

Council Meeting of
March 22, 2011

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

Members of the Council:

SUBJECT: Public Works – Approve a change order for the Wilson Park Parking Lot Rehabilitation, FEAP 741. Expenditure: \$5,380.87

RECOMMENDATION

Recommendation of the Public Works Director that City Council approve a change order to Public Works Agreement C2010-178 with Rafael 26 Construction, Inc. in the amount of \$5,380.87 to cover unforeseen construction tasks undertaken for the completion of the Wilson Park Parking Lot Rehabilitation, FEAP 741.

Funding

Funding for the change order is available from FEAP 741 Wilson Park Parking Lot Rehabilitation project funds.

BACKGROUND AND ANALYSIS

On August 24, 2010, Your Honorable Body awarded a Public Works Agreement (C2010-178) to Rafael 26 Construction, Inc. for the Wilson Park Parking Lot Rehabilitation. The work included grinding off all existing slurry on the concrete surface, concrete patching of cracked surfaces, drainage improvements, new slurry seal on asphalt pavement areas and providing ADA compliant ramps into the park facilities. Construction began on October 26, 2010 and was completed February 11, 2011.

Additional costs were incurred during the construction of the project. The extra work that was performed was authorized in order to facilitate the completion of the project without further impact to the Farmer's Market and the Lunar New Year Event that was held on January 30, 2011. Prior to authorizing this extra work, staff verified that funding was available before proceeding as outlined below.

During the construction, the concrete foundation within the parking lot was exposed by grinding, revealing several unforeseen cracks that had to be repaired by patching. As these repairs were unanticipated, this caused an increase in the 6-inch Portland cement concrete patch bid item quantity. Additionally, while excavating for the drainage improvements on the north side of the main parking lot, Lot B, a 1 foot deep

layer of concrete that ran the length and width of the entire ribbon gutter was uncovered, which needed to be demolished and hauled off-site. As this was a changed condition, the contractor was entitled to be compensated for costs associated with this work. Finally, the transition area to be cold milled between the asphalt and concrete areas had to be increased as the depth of the asphalt material to be removed from the concrete surface was deeper than expected. This meant that the adjacent asphalt pavement required a larger area to be cold milled to provide for a smooth transition from one surface to the next.

The total amount for Change Order #3 is \$5,464.27. Because there is a remaining balance of \$83.40 in the project contingency, the amount requested to be added to the contract is \$5,380.87. With the approval of this change order, the total contract amount will increase from \$283,811.65 to \$289,192.52. As the extra work was unanticipated and the funds are available from the project budget, the Public Works Director recommends that the City Council award the Change Order to Rafael 26 Construction, Inc.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachments: A. Public Works Agreement (C2010-178)
B. Change Order #3

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of August 24, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Rafael 26 Construction, a California Corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **Wilson Park Parking Lot Rehabilitation, FEAP 741, B2010-13**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **Wilson Park Parking Lot Rehabilitation, FEAP 741, B2010-13** (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 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 \$270,296.81 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

C2010-178

COPY

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:

Dan Rafael, Owner

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed,

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. 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.
7. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Rafael 26 Construction, Inc.
10450 Eastborne Ave. Ste. 206
Los Angeles, CA 90024
310-633-0226

Fax: 310-470-9977

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

with a copy to: Attn: Elizabeth Overstreet
Public Works Department
City of Torrance
20500 Madrona Aveune
Torrance, CA 90503
Fax: (310)781-6902

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. 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

Rafael 26 Construction
Incorporated

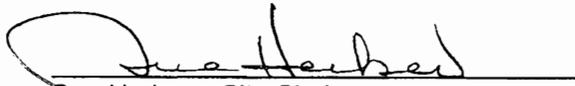


Frank Scotto, Mayor

By: 

Dan Rafael, Owner

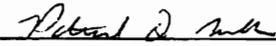
ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Deputy City Attorney

Attachment: Exhibit A: Bid

EXHIBIT A

Bid

BIDDER'S PROPOSAL

Company: Rafael 26 construction Inc.Total Bid: 270,000.00 (LIST NUMBERS)

FOR THE CONSTRUCTION OF
Wilson Park Parking Lot Rehabilitation, FEAP 741
B2010-13

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.	Description	Quantity	Units	Unit Price (\$)	Total Bid (\$)
1	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	1	LS	21,000.00 24,000.00	21,000.00 24,000.00
2	UNCLASSIFIED EXCAVATION	110	CY	34.55	3800.00
3	TOPSOIL FILL	50	CY	130.00	6500.00
4	GRIND PCC PAVEMENT	119100	SF	0.22	26000.00
5	TYPE II SLURRY SEAL	140275	SF	0.40	56000.00
6	REMOVE, CLEAN AND INSTALL GREY CONCRETE TYPE "A" JOINT SEALANT	4800	LF	3.12	15000.00
7	ASPHALT CONCRETE PAVEMENT	125	TON	208.00	26000.00
8	6-INCH PORTLAND CEMENT CONCRETE PATCH	1825	SF	2.74	5000.00
9	4-INCH PORTLAND CEMENT CONCRETE SIDEWALK/PED RAMPS	950	SF	5.26	5000.00
10	6 - 5- INCH WIDE PORTLAND CEMENT CONCRETE CURB (VARIABLE HEIGHT)	63 38	LF	131.58	5000.00
11	TRUNCATED DOMES	6	EA	500.00	3000.00
12	4- FOOT WIDE PCC GUTTER	2430	SF	5.35	13000.00
13	CROSS GUTTER	325	SF	18.47	6000.00
14	AC BERM	532	LF	13.16	7000.00
15	COLD MILL-AC.PAVEMENT	4950	SF	0.81	4000.00

16	INSTALL SIGN	18	EA	555.55	10000.00
17	INSTALL WHEEL STOPS	22	EA	4545	1000.00
18	PAINTED STRIPING	1	LS	3000.00	3000.00
19	TRAFFIC CONTROL	1	LS	3000.00	3000.00
20	PAINT CURB/AC BERM	680	LF	4.41	3000.00
21	REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING	1	LS	10,700.00	10,700.00
22	THERMOPLASTIC MARKINGS	140	EA	185.71	26000.00
23	ADJUST UTILITY TO FINISHED GRADE	2	EA	1500.00	3000.00
24	RELOCATE RECYCLE BIN	1	EA	3500.00	3500.00
25	FIRE HYDRANT LOCATION MARKERS	3	EA	1500.00	4500.00

BIDDER'S PROPOSAL B2010-13

TOTAL BID PRICE \$ 270,000.00
(Figures)*

TOTAL BID PRICE: Two hundred seventy ~~two~~ thousand dollars
(Words)* zero cent
D.R

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

BIDDER'S PROPOSAL B2010-13 (Continued)

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

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

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

Contractor: Rafael 26 construction inc.

Date: 07/01/10 By: Dan Rafael

Contractor's State License No. 907441 Class A, B

Address: 10450 Eastborne Ave. #206, LA, CA 90024

Phone: 310-633-0226

Fax: 310-470-9977

16	INSTALL SIGN	18	EA
17	INSTALL WHEEL STOPS	22	EA
18	PAINTED STRIPING	1	LS
19	TRAFFIC CONTROL	1	LS
20	PAIN CURB/AC BERM	880	EA
21	REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING	1	LS
22	THERMOPLASTIC MARKINGS	140	EA
23	ADJUST UTILITY TO FINISHED GRADE	2	EA

BIDDER'S PROPOSAL B2010-13

TOTAL BID PRICE \$ _____
 (Figures)*

TOTAL BID PRICE: _____
 (Words)*

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

BIDDER'S CERTIFICATION

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

Rafael 26 construction inc.
Bidder

Dan Rafael
By

07/01/10
Date

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

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2010-13

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

Addendum No. 1 X

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Addendum No. 7

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.

 Dan Rafael
Bidder's Signature

 07/01/10
Date

CONTRACTOR'S AFFIDAVIT - B2010-13

STATE OF CALIFORNIA }
 COUNTY OF Los Angeles }

Don Rafael, being first duly sworn, deposes and says:

1. That he is the
president
 Title
 of Rafael 26 construction Inc.
 (Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of Wilson Park Parking Lot Rehabilitation, FEAP 741, B2010-13;

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

CONTRACTOR'S AFFIDAVIT (CONTINUED)

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

Dated this 1st day of July, 2010.

Subscribed and Sworn to
before me this 1st day
of July, 2010.

Rafael 26 construction Inc.
(Contractor)
president
(Title)

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



BID BOND

B2010-13

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of _____ dollars (\$ _____), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2010-13 said work being: the Construction of Wilson Park Parking Lot Rehabilitation, FEAP 741, and in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20__.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____
Phone No.: _____
Fax No.: _____

**LIST OF SUBCONTRACTORS
B2010-13**

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

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

REFERENCES (PAGE 1 OF 2)
B2010-13

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

1. Name (Firm/Agency): LA County
 Address: Botanic Garden Palos Verdes
 Contact Person: Jim Mayer Telephone No.: _____
 Title of Project: ADA parking Lot
 Project Location: Botanic Garden
 Date of Completion: 06/2010 Contract Amount: \$ 20,000.00

2. Name (Firm/Agency): LA Harbor College / LACCD
 Address: LA Harbor College
 Contact Person: Jennifer Telephone No.: _____
 Title of Project: parking lot
 Project Location: LA Harbor College
 Date of Completion: 05/2010 Contract Amount: \$ 26,000.00

3. Name (Firm/Agency): LAUSD
 Address: Laurel Canyon
 Contact Person: _____ Telephone No.: _____
 Title of Project: parking lot
 Project Location: LAUSD
 Date of Completion: 12/09 Contract Amount: \$ 10,000.00

4. Name (Firm/Agency): city of Redondo Beach
 Address: city chamber House
 Contact Person: Eric Lu Telephone No.: _____
 Title of Project: Repair of city chamber House
 Project Location: Redondo Beach
 Date of Completion: 05/10 Contract Amount: \$ 100,000.00

REFERENCES (Continued) Page 2 of 2

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
Gym complex project/38000.00	LACCD	07/09
salty project/30,000.00	LACCD	05/09
LA county (ADA Parking) 20,000.00	LA County	06/10
LA Harbor College/26000.00	LACCD	06/10
City of Redonda Beach 100,000.00	City of Redondo	05/10

Contractor's License No.: 907441 Class: A, B

a. Date first obtained: 02/2007 Expiration 06/2011

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)
<u>Don Rafael</u>	<u>president</u>	<u>907441</u>
_____	_____	_____
_____	_____	_____

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): _____

MA

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): _____

[Handwritten scribble]

DISQUALIFICATION OR DEBARMENT

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

RECEIVED

JUL 28 2010

Public Works Department

Rafael 26 Construction INC

General construction * License # 907441

10450 Eastborne Ave., # 206

Los Angeles, CA 90024

Tel: (310) 633-0226 Fax: (310) 470-9977Email: info@rafael26construction.com

Date: Jul 27, 2010

City of Torrance

Attn: Mrs Lea Reis

Subject: Acknowledgement of CA Contract section 4100-4114

Project Name: Wilson Park parking lot rehabilitation

According to given instruction from public work city of Torrance regarding to **Wilson Park Parking Lot Rehabilitation, FEAP741**. Here by I am acknowledging behalf of Rafael 26 Construction Inc, that on named project we will perform the entire scope of work as prime contractor, with no subcontractors according to section **4100-4114** California contract code.

Please feel free for any other inquiry contact me.

Truly,

Dan Rafael

President



07/27/10



City of Torrance, Public Works Department
CHANGE ORDER

FED. NO.:

PERMIT NO.: N/A	PLAN NO.: Wilson Park, Parking Lot Rehabilitation	CHANGE ORDER NO. R26#003
CONTRACTOR: Rafael 26 Construction Inc.		PROJECT ENGINEER: Lea Reis
		PHONE (310) 618-3055
CONTRACT NO.: C2010-178	FILE REFERENCE: FEAP 741	INSPECTOR: Beth Overstreet
		PHONE: 310-618-3074

CONTRACT DESCRIPTION: Rehabilitation of Wilson Park, Parking Lots B and D

YOU ARE HEREBY AUTHORIZED AND INSTRUCTED TO MAKE THE FOLLOWING CHANGE(S):

The following extra work was performed to complete the rehabilitation of Wilson Park:

Items that exceeded the bid unit quantity by 25% or less are made at the contract unit prices per Greenbook Section 3-2.2.1.

1. Additional 456.25 sq ft. 6-INCH PORTLAND CEMENT CONCRETE PATCH (\$2.74 x 456.25 = \$1,250.13)

Items that exceeded 125% of the bid unit quantities were negotiated as shown:

1. Additional 118.75 sq. ft. 6-INCH PORTLAND CEMENT CONCRETE PATCH (\$5.60 x 118.75 = \$665.00)
2. Additional 126.5 sq. ft. COLD MILL-AC PAVEMENT (\$1.59 x 126.50 = \$201.14)
3. Total 2480 sq. ft. DEMO OF UNFORESEEN CONCRETE MATERIAL (\$1.35 x 2480 = \$3348.00)

Total Change Order under Negotiated Prices = \$4214.14

Total Amount of Change Order = \$5,464.27

METHOD OF PAYMENT (may be combination):

Contract Unit Prices
 Negotiated Prices
 Time & Materials (Estimated)*

\$ 1,250.13
 \$ 4,214.14
 \$ _____

CHANGE TO CONTRACT COST:

Original Contract Cost:	\$ 270,296.81
Previous Change Orders	\$ 13,431.44
Additions/Deletions to Bid Items per this C.O.:	\$ 1,250.13
To be billed per this C.O.:*	\$ 4,214.14
New Contract Cost: *	\$ 289,192.52

* Estimate Only

CHANGE TO CONTRACT TIME:

Original Working Days:	45
Previous Work Days Changes:	5
Current C.O. Work Days Change:	0
New Total Working Days:	50

CITY OF TORRANCE: Project Engineer: _____ Date: _____

APPROVED: Engineering Manager: _____ Date: _____

Public Works Director: _____ Date: _____

NOTE: This Change Order is effective as the date signed by the Public Works Director and/or City Manager. Notify the Project Manager immediately if there is any disagreement.

RECEIVED:

_____ By _____
 CONTRACTOR OFFICER DATE