

Council Meeting of
July 13, 2010

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

Members of the Council:

SUBJECT: Public Works – Approve Amendment No. 1 to Public Works Agreement C2008-180 for the construction services of the Torrance Boulevard Rehabilitation, T43/44. Expenditure: None

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Accept a credit of \$27,867.59 from Sully-Miller Contracting Co. for asphalt material which did not meet approved asphalt concrete mix design criteria; and
2. Extend the term of the Agreement for an additional five (5) years, through July 13, 2015; and
3. Accept a Warranty Bond in the amount of \$150,000 to cover the cost of potential failure of the asphalt material.

Funding

Funding is not required.

BACKGROUND AND ANALYSIS

On September 9, 2008, your Honorable Body approved Public Works Agreement C2008-180 with Sully-Miller Contracting Co. for the construction of the Torrance Boulevard Rehabilitation, T43/44. On December 1, 2008, the segment of roadway in the number one lane and one half of the center median/left turn lane in the westbound direction on Torrance Boulevard between Madrid Avenue and Sartori Avenue was paved. It was later discovered that the material used on that day was an asphalt mix design which did not meet the Standard Specifications of Public Works Construction (SSPWC) also referred to as “the Greenbook.” Specifically, the non-conforming asphalt material did not meet the requirements of Section 203-6.1 of the SSPWC which states that “Asphalt concrete shall be the product of mixing mineral aggregate and a maximum of 15% reclaimed asphalt pavement (RAP) with paving asphalt conforming to 203-1 at a central mixing plant.”

The actual amount of RAP used on Torrance Boulevard on December 1, 2008 was 42%. Because that was nearly three times more than the maximum allowed and it cost less for the material supplier to produce, Sully-Miller Contracting Co. offered a credit of \$27,867.59 to the City which equates to approximately 20% off of the price of asphalt tonnage for that particular day. In addition, to cover any costs should damage occur in the future, Sully-Miller will provide a 5-year warranty bond on that portion of pavement in the amount of \$150,000.

Staff has evaluated the pavement's performance over the last year and a half as well as consulted with the pavement analysis firm that performed tests on the asphalt. To date there has been no visible damage to the segment of roadway that was paved on December 1, 2008 and the potential for rutting continues to diminish over time. However, it is in the City's best interest to continue to evaluate the performance of the pavement over the next five years. Therefore, it is the recommendation of the Public Works Director to approve an amendment to accept the credit for non-conforming material, extend the term of the contract by five years to further evaluate the pavement conditions and accept a warranty bond in the amount of \$150,000 in order to cover any costs associated with a repair, should it be necessary.

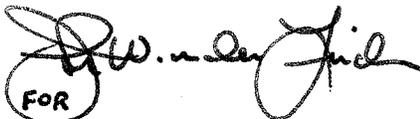
Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Elizabeth Overstreet
Engineering Manager

CONCUR:



FOR
Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachments: A. First Amendment, C2008-180
B. Public Works Agreement C2008-180

FIRST AMENDMENT TO AGREEMENT C2008-180

This First Amendment to Agreement C2008-180 is made and entered into as of _____, 2010 ("Effective Date") by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and Sully-Miller Contracting Co, a Delaware Corporation, ("CONTRACTOR").

RECITALS:

- A. CITY and CONTRACTOR entered into an Agreement on September 22, 2008, whereby CONTRACTOR agreed to provide the construction services for the Torrance Boulevard Rehabilitation, T-43/44 within a term of two years.
- B. On December 1, 2008, the CONTRACTOR paved the base course segment of roadway in the number one lane and one half of the center median/left turn lane in the westbound direction on Torrance Boulevard between Madrid Avenue and Sartori Avenue using material with an asphalt mix design (the "Asphalt Material") which did not meet the Standard Specifications of Public Works Construction (SSPWC) also referred to as "the Greenbook."
- C. In order to compensate the CITY for the asphalt material which did not meet approved asphalt concrete mix design criteria, CONTRACTOR wishes to forfeit \$27,867.59 of the retention funds to the CITY
- D. The CITY wishes to accept the CONTRACTOR'S offer of \$27,867.59 and to release the remaining retention funds to the CONTRACTOR'S escrow account until the project is officially closed-out.
- E. In addition to the \$27,867.589, CONTRACTOR has agreed to offer a warranty bond that will cover the cost of potential failure of the Asphalt Material. Accordingly, the City is satisfied with the level of service provided by CONTRACTOR.
- F. Both parties also wish to extend the term of the Agreement for an additional five years.

AGREEMENT:

1. Paragraph 2 entitled "TERM" is amended in its entirety to read as follows:

"2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for five years from the Effective Date of this amendment."

2. Paragraph 31 entitled "FORFEITURE OF RETENTION FUNDS" is added to the Agreement as follows:

"31. FORFEITURE OF RETENTION FUNDS

In order to compensate the CITY for the Asphalt Materials used to pave the base course segment of roadway in the number one lane and one half of the center median/left turn lane in the westbound direction on Torrance Boulevard between Madrid Avenue and Sartori Avenue, which did not meet the requirements of Section 203-6.1 of the Standard Specifications of Public Works Construction (SSPWC) also referred to as "the Greenbook," CONTRACTOR will forfeit \$ 27,867.859 to CITY as a credit of \$18.35/ton.

- 3. Paragraph 32 entitled "WARRANTY BOND" is added to the Agreement as follows:

"32. WARRANTY BOND

In order to cover the cost of potential failure of the Asphalt Material in the segment of roadway on Torrance Boulevard between Madrid Avenue and Sartori Avenue which did not meet the requirements of Section 203-6.1 of the Standard Specifications of Public Works Construction (SSPWC), CONTRACTOR will issue CITY a warranty bond in the amount of \$150,000. In exchange for the warranty bond, CITY agrees to release any remaining retention funds to CONTRACTOR's escrow account until the project is officially completed.

- 4. In all other respects, the Agreement dated September 22, 2008 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
A Municipal Corporation

Sully-Miller Contracting Co.
a Delaware Corporation

By _____
Frank Scotto, Mayor

By _____
Dave Martinez
President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____
Tatia Y. Strader
Deputy City Attorney

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of September 22, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Sully-Miller Contracting Co. ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **Torrance Boulevard Rehabilitation, T-43/44**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **Torrance Boulevard Rehabilitation, T-43/44**, Notice Inviting Bids No. B2008-33 (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 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 \$5,874,267 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

C 2008-180

COPY

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:

Dave Martinez, President
 Mike Edwards, Vice President
 Gary Downey, Secretary

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: Sully-Miller Contracting Co.
1100 E. Orangethorpe Avenue
Suite 200
Anaheim, CA 92801
Fax: (714) 578-9672

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

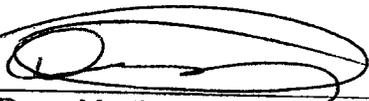
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions 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

Sully-Miller Contracting Co.
a Delaware Corporation

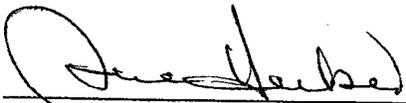


Frank Scotto, Mayor

By: 

Dave Martinez
President

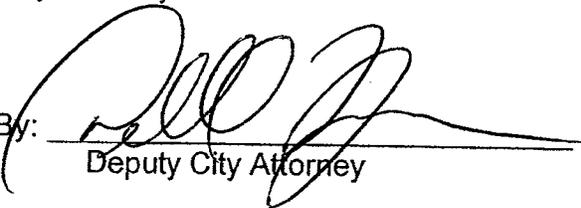
ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Deputy City Attorney

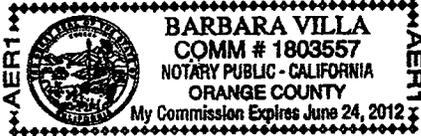
Attachments: Exhibit A: Bid

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE

On September 18, 2008 before me, Barbara Villa, Notary Public, personally appeared Dave Martinez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

Signature

Barbara Villa
Barbara Villa, Notary Public

Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Contract Agreement Signature Page

Document Date: September 22, 2008

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Dave Martinez

Signer's Name _____

Individual

Individual

Corporate Officer – Title(s) President

Corporate Officer – Title(s) _____

Partner – Limited/General _____

Partner – Limited/General _____

Attorney In Fact

Right Thumbprint
of Signer

Attorney In Fact

Right Thumbprint
of Signer

Trustee

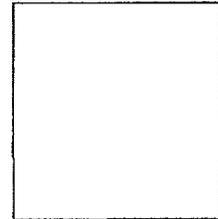
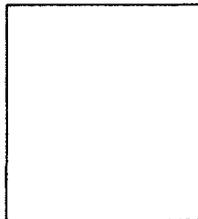
Trustee

Guardian or Conservator

Guardian or Conservator

Other

Other



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

EXHIBIT A

Bid

BIDDER'S PROPOSAL
B2008-33
(Federal Project # STPL-5249(018))

Company: SULLY-MILLER CONTRACTING CO. Total Bid: 5,874,267.⁰⁰

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF

TORRANCE BOULEVARD REHABILITATION, T-43/44

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

Members of the Council:

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

BID SCHEDULE

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$32,260	\$32,260
2	1	LS	CONSTRUCTION SURVEYING	\$58,300	\$58,300
3	1	LS	TRAFFIC CONTROL	\$82,300	\$82,300
4	2	EA	ARHM GRANT SIGNS	\$365	\$730
STREET IMPROVEMENTS					
5	13,800	CY	UNCLASSIFIED EXCAVATION	\$43.30	\$597,540
6	960,000	S.F.	COLD MILL A.C. PAVEMENT PER PLAN	\$.17	\$163,200
7	15,700	TON	ASPHALT RUBBER HOT MIX (ARHM) OVERLAY	\$124	\$1,946,800
8	8,700	TON	ASPHALT CONCRETE (C2-AR-4000)	\$104.50	\$909,150

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amt
9	9,900	TON	ASPHALT CONCRETE PAVEMENT (B-AR-4000)	\$ 89-	\$ 881,100-
10	15,000	TON	CRUSHED MISCELLANEOUS BASE (CMB)	\$ 12-	\$ 180,000-
11	48,000	SF	REMOVE AND RECONSTRUCT A.C. PAVEMENT & BASE (5% OF COLDMILL)	\$ 5.40	\$ 259,200-
12	7,950	LF	REMOVE AND RECONSTRUCT CONCRETE CURB & GUTTER	\$ 31.50	\$ 250,425-
13	15,700	SF	REMOVE AND RECONSTRUCT P.C.C. SIDEWALK	\$ 6.40	\$ 100,480-
14	11,520	SF	REMOVE AND RECONSTRUCT ACCESS RAMP	\$ 9.85	\$ 113,472-
15	2	EA	TREE REMOVAL	\$ 1,100-	\$ 2,200-
16	1,250	LF	ASPHALT CURB	\$ 20-	\$ 25,000-
17	200	SF	REMOVE AND RECONSTRUCT P.C.C. DRIVEWAY	\$ 16.50	\$ 3,300-
18	54	EA	ADJUST MANHOLE TO GRADE	\$ 715-	\$ 38,610-
19	76	EA	ADJUST VALVE FRAME AND COVER TO GRADE	\$ 505-	\$ 38,380-
TRAFFIC SIGNAL IMPROVEMENTS, STRIPING AND PAVEMENT MARKINGS					
20	1	LS	TRAFFIC SIGNING & STRIPING	\$ 95,800-	\$ 95,800-
21	219	EA	TRAFFIC DETECTIVE LOOPS	\$ 210-	\$ 45,990-
CONTRACT ADMINISTRATION					
22	1	LS	CONSTRUCTION SCHEDULE	\$ 800-	\$ 800-
23	1	LS	SWPPP	\$ 4,230-	\$ 4,230-
24	1	LS	PERMIT AND FEES	\$5,000.00	\$5,000.00
25	1	LS	PORTABLE CHANGEABLE MESSAGE SIGNS (MODEL: SOLAR TECH MB2)	\$40,000-	\$ 40,000-

TOTAL BID PRICE \$ 5,874,267.⁰⁰
 (Figures)*

TOTAL BID PRICE: FIVE MILLION, EIGHT HUNDRED SEVENTY-FOUR THOUSAND, TWO
 (Words)* HUNDRED SIXTY-SEVEN DOLLARS AND 2500 CENTS.

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

The item in the Table below may be included in the contract awarded for this project, if funds are available. The amount listed is an estimated allowance and is not necessarily the amount that would be paid to the Contractor. The amount to be paid to the Contractor shall be the actual cost plus markup and based on either a negotiated fee or force account work. The Contractor shall be solely responsible for any fee charged to re-inspect rejected or incomplete work.

Item No.	Quantity	Unit of Measure	Item Description	Unit Price Allowance	Total Bid
ADDITIVE BID ITEM					
X1	1	LS	IMPROVEMENT TO EASTBOUND LEFT-TURN LANE ON TORRANCE BLVD AT CABRILLO AVE: REMOVE EXIST. CURB AND GUTTER; REMOVE EXIST. AC PAVING; UNCLASSIFIED EXCAVATION TO DEPTH OF 15.5 INCHES BELOW ADJACENT PAVEMENT; REMOVE CATCH BASIN AND STORM DRAIN PIPE; CAP STORM DRAIN MAINLINE; CONSTRUCT 7-INCHES C2-PG-64-10 OVER 8.5 INCHES C.M.B.; INSTALL THERMOPLASTIC STRIPING AND PAVEMENT MARKINGS AND RPM'S.	\$30,000	\$30,000

B2008-33

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.

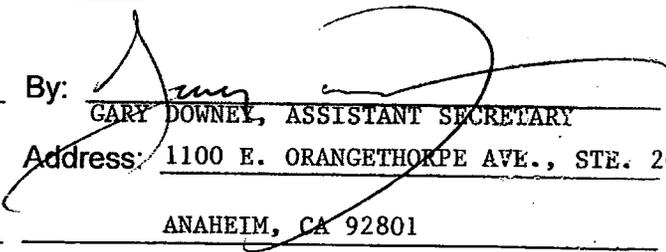
The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

SULLY-MILLER CONTRACTING COMPANY

Contractor

Date: AUGUST 11, 2008

By:


GARY DOWNEY, ASSISTANT SECRETARY

Contractor's State License

Address: 1100 E. ORANGETHORPE AVE., STE. 200

No. 747612

ANAHEIM, CA 92801

Class A

Phone: (714) 578-9600

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

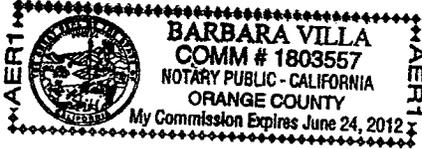
STATE OF CALIFORNIA

COUNTY OF ORANGE



On August 12, 2008 before me, Barbara Villa, Notary Public, personally appeared Gary Downey

who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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

Signature

Barbara Villa
Barbara Villa, Notary Public

Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Proposal Signature Page

Document Date: August 11, 2008

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey

Signer's Name _____

Individual

Individual

Corporate Officer - Title(s) Assistant Secretary

Corporate Officer - Title(s) _____

Partner - Limited/General _____

Partner - Limited/General _____

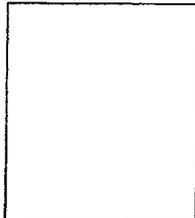
Attorney In Fact

Right Thumbprint of Signer

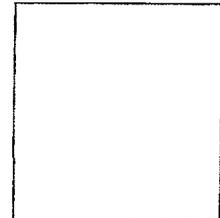
Attorney In Fact

Right Thumbprint of Signer

Trustee



Trustee



Guardian or Conservator

Guardian or Conservator

Other

Other

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

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 TH day of AUGUST, 2008.

Subscribed and Sworn to
before me this _____ day
of _____, 2008.

* SEE ATTACHED *

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

SULLY-MILLER CONTRACTING COMPANY

(Contractor)

Gary Downey

(Title)

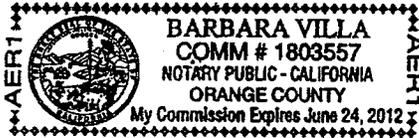
GARY DOWNEY, ASSISTANT SECRETARY

*** PLEASE SEE ATTACHED NOTARY JURAT FOR PROPER WORDING ***

CALIFORNIA JURAT WITH AFFIANT AFFIRMATION

STATE OF CALIFORNIA }
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this 12th day of August, 2008, by Gary Downey, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



WITNESS my hand and official seal

Signature

Barbara Villa, Notary Public

Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Contractor's Affidavit

Document Date: August 11, 2008

Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey

Signer's Name _____

Individual

Individual

Corporate Officer - Title(s) Assistant Secretary

Corporate Officer - Title(s) _____

Partner - Limited/General _____

Partner - Limited/General _____

Attorney In Fact

Right Thumbprint
of Signer

Attorney In Fact

Right Thumbprint
of Signer

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other

Other

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

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: CRISP CO.

License Number: 374600

Address of Office, Mill or Shop: 2280 LILAC AVE, BLOOMINGTON, CA

Specific Description of Sub-Contract: STRIPING

Name Under Which Subcontractor is Licensed: LOOP MASTERS

License Number: 755319

Address of Office, Mill or Shop: 4740 E. BRYSON ST, ANAHEIM, CA

Specific Description of Sub-Contract: LOOPS

Name Under Which Subcontractor is Licensed: V & E TREE SERVICE

License Number: 654506

Address of Office, Mill or Shop: P.O. BOX 3280, ORANGE, CA

Specific Description of Sub-Contract: TREE REMOVAL

Name Under Which Subcontractor is Licensed: ANACAL ENGINEERING

License Number: LS2988

Address of Office, Mill or Shop: 1900 LA PALMA AVE, ANAHEIM, CA

Specific Description of Sub-Contract: SURVEYING

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.

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: RAMIREZ CONSTRUCTION

License Number: 683241

Address of Office, Mill or Shop: 656 E. SAN BERNARDINO RD. COVINA, CA

Specific Description of Sub-Contract: MANHOLE & WATER VALVE ADJUSTMENTS

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): ** PLEASE SEE ATTACHED LIST OF REFERENCES **
 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: \$ _____



LIST OF REFERENCES

John Wayne Airport

Irvine, CA

Larry Serafini, Project Engineer

949-252-5270

City of Fontana

Fontana, CA

Mario Estrada, Asst. City Engineer

909-350-7696

C. J. Segerstrom / South Coast Plaza

Costa Mesa, CA

Grant Wilson, Project Manager

714-546-0110

City of Baldwin Park – Engr. Division

Baldwin Park, CA

Arjan Idnani, Engineering Manager

626-960-4011 Ext. 254

LA Arena Company

Staples Center – Los Angeles, CA

Don Berges, Construction Manager

213-742-7873

City of Fullerton

Fullerton, CA

George Lin, Project Engineer

714-738-6845

The Irvine Company

Newport Beach, CA

Peggy Kloos, Sr. Director/Construction

949-720-2000

Irvine Community Development Company

Newport Beach, CA

Bill Martin, Vice President/Construction

949-734-800

Town of Apple Valley

Apple Valley, CA

Richard Pederson, Town Engineer

760-240-7000

Los Angeles County Dept. of Public Works

Alhambra, CA

Issa Adawiya, Resident Engineer

626-458-5100

CNC Engineering

City of Industry, CA

John Ballas, City Engineer

626-333-0336

Fox Studios Operations

Beverly Hills, CA

William Murphy, V.P. of Facilities

310-369-3794

BNSF Railroad Commerce

Hansen-Wilson

Roy Rogers, Construction Manager

323-267-4186

Caltrans

Department of Transportation

Ray Stokes, Regional Engineer

909-275-0211

Cal State Long Beach Foundation

Long Beach, CA

Mo Tidemanis, Director

562-985-8489

City of Rancho Cucamonga

Rancho Cucamonga, CA

Cindy Hackett, Associate Engineer

909-477-2740

City of Hesperia – Public Works Dept.

Hesperia, CA

Mike Podegradz, City Manager

760-947-1000

City of Barstow

Barstow, CA

Mike Stewart, City Engineer

760-255-5154



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: PACIFIC ELECTRIC INLAND TRAIL PHASES 2 & 3 / 27653C
Start and Finish Dates: 3/07 TO 1/08
Project Description: R/R CONCRETE/AC – LANDSCAPE/IRRIGATION – SIGNALS – STRIPE - UTILITIES
Agency Name: CITY OF RANCHO CUCAMONGA
Contact Person: WALTER STICKNEY *Telephone:* 909-477-2740
Project Value: \$3,424,780

Project Name/Number: MARQUARDT AVENUE / 27689C
Start and Finish Dates: 7/2007 TO 9/2007
Project Description: R/R CONCRETE – AC ON FABRIC – ADJUST UTILITIES
Agency Name: LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS
Contact Person: EMIL KURLYAND *Telephone:* 626-458-3166
Project Value: \$183,915

Project Name/Number: ALPACA STREET IMPROVEMENT PROJECT / 27699C
Start and Finish Dates: 8/2007 TO 11/2007
Project Description: R/R CONCRETE & ASPHALT – STRIPING – ADJUST UTILITIES
Agency Name: CITY OF SOUTH EL MONTE
Contact Person: GEORGE CASTILLO *Telephone:* 562-682-3620
Project Value: \$135,000

Project Name/Number: REHABILITATION OF LA MIRADA BLVD. / 27664C
Start and Finish Dates: 5/2007 TO 9/2007
Project Description: ARHM / AC PAVING, CONCRETE WORK – LOOP DETECTORS / SIGNALS
Agency Name: CITY OF LA MIRADA
Contact Person: GARY SANUI *Telephone:* 562-943-2385
Project Value: \$2,164,089

Project Name/Number: CSULB PARKING LOT 13 REPAIR – REPAVE / 27694C
Start and Finish Dates: 7/2007 TO 8/2007
Project Description: AC GRIND / OVERLAY – ASPHALT REPAIR - MINOR CONCRETE REPAIR
Agency Name: CALIFORNIA STATE UNIVERSITY, LONG BEACH
Contact Person: ENRIQUE ROBLES *Telephone:* 562-985-4175
Project Value: \$362,462



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ORANGE LINE – CANOGA STATION PARK AND RIDE / 25568C
Start and Finish Dates: 3/2006 TO 1/2007
Project Description: NEW TRANSPORTATION STATION INCLUDING AC PAVING AND CONCRETE WORK
Agency Name: METROPOLITAN TRANSPORATION AUTHORITY
Contact Person: GHULAM SHAIKH *Telephone:* 818-262-6300
Project Value: \$13,732,500

Project Name/Number: SOUTH COAST PLAZA PARKING LOT
Start and Finish Dates: 7/2006 TO 10/2006
Project Description: COMPLETE REMOVE AND REPLACE OF PARKING LOT, CONCRETE CURB & GUTTER, LOOP DETECTORS, AND STRIPING
Agency Name: SOUTH COAST PLAZA
Contact Person: ROBERT THOMAS *Telephone:* 714-546-0110
Project Value: \$3,100,000

Project Name/Number: RESIDENTIAL STREET REHABILITATION WORK / 26573C
Start and Finish Dates: 2/2006 to 8/2006
Project Description: ASPHALT CONCRETE OVERLAY AT VARIOUS LOCATIONS CITYWIDE
Agency Name: CITY OF WEST COVINA
Contact Person: OSCAR CAPLIN *Telephone:* 626-939-8445
Project Value: \$1,512,463

Project Name/Number: BERTH 401-406 BACKLAND IMPROVEMENTS / 25567C
Start and Finish Dates: 1/2006 to 4/2006
Project Description: ASPHALT AND CONCRETE PAVING / SITE IMPROVEMENT PROJECT
Agency Name: PORT OF LOS ANGELES
Contact Person: KEN HARBOR *Telephone:* 310-831-5389
Project Value: \$3,386,333

Project Name/Number: 195TH STREET IMPROVEMENT / 25506C
Start and Finish Dates: 5/2005 to 11/2005
Project Description: MEDIAN ISLAND and STREET REPAIRS
Agency Name: CITY OF CERRITOS
Contact Person: VIC MASAYA *Telephone:* 562-916-1231
Project Value: \$742,488



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: MALL PARKING LOT IMPROVEMENTS / 25492C
Start and Finish Dates: 3/2005 to 10/2005
Project Description: REPAIR and PLACE NEW AC PAVING and STRIPE PARKING STALLS
Agency Name: CITY OF TEMPLE CITY
Contact Person: JANICE STROUD *Telephone:* 626-285-2171
Project Value: \$894,012

Project Name/Number: HELLMAN AVENUE STREET IMPROVEMENTS / 24477C
Start and Finish Dates: 6/2004 to 11/2005
Project Description: STREET RECONSTRUCTION PROJECT
Agency Name: CITY OF ROSEMEAD
Contact Person: KEN RUKABINE *Telephone:* 562-908-6262
Project Value: \$1,067,429

Project Name/Number: HOLGATE AREA STREET REHABILITATION AND WATER MAIN / 24446C
Start and Finish Dates: 3/2004 to 6/2005
Project Description: STREET REHABILITATION AND WATER MAIN REPLACEMENT
Agency Name: CITY OF LA HABRA
Contact Person: CHUCK STEPHAN *Telephone:* 562-905-9720
Project Value: \$3,566,942

Project Name/Number: PIER 400 BACKLANDS PHASE 2 / 23301C
Start and Finish Dates: 4/2003 to 8/2004
Project Description: TRANSTAINER FACILITY, GRADING, PAVING, UNDERGROUND, CONCRETE.
PROJECT FINISHED ON TIME – EXTRA DAYS FOR EXTRA WORK ONLY
Agency Name: PORT OF LOS ANGELES
Contact Person: MAHMOUD IRSHEID *Telephone:* 310-732-3525
Project Value: \$31,332,000

Project Name/Number: PHANTOM WEST STREET IMPROVEMENT / 82803C
Start and Finish Dates: 12/ 2002 to 8/ 2003
Project Description: UNDERGROUND, ASPHALT REHAB, CURB & GUTTER, COLD MILLING
Agency Name: CITY OF VICTORVILLE
Contact Person: MARK MILLER *Telephone:* 760-955-9158
Project Value: \$4,994,840



BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ARROW HIGHWAY - LIVE OAK AVENUE PHASE II / 22273C
Start and Finish Dates: 11/ 2002 to 8/ 2003
Project Description: AC GRIND OVERLAY -- NEW MEDIANS & DECORATIVE CONCRETE
Agency Name: CITY OF IRWINDALE
Contact Person: KWOK TAM *Telephone:* 626-430-2212
Project Value: \$4,654,815

Project Name/Number: PIER 400 CONTAINER TERMINAL / 21130C
Start and Finish Dates: 1/ 2001 to 9/ 2002
Project Description: BACKLAND IMPROVEMENTS, PHASE I
Agency Name: PORT OF LOS ANGELES
Contact Person: MAHMOUD ISHEID *Telephone:* 310-732-3525
Project Value: \$87,645,073

PROJECTS INVOLVING HEAVY STORM DRAIN, SEWER AND WATER IMPROVEMENTS

Project Name/Number: DOUGLAS PARK STREET IMPROVEMENTS AND INFRASTRUCTURE / 26595C
Year of Project: 2006
Project Description: INFRASTRUCTURE - SEWER, WATER, STORM DRAIN
Agency Name: BOEING REALTY CORPORATION
Contact Person: STEVE GARIS *Telephone:* 562-593-4730
Project Value: \$11,256,510

Project Name/Number: PORTOLA SPRINGS AND MODJESKA / 25534C
Year of Project: 2005
Project Description: SEWER, WATER, STORM DRAIN IMPROVEMENTS
Agency Name: IRVINE COMMUNITY DEVELOPMENT COMPANY
Contact Person: BILL MARTIN *Telephone:* 714-734-8100
Project Value: \$8,625,847

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
N/A		
* SULLY-MILLER CONTRACTING CO. HAS	PERFORMED WORK FOR THE CITY OF TORRANCE	
WITHIN THE LAST FIVE (5) YEARS *		

Contractor's License No.: 747612 Class: A

a. Date first obtained: MARCH 30, 1998 Expiration MARCH 31, 2010

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)**

*** PLEASE SEE ATTACHED LIST OF CORPORATE OFFICERS ***

_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Dave Martinez, do hereby certify that I am the President of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

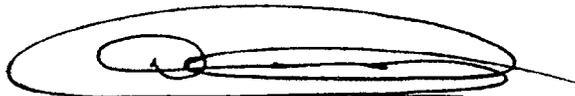
<u>TITLE</u>	<u>NAME</u>
Chairman of the Board	James Weeks
President	Dave Martinez
Chief Financial Officer/Treasurer & Vice President	Tim P. Orchard
Vice President	Bob Stone
Vice President	Mike Edwards
Secretary	Anthony Martino
Assistant Secretary	George Aldrich
Assistant Secretary	Mary Lawson
Assistant Secretary	Gary Downey

I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on April 25, 2005, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“(AUTHORITY TO EXECUTIVE BIDS AND CONTRACTS)”

Resolved, that any officer or assistant officer of this Company be and each of them is hereby authorized to execute in the name and on behalf of this Company under its corporate seal any and all proposals for the sale of products, merchandise and services of this Company and any bids and performance bonds required in connection therewith, to the United States, and of the State, territories and dependencies of the United States, the District of Columbia, cities, towns, townships, counties, school districts, and to the department, political subdivisions, agencies or wholly-owned corporations thereof, or to any other person.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of April 2008.



Dave Martinez, President
Sully-Miller Contracting Company
1100 E. Orangethorpe Avenue, Ste. 200
Anaheim, Ca. 92801

(SEAL)

DBE**DBE BIDDERS LIST
B2008-33**

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: <u>SULLY-MILLER CONTRACTING COMPANY</u>	Phone: <u>(714) 578-9600</u>
Address: <u>1100 E. ORANGETHORPE AVE., STE. 200 ANAHEIM, CA 92801</u>	Fax: <u>(714) 578-9672</u>
Contact Person: <u>GARY DOWNEY, ASST. SECRETARY</u> No. of years in business: <u>85</u>	
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <u> </u> NO: <u>X</u>	
Type of work/services/materials provided by firm? <u>GENERAL CONTRACTING, ASPHALT PAVING, CONCRETE, GRADING, UNDERGROUND UTILITIES: WATER, SEWER, & STORM DRAIN.</u>	
What was your firm's Gross Annual receipts for last year?	
<p>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.

DBE

DBE BIDDERS LIST
B2008-33

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: <u>DIAL CONSTRUCTION</u>	Phone: <u>805-988-0194</u>
Address: <u>701 DEL NORTE BLVD. #310 OXNARD, CA 93030</u>	Fax: <u>805-988-0334</u>
Contact Person: <u>PANDY WAGNER</u>	No. of years in business: <u>36</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>UNDERGROUND PIPE UTILITY ADJUSTING</u>	
What was your firm's Gross Annual receipts for last year?	
<p style="text-align: center;"> Less than \$1 Million <u>Less than \$5 Million</u> 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.

DBE

DBE BIDDERS LIST
B2008-33

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: <u>MANVOLE ADJUSTING</u>	Phone: <u>323-558-8000</u>
Address: <u>9500 Beverly Rd. PICO RIVERA, CA 90660</u>	Fax: <u>323-558-8055</u>
Contact Person: <u>ABEL RUIZ</u>	No. of years in business: <u>28</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>UTILITIES</u>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million Less than \$5 Million Less than \$10 Million <u>Less than \$15 Million</u> More than \$15 Million	

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

DBE

DBE BIDDERS LIST
B2008-33

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Firm Name: <u>RAMIREZ CONSTRUCTION</u>	Phone: <u>626-967-5790</u>
<u>656 E. SAN BERNARDINO RD</u>	
Address: <u>COMNA, CA 91723</u>	Fax: <u>626-967-5888</u>
Contact Person: <u>ART</u>	No. of years in business: <u>14</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>ADJUST UTILITIES</u>	
What was your firm's Gross Annual receipts for last year?	
<p>Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million</p>	

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DBE

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B2008-33

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Firm Name: <u>PRECISION COLO PLANNING</u>	Phone: <u>909-446-0010</u>
Address: <u>13552 BALLMESA BLVD YUCAIPA, CA 92399</u>	Fax: <u>909-446-8435</u>
Contact Person: <u>TOM LYNCH</u>	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: _____ NO: <u>X</u>	
Type of work/services/materials provided by firm? <u>ASPHALT GRINDING</u>	

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	

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DBE

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Firm Name: <u>P. R. S. I.</u>	Phone: <u>951-682-1091</u>
Address: <u>Box 1266 RIVERSIDE, CA 92502</u>	Fax: <u>951-682-1094</u>
Contact Person: <u>DON SANTEE</u>	No. of years in business: <u>19</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>COLD PLANING</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 <u>More than \$15 Million</u> </p>	

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DBE

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B2008-33

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Firm Name: <u>LOOP MASTERS</u>	Phone: <u>714 630-8894</u>
Address: <u>4740 E. BRAYSON ANAHEIM, CA 92807</u>	Fax: <u>714-630-1783</u>
Contact Person: <u>ANDREA NORTH</u>	No. of years in business: <u>8</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/>	
Type of work/services/materials provided by firm? <u>LOOP DETECTORS</u>	
What was your firm's Gross Annual receipts for last year?	
<p>Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million</p>	

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DBE

DBE BIDDERS LIST
B2008-33

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Firm Name: <u>TRAFFIC LOOPS CRACK FILLING</u>	Phone: <u>714-520-4026</u>
Address: <u>916 S. EMERALD ST ANAHEIM, CA</u>	Fax: <u>714-520-4027</u>
Contact Person: <u>MAI-LAN NGUYEN</u>	No. of years in business: <u>17</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>TRAFFIC LOOPS</u>	
What was your firm's Gross Annual receipts for last year?	
<p>Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million</p>	

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DBE

DBE BIDDERS LIST
B2008-33

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Firm Name: <u>V & E TREE SERVICE</u>	Phone: <u>714-997-0903</u>
Address: <u>BOX 3280</u> <u>ORANGE, CA 92865</u>	Fax: <u>714-637-4070</u>
Contact Person: <u>PATTI S.</u>	No. of years in business: <u>30+</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>LANDSCAPE / IRRIGATION</u>	
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	

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DBE**DBE BIDDERS LIST
B2008-33**

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Firm Name: <u>ANACAL ENGINEERING</u>	Phone: <u>714-774-1763</u>
<u>1900 E. LA PALMA AVE #202</u>	
Address: <u>ANATHEM, CA 92805</u>	Fax: <u>714-774-4690</u>
Contact Person: <u>CAL</u>	No. of years in business: <u>53</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>CONSTRUCTION STAKING, SURVEYING</u>	
What was your firm's Gross Annual receipts for last year?	
<p>Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million</p>	

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Firm Name: <u>CASE LAND SURVEYING</u>		Phone: <u>714-628-8948</u>	
Address: <u>614 N. ECKHOFF ST. ORANGE, CA 92868</u>		Fax: <u>714-628-8905</u>	
Contact Person: <u>LARRY CASE</u>		No. of years in business: <u>20+</u>	
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>			
Type of work/services/materials provided by firm? <u>SURVEY</u>			

What was your firm's Gross Annual receipts for last year?			
Less than \$1 Million <u>Less than \$5 Million</u> Less than \$10 Million Less than \$15 Million More than \$15 Million			

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<p>Firm Name: <u>SUPERIOR PAVEMENT MARKINGS</u> Phone: <u>714-471-1071</u></p> <p>14658 INDUSTRY CIR.</p> <p>Address: <u>LA MIRADA, CA 90638</u> Fax: <u>714-562-9400</u></p> <p>Contact Person: <u>DARREN VELTZ</u> No. of years in business: <u>8</u></p> <p>Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/></p> <p>Type of work/services/materials provided by firm? <u>STRIPING / MARKINGS</u></p>
<p>What was your firm's Gross Annual receipts for last year?</p> <p>Less than \$1 Million</p> <p><u>Less than \$5 Million</u></p> <p>Less than \$10 Million</p> <p>Less than \$15 Million</p> <p>More than \$15 Million</p>

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Firm Name: <u>SUDHAKAR CO.</u>	Phone: <u>909-879-2933</u>
Address: <u>1450 FITZGERALD AVE RIALTO, CA 92376</u>	Fax: <u>909-879-2939</u>
Contact Person: <u>STEVE FLEENER</u>	No. of years in business: <u>12</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/>	
Type of work/services/materials provided by firm? <u>STAMPING / SIGNING</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 <u>Less than \$15 Million</u> More than \$15 Million </p>	

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DBE**DBE BIDDERS LIST
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Firm Name: <u>CRISP CO.</u>	Phone: <u>909-746-0356</u>
Address: <u>2280 S. LILAC AVE. BLOOMINGTON, CA 92316</u>	Fax: <u>909-746-0354</u>
Contact Person: <u>JASON</u>	No. of years in business: <u>28</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>STRIPING/MARKING/SIGNS</u>	
<p style="text-align: center;">What was your firm's Gross Annual receipts for last year?</p> <p style="text-align: center;"> Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million <u>More than \$15 Million</u> </p>	

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Firm Name: <u>J & S STRIPING</u>		Phone: <u>562-777-2411</u>
Address: <u>13123 LAUREL RD. SANTA FE SPRINGS, CA 90670</u>		Fax: <u>562-777-2499</u>
Contact Person: <u>LUKE RICKRODE</u>	No. of years in business: <u>33</u>	
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>		
Type of work/services/materials provided by firm? <u>STRIPING / SIGNS</u>		
<p>What was your firm's Gross Annual receipts for last year?</p> <p> <input type="checkbox"/> Less than \$1 Million <input checked="" type="checkbox"/> <u>Less than \$5 Million</u> <input type="checkbox"/> Less than \$10 Million <input type="checkbox"/> Less than \$15 Million <input type="checkbox"/> More than \$15 Million </p>		

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Firm Name: <u>P.C.I</u>	Phone: <u>562-218-0504</u>
Address: <u>Box 16118 LONG BEACH, CA 90806</u>	Fax: <u>562-218-0634</u>
Contact Person: <u>JAIIME VILLEGAS</u>	No. of years in business: <u>15+</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>STRIPING/SIGNS</u>	
What was your firm's Gross Annual receipts for last year?	
<p style="text-align: center;"> <input type="checkbox"/> Less than \$1 Million <input checked="" type="checkbox"/> <u>Less than \$5 Million</u> <input type="checkbox"/> Less than \$10 Million <input type="checkbox"/> Less than \$15 Million <input type="checkbox"/> More than \$15 Million </p>	

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<p>Firm Name: <u>PLOTNIK & ASSOCIATES</u> Phone: <u>310-605-6657</u></p> <p>Address: <u>18710 S. WILMINGTON AVE #203</u> <u>RANCHO DOMINGUEZ, CA 90220</u> Fax: <u>310-605-6658</u></p> <p>Contact Person: <u>PAULO</u> No. of years in business: <u>10</u></p> <p>Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/></p> <p>Type of work/services/materials provided by firm? <u>CIVIL ENGINEERING</u></p>
<p>What was your firm's Gross Annual receipts for last year?</p> <p>Less than \$1 Million</p> <p><u>Less than \$5 Million</u></p> <p>Less than \$10 Million</p> <p>Less than \$15 Million</p> <p>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: NO Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

Yes/No: NO Code/Laws: _____ Section/Article: _____

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

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: _____

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: July 24, 2008

TO

PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION OF

TORRANCE BOULEVARD REHABILITATION, T-43/44
(WEST CITY LIMIT TO SATORI AVENUE)

FEDERAL PROJECT NO. STPL-5249(018)

B2008-33

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 Specification Section A NOTICE INVITING BIDS

On page A-1, 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 Wednesday, August 13, 2008**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:"

On page A-1, delete the fifth paragraph in its entirety and replace with the following:

Bidders are advised that, as required by federal law, the State has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. This Agency federal-aid contract is considered to be part of the statewide overall DBE goal. The Agency is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

2. Refer to Specification Section B INSTRUCTIONS TO BIDDERS

On page B-3, in Section D4 Disadvantaged Business Enterprise (DBE) Requirements, replace the entire paragraph with the following:

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the Agency encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

- a. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- b. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;
- c. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.;
- d. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- e. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 1. The Caltran's "Civil Rights" web site at:
<http://www.dot.ca.gov/hq/bep>.
 2. The Caltran's DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;

f. When reporting DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.
3. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

g. When reporting DBE participation, bidders may count the participation of DBE trucking companies as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;
 6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- h. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

By Order of the City Engineer

/S/ Craig Bilezerian

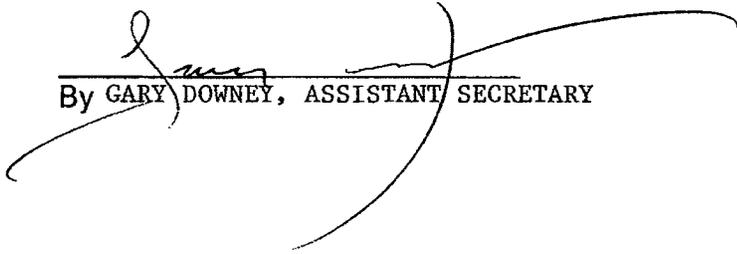
CRAIG BILEZERIAN
City Engineer

BIDDER'S CERTIFICATION

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

SULLY-MILLER CONTRACTING COMPANY

Bidder



By GARY DOWNEY, ASSISTANT SECRETARY

AUGUST 11, 2008

Date

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

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 2
Issued: July 28, 2008

TO

PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION OF

TORRANCE BOULEVARD REHABILITATION, T-43/44
(WEST CITY LIMIT TO SATORI AVENUE)

FEDERAL PROJECT NO. STPL-5249(018)

B2008-33

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 Plan Sheet 4 of 48:

Delete the following note:

"DEMOLISH & RECONSTRUCT EXISTING CATCH BASIN TOP & OPENING PER SPPWC 300-2. CONSTRUCT LOCAL DEPRESSION PER SPPWC 313-2, CASE E, H=1".

2. Refer to Special Provisions Section E:

Add the following section:

SECTION 302-11 Remove and Reconstruct A.C. Pavement and Base (5% of Coldmill).

For areas coldmilled, the engineer shall have one working day to inspect and identify areas of underlying pavement that may require localized repair. For those areas the Contractor shall sawcut and remove existing asphalt concrete and underlying unclassified material to a depth of 12.5" below the adjacent coldmilled pavement. The Contractor shall then prepare the underlying subgrade to a relative compaction of 90% and restore the area with 8.5" of CMB covered by 4" of B-PG-64-10. All work necessary to perform removal, disposal and restoration of these

areas shall be considered as included in the Unit Bid Price for Remove and Reconstruct A.C. Pavement and Base (5% of Coldmill).

The aforementioned language applies to bid item #11.

By Order of the City Engineer

/S/ Craig Bilezerian

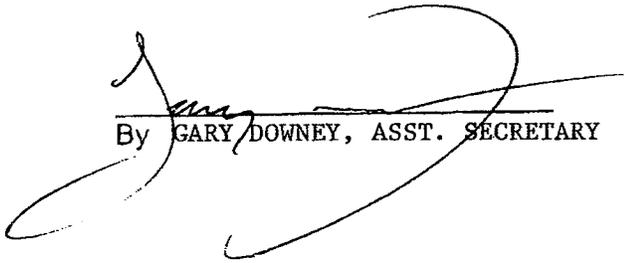
CRAIG BILEZERIAN
City Engineer

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained therein.

SULLY-MILLER CONTRACTING COMPANY

Bidder


By GARY DOWNEY, ASST. SECRETARY

AUGUST 11, 2008

Date

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