

**PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
OPAL STREET SEWER PROJECT**

**B2016-04**



**Craig Bilezerian  
City Engineer**

**January 2016**

## TABLE OF CONTENTS

### SECTION A - NOTICE INVITING BIDS

NOTICE INVITING BIDS.....	A-1
---------------------------	-----

### SECTION B - INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS .....	B-1
-------------------------------	-----

### SECTION C - BID DOCUMENTS

BIDDER'S SUBMITTAL .....	C-1
--------------------------	-----

ACKNOWLEDGMENT OF ADDENDA RECEIVED .....	C-5
--	-----

CONTRACTOR'S AFFIDAVIT .....	C-6
------------------------------	-----

BID BOND .....	C-8
----------------	-----

LIST OF SUBCONTRACTORS.....	C-9
-----------------------------	-----

REFERENCES.....	C-10
-----------------	------

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS.....	C-12
---	------

DISQUALIFICATION OR DEBARMENT .....	C-13
-------------------------------------	------

EXPERIENCE STATEMENT.....	C-14
---------------------------	------

### SECTION D - DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY PRIOR TO AWARD OF CONTRACT

PERFORMANCE BOND .....	D-1
------------------------	-----

LABOR AND MATERIAL BOND.....	D-3
------------------------------	-----

PUBLIC WORKS AGREEMENT .....	D-6
------------------------------	-----

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT.....	D-7
---	-----

WORKERS' COMPENSATION INSURANCE CERTIFICATION .....	D-9
---	-----

### SECTION E - SPECIAL PROVISIONS

**APPENDIX I: PUBLIC WORKS AGREEMENT**

**APPENDIX II: CITY OF TORRANCE PERMIT AND BUSINESS LICENSE**

**APPENDIX III: CITY OF TORRANCE STANDARD PLANS**

**APPENDIX IV: STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC)**

**APPENDIX V: CONSTRUCTION & DEMOLITION WASTE MANAGEMENT PLAN (WMP)**

**APPENDIX VI: GEOTECHNICAL INVESTIGATION**

**SECTION A**

**NOTICE INVITING BIDS**

**CITY OF TORRANCE, CALIFORNIA**

**NOTICE INVITING BIDS**

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 3:00 p.m. on Wednesday, February 17, 2016**, after which time they will be publicly opened and read at 3:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF  
OPAL STREET SEWER PROJECT  
B2016-04**

Plans and specifications, including the geotechnical investigation, are available on the City's project website at <http://www.torranceca.gov/29516.htm>

Those who only view and/or print the Specifications from the City's website will not automatically be added to the City's Plan Holder list for this project.

**The official Bidder's Submittal packet must be obtained from the Office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, California. Contact the City Clerk's office at (310) 781-7530 or [CityClerk@TorranceCA.gov](mailto:CityClerk@TorranceCA.gov) for more information. There is no cost if the Bidder's Submittal is obtained at City Hall. A payment of \$5 is required if requested by mail.** The amount includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, address, telephone and fax numbers, a contact person and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal. **If a bidder submits its Bidder's Submittal on forms other than the official Bidder's Submittal forms, the City may declare the bid as non-responsive.**

A bound Specifications booklet may also be obtained at the same Office of the City Clerk, upon payment of \$20 if obtained at City Hall, or payment of \$25 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$25 includes a copy of the official Bidder's Submittal packet. If requesting any item(s) by mail, please send check to the following:

**CITY OF TORRANCE  
OFFICE OF THE CITY CLERK  
3031 TORRANCE BLVD  
TORRANCE, CA 90509  
ATTN: B2016-04**

The Engineer's estimate of the contract total is between \$480,000 and \$520,000 for the base bid. All work shall be completed within 80 working days from the date of the Notice to Proceed (NTP).

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder. No facsimile bids shall be accepted by the City.

Substitution of securities for withheld funds is permitted per Section 22300 of the Public Contract Code.

The City has determined that a Class **A** Contractor's license is necessary to bid this project, but reserves the right to accept another Class at the sole discretion of either the Public Works Director or Engineer.

This project is using local funds and pursuant to Section 1770 et seq. of the California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California ("DIR"). These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

**This contract is subject to compliance monitoring and enforcement by the DIR. If this project has a bid opening date of March 1, 2015 or later, any contractor and any subcontractor must register in order to submit a bid and be awarded a contract. Also refer to Special Provisions Section 7-2.6 of this document. (SB854)**

By order of the City Council of the City of Torrance, California.

For further information, please contact John Dettle, P.E., Engineering Manager in the Public Works Department at (310) 618-3059.

**SECTION B**

**INSTRUCTIONS TO BIDDERS**

## CITY OF TORRANCE, CALIFORNIA

### INSTRUCTIONS TO BIDDERS

#### A. QUALIFICATION OF BIDDERS

##### 1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

##### 2. Contractor's License

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

##### 3. Contractor Registration Requirements

SB 854 amended the Labor Code to require all contractors bidding on public work to register with the Department of Industrial Relations (DIR) and to pay an annual fee. The registration requires contractors to provide the State with evidence of the contractors' compliance with a number of statutory requirements. The registration requirement took effect on July 1, 2014.

##### 4. Bidder's Submittal and Contract Award Prohibited

Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015. Similarly, a public entity cannot award a public work contract to a non-registered contractor, effective April 1, 2015.

#### B. BIDDER RESPONSIBILITY

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Public Works Director proposes not to recommend the award of contract to the

apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2<sup>nd</sup> lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. **ADDENDA TO THE CONTRACT DOCUMENTS**

The City may issue Addenda to the Contract Documents during the period of advertising for any reason. Addenda will be issued only by email and to those considered "Plan Holders". Refer to the Notice Inviting Bid for instructions on becoming a "Plan Holder". The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

D. **PREPARATION OF THE BID**

1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Plans and the Work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work based on field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bidder's Submittal forms provided by the City Clerk. All Bid Documents listed below must be completed, executed and submitted with the Bid by the Bidder.

Required Bidder's Submittal Documents:

- 1) Bidder's Submittal
- 2) Addenda Acknowledgment Of Addenda Received
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) Violations of Federal or State Law
- 8) Disqualification or Debarment
- 9) Experience Statement
- 10) Bidder's Liner Methodology Qualifications Package [Note: The Bid submittal requirements supplement Section 500-1 of the Standard Specifications.]

All prices submitted will be considered as including any and all sales or use taxes. For any individual bid item, in the case of a discrepancy between its unit price and total bid, the unit price shall always prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

This project has no DBE requirements.

E. BID BOND

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the Public Works Department. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required sixteen (16) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

No less than 2 weeks prior to the anticipated City Council meeting awarding a contract as a result of the Notice Inviting Bids, the City will notify all of the vendors that submitted a bid of the intention to award.

City of Torrance Bid/RFP Protest Procedures: The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance website:  
[http://www.torranceca.gov/PDF/Bid\\_RFP\\_Protest\\_Procedures.pdf](http://www.torranceca.gov/PDF/Bid_RFP_Protest_Procedures.pdf)

H. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- 1) Performance Bond (100% of Bid)
- 2) Labor and Material Bond (100% of Bid)
- 3) Contract - Public Works Agreement
- 4) Verification of Insurance Coverage (Certificates and Endorsements)
- 5) Construction or Service Contract Endorsement
- 6) Workers' Compensation Insurance Certificate

- 7) Construction Permit Application Form
- 8) Business License Application Form

I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. No fee is charged for a Construction-Excavation Permit issued by the City of Torrance for a public works project. The Contractor shall obtain a City of Torrance Business License.

K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit their question(s) in writing to the Torrance Public Works Department. Any and all questions must be emailed to John Dettle, Engineering Manager at JDettle@TorranceCA.gov. Please list "**OPAL STREET SEWER PROJECT**" in the subject line of the email.

All questions must be received no later than 1:00 p.m. on the Wednesday one week prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call John Dettle directly at (310) 618-3059.

**SECTION C**  
**BID DOCUMENTS**

## BIDDER'S SUBMITTAL

### PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF OPAL STREET SEWER PROJECT B2016-04

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

Members of the Council:

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

### OPAL STREET SEWER PROJECT

#### BID SCHEDULE

Item No.	Est. Qty	Units	Bid Item Description	Spec. Section	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	9-3.4		
2	1	LS	CONSTRUCTION SURVEYING	2-9.2		
3	5	EA	SURVEY MONUMENTS	2-9.1		
4	1	LS	TRAFFIC CONTROL INCLUDING TCP AND PORTABLE CHANGEABLE MESSAGE SIGNS	7-10 7-15		
5	1	LS	FURNISH AND APPLY STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AS REQUIRED TO CONTROL, PREVENT, REMOVE OR REDUCE POLLUTION, INCLUDING PREPARATION OF STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	7-8.6.2		
6	51,300	SF	TYPE II SLURRY SEAL WITH 2-1/2% LATEX INCLUDING NEW STRIPING	302-4.6		
7	1	LS	CRACK SEAL	302-14		
8	1	LS	REMOVE EXISTING PAVEMENT STRIPING, MARKINGS, LEGENDS, AND RAISED PAVEMENT MARKERS	314-2 314-3		
9	1	LS	INSTALL THERMOPLASTIC PAVEMENT STRIPING, MARKINGS, LEGENDS, AND RETROREFLECTIVE RAISED PAVEMENT MARKERS INCLUDING RELOCATION OF STOP SIGN AS NEEDED.	314-4		

Item No.	Est. Qty	Units	Bid Item Description	Spec. Section	Unit Price	Total Bid
10	10	EA	UTILITY POTHOLING	5-1		
11	1	LS	SHORING AND BRACING FOR PROTECTION OF LIFE AND LIMB INCLUDING SHORING PLANS AND CALCULATION SIGNED BY STRUCTURAL ENGINEER	7-10.4.2.2 306-4		
12	24	EA	CONSTRUCT TERMINAL CLEANOUT STRUCTURE PER SPPWC STD 204-1	306-15.7		
13	1,950	LF	INSTALL 15" DIAMETER EXTRA STRENGTH VITRIFIED CLAY PIPE (VCP) INCLUDING TRENCHING (EXCAVATION), BEDDING, PIPELAYING, BACKFILL, COMPACTION, AND TESTING INCLUDING PAVEMENT REPAIR	207-8 306-3.2 306-13.2 306-15.1		
14	120	LF	INSTALL 10" DIAMETER EXTRA STRENGTH VITRIFIED CLAY PIPE (VCP) INCLUDING TRENCHING (EXCAVATION), BEDDING, PIPELAYING, BACKFILL, COMPACTION, AND TESTING INCLUDING PAVEMENT REPAIR	207-8 306-3.2 306-13.2 306-15.1		
15	440	LF	CONSTRUCT 6" HOUSE CONNECTION SEWER PER SPPWC STD 222-2, TYPE C AND CITY OF TORRANCE STD T203. TRENCHING AND PAVEMENT REPAIR	306-14.3		
16	120	VF	CONSTRUCT SEWER MANHOLE PER SPPWC STD 200 (60" DIA.) INCLUDING CRYSTALLINE WATERPROOFING	306-15.7		
17	1000	CY	UNCLASSIFIED EXCAVATION (Excavate/Remove and Dispose of Unclassified Material) AND ADDITIONAL BEDDING	300-2		
18	1000	CY	CRUSHED ROCK ADDITIONAL BEDDING	200-1.2		
19	730	LF	REMOVE EXISTING AC BERM AND CONSTRUCT PCC CURB AND GUTTER PER SPPWC STD 120-2, TYPE A2-150(6) OR A2-200(8) OVER 8" CMB, INCLUDING RESTORATION OF 2-FOOT WIDE AC PAVEMENT. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH.	303-5.5.2 303-5.5.4		
20	8200	SF	REMOVE EXISTING AC PAVEMENT AND SUBGRADE AND CONSTRUCT 3.5" THICK PCC SIDEWALK OVER 4" CMB.	303-5.5.3		
21	950	SF	REMOVE EXISTING DRIVEWAY AND SUBGRADE AND CONSTRUCT 6" THICK PCC DRIVEWAY OVER 8" CMB INCLUDING RESTORATION OF 2-FOOT WIDE AC PAVEMENT	303-5.5.5		
22	1	EA	REMOVE EXISTING CURB RAMP, CURB & GUTTER AND SUBGRADE. CONSTRUCT NEW 4" THICK PCC CURB RAMP OVER 4" CMB PER SPPWC STD 111-5, CASE A, TYPE 1, INCLUDING RESTORATION OF 2-FOOT WIDE AC PAVEMENT.	303-5.5.5		
23	1	EA	REMOVE EXISTING CURB RAMP, CURB & GUTTER AND SUBGRADE. CONSTRUCT	303-5.5.5		

Item No.	Est. Qty	Units	Bid Item Description	Spec. Section	Unit Price	Total Bid
			NEW 4" THICK PCC CURB RAMP OVER 4" CMB PER SPPWC STD 111-5, CASE C, INCLUDING RESTORATION OF 1-FOOT WIDE AC PAVEMENT.			
24	1	EA	CONSTRUCT MANHOLE BASE PER SPPWC STD 208 INCLUDING REMOVAL OF INTERFERING PORTIONS OF PIPE AND MANHOLE.	5-2.3 (Page E-15)		
25	1	EA	PROVIDE SEWER BY-PASS AS REQUIRED	7-8.5.1 7-8.5.2		
26	5000	SF	2" GRIND AND OVERLAY, 10 FOOT WIDE LANE WITH 2" AC SURFACE COURSE ON MADRONA AVE.	203.6.1		
27	5000	SF	REMOVE EXISTING AC/BASE TO 6-INCHES. REPLACE WITH 2" AC SURFACE COURSE OVER 4" AC BASE COURSE ON MADRONA AVE.	203.6.1		

**TOTAL BID SCHEDULE PRICE \$** \_\_\_\_\_  
(Figures)\*

**TOTAL BID SCHEDULE PRICE:** \_\_\_\_\_  
(Words)\*

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

**BIDDER'S SUBMITTAL (Continued) B2016-04**

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

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

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

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

Contractor's State License No. \_\_\_\_\_ Class \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2016-04**

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

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

**B2016-04**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Title)

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

**BID BOND (10%)  
B2016-04**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_

\_\_\_\_\_

as principal, and \_\_\_\_\_

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

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2016-04, said work being: the OPAL STREET SEWER PROJECT, and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-Fact

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

## LIST OF SUBCONTRACTORS: B2016-04

The Bidder is required to fill in the following blanks in accordance with the provisions of the California Public Contract Code Sections 4100-4114, CHAPTER 4. SUBLETTING AND SUBCONTRACTING. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

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

The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest, or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening – provided that the corrected license number corresponds to the submitted name and location of the subcontractor.

**REFERENCES (Page 1 of 2)**  
**B2016-04**

List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

1. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
2. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
3. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
4. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

**REFERENCES (PAGE 2 OF 2)**  
**B2016-04**

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: \_\_\_\_\_ Class: \_\_\_\_\_

a. Date first obtained: \_\_\_\_\_ Expiration: \_\_\_\_\_

b. Has License ever been suspended or revoked? \_\_\_\_\_

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? \_\_\_\_\_

If yes, describe claims: \_\_\_\_\_

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

NAME	TITLE (If Applicable)	LICENSE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS  
B2016-04**

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: \_\_\_\_\_ Federal/State: \_\_\_\_\_

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

---

---

---

Have the penalties been paid? Yes/No: \_\_\_\_\_

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

Yes/No: \_\_\_\_\_ Code/Laws: \_\_\_\_\_ Section/Article: \_\_\_\_\_

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

---

---

---

**DISQUALIFICATION OR DEBARMENT**

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

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**EXPERIENCE STATEMENT  
B2016-04**

To be responsive, the bidder must list below the required project information as listed in the Qualification of Bidders statement, no less than five (5) years of experience in the magnitude and character of the work bid in Public Works projects.

1. Project Title \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Client \_\_\_\_\_  
Agency Project Manager \_\_\_\_\_ Phone \_\_\_\_\_  
Date Completed \_\_\_\_\_ % subcontracted \_\_\_\_\_
  
2. Project Title \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Client \_\_\_\_\_  
Agency Project Manager \_\_\_\_\_ Phone \_\_\_\_\_  
Date Completed \_\_\_\_\_ % subcontracted \_\_\_\_\_
  
3. Project Title \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Client \_\_\_\_\_  
Agency Project Manager \_\_\_\_\_ Phone \_\_\_\_\_  
Date Completed \_\_\_\_\_ % subcontracted \_\_\_\_\_
  
4. Project Title \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Client \_\_\_\_\_  
Agency Project Manager \_\_\_\_\_ Phone \_\_\_\_\_  
Date Completed \_\_\_\_\_ % subcontracted \_\_\_\_\_

5. Project Title \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Type of Work \_\_\_\_\_  
Client \_\_\_\_\_  
Agency Project Manager \_\_\_\_\_ Phone \_\_\_\_\_  
Date Completed \_\_\_\_\_ % subcontracted \_\_\_\_\_

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature \_\_\_\_\_

**SECTION D**

**DOCUMENTS TO BE COMPLETED  
AND DELIVERED TO CITY PRIOR  
TO AWARD OF CONTRACT**

## PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal(s) and \_\_\_\_\_ a corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, that: WHEREAS,** said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the Construction of **OPAL STREET SEWER PROJECT, B2016-04**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**PERFORMANCE BOND (CONTINUED)**

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_.

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
As Principal(s) and \_\_\_\_\_ a  
corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_,  
and authorized to execute bonds and undertakings and to do a general surety business in the  
State of California, as Surety, are jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

**LABOR AND MATERIAL BOND (CONTINUED)**

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the Construction of **OPAL STREET SEWER PROJECT, Bid No. B2016-04**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

**LABOR AND MATERIAL BOND (CONTINUED)**

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## **PUBLIC WORKS AGREEMENT**

BIDDERS ARE TO REFER TO APPENDIX I FOR THE PRO FORMA PUBLIC WORKS AGREEMENT TO BE EXECUTED, UPON APPROVAL OF THE CITY COUNCIL, WITH THE CONFIRMED LOWEST, RESPONSIBLE BIDDER.

**CITY OF TORRANCE  
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT**

To be attached to and made a part of all policies insuring the liability of any person, form or corporation performing services under contract for the City of Torrance.

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

1. Include the City of Torrance as an additional insured. (To include the elected officials, appointed officials, and employees.)
2. Indemnify and save harmless the City of Torrance against any and all claims resulting from the undertaking specified in the contract known as:

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
OPAL STREET SEWER PROJECT  
B2016-04**

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

3. Not be cancelled except by notice to the City Attorney of the City of Torrance at least thirty (30) days prior to the date of cancellation.
4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$1,000,000 each Occurrence, and \$1,000,000 Aggregate.
5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Torrance as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:
  - (a) That the Contractor specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprenticeable craft or trade.
  - (b) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

\_\_\_\_\_  
Duly Authorized Agent

Attached to and forming part of  
Policy No. \_\_\_\_\_  
of the \_\_\_\_\_

Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

## WORKERS' COMPENSATION INSURANCE CERTIFICATION

In compliance with Section 7-4 of the Standard Specifications, the Contractor shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_