

**PROPOSAL, SPECIFICATIONS, BOND
AND AFFIDAVIT
FOR THE CONSTRUCTION OF
PALOS VERDES BOULEVARD IMPROVEMENT PROJECT
(Pacific Coast Highway to southerly City limit)**

PROJECT I-121

B2014-42



**Craig Bilezerian
City Engineer**

August 2014

ENGINEER'S CERTIFICATION

Palos Verdes Boulevard Rehabilitation, I-121
B2014-42

I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of California

Print Name: CHRISTINE KASKARA

Signature: _____

Date: 8-11-14

License #: _____



This stamp shall include that portion of work prepared by or under my direct supervision.

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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, September 10, 2014** of said City:

**CONSTRUCTION OF
PALOS VERDES BOULEVARD IMPROVEMENT PROJECT, I-121
B2014-42**

Plans and Specifications are available on the City's website at <http://www.torranceca.gov/24008.htm>

Those who only view and/or print the Plans and 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 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.**

Full-size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the same Office of the City Clerk, upon payment of \$100.00 if obtained at City Hall, or payment of \$120.00 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$120.00 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: B2014-42**

The Engineer's estimate of the contract total is between \$2,600,000 and \$2,740,000. All work shall be completed within **90 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.

All bidders shall submit the required Bidder's Liner Methodology Qualifications package with their bid.

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 City Engineer. Each bidder shall also have no less than five (5) years of experience in the magnitude and character of the work bid on Public Works projects.

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. 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 Elizabeth Overstreet, P.E., Engineering Manager in the Public Works Department at (310) 618-3074 or Lea Reis, Associate Engineer at (310) 618-3055 or lreis@torranceca.gov.

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, no less than five (5) years of experience in the magnitude and character of the work bid in Public Works projects. 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 2nd 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. 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.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the drawings, specifications, and other contract documents, including, but not limited to:

- a. Closed-Circuit Television (CCTV) Videos: The City has existing CCTV videos, together with logs of said videos, of the sewers to be rehabilitated or replaced. The videos generally were made in 2012-2013, and the City does not guarantee they accurately show existing conditions. These are available for inspection during normal business hours at the Public Works Department, subject to pre-arranging a time for said inspection. The existing CCTV videos do not relieve the Contractor of the responsibility to provide new pre-construction videos on DVDs.
- b. Traffic Control: The Contractor shall be responsible to comply with the traffic control requirements included in the Contract Documents.
- c. Bypass Pumping and Flow Control Plan: The Contractor shall be responsible to prepare and submit a bypass pumping and flow control plan in conformance with the requirements of Section 306-6 of the Standard Specifications, and Section 306-9 of the Special Provisions. The bypass pumping and flow control plan is to be submitted at least ten (10) working days prior to commencing work.
- d. Construction Schedule: The Contractor shall be responsible to prepare and submit a construction schedule prior to beginning work, and to revise said schedule during the course of construction, in accordance with the Special Provisions.

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 Bid Proposal forms included with the Specifications. All Bid Documents listed below must be completed, executed and submitted with the Bid by the Bidder.

Bid Proposal Documents:

- 1) Bidder's Proposal
- 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) 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 nine (9) 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

H. EXECUTION OF CONTRACT

1. 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

2. Prior to the pre-construction conference, the awardee shall submit his general layout plan for the work per Section 500-1.1.2(3) of the Special Provisions.

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 Lea Reis, Associate Engineer at LReis@TorranceCA.gov. Please list **“Palos Verdes Boulevard Rehabilitation, I-121, RFI”** 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 Lea Reis directly at (310) 618-3055.

SECTION C
BID DOCUMENTS

BIDDER'S SUBMITTAL

C-1

Company: _____ Total Bid: _____

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF PALOS VERDES BOULEVARD IMPROVEMENT PROJECT, I-121 B2014-42

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.

BASE BID SCHEDULE

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
1	1	LS	MOBILIZATION (NOT TO EXCEED 5% OF TOTAL CONSTRUCTION BID)	9-3.4	\$	\$
2	1	LS	SWPPP AND NPDES COMPLIANCE	7-8.6.2, 7-8.6.5	\$	\$
3	1	LS	CONSTRUCTION SURVEY	2-9.5	\$	\$
4	1	LS	TRAFFIC CONTROL AND CONSTRUCTION PHASING	10-Jul	\$	\$
5	1	LS	STORM DRAIN IMPROVEMENTS - S. CATALINA AVE.	306-1.6.1	\$	\$
6	1	LS	STORM DRAIN IMPROVEMENTS - CALLE MIRAMAR	306-1.6.1	\$	\$
7	177,500	SF	AC COLD MILLING, VARIABLE DEPTH	302-1.12 302-1.11	\$	\$
8	1,500	TON	AC PAVEMENT LEVEL COURSE, TYPE D PG-64-10	302-5.12 302-1.1	\$	\$
9	4,350	TON	AC PAVEMENT OVERLAY, TYPE C2 PG-64-10	302-9.9	\$	\$

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
10	18,000	SF	COLD MILL/REMOVE EXISTING AND CONSTRUCT 3" FULL DEPTH AC PAVEMENT REPAIR.	302-5.11	\$	\$
10 (P)	14,000	SF	PROVISIONAL BID ITEM: COLD MILL/REMOVE EXISTING AND CONSTRUCT ADDITIONAL 3" (TOTAL 6") FULL DEPTH PAVEMENT REPAIR IN 4" AND 2" LIFTS WHERE NEEDED.	302-5.11	\$	\$
11	800	SF	REMOVE EXISTING AND CONSTRUCT 6" FULL DEPTH AC DRIVEWAY TRANSITION	302-5.10	\$	\$
12	2,300	LF	REMOVE EXISTING AND CONSTRUCT PCC CURB & 2 FOOT GUTTER OVER 8" CMB	303-5.10	\$	\$
13	700	LF	REMOVE EXISTING AND CONSTRUCT PCC CURB & 1 FOOT GUTTER OVER 8" CMB	303-5.10	\$	\$
14	475	LF	REMOVE EXISTING AND CONSTRUCT PCC CURB OVER 6" CMB	303-5.10	\$	\$
15	430	LF	REMOVE EXISTING AND CONSTRUCT PCC CURB & 6 FOOT GUTTER OVER 8" CMB PER PLAN DETAIL C	303-5.11	\$	\$
16	570	LF	REMOVE EXISTING AND CONSTRUCT PCC ROLLED CURB OVER 8" CMB PER PLAN DETAIL D	303-5.12	\$	\$
17	6,300	SF	REMOVE EXISTING AND CONSTRUCT 3 1/2" PCC SIDEWALK OVER 4" CMB	303-5.13	\$	\$
18	1,950	SF	REMOVE EXISTING AND CONSTRUCT 8" PCC CROSS GUTTER OVER 8" CMB	303-5.14	\$	\$
19	4,000	SF	REMOVE EXISTING AND CONSTRUCT 6" PCC DRIVEWAY OVER 6" CMB	303-5.1.3	\$	\$
20	1,200	SF	REMOVE EXISTING AND CONSTRUCT 6" PCC DRIVEWAY TRANSITION OVER 6" CMB	303-5.15	\$	\$
21	13	EA	REMOVE EXISTING AND CONSTRUCT PCC CURB ACCESS RAMP WITH 3' x 4' DETECTABLE WARNING SURFACE OVER 4" CMB	303-5.16	\$	\$
22	1	EA	PRECAST SEWER MANHOLE, (6.6')	217-1 303-13	\$	\$
23	4	EA	ADJUST MANHOLE FRAME AND COVER TO GRADE	302-5.8.1	\$	\$
24	40	EA	ADJUST UTILITY ACCESS COVER TO GRADE	302-5.8.2	\$	\$
25	215	LF	REMOVE EXISTING SEGMENTAL BLOCK WALL AND RECONSTRUCT BEHIND NEW SIDEWALK	303-12	\$	\$
26A	5	EA	REMOVE EXISTING TREE AND ROOTS BETWEEN STATION 63+00 AND 65+00	300-1.4	\$	\$

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
26B	1	EA	REMOVE EXISTING TREE AND ROOTS BETWEEN STATION 61+00 AND 62+00	300-1.4	\$	\$
27	5	EA	15 GALLON BRONZE LOQUAT TREE	308-4.10.4	\$	\$
28	775	SF	REMOVE EXISTING AND CONSTRUCT 2" AC WALKWAY OVER 4" CMB	302-5.13	\$	\$
29	350	SF (FACE AREA)	SEGMENTAL BLOCK RETAINING WALL - STA 50+00 WEST SIDE PER SHEET-11	303-11	\$	\$
29B	120	CY	FILL TO GRADE WITH SELECT BACKFILL MATERIAL	302-5.13	\$	\$
30	1	EA	REMOVE EXISTING AND INSTALL STREET LIGHT	86-8.01	\$	\$
31	1	EA	RELOCATE STREET LIGHT	86-8.01	\$	\$
32	1	LS	CRACK ROUTING AND SEALING; PREPARATION FOR PAVING	302-5.14	\$	\$
33	10,600	SF	GROUTED COBBLESTONE PAVEMENT	303-9	\$	\$
34	13	EA	3' DIAMETER BOULDER	303-10	\$	\$
35	15	EA	2' DIAMETER BOULDER	303-10	\$	\$
36	9	EA	1' DIAMETER BOULDER	303-10	\$	\$
37	23	EA	TRAFFIC SIGNAL LOOP DETECTOR	86-8.01	\$	\$
38	1	LS	STRIPING, SIGNING AND MARKINGS	84-2.06	\$	\$
39	3	EA	SURFACE MOUNTED DETECTABLE WARNING SURFACE	303-5.17	\$	\$
40	TRAFFIC SIGNAL MODIFICATION					
40.1	1	LS	<i>PALOS VERDES BLVD @ VIA MONTE D'ORO/ CATALINA AVE:</i>			\$
40.2	1	LS	<i>PALOS VERDES BLVD @ CALLE MIRAMAR:</i>			\$
40.3	1	LS	<i>PALOS VERDES BLVD @ CALLE MAYOR:</i>			\$
41	SIDEWALK AND IRRIGATION IMPROVEMENTS, PASEO DE LA PLAYA TO CALLE MIRAMAR WEST SIDE:					
41.1	13,925	EA	REMOVE EXISTING AND CONSTRUCT 3 1/2" PCC SIDEWALK OVER 4" CMB	303-5.13	\$	\$

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
41.2	11,200	EA	GROUTED COBBLESTONE PAVEMENT (STA 13+00 TO 38+00 WESTSIDE)	303-9	\$	\$
41.3	1	EA	IRRIGATION IMPROVEMENTS	308-5.9	\$	\$
41.4	2	EA	ADJUST UTILITY ACCESS COVER TO GRADE	302-5.8.2	\$	\$
42	SEWER REHABILITATION:					
42.1	1	LS	TRAFFIC CONTROL FOR SEWER REHABILITATION	10-Jul	\$	\$
42.2	1	EA	PRECAST SEWER MANHOLE	303-13	\$	\$
42.3	205	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 74-4-07 TO MANHOLE 74-4-02, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #1) 500-1.4.9	\$	\$
42.4	3	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 74-4-07 AND MANHOLE 74-4-02	(Appendix I, Dwg. #1)500-1.1.7(a) 7)	\$	\$
42.5	298	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 83-1-04 TO MANHOLE 74-4-07, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #2) 500-1.4.9	\$	\$
42.6	6	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 83-1-04 AND MANHOLE 74-4-07	(Appendix I, Dwg. #2)500-1.1.7(a) 7)	\$	\$
42.7	302	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 83-1-06 TO MANHOLE 83-1-07, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #3) 500-1.4.9	\$	\$
42.8	6	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 83-1-06 AND MANHOLE 83-1-07	(Appendix I, Dwg. #3) 500-1.1.7(a) 7)	\$	\$
42.9	358	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 83-1-07 TO MANHOLE 83-1-12, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #3)500-1.4.9	\$	\$
42.10	6	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 83-1-07 AND MANHOLE 83-1-12	(Appendix I, Dwg. #3) 500-1.1.7(a) 7)	\$	\$

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
42.11	242	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 83-1-12 TO MANHOLE 82-3-03, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #11) 500-1.4.9	\$	\$
42.12	2	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 83-1-12 AND MANHOLE 82-3-03	(Appendix I, Dwg. #11) 500-1.1.7(a) 7)	\$	\$
42.13	360	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 83-1-15 TO MANHOLE 82-3-03, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #11)500-1.4.9	\$	\$
42.14	2	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 83-1-15 AND MANHOLE 82-3-03	(Appendix I, Dwg. #11)500-1.1.7(a) 7)	\$	\$
42.15	223	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 82-6-02 TO MANHOLE 82-3-03, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #11)500-1.4.9	\$	\$
42.16	2	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 82-6-02 AND MANHOLE 82-3-03	(Appendix I, Dwg. #11)500-1.1.7(a) 7)	\$	\$
42.17	346	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 82-6-06 TO MANHOLE 82-6-02, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #12)500-1.4.9	\$	\$
42.18	5	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 82-6-06 AND MANHOLE 82-6-02	(Appendix I, Dwg. #12)500-1.1.7(a) 7)	\$	\$
42.19	140	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 91-6-09 TO MANHOLE 91-6-08, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #19)500-1.4.9	\$	\$
42.20	1	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 91-6-09 AND MANHOLE 91-6-08	(Appendix I, Dwg. #19)500-1.1.7(a) 7)	\$	\$

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
42.21	260	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 91-6-12 TO MANHOLE 91-6-08, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #19) 500-1.4.9	\$	\$
42.22	6	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 91-6-12 AND MANHOLE 91-6-08	(Appendix I, Dwg. #19)500-1.1.7(a) 7)	\$	\$
42.23	330	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 100-2-05 TO MANHOLE 100-2-02, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #23)500-1.4.9	\$	\$
42.24	6	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 100-2-05 AND MANHOLE 100-2-02	(Appendix I, Dwg. #23)500-1.1.7(a) 7)	\$	\$
42.25	1	LS	MANHOLE 74-4-07: REPAIR CHANNEL AND SHELF AND REHABILITATE (LINE) MANHOLE, 6.6 FEET DEEP	(Appendix I, Dwg. #1)500-2.10.2	\$	\$
42.26	1	LS	MANHOLE 83-1-06: REPAIR CHANNEL AND SHELF AND REHABILITATE (LINE) MANHOLE, 5.7 FEET DEEP	(Appendix I, Dwg. #3)500-2.10.2	\$	\$
42.27	1	LS	MANHOLE 83-1-07: WITH RAPID-SETTING CONCRETE: FILL/REPAIR VOID(S) IN AND/OR UNDERLYING MANHOLE CHANNEL/SHELF, AND REPAIR CHANNEL AND SHELF	(Appendix I, Dwg. #3) 500-2.10.2	\$	\$
42.28	1	LS	MANHOLE 83-1-07: REHABILITATE (LINE) MANHOLE, 6.2 FEET DEEP	(Appendix I, Dwg. #3)500-2.10.2	\$	\$
42.29	1	LS	MANHOLE 83-1-12: WITH RAPID-SETTING CONCRETE: FILL/REPAIR VOIDS IN AND/OR UNDERLYING MANHOLE CHANNEL/SHELF, AND REPAIR CHANNEL AND SHELF	(Appendix I, Dwg. #3) 500-2.10.2	\$	\$
42.30	1	LS	MANHOLE 83-1-12: REHABILITATE (LINE) MANHOLE, 6.6 FEET DEEP	(Appendix I, Dwg. #3) 500-2.10.2	\$	\$

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
42.31	1	LS	POINT REPAIR ON 8" VCP SEWER, APPROXIMATELY 3 FEET DEEP. REMOVE AND REPLACE 8 FEET MAXIMUM LENGTH OF PIPE. RECONNECT NEW PIPE TO EXISTING MANHOLE 82-3-03. ENCASE NEW PIPE IN CONCRETE. POST-REPAIR CCTV VIDEO-INSPECTION RECORDED TO DVD PRIOR TO AND AFTER ENCASING PIPE IN CONCRETE	(Appendix I, Dwg. #8) 500-1.1.9, 500-1.2.7	\$	\$
42.32	2	EA	POINT REPAIR ON 8" VCP SEWER, APPROXIMATELY 3 FEET DEEP. REMOVE AND REPLACE 6 FEET MAXIMUM LENGTH OF PIPE. RECONNECT NEW PIPE TO EXISTING MANHOLE 82-3-03. ENCASE NEW PIPE IN CONCRETE. POST-REPAIR CCTV VIDEO-INSPECTION RECORDED TO DVD PRIOR TO AND AFTER ENCASING PIPE IN CONCRETE	(Appendix I, Dwg. #8) 500-1.1.9, 500-1.2.7	\$	\$
42.33	1	LS	MANHOLE 82-3-03: FILL 3 TRAP HOLES WITH RAPID-SETTING CONCRETE, REPAIR MANHOLE CHANNELS, FLOWLINES AND SHELVES	(Appendix I, Dwg. #10) 500-2.10.2	\$	\$
42.34	1	LS	MANHOLE 82-3-03: REHABILITATE (LINE) MANHOLE, 3 FEET DEEP	(Appendix I, Dwg. #11) 500-2.10.2	\$	\$
42.35	1	LS	MANHOLE 82-6-02: REPAIR CHANNEL AND SHELF AND REHABILITATE (LINE) MANHOLE, 7.9 FEET DEEP	(Appendix I, Dwg. #11) 500-2.10.2	\$	\$
42.36	1	LS	MANHOLE 83-1-15: REHABILITATE (LINE) MANHOLE, 12.9 FEET DEEP	(Appendix I, Dwg. #11) 500-2.10.2	\$	\$
42.37	1	LS	MANHOLE 82-6-06: WITH RAPID-SETTING CONCRETE: FILL/REPAIR VOID(S) IN AND/OR UNDERLYING MANHOLE CHANNEL/SHELF, AND REPAIR CHANNEL AND SHELF	(Appendix I, Dwg. #12) 500-2.10.2	\$	\$
42.38	1	LS	MANHOLE 82-6-06: REHABILITATE (LINE) MANHOLE, 7.3 FEET DEEP	(Appendix I, Dwg. #12) 500-2.10.2	\$	\$
42.39	1	LS	MANHOLE 82-6-10: WITH RAPID-SETTING CONCRETE: FILL/REPAIR VOIDS IN AND/OR UNDERLYING MANHOLE CHANNEL/SHELF, AND REPAIR CHANNEL AND SHELF	(Appendix I, Dwg. #14) 500-2.10.2	\$	\$
42.40	1	LS	MANHOLE 82-6-10: REHABILITATE (LINE) MANHOLE, 6.2 FEET DEEP	(Appendix I, Dwg. #14) 500-	\$	\$

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
				2.10.2		
42.41	15	LF	PIPELINE POINT REPAIR/REPLACEMENT ON 8" VCP SEWER, INCLUDING, IF NECESSARY, LATERAL SERVICE CONNECTION, APPROXIMATELY 6 FEET-DEEP (IN CALLE MIRAMAR, ADJACENT TO 389 PALOS VERDES BOULEVARD), INCLUDING POST-REPAIR CCTV VIDEO-INSPECTION RECORDED TO DVD PRIOR TO PLACING OF PERMANENT RESURFACING	(Appendix I, Dwg. #17) 500-1.1.9, 500-1.2.7, 500-1.2.1	\$	\$
42.41 A	1	LS	REPAIR TO DROP SEWER MANHOLE 91-3-04 INLET PIPES AND DROP-MANHOLE STRUCTURE, INCLUDING PCC ENCASEMENT PER SSPWC 202-2, INLET PIPES ARE 6 AND 9 FEET-DEEP, INCLUDING POST-REPAIR CCTV VIDEO-INSPECTION RECORDED TO DVD PRIOR TO PLACING OF PERMANENT RESURFACING	(Appendix I, Dwg. #17) 500-1.1.9, 500-1.2.7, 500-1.2.1	\$	\$
42.42	1	LS	MANHOLE 91-3-04: REHABILITATE (LINE) MANHOLE, 9 FEET DEEP	(Appendix I, Dwg. #17) 500-2.10.2	\$	\$
42.43	1	LS	MANHOLE 91-6-04: REPAIR CHANNEL AND SHELF AND REHABILITATE (LINE) MANHOLE, 6.6 FEET DEEP	(Appendix I, Dwg. #18) 500-2.10.2	\$	\$
42.44	1	LS	MANHOLE 91-6-06: WITH RAPID-SETTING CONCRETE: FILL/REPAIR VOID(S) IN AND/OR UNDERLYING MANHOLE CHANNEL/SHELF, AND REPAIR CHANNEL AND SHELF	(Appendix I, Dwg. #19) 500-2.10.2	\$	\$
42.45	1	LS	MANHOLE 91-6-06: REHABILITATE (LINE) MANHOLE, 6.4 FEET DEEP	(Appendix I, Dwg. #19) 500-2.10.2	\$	\$
42.46	1	LS	MANHOLE 91-6-12: WITH RAPID-SETTING CONCRETE: FILL/REPAIR VOID(S) IN AND/OR UNDERLYING MANHOLE CHANNEL/SHELF, AND REPAIR CHANNEL AND SHELF	(Appendix I, Dwg. #19) 500-2.10.2	\$	\$
42.47	1	LS	MANHOLE 91-6-12: REHABILITATE (LINE) MANHOLE, 6.9 FEET DEEP	(Appendix I, Dwg. #19) 500-2.10.2	\$	\$
42.48	1	LS	MANHOLE 100-2-02: WITH RAPID-SETTING CONCRETE: FILL/REPAIR VOIDS IN AND/OR UNDERLYING MANHOLE CHANNEL/SHELF, AND REPAIR CHANNEL AND SHELF	(Appendix I, Dwg. #23) 500-2.10.2	\$	\$

Item No.	Approx Qty	Unit of Measure	Item Description	Section	Unit Price	Total Bid
42.49	1	LS	MANHOLE 100-2-02: REHABILITATE (LINE) MANHOLE, 8.9 FEET DEEP	(Appendix I, Dwg. #23) 500-2.10.2	\$	\$
42.50	1	LS	MANHOLE 83-4-08: WITH RAPID-SETTING CONCRETE: FILL/REPAIR VOIDS IN AND/OR UNDERLYING MANHOLE CHANNEL/SHELF, AND REPAIR CHANNEL AND SHELF	(Appendix I, Dwg. #25) 500-2.10.2	\$	\$
42.51	1	LS	MANHOLE 83-4-08: REHABILITATE (LINE) MANHOLE, 13.3 FEET DEEP	(Appendix I, Dwg. #25) 500-2.10.2	\$	\$
42.52	24	LF	PROVISIONAL ITEM FOR ADDITIONAL LENGTH OF PIPE TO BE REPAIRED AT POINT REPAIR LOCATIONS	500-1.1.9,500-1.2.7,500-1.2.1	\$	\$
42.53	2	EA	REMOVE 27" DIAMETER NEW ZEALAND CHRISTMAS TREES ON CALLE MIRAMAR	(Appendix I, Dwg. #16)300-1.3.2,300-1.4	\$	\$
42.54	1	EA	REMOVE 18" DIAMETER NEW ZEALAND CHRISTMAS TREE ON CALLE MIRAMAR	(Appendix I, Dwg. #16)300-1.3.2,300-1.4	\$	\$
42.55	1	LS	POINT REPAIR ON 8" VCP SEWER, UP TO 12 FEET IN LENGTH, INCLUDING LATERAL SERVICE CONNECTION, APPROXIMATELY 6 FEET-DEEP, INCLUDING POST-REPAIR CCTV VIDEO-INSPECTION RECORDED TO DVD PRIOR TO PLACING OF PERMANENT RESURFACING, AT 5110 TORRANCE BOULEVARD	(Appendix I, Dwg. #28)500-1.1.9, 500-1.2.7, 500-1.2.1	\$	\$
42.56	1	LS	POINT REPAIR ON 8" VCP SEWER, INCLUDING LATERAL SERVICE CONNECTION, APPROXIMATELY 7 FEET-DEEP, INCLUDING POST-REPAIR CCTV VIDEO-INSPECTION RECORDED TO DVD PRIOR TO PLACING OF PERMANENT RESURFACING, AT 1907 235 TH PLACE	(Appendix I, Dwg. #29)500-1.1.9, 500-1.2.7, 500-1.2.1	\$	\$
42.57	138	LF	INSTALL LINER IN 8 INCH VCP SEWER FROM MANHOLE 99-2-02 TO MANHOLE 99-2-03, INCLUDING POST-INSTALLATION VIDEO-INSPECTION RECORDED TO DVD	(Appendix I, Dwg. #29)500-1.4.9	\$	\$
42.58	6	EA	RECONNECT EXISTING SEWER SERVICE LATERAL TO LINED SEWER PIPE BY TRENCHLESS METHOD BETWEEN MANHOLE 99-2-02 AND MANHOLE 99-2-03	(Appendix I, Dwg. #29)500-1.1.7(a) 7)	\$	\$

TOTAL BASE BID PRICE \$ _____
 (Figures)*

TOTAL BASE BID PRICE: _____
 (Words)*

**AWARD SHALL BE DETERMINED ON THE BASIS OF THE TOTAL BASE BID PRICE
 *BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

ALTERNATE BID ITEMS: The Bidder shall provide bid prices for alternate bid items listed below. Upon award, the City may elect to substitute alternate bid items in lieu of corresponding items in the base bid.

BID ALTERNATE A1

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
A1	1	LS	TRAFFIC SIGNAL VIDEO DETECTION SYSTEMS AT PALOS VERDES BLVD @ VIA MONTE D'ORO/CATALINA AVE; PALOS VERDES BLVD @ CALLE MIRAMAR; PALOS VERDES BLVD @ CALLE MAYOR	\$	\$

If this alternate is awarded, then base bid item 37 TRAFFIC SIGNAL LOOP DETECTOR and associated work shall be deleted.

BIDDER'S SUBMITTAL (Continued)

B2014-42

BID ALTERNATE A2

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
A2	4,400	TN	AC PAVEMENT OVERLAY, TYPE ARHM-GG-C (Wet Method)	\$	\$

If this alternate is awarded, then base bid item 9 AC PAVEMENT OVERLAY, TYPE C2 PG-64-10 and associated work shall be deleted.

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
B2014-42

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

STATE OF CALIFORNIA }
 }
COUNTY OF _____}

B2014-42

_____, being first duly sworn, deposes and says:

1. That he is the

_____ Title

of _____
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of **Palos Verdes Boulevard Improvement Project I-121**.

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

CONTRACTOR'S AFFIDAVIT (CONTINUED)

B2014-42

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%)

B2014-42

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. B2014-42**, said work being: the **PALOS VERDES BOULEVARD IMPROVEMENT PROJECT, I-121**, 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: B2014-42

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)

B2014-42

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)

B2014-42

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
B2014-42

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
B2014-42

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 **PALOS VERDES BOULEVARD IMPROVEMENT PROJECT, I-121, B2014-42** 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 _____,
20____.

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 **PALOS VERDES BOULEVARD IMPROVEMENT PROJECT, I-121, B2014-42** 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

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and _____ ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct **PALOS VERDES BOULEVARD IMPROVEMENT PROJECT, I-121, B2014-42**
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **PALOS VERDES BOULEVARD IMPROVEMENT PROJECT, I-121, Notice Inviting Bids No. B2014-42** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$_____ ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a) cease operations as directed by CITY in the notice;
 - b) take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract,

or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect

the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Combined single limits of \$2,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

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

C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of

loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

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

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

CONTRACTOR: _____

Fax: _____

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

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

Patrick J. Furey, Mayor

By: _____

ATTEST:

Rebecca Poirier, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

**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
PALOS VERDES BOULEVARD IMPROVEMENT PROJECT, I-121
B2014-42**

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: _____