CITY OF OXNARD
PUBLIC WORK CONTRACT

DATE OF CONTRACT:	June 19, 2012
SPECIFICATION NUMBER:	PW12-02
NAME OF CONTRACTOR:	Toro Enterprises, Inc.
ADDRESS:	2101 E. Ventura Blvd. / P.O. Box 6285-93030 Oxnard, CA 93036 Phone: 805-485-4515 Fax: 405-483-2001

PROJECT DESCRIPTION: **Blackstock South Neighborhood Resurfacing, Alley Improvement South of Colonia Road & Gloria Court Street Improvement** –The project consists of resurfacing Blackstock So. Neighborhood streets; installation of 8 inch recycled water line in Justin Way; alley improvement south of Colonia Road and street improvement of Gloria Court.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 19th day of June, 2012, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: $1,511,777.77

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The project consists of the placement and compaction of asphalt concrete, placement of asphalt membrane (ARAM); slurry seal, milling of asphalt pavement; stabilization of subgrade (digouts); concrete repairs; tree root removal; adjusting utility covers to finish grade; traffic striping, installation of pavement markers; replacement of street name signs; water pollution control; traffic control; and installation of 8-inch recycled water line in Justin Way.

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

(A) The Notice Inviting Bids
(B) This Contract - Number A-7503
(C) Addenda – Numbers None
(D) Specification Number PW12-02
(E) Plans or Drawing Number 11-23A
(F) Contractor's Bid Proposal and List of Subcontractors
(G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
(H) Insurance as required by the specifications and applicable law
(I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is 70 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

DR. THOMAS E. HOLDEN, MAYOR

CONTRACTOR: TORO ENTERPRISES, INC.

SEAN CASTILLO, PRESIDENT

ATTEST

DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

ALAN HOLMBERG
CITY ATTORNEY

APPROVED AS TO INSURANCE:

JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

LOU BALDERRAMA, PW CITY ENGINEER

ROB ROSHANIAN,
INTERIM PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT:

KAREN R. BURNHAM, INTERIM CITY MANAGER

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract.** The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING $10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. CERTIFICATION REGARDING WORKERS'S COMPENSATION

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

Toro Enterprises, Inc.
FIRM/COMPANY NAME

Sean Castillo, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

06/06/12
DATE OF EXECUTION

EXECUTED IN DUPLICATE

Bond: #105714168
Premium: $11,982.00

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Toro Enterprises, Inc. ("Contractor"), as Principal, and Travelers Casualty and Surety Company ("Surety") hereby agree to be bound to the City of Oxnard ("City"), in the sum of One Million Five Hundred* Dollars ($ **), or such greater sum as the attached contract may be amended to provide as payment to Contractor, for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

*Eleven Thousand Seven Hundred Seventy-Seven & 77/100ths **($1,511,777.77)

This performance bond ("bond") is required because Contractor has been awarded and is about to enter into the attached contract with City for the construction of: Blackstock South Neighborhood Resurfacing, Alley Improvement South of Colonia Road & Gloria Court Street Improvement - Spec #PW12-02

and is required by City to give this bond in connection with the execution of the contract.

If Contractor satisfactorily performs all the covenants and obligations of the contract on Contractor's part to be done and performed at the times and in the manner specified therein, then this bond shall be null and void one year after final acceptance of the Contractor's performance by City; otherwise this bond shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the contract, alteration in the work to be done, the amount to be paid to Contractor or the materials to be furnished, or change to the plans and specifications accompanying the contract, shall in any way release or change the obligations of either Contractor or Surety on this bond, and notice of such alterations, changes, additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document this 5th day of June, 2012.

Toro Enterprises, Inc.
PRINCIPAL

BY _____
(SEAL)

Travelers Casualty and Surety Company of America
SURETY

BY Michelle Haase
(SEAL) Michelle Haase, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On June 5, 2012 (Date) before me, Susan E. Morales, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Michelle Haase (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature Susan E. Morales
Signature of Notary Public — Susan E. Morales

SUSAN E. MORALES
COMM. # 1930723
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 28, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Toro Enterprises - Bond #105714168 - City of Oxnard

Document Date: June 5, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michelle Haase
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: Ventura

On June 11, 2012, before me, Renee Cruz, Notary Public
(name and title of the officer)

personally appeared Sean Castillo

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

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

WITNESS my hand and official seal

Renee Cruz
Signature of Notary Public

RENEE CRUZ
COMM. # 1843560
NOTARY PUBLIC-CALIFORNIA
VENTURA COUNTY
MY COMM. EXP. APR. 6, 2013

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages 1 Document Date: 6-5-12 Performance Bond No. 105714168 for Title or type of document Specification No. PW12-02 Additional information		☐ Individual(s) ☒ Corporate Officer President ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	

EXECUTED IN DUPLICATE

Bond #105714168
Premium: Included with the Performance Bond

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

The City of Oxnard, on June 19th, 2012 awarded to Toro Enterprises, Inc. ("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work described as follows: Blackstock South Neighborhood Resurfacing, Alley Improvement South of Colonia Road & Gloria Court Street Improvement - Spec #PW12-02

Now, therefore, Principal and Travelers Casualty and Surety Company of America ("Surety") agree to be bound to the City of Oxnard in the sum of One Million Five Hundred Eleven Thousand &* Dollars ($1,511,777.77), or such greater sum as the contract may be amended to provide as payment to Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. *Seven Hundred Seventy-Seven & 77/100ths

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant under the contract, or for any amount required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts, costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition.

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 5th day of June, 2012.

Toro Enterprises, Inc.
PRINCIPAL

BY _____ (SEAL)

Travelers Casualty and Surety Company of America
SURETY

BY Michelle Haase (SEAL) Michelle Haase, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On June 5, 2012 (Date) before me, Susan E. Morales, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Michelle Haase (Name(s) of Signer(s)),

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

SUSAN E. MORALES
COMM. # 1930723
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires March 28, 2015

Place Notary Seal Above

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 Susan E. Morales
Signature of Notary Public — Susan E. Morales

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Toro Enterprises - Bond #105714168 - City of Oxnard

Document Date: June 5, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michelle Haase
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222892

Certificate No. 004792515

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janina Monroe, and Michelle Haase

of the City of Irvine, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of March, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: George W. Thompson, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 27th day of March, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN - 5 2012, 20 __.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

County of: Ventura

On June 11, 2012, before me, Renee Cruz, Notary Public
(name and title of the officer)

personally appeared Sean Castillo

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

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

WITNESS my hand and official seal

RENEE CRUZ
COMM. # 1843560
NOTARY PUBLIC-CALIFORNIA
VENTURA COUNTY
MY COMM. EXP. APR. 6, 2013

Signature of Notary Public

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages 2 Document Date: 6-5-12 Payment Bond No. 105714168 for Title or type of document Specification No. PW12-02 Additional information		☐ Individual(s) ☒ Corporate Officer President ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other	

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7503
300 West Third Street, Suite 302
Oxnard, California 93030

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-G.doc

ACORD®

CERTIFICATE OF LIABILITY INSURANCE 10/1/2012

DATE (MM/DD/YYYY): 6/5/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1310020 Toro Enterprises, Inc.
P.O. Box 6285
Oxnard CA 93031

COVERAGES TOREN01 C4 CERTIFICATE NUMBER: 11840869 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X DED. $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	N	GLA 5223741-01	10/1/2011	10/1/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N	N	GLA 5223741-01	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
							Comp/Coll	$ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 6554582-02	10/1/2011	10/1/2012	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Additional Insured(s): Certificate holder, its City Council, officers, employees, and volunteers. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

CERTIFICATE HOLDER

11840869
City of Oxnard
Reference No. A-7503
300 West Third Street, Suite 302
Oxnard CA 93030

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
	06/06/2012

PRODUCER

Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Floor
CA License #0F15767
Los Angeles, CA 90017

Telephone:

POLICY INFORMATION:
Insurance Company: Zurich American Insurance Company
Policy No.: GLA 5223741-01
Policy Period: (from) 10/01/2011 (to) 10/01/2012
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☒ Deductible ☐ Self-Insured Retention (check which) of $5,000 _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED

Toro Enterprises, Inc.

P.O. Box 6285
Oxnard, CA 93031

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☒ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☒ GENERAL	$1,000	$2,000
☒ PRODUCTS/COMPLETED OPERATIONS	$1,000	$2,000
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7503
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☒ Broker/Agent ☐ Underwriter ☐ _____

I John Nagelhout (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____ (original signature required)

Telephone: (213) 689-4240 Date Signed 6/6/12

INS-E-2M LIMIT-USE.DOC

Rev. 6/12

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
	06/06/2012

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Floor
CA License #0F1567
Los Angeles, CA 90017

Telephone:

POLICY INFORMATION:
Insurance Company: Zurich American Insurance Company
Policy No.: GLA 5223741-01
Policy Period: (from) 10/01/2011 (to) 10/01/2012
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

NAMED INSURED
Toro Enterprises, Inc.
P.O. Box 6285
Oxnard, CA 93031

☒ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $ 1,000 applies to Comprehensive & Collision coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☒ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ 1,000 per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA000T (Ed. 6/92), code ("any auto"); or

   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7503
300 W. 3rd Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I John Nagelhout (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (213) 689-4240 Date Signed 6/6/12

Rev. 6/12 INS-E-2M LIMIT-USE.DOC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location of the the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work including materials parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

Miscellaneous Attachment: M462290
Master ID: 1310020, Certificate ID: 11840869

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard.

© ISO Properties, Inc., 2004

Miscellaneous Attachment: M462291
Master ID: 1310020, Certificate ID: 11840869

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Other Insurance Amendment - Primary And Non-Contributory

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLA 5223741-01	10/1/2012	10/1/2011			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TORO ENTERPRISES, INC.
Address (including ZIP Code): P.O. BOX 6285, OXNARD, CA 93031

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance**:

   This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: PW12-02-Blackstock South Neighborhood Resurfacing, Alley Improvement South of Colonia Road & Gloria Court Street Improvement

BRIEF DESCRIPTION OF PROJECT: The project consists of resurfacing Blackstock South Neighborhood streets; installation of 8 inch recycled water line in Justin Way; alley improvement south of Colonia Road and street improvement of Gloria Court.

Specification Number PW12-02 includes 33 pages of bid documents. Drawing No. 11-23A includes 16 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 70 calendar days. Liquidated damages will be assessed at $3,000 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION MAY CAUSE REJECTION OF THE BID

Name Toro Enterprises, Inc.
Physical Address 2101 E. VENTURA BLVD.
Mailing Address P.O. BOX 10285-93030
City OXNARD State CA. Zip Code 93030
Telephone No. 805.485.4515 Fax No. 805.483.2001

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

BIDDER'S AFFIDAVIT

PROJECT PW12-02 - BLACKSTOCK SOUTH NEIGHBORHOOD RESURFACING, ALLEY IMPROVEMENTS SOUTH OF COLONIA ROAD & GLORIA COURT STREET IMPROVEMENTS

I depose and say that I am SEAN CASTILLO - PRESIDENT
(Print or type name and title)

of Toro Enterprises, Inc.
(Name of Company)

2101 E. VENTURA BLVD. OXNARD CA. 93036
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: 77-0396663

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 710580 FED TAX I.D. # 77-0396663

Classification: A, C8

Contractor's License Expiration Date: 8.31.2012

City of Oxnard Business License Number(Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 961950441

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.

4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated May 21, 2012 at Oxnard, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

SIGNATURE SEAN CASTILLO - PRESIDENT

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1000-22.2	LS	1	50,000.00	$50,000.00
2	Traffic Control	1505-3	LS	1	18,000.00	18,000.00
3	Storm Water Pollution Prevention	1800-3	LS	1	8,800.00	8,800.00
	BLACKSTOCK SOUTH STREET IMPROVEMENT					
4	Cold Mill AC Pavement (2" Max.)	1110-3	SY	22,697	1.40	31,775.80
5	Unclassified Excavation	1120-4	CY	14	93.00	1,302.00
6	Class 2 Aggregate Base	1130-4	TONS	21	48.00	1,008.00
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TONS	11	113.00	1,243.00
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TONS	17	98.00	1,666.00
9	Asphalt Concrete Leveling Course, Type III (DGAC-D2 PG 64-10)	1150-10	TONS	800	110.00	88,000.00
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	10,940	7.12	77,892.80
11	Asphalt Rubber Hot Mix (ARHM GG-C PG 64-16)	1152-10	TONS	7,979	99.00	789,921.00
12	Crack Fill	1155-4	LS	1	12,000.00	12,000.00
13	SlurrySeal Type II (RAP)	1160-5	SY	17,792	2.20	39,142.40
14	SlurrySeal Type II (RAP) For Cape Seal	1160A-5	SY	10,940	3.00	32,820.00
15	Remove & Replace PCC Sidewalk	1174-6	SF	1,091	4.50	4,909.50
16	Remove & Replace PCC Driveway	1174-6	SF	244	12.00	2,928.00
17	Remove & Replace PCC Curb and Gutter (A2-6)	1174-6	LF	414	41.00	16,974.00
18	Remove & Replace PCC X-Gutter & Spandrel	1174-6	SF	377	13.50	5,089.50
19	Install, Remove & Replace 4' PCC Ribbon Gutter	1174-6	LF	13	75.00	975.00
20	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	44	2,050.00	90,200.00
21	Install PCC Curb Ramp, Case D Type 1	1174-6	EA	2	2,050.00	4,100.00
22	Adjust Water Valve Cover to Finished Grade, Includes Riser	1185-3	EA	70	470.00	32,900.00
23	Adjust Manhole Cover to Finished Grade	1185-3	EA	56	300.00	16,800.00

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
24	Adjust Survey Monument Cover to Finished Grade	1185-3	EA	14	305.00	$4,270.00
25	Adjust Water Meter Box to Finished Grade	1185-3	EA	3	60.00	180.00
26	Install Blue Reflective Pavement Marker	1515-3	EA	70	15.60	1,092.00
27	Install "STOP" Pavement Marking (T)	1515-3	EA	29	114.00	3,306.00
28	Install Detail 2 (T)	1515-3	LF	1,055	.80	844.00
29	Install Detail 22 (T)	1515-3	LF	565	2.10	1,186.50
30	12" Solid White (T)	1515-3	LF	635	3.40	2,159.00
31	12" Solid Yellow (T)	1515-3	LF	285	3.40	969.00
32	Remove & Replace Street Name Sign	1530-4	EA	66	208.00	13,728.00
33	Install STOP Sign (R1-1)	1530-4	EA	2	156.00	312.00
34	Remove & Replace Sign Post	1530-4	EA	20	229.00	4,580.00
	ALLEY SOUTH OF COLONIA RD. & GLORIA COURT					
35	2.375" Cold Mill	1110-3	SY	2,791	2.65	7,396.15
36	2" Cold Mill	1110-3	SY	1,176	2.93	3,445.68
37	Unclassified Excavation	1120-4	CY	6	116.00	696.00
38	Aggregate Base Class 2	1130-4	TN	9	48.00	432.00
39	Asphalt Rubber Hot Mixed (GG-C PG 64-16)	1152-10	TN	454	106.00	48,124.00
40	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	3,977	7.12	28,316.24
41	PCC 6" Thick Concrete Pad At Trash Enclosures	1174-6	SF	400	8.65	3,460.00
42	Speed Hump (Type A)	1150-10	EA	4	610.00	2,440.00
43	Remove & Replace 8" Thick PCC Curb (A1-8)	1174-6	LF	20	35.00	700.00
44	New Concrete Sidewalk	1174-6	SF	193	4.20	810.60
45	New PCC Curb (Type A1-6)	1174-6	LF	37	21.00	777.00
46	Remove & Replace PCC Alley Driveway Entrance/Approach	1174-6	SF	554	18.30	10,138.20
47	Lower and Raise Water Valve Cover to Finished Grade	1185-3	EA	1	965.00	965.00
48	Paint/Re-paint Curb (Red)	1901-4	LF	60	1.60	96.00
49	12" Solid Yellow Striping (Thermo)	1515-3	LF	181	3.40	615.40
50	Install Street Name Signs	1530-4	EA	1	182.00	182.00

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
	RECYCLED WATERLINE					$
51	Trench Stabilization	1003-4.2	TONS	50	38.00	1,900.00
52	Trench Safety	1003-4.2.1	LS	1	1,300.00	1,300.00
53	Dewatering	1003-4.4	LS	1	6,200.00	6,200.00
54	Miscellaneous Work and Existing Facilities	1003-4.7	LS	1	2,800.00	2,800.00
55	Install 8-inch PVC Recycled Waterline (DR14, C-900)	1700-4.1	LF	300	99.70	29,910.00
	GRAND TOTAL			$		1,511,777.77

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - $ 1,511,777.77

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of ***all*** addenda or enter the word *"none"' if* appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED May 21, 2012 AT OXNARD, CA.

COMPANY NAME Toro Enterprises, Inc.

SIGNATURE SEAN CASTILLO TITLE PRESIDENT
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1 /2 of 1%) of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater.

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening.*	
			STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBER	CLASS
1. RUBBERIZED CRACKFILLER SEALANT, INC.	800 E. WALNUT AVE FULLERTON, CA. 92831	CRACK SEAL	484758	C-32
2. MANHOLE ADJUSTING, INC.	9500 BEVERLY RD, PICO RIVERA, CA. 90660	ARAM	398443	A, C-12
3. SUPER SEAL & STRIPE	P.O. BOX 755 FILLMORE, CA. 93016	STRIPING & MARKING	310027	C-32

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

The information requested below must be filled out completely.			This information must *be provided now or via fax (805 385-8360)* within *24 hours of bid* opening.	
			STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	NUMBER	CLASS
4. PAVEMENT COATINGS	10240 SEVAING WAY MIRA LOMA, CA. 91752	SLURRY SEAL	303009	A, C32
5.				
6.				
7.				
8.				
9.				

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER –PW12-02

BIDDER'S NAME Toro Enterprises, Inc.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) INFORMATION FOR CDBG FUNDED PROJECTS

In accordance with Federal policies and requirements to promote and encourage the use of minority and women owned enterprises, the City of Oxnard adopted a Minority and Women's Business Enterprise Plan which asks contractors to ensure that MBE/WBE's have maximum opportunity to participate in contracts with the City (see pages E-21 through E-28). **If the CDBG assigned minimum goals are not achieved, each bidder shall submit full documentation showing good faith efforts (see page E-26). Failure to meet the goals or to demonstrate a good faith effort may result in a rejection of your bid.**

The following information must be provided at the time the bid is submitted for all MBE/WBE contractors, subcontractors, suppliers, and prefabricators. A completed "minority and women's business enterprise questionnaire" (B-6B) must be submitted only for each MBE/WBE not currently certified by Caltrans. All subcontractors must be listed on the "list of subcontractors."

Name of MBE/WBE	Current Caltrans Certification Number	B-6B Questionnaire Attached (Y/N)	Description of Work	MBE/ WBE	Dollar Amount of Contract
SUPER SEAL & STRIPE	CCA-8087	N	STRIPING & MARKING	WBE	39,299.50
TORO ENTERPRISES, INC.		Y	GENERAL CONTRACTOR (VARIOUS)	MBE	1,272,461.18

	GOAL ACHIEVED	GOAL ASSIGNED Total
Minority Business	$ 1,272,461.18	
Total Bid Amount	$ 1,511,777.77 = 84.17%	
Women's Business	$ 39,299.50	4%
Total Bid Amount	$ 1,511,777.77 = 2.60%	

PERSON COMPLETING THIS FORM:

Signature

5.21.12
Date

SEAN CASTILLO - PRESIDENT
Person's Name & Title, Typed

805.483.4515
Telephone Number, Including Area Code

B-6-A

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02
BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS

	Standard Bidder Questions (continued)	Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.		

Contractor Officer's Signature:

PRESIDENT
Title

May 21, 2012
Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Toro Enterprises, Inc.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes _____ No ✓

2. If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

SIGNATURE OF BIDDER
SEAN CASTILLO - PRESIDENT

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declare under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ✓ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ✓

~~If the answer is yes, explain the circumstances in the following space.~~

Signature of Bidder

SEAN CASTILLO - PRESIDENT

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Signature of Bidder
SEAN CASTILLO - PRESIDENT

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

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

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Bidder
SEAN CASTILLO - PRESIDENT

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Signature of Bidder
SEAN CASTILLO - PRESIDENT

~~Notes: Providing false information may result in criminal prosecution or administrative sanctions.~~

CITY OF OXNARD
SPECIFICATION NUMBER PW12-02

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Signature of Bidder
SEAN CASTILLO - PRESIDENT

CITY OF OXNARD
SPECIFICATION NUMBER –PW12-02

CERTIFICATE OF COMPLIANCE
FEDERAL REQUIREMENTS

This project is being financed totally or in part by federal grant funds. As such, it is subject to special contract requirements as explained in the "General Conditions (Federal Edition)." Other requirements are listed below and detailed in the "Special Provisions."

Other federal requirements:

_____

_____

The Davis-Bacon Act minimum wages related to this project are included in the bid documents. The effective wage determination and modifications are:

DECISION NUMBER	REVISION DATE	MOD NUMBER
CA120025	03/30/2012	CA25

The Davis-Bacon Act provides that all modifications published more than ten days before bid opening shall be applicable. Changes made in a determination afte contract award are not effective.

A copy of the wage determination and modifications must be posted at the construction site in a prominent place readily accessible to all workers.

I understand that failure to comply with these requirements will subject me to sanctions imposed by the city or the federal agency providing funds for this project, including possible debarment or suspension from participation in federally-funded construction projects.

THE FOREGOING CERTIFICATE IS FOR:

Toro Enterprises, Inc.
FIRM/COMPANY NAME

SEAN CASTILLO - PRESIDENT
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

May 21, 2012
DATE OF EXECUTION

CITY OF OXNARD
SPECIFICATION NUMBER –PW12-02

"SECTION 3" AFFIRMATIVE ACTION PLAN
GENERAL CONDITIONS, FEDERAL EDITION

CONTRACTOR/SUBCONTRACTOR TORO ENTERPRISES, INC.
PROJECT BLACKSTOCK SOUTH NEIGHBORHOOD RESURFACING PW12-02

I. Goals for Utilizing Local Project Area Residents and Businesses

A. Workforce Needs

	TRADE	ALREADY EMPLOYED	TO BE HIRED	"SECTION 3" OBJECTIVE %
Skilled	T.B.D. UPON AWARD OF CONTRACT			
Semi-skilled				
Unskilled				
Trainees (Apprentices)				

Awards to local project area qualified businesses, subcontractors and vendors represents ___ percent of the value to be subcontracted or supplied.

ITEM	DOLLAR VALUE

II. Steps to Accomplish Objectives

A. Minimum Requirements

1) Attempt to recruit from the project area through local advertising media and signs placed at the job site, community organizations, and public and private agencies operating within or serving the project area, such as the state employment development department, urban league, etc.

2) Maintain a list of all lower-income residents of the project area who have applied either on their own or on referral from any source and employ such persons if otherwise qualified and if openings exist.

"SECTION 3" AFFIRMATIVE ACTION PLAN (CONT'D)
GENERAL CONDITIONS, FEDERAL EDITION

3) Contact project area organizations likely to refer prospective subcontractors.

B. Additional Steps

III. Steps to Secure the Cooperation of Subcontractors and Unions in Meeting These Goals

A. Minimum Requirements

1) Incorporate the "Section 3" clause into all subcontracts to complete a "Section 3" Affirmative Action Plan prior to signing the contract.

2) Notify the City when the union(s) with which the Contractor has a collective bargaining agreement has not referred to the Contractor or Subcontractor a low income resident worker or the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet "Section 3" goals.

B. Additional Steps

IV. Certification

I certify that I will comply with "Section 3" regulations as established in 24 CFR 135 and will make a good faith effort to meet the goals outlined above, and I hereby appoint:

SEAN CASTILLO/PRESIDENT
Name of Appointee/Official Status with Firm

as the person responsible for the implementation of this plan.

Toro Enterprises, Inc.
FIRM/COMPANY NAME

SIGNATURE OF
AUTHORIZED REPRESENTATIVE

SEAN CASTILLO - PRESIDENT
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

5.21.12
DATE OF EXECUTION

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract.** The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING $10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. CERTIFICATION REGARDING WORKERS'S COMPENSATION

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

Toro Enterprises, Inc.	SEAN CASTILLO - PRESIDENT
FIRM/COMPANY NAME	NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
	5.21.12
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE OF EXECUTION

SECTION 3 CONTRACT CLAUSES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will no subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

The Contractor/Subcontractor by this signature affixed hereto declares under penalty of perjury: Contractor/ Subcontractor has read City requirements and accepts all its requirements contained therein for all of his/her operations within the City of Oxnard.

Signature _____ Printed Name and Title Sean Castillo, President

Signature _____ Printed Name and Title JERRY HANNIGAN, SECRETARY

Company Name: Loro Enterprises Inc. Date: May 21, 2012

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CITY OF OXNARD
SPECIFICATION NUMBER –PW12-02

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

The information below must be completed and submitted by each minority-owned or women-owned contractor or subcontractor or supplier, not currently certified by Caltrans. The City's MBE/WBE Plan is included in the "General Conditions (Federal Edition)" section.

1.Name of Firm: TORO ENTERPRISES, INC.

2. Telephone No.: (805) 483-4515

3.Business Address City, State, Zip: 2101 E. VENTURA BLVD. OXNARD, CA. 93036

4. Contact Person: JERRY HANNIGAN

5.Type of Ownership: **Check One Only**

Γ Sole Ownership Γ Partnership ☑ Corporation
Γ Joint Venture Γ Other _____

6. Fifty Percent (50%) or more Ownership
(a) Γ Minority-owned
Γ Black Γ Asian or Pacific Islander
☑ Hispanic Γ American Indian or Alaska Native
Γ Other _____
(b) Γ Women-owned

7. Have you ever been certified by Caltrans as a Disadvantaged Business Enterprise?
☑ Yes Date of Expiration: 3.31.2011
Γ No

Are you registered or listed with any organizations representing or promoting MBE/WBE? Yes ☑ No Γ
Γ Oxnard Minority Business Development Center
☑ Other CITY OF LOS ANGELES

8. California Contractor's License No(s). 710580

9. Type of Business: GENERAL ENGINEERING CONTRACTOR
Years in Business: 18

10. Description of work for this project

Contract Item No(s). GENERAL CONTRACTOR VARIOUS ITEMS
Dollar Amount $ 1,272,461.18

Continued on Next Page

CITY OF OXNARD
SPECIFICATION NUMBER –PW12-02

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

BIDDER'S NAME Toro Enterprises, Inc.

AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and that all material information necessary to confirm the ownership and operations of TORO ENTERPRISES, INC. will be provided upon request.
(Name of Subcontractor/Supplier Firm)

Further, the undersigned agrees to provide through the prime contractor or directly to the City of Oxnard current, complete and accurate information regarding actual work performed on the project, payments, and any proposed changes, and to permit audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

NOTE: If, after filing this schedule, and before the work on any contract covered by this regulation, there is any significant change in the information submitted, you must inform the City of the change, either through the prime contractor or to the City directly.

Signature _____ Title PRESIDENT
(Officer of Subcontractor/Supplier Firm)*

Printed Name SEAN CASTILLO Date Signed May 23, 2012

*Person signing must be listed on records of Contractors State License Board.
* Please see attached

NOTARY

On this _____ day of _____, 2008, before me appeared _____ (name) to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by _____ (name of firm) to execute the affidavit and did so act and deed.

Notary Public _____ Commission Expires _____

B-6C

CALIFORNIA JURAT

State of : California

County of: Ventura

Subscribed and sworn to (~~or affirmed~~) before me

this 23 (Date) day of May (Month), 2012 (Year), by

(1) Sean Castillo
Name of Signer (s)

(2) _____
Name of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) who appeared before me

WITNESS my hand and official seal

Renee Cruz
Signature of Notary Public

RENEE CRUZ
COMM. # 1843560
NOTARY PUBLIC-CALIFORNIA
VENTURA COUNTY
MY COMM. EXP. APR. 6, 2013

(Notary Seal)

OPTIONAL INFORMATION

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages 1 Document Date: 5-23-12 Affidavit for Minority and Women's Business Title or type of document Enterprise Questionnaire for Spec PW12-02 Additional information		☐ Individual(s) ☒ Corporate Officer President ☐ Partner ☐ Attorney-in-Fact ☐ Trustee(s) ☐ Other _____	