PROJECT MANUAL FOR FLOORING REPLACEMENT AT THE TORRANCE CULTURAL ARTS CENTER

B 2016-01

DECEMBER 2015

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PART A

NOTICE INVITING BIDS

CITY OF TORRANCE
CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed proposals 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 3, 2016** after which time they will be publicly opened and read at 3:15 p.m. in the Council Chambers of said City:

Bid for Replacement of Flooring at the Torrance Cultural Arts Center

B2016-01

Plans, Bid Proposal (for reference only) and Specifications are available for viewing and printing from the City's website at http://www.torranceca.gov/25079.htm.

There will be a mandatory pre-bid conference held on Thursday, January 14th 2016 at 10:00 a.m. commencing at former Torrance Cultural Arts Center, James Armstrong Theatre, 3330 Civic Center Drive, Torrance, CA 90503. The City of Torrance will consider the bidder as non-responsive if the bidder does not attend the mandatory pre-bid conference. **Addenda will be issued only by email and only to those attended the mandatory pre-bid conference.** All addenda must be acknowledged. Failure to acknowledge addenda on the bid forms provided may render the proposal non-responsive and cause it to be rejected.

An official bid proposal packet, which includes: bid proposal forms, and a bound Specifications booklet may be obtained at the Office of the City Clerk (310) 618-2870, $ 20.00 if picked up at City Hall, or payment of $ 30.00 if requested by mail. Both amounts include tax. Neither amount is refundable. A prospective bidder must provide to the City Clerk's office, the firm's name, address, telephone and fax number, a contact person and a valid email address.

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 90503-2970
ATTN: B2016-01

The project estimate is between $ 65,000- $ 75,000. Area of work: approximately 20,000 square feet. The work shall be completed within sixty (60) calendar days of receipt of the Notice to Proceed (NTP). All work will be done during regular working hours, Monday through Friday. Due to the constant use of the facilities, Contractor must strictly adhere to the City's schedule regarding the specific rooms and the timeline of completion for each room.

The square footage is an estimate of project area and is provided for reference only, the bidder will be responsible for properly measuring the project area prior to submitting the bid. The City of Torrance will not pay additional costs for incorrect measurements or lack of understanding of the project scope of work.

The City has determined the bidder must have or "C-15" Flooring and Floor Covering Contractor license. Bidder, as the prime contractor, must have successfully completed at least four (4) public works projects of a similar size and scope within the last five (5) years. Bidder must have at least five (5) years experience under the current license and organization. References must reflect this experience.

This contract is subject to California State Prevailing Wage- Pursuant to Section 1771 and 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are attached and available from the California Department of Industrial Relations' internet site at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

APPRENTICESHIP EMPLOYMENT STANDARDS. Attention is directed to the provisions in Sections 1776 and 1777.5 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

One of the legal requirements for working on a public works project is the employment of apprentices. The Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, http://www.dir.ca.gov/das/PublicWorksForms.htm

Contractor Registration with the Department of Industrial Relations (SB 854)

- No contractor or subcontractor may be listed on a bid proposal or awarded a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). For additional information and to register online go to http://www.dir.ca.gov/Public-Works/Contractors.html

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.

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

For further information, please contact Diane Megerdichian, Sr. Business Manager General Services Department at 310-781-7151 or dmegerdichian@torranceca.gov. If emailing questions, please put project title in the subject line.

PART 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 a plan of procedure proposed; organization, machinery, plant and other equipment available for the Work; evidence of financial condition and resources; and any other 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.

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 General Services 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 next 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 reserves the right to revise or amend these specifications prior to the date set for opening bids. Revisions and amendments, if any, will be announced by an addendum to this bid. If the revisions require additional time to enable Bidders to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the bid. Failure to attach any addendum may render the bid non-responsive and cause it to be rejected.

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

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.

2. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included in the Specifications. All Bid Documents must be completed, executed and submitted with Bid by Bidder. Required seven (7) Bid Proposal Documents:

1. Bidder's Proposal
2. Addenda Acknowledgment
3. Contractor's Affidavit
4. Bid Bond (10% of Bid)
5. List of Subcontractors and DIR Registration
6. References (1 pages)
7. Bidder's Information (2 pages)

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

E. BID FORM/BOND

The Bid must be accompanied by 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 City Clerk's office. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

Within ten (I0) days after the award of the contract, the City Clerk will return the proposal guarantees accompanying those proposals, which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

F. AFFIDAVIT

An affidavit form is enclosed. It must be completed signifying that the bid is genuine and not collusive or made in the interest or on behalf of any person not named in the bid, that the bid has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. Any bid submitted without an affidavit or in violation of this requirement will be rejected.

G. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which 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.

H. 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.

This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

I. NOTICE OF INTENT TO AWARD

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP or bid, results will be posted on the City of Torrance Web site www.Torranceca.gov and may be found by clicking on the following:

- Government
- Current Bids and RFPs
- View evaluated results of Bids and RFPs tentatively scheduled for recommendation of award to the City Council here.

J. BID PROTEST PROCEDURES

Please refer to City of Torrance website link below to obtain the City's Protest Procedures. http://www.torranceca.gov/PDF/Bid_RFP_Protest_Procedures.pdf

K. EXECUTION OF CONTRACT

After the Contract is awarded, the awarded bidder shall execute the following five (5) 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. Business License Application Form

The contract shall be signed by the successful bidder and returned, together with the contract bonds and evidence of required insurance coverage, **within ten (10) working days**, not including Sundays, after the bidder has received notice that the contract has been awarded. Failure to execute the contract as specified above shall be just cause for annulment of the award and forfeiture of the proposal guarantee. The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

Bond amounts shall be as provided in Section 2-4 of the Standard Specifications for Public Works Construction. The Performance Bond shall be required to remain in effect for one (1) year following the date specified in the City's Notice of Completion, or, if no Notice of Completion is recorded for one (1) year following the date of final acceptance by the City Manager.

L. PERMITS, LICENSES AND CONTRACT SERVICES AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to completion of Work. The Contractor shall execute a Contract Services Agreement. No fee is charged for a permits issued by the City of Torrance for a City project. The Contractor shall obtain a City of Torrance Business License. To obtain a Torrance Business License please call 310-618-5923.

M. INSURANCE

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

N. SUBCONTRACTS

B. Each Bidder shall comply with the Chapter of the Public Contract Code including sections 4100 through 4113. The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract price. When a portion of an item is subcontracted, the value of the work subcontracted will be based on the estimated percentage of the Contract Unit Price, determined from information submitted by the Contractor, subject to approval by the City Manager (or his designated representative). This percentage will be based on direct labor hours used on the project. Supervision and overhead are not included in this calculation.

O. TRAFFIC CONTROL- Not applicable

P. PRE-BID INQUIRIES

Bidders with pre-bid inquiries must submit questions in writing to the General Services Department. Any and all questions must be emailed to Diane Megerdichian, Business Manager at DMegerdichian@torranceca.gov. Please list **"Flooring Replacement at the Torrance Cultural Arts Center"** in the subject line of the email. For questions of a general nature, bidders may contact Diane Megerdichian directly at 310-781-7151

Q. RESPONSIBILITY OF CITY.
The City of Torrance shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

R. CONSTRUCTION SCHEDULE AND PRECONSTRUCTION CONFERENCE.

The office staff of the City is currently operating on a 9/80 work week; therefore, City Hall is closed every other Friday.

In accordance with the herein Special Provisions, after notification of award and prior to start of any work, **the Contractor shall submit to the City for approval its proposed Construction Schedule within ten (10) working days from the date of Notice of Proceed.** At least two (2) days, exclusive of Saturdays, Sundays and holidays, prior to commencement of work, the Contractor shall attend a pre-construction conference.

The Contractor will provide all product and equipment submittals to the City of Torrance or designated consultant within ten (10) working days from the date of Notice to Proceed. The Contractor shall immediately order materials requiring a delivery delay upon receipt of a written notice from the City that the City Council has approved an Award of Contract. Contractor shall provide written proof(s) of timely material order(s) and shall include any delivery delays in the Construction Schedule.

S. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall begin work after the mailing, from the City Manager to the Contractor, by first class mail, postage prepaid, of a Notice to Proceed. **The Contractor shall diligently prosecute the same to completion within sixty (60) calendar days of the start date specified in said Notice.** The sixty calendar schedule includes, completion of contractual paper work, material submittal review, the lead time for materials, and on site work.

All work will be done during regular working hours, Monday through Friday. Due to the constant use of the facilities, Contractor must strictly adhere to the City's schedule regarding the specific rooms and the timeline of completion for each room. At maximum timeline allowed for completion of each room is as follows:

1.	Toyota Meeting Hall	4 days
2.	James Armstrong Theatre	5 days
3.	George Nakano Theatre Lobby	1 day
4.	Gardens Rooms A & B	1 day
5.	Children's Art Wing	1 day
6.	TCAC Operations Office	1 day
7.	Cultural Services Offices	1 day

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

T. LIQUIDATED DAMAGES

The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of Torrance and the City of Torrance and their customers using the affected areas. Such delay will also result in the necessity of several inspections each day to ensure that the project is properly progressing. The parties also agree that failure to complete the project on time will prevent the City from having the use of the facility. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that **five hundred ($500) per calendar day** is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that five hundred Dollars ($500) per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The Contractor will not be assessed liquidated damages for any delay in completion of the work when such delay was caused by the failure of the City or the owner of a utility to provide for removal or relocation of the existing utility facilities; provided, however, that the Contractor shall have given the City and the owner of a utility timely notice of the interference. "Timely notice" shall be defined as a verbal notice (to be followed up in writing) no later than one (1) hour after initial discovery of the interference unless the City Representative is present, in which case notice shall be given immediately in writing to the City Manager.

U. GENERAL PREVAILING WAGE RATE

Pursuant to Section 1771 and 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are attached and available from the California Department of Industrial Relations' internet site at http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

APPRENTICESHIP EMPLOYMENT STANDARDS. Attention is directed to the provisions in Sections 1776 and 1777.5 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

One of the legal requirements for working on a public works project is the employment of apprentices. The Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

Contractor Registration with the Department of Industrial Relations (DIR)

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

For additional information and to register online go to http://www.dir.ca.gov/Public-Works/Contractors.html

DIR provides a searchable database of registered contractors and subcontractors on its website https://efiling.dir.ca.gov/PWCR/Search, so that all contractors can comply with the requirement to only use registered contractors and subcontractors

Labor Code Section 1813
The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Labor Code Section 1815
Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than $1^1/_2$ times the basic rate of pay.

V. PRELIMINARY NOTICES
Preliminary Notices should be mailed to the following address.
Diane Megerdichian
General Services Department
3350 Civic Center Drive
Torrance, CA 90503

PART C

SPECIAL PROVISIONS

SECTION A. GENERAL

The Project Specifications for all work on this project are the specifications contained in the "Project Manual for Flooring Replacement at the Torrance Cultural Arts Center", prepared by the City of Torrance.

These Specifications are intended to govern all aspects of the appurtenant construction including, but not limited to, materials, methods and details, except as modified herein or as inconsistent with the provisions hereof.

DEFINITIONS

Whenever the following terms are used, they shall be understood to mean and refer to the following:

CITY - City of Torrance.

Board- The City Council of the City of Torrance herein referred to as City Council.

City Manager- The General Services Director of the City of Torrance, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Consulting Architect – not applicable to this bid

Laboratory - The designated laboratory authorized by the City of Torrance to test materials and work involved in the contract.

SECTION B. REFERENCE TO STANDARDS OR PUBLICATIONS

Any reference made in the Contract Documents to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard, or publication in effect as of the date of advertising the work, except to the extent that said standard or publication may be in conflict with applicable laws, ordinances, or governing codes. Contractors should be aware of all new code requirements (such as Cal-Green) when dealing with HVAC and other general building work. No requirements of these specifications or the drawings shall be waived because of any provisions of, or omission from, said standards or publications.

SECTION C. DESCRIPTION OF THE WORK

1. Scope of the Work. The work to be done consists of furnishing all labor, materials, tools, equipment and incidentals complete the Flooring Replacement at the Torrance Cultural Arts Center as shown in the project manual prepared by City of Torrance.

SECTION D. GENERAL PROCEDURES

1. Specifications and Drawings Complementary. The Specifications and Drawings are complementary, and what is called for in one shall be as binding as if called for in both.

2. Order of Precedence of Contract Documents. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

   1. Change Orders (including Plans and Specifications attached thereto).
   2. Permits Issued by other agencies.
   3. Contract Services Agreement
   4. Addenda
   5. Special or General Provisions.
   6. Plans
   7. City Standard Plans
   8. Instructions to Bidders
   9. Reference Specifications

   Within the Specifications the order of precedence is as follows:

   1. Addenda/Change Orders
   2. Permits from other agencies/supplemental agreements
   3. Special or General Provisions
   4. Instructions to Bidders
   5. Referenced Standard Plans
   6. Referenced Specifications

   With reference to the Plans/Drawings the order of precedence is as follows:

   1. Change Orders plans govern over Addenda and Contract Drawings
   2. Addenda plans govern over Contract plans.
   3. Contract plans govern over standard plans
   4. Detail plans govern over general plans
   5. Figures govern over scaled dimensions

3. Discrepancies in the Contract Documents. Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported in writing to the City Manager, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the City Manager, and no additional payment or time shall be allowed therefor.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to bidding, the decision regarding this interpretation shall rest with the City Manager. The Contractor shall be compelled to act on the City Manager's decision as directed. In the event the installation is not in compliance with the direction of the City Manager, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

See Section E of these Special Provisions for "Claims".

4. Errors and Omissions. If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, he shall immediately inform the City Manager. The City Manager shall promptly review the matter, and if the City Manager finds an error or omission has been made the City Manager shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Manager.

5. Changed Conditions. The plans for the work show conditions as they are believed by the City Manager to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

   The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment, which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes, which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time, which is incurred due to failure or negligence on its part to make such examination.

6. As-built Drawings. The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

7. Construction Staking. The Contractor is responsible for all construction staking and shall be responsible for the cost of any restaking required due to disturbance caused by its operations, failure to protect the work site from vandalism or other causes of loss.

8. Notice to Proceed. Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.

9. Delay in Obtaining Materials. No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from the City Manager or obtains from the supplier and furnishes to the City Manager documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

10. Inspection and Testing. The Work is subject to inspection and approval by the CITY or any authorized representative. It is the duty of the Contractor to notify the inspector that specific work is ready for inspection. Requests for inspections should be made through the automated phone system at 310-618-5901, using the permit number and following the prompts. Request can be made up to 11pm the night before an inspection is required. The inspection will be typically made the next day.

All rough Mechanical, Electrical and Plumbing should be inspected by the City Specialty Inspectors and approved prior to any framing inspection. 2. All framing, fire-blocking and bracing shall be in place prior to ordering a framing inspection. 3. Gypsum board shall only be installed after approved framing inspection and then order a gypsum board nailing inspection prior to tape and finishing.

The CITY will make, or have made, such inspections and tests, as he deems necessary to see that the Work is in conformance with the Contract Documents. The contractor will responsible for coordinating all inspections/tests and pay for all related costs. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the CITY, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the CITY may be required to be removed and replaced under the inspection of the CITY, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the CITY shall, if so directed, be uncovered to the extent required by the CITY, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The CITY and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor

shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

11. Project Schedule

Within ten (10) working days after the receipt of the Notice to Proceed, the Contractor shall submit a proposed construction schedule to the CITY for approval. The schedule shall be in accordance with section 11 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be responsible for coordination of all phases of the operation so that the time schedule can be met.

During construction, the Contractor shall also submit to the CITY, a two-week "look ahead" construction schedule during the construction progress meetings held biweekly.

If the Contractor decides to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the CITY a revised construction schedule in advance of beginning revised operations.

Sequence of Construction - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the CITY or adjacent owners.

The construction schedule shall conform to the following criteria:

1) The schedule shall be prepared using the latest version of Microsoft Project or approved equal.

2) Work activities shall be based on the following:

   a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction. (if applicable)

   b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.

3) Utility relocations and/or coordination by the Contractor per section 14 of these Special Provisions shall be considered as activities.

4) Required submittals, working and shop drawings shall be included as activities.

5) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.

6) Work to be performed by subcontractors shall be identified and shown as work activities.

7) Start and completion dates of each activity shall be illustrated.

8) Completion of all Work under the Contract shall be within the time specified in these Special Provisions and in accordance with the Plans and Specifications.

12. Mobilization

12.1 Scope. Mobilization shall include the provision of the Construction Schedule; Best Management Practices and Safety Plan, site review; obtaining all permits, insurance, and bonds; moving onto the site all materials and equipment; furnishing temporary construction facilities, and removal of same at completion of the project; all as required for the proper performance and completion of the work.

Mobilization shall include, but not be limited to, the following principle items.

(a) Submittal and modification, as required, of the Construction Schedule.

(b) All associated documentation and submittals as required.

(c) Installing temporary construction power and wiring.

(d) Establishing fire protection system.

(e) Developing construction water supply.

(f) Providing on-site sanitary facilities and portable water facilities, as required.

(g) Arranging for and erection of Contractor's work and storage yard.

(h) Submittal of all required insurance certificates and bonds, including subcontractors.

(i) Obtaining all required permits.

(j) Posting all OSHA required notices and establishment of safety programs.

(k) Have the Contractor's superintendent at the job site full-time.

(l) Pot-holing and other research and review as necessary to verify site conditions and utility locations, including research and review as necessary for change orders.

(m) Demobilization.

13. Markup.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor and equipment elsewhere except when actually performing work directly on the change order and then shall be reported at the labor classification of the work performed.

The following percentages shall apply for additional work:

Profit	5% maximum
Overhead	5% maximum

Subcontractor markup: maximum allowed is 5% for profit and overhead on the subcontractor's costs.

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding and one (1) percent for insurance.

For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and decrease in price, overhead and profit will be allowed only on the net increase.

For conflicts in the plans or specifications, the bidder shall include in his bid the more expensive item and/or methodology.

14. Utilities. The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert - Southern California" for utility locating in all public right-of-ways by calling 1-800-227-2600 at least 48 hours prior to any excavation.

15. Completion, Acceptance and Warranty. If, in the CITY's judgment, the Work has been completed and is ready for acceptance, the CITY will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The CITY may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At

the CITY's option, the CITY may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Manufacturer's warranties and guaranties furnished for materials used in the Work and instruction sheets and parts listed supplied with materials shall be delivered to the CITY prior to acceptance of the Work. The duration of the warranty or guaranty shall be the standard of the industry with a minimum of 1 year from the date of Notice of Completion or Date of Acceptance.

The prime contractor will be required to warranty the entire project regardless of whether warranties from subcontractors are also required. Coordination and correction of any issue related to project scope that arises during that one (1) year warranty period will be the responsibility of the prime contractor.

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The CITY may require a manufacturer's warranty on any product offered for use.

16. Superintendent. Contractor shall employ a superintendent to be in attendance at all times on the Project site during the performance of the work. Superintendent shall represent the Contractor, and communications given to the superintendent shall be binding as if given to the Contractor. The superintendent must be able to communicate verbally and in writing to both City Representatives and all contract labor regarding all aspects of work. The superintendent shall be approved by the CITY prior to the start of the Work. If the designated superintendent is rejected, the Contractor shall immediately designate another superintendent in writing and submit to the City for consideration. A replacement must be provided before work continues. The CITY shall have the authority to require the Contractor to remove its superintendent and/or alternate superintendent at any time and at no cost to the CITY.

17. Requirements for Recycling Construction Materials

The City of Torrance requires that all demolition projects and construction or remodeling projects valued at $100,000 or more must recycle or reuse at least 50% of the materials that leave the project site and 100% of excavated soil and land-clearing debris. A Waste Management Plan (WMP) form is part of the permit process for projects that meet these criteria. The WMP form is available at the permit counter or a downloadable form is available here:

http://www.torranceca.gov/PDF/WMPFormRevised2012onestop.pdf

Step 1 - when applying for the permit, you must complete the WMP form stating that at least 50% of the waste generated by the project will be recycled or reused and that 100% of excavated soil and land-clearing debris will be recycled or reused.

Step 2 - collect and keep all receipts and records of the disposal, recycling, donations, and reuse of the materials from your project. Receipts must show material type, tonnage or weight, how the materials were treated, the facility used, and the address of the jobsite.

Step 3 - complete the WMP by attaching the receipts listing the actual disposal and recycling that occurred and submitting the WMP to Public Works for approval. This is required before your project can get its final inspection.

Failure to fulfill the requirements of the WMP process will result in penalties of $5,000 for construction projects and $10,000 for demolition projects, as per the Torrance Municipal Code.

For additional information concerning recycling or recycling facilities please visit the City of Torrance Public Works Department website at http://www.torranceca.gov/8614.htm

SECTION E. PAYMENTS TO CONTRACTOR AND CLAIMS

1. Breakdown of Contract Prices. The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including a separate line item for profit and overhead. The breakdown shall include separate line for each subcontractor's bid and/or contract amount. For each part of the work where an application for payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the schedule of values. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the City Manager as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.

2. Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the City Manager, the Contractor shall immediately furnish the City with proof of payment of such accounts.

3. Additional Work. Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the City Manager. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the City Manager for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

4. Claims. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The City Manager may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the City Manager agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the City Manager and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.
The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the City Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

5. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the City Manager, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the City Manager. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

6. Request for Payment. Contractor shall submit all requests for payment on AIA Document G702 – Application and Certificate for Payment and G703- Continuation Sheet. For each item provide a column for listing: Item Number; Description of Work; Scheduled Value, Previous Application; Authorized Change Orders; Total completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Manager (or authorized representative). No payments will be made unless all back-up data (below) is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Manager.

Back up data required to process payment shall include but not limited to the following:

- Copies of Certified payroll covering the payment period and proof of submission to the Department of Industrial Relations (DIR). Although this project is subject to compliance monitoring and enforcement by the DIR. The City reserves the right to review the certified payroll for compliance, request additional clarification and require the contractor to provide proof of payment such as cancelled checks prior to payment of invoice.
- Conditional and Unconditional lien releases from contractor, subcontractor and suppliers from which the contractor is expecting payment. Release forms must reflect amount of draw and through date of invoice payment.
  1. Conditional releases for the current pay period shall be provided with the current payment request.
  2. Unconditional releases for the immediate prior pay period shall be provided with the current payment request. Unconditional lien release forms must match the preceding Conditional release form in amount and through date and must be signed authorized company representative. Unconditional Lien Release on Final Payment with a zero balance is required from all material suppliers and subcontractors with the request for final payment (retention). All Unconditional Lien Release on Final Payments will be signed authorized company representative and notarized. Release forms can be found at the Contractors State License Board website at http://www.cslb.ca.gov/Media_Room/Industry_Bulletins/2012/July_11.aspx. The most update current lien release forms must be used.
- Any required outside agency reports and/or written observations.

The City will retain 5 percent of the value of all work done and materials installed as part security for fulfillment of the contract by Contractor. The full 5 percent retention will be retained on all payments for 35 days after the filing of the Notice of Completion. In addition 125% of the amount of the "unreleased" STOP notice will be withheld.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts. It is the contractor's responsibility to provide the correct releases in order to obtain payment by the City.

7. Preconstruction Meeting. The City will hold a preconstruction meeting with awarded contractor and discuss procedural, and mobilization issues. The contractor needs to have key administrative staff attend such as: project manager, superintendent, administrative personnel who handle the certified payroll and pay requests. Attendees can also include subcontractors and major suppliers/fabricators.

In addition to staffing preconstruction meeting, the awarded contractor will need to bring the following to the preconstruction meeting for review and discussion.

- Project Schedule (see section D General Procedures #11 for details)
- Schedule of Values (see section E, Payment to Contractors #1 for details)
- Submittal Log, list all the submittals you plan to submit for review.
- List of subcontractors and contact information
- List of principal suppliers and fabricators
- Prime Contractor's Safety Plan
- Example of Daily Project Report and Daily Sign In Sheet for Review (see #8 below for details)
- Prime contractors' signed contract, performance and labor and material bonds, insurance certificates with endorsements, workers compensation certificate and Torrance Business License. The exact verbiage of additionally insured clause for the insurance is found Item 17C of the contract. The certificate needs to be endorsed as well naming the City as additional insured.
- Signed contracts for subcontractors, insurance certificates with endorsements, workers compensation certificates. Subcontractor's insurance must also meet the contract limits and language and be endorsed.

8. Daily Project Report and Contractor Daily Sign In Sheets.
The contractor will provide daily project reports and/or contractor daily sign in sheets on a daily basis (next working day) during the entire project's onsite work. At minimum the report/sign in sheets consist of the following:

Daily Project Report

- Date, Day of the Week, and Weather
- List all staffing by prime and subcontractors each, include classification and count of persons within the specific classification and denote journeyman vs. apprentice.
- List all deliveries of equipment and materials to site.
- List onsite discussions, meetings any resolution or direction given.
- List progress of the project (i.e. was scheduled and completed).
- List all visitors to the site.

Daily Sign In Sheet

- Date and Day of the Week
- Employee Name (printed), company and classification of work, denote journeyman vs. apprentice for each classification.
- Time started and time completed, any breaks.
- Employee signature of the individual worker (confirming reported time)

PART D

BID DOCUMENTS

BIDDER'S PROPOSAL

BID FOR FLOORING REPLACEMENT AT TORRANCE CULTURAL ARTS CENTER

B2016-01

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 and Contract Documents, prepared by City of Torrance for the bid as set forth in the following schedules.

Assignment of Contractor's values:

Item	Description	Total Amount In Figures*
Division 01	General Requirements:	
Area 1	James Armstrong Theatre	
Area 2	Toyota Meeting Hall	
Area 3	George Nakano Theatre Lobby	
Area 4	Garden Rooms A & B	
Area 5	Children's Art Wing	
Area 6	TCAC Operations Office	
Area 7	Cultural Services Offices	
Misc.	Additional stock- 5% of total material quantities	
	B2016-01 -BID TOTAL- in figures*	

Note: Bid will be awarded on the total bid amount to the lowest responsible bidder, however based on the budget available, the City may opt to reduce the scope of work by eliminating one or more of the areas listed above.

BASE BID TOTAL: _____
(In Words)*

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

The City of Torrance awards to the lowest responsible bidder per the Torrance Municipal Code. Based on the funding available, the City reserves the right to select any combination of base bid and bid alternate(s) to determine the lowest responsible bidder for award.

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the 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 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 item.

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

_____ Company Name

_____ Signature of principal in company

_____ Date

_____ Name and Title of Signer

Address: _____

Phone: _____ DIR Registration #: _____

License No. & Classifications _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2016-01

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

STATE OF CALIFORNIA }
}
COUNTY OF _____ }

CONTRACTOR'S AFFIDAVIT
B2016-01

_____, 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 Bid for Flooring Replacement at the Torrance Cultural Arts Center , B2016-01

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 any-one else to submit a false or sham bid, refrain from bidding, or 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 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;

<u>CONTRACTOR'S AFFIDAVIT</u> B2016-01 (CONTINUED)

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

Dated this _____ day of _____, 20_____.

Subscribed and Sworn to
before me this _____
of _____, 20_____

_____
(Contractor)

_____
(Title)

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

BID BOND

B2016-01

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. B2016-01 , said work being: Flooring Replacement at the Torrance Cultural Arts Center in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of said principal shall be accepted and if 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

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

1. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration #: _____

2. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration #: _____

3. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration #: _____

4. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration #: _____

5. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration #: _____

6. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration #: _____

7. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

DIR Registration #: _____

Subcontractors 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 correct license number corresponds to the submitted name and location of the subcontractor.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

REFERENCES

(Bidder must have completed at least four (4) public works projects of a similar size and scope within the last five (5) years). The references must reflect this requirement.

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:$ _____

Bidder's Information

The bidder must provide a detailed list of the trades and the description of the work they will perform with their own company for this project.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

Contractor's License No.: _____ Class: _____

Date first obtained: _____

Has License ever been suspended or revoked? _____

If yes, describe when and why _____

Any current claims against License or Bond? _____

If yes, describe claims: _____

Type of entity (check one)

_____ Incorporated _____ Partnership _____ Sole Proprietorship

If incorporated, in what state _____

Federal Tax ID Number #_____

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

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

PART E

DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY AS PART OF CONTRACT WITH THE CITY

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 Flooring Replacement at the Torrance Cultural Arts Center B2016-01, 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 there under, 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 there under.

PERFORMANCE BOND B2016-01 (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 _____

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

LABOR AND MATERIAL BOND
B2016-01

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 Flooring Replacement at the Torrance Cultural Arts Center, B2016-01, 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 B2016-01 (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 _____

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

PUBLIC WORKS AGREEMENT

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

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **PROJECT NAME & BID NUMBER**;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **PROJECT NAME & BID NUMBER** (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. <u>SERVICES TO BE PERFORMED BY CONTRACTOR</u>

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. <u>TERM</u>

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. <u>COMPENSATION</u>

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 $INSERT DOLLAR AMOUNT ("Agreement Sum"), plus a contingency of $INSERT DOLLAR AMOUNT, if 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 20 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:

REPRESENTATIVE 1
REPRESENTATIVE 2

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. PREVAILING WAGE

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS ($1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will

maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

16. 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.

17. 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.

18. 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 18.

19. 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.

20. 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.

21. 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:	CONTRACTOR'S NAME AND ADDRESS
	Fax: INSERT FAX NUMBER

CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
with a copy to:	Attn: PROJECT MANAGER'S NAME Public Works Department City of Torrance 20500 Madrona Avenue 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. TIME OF ESSENCE

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

27. 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.

28. 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.

29. 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.

30. ATTORNEY'S FEES

Except as provided for in Paragraph 16, 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.

31. EXHIBITS

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

32. 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

ATTEST:

_____
Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

BUSINESS OR INDIVIDUAL NAME
TYPE OF ENTITY

By: _____
SIGNER, TITLE

Attachment: Exhibit A: Bid
Revised: 12/9/15

EXHIBIT A

Bid

PART F

PREVAILING WAGE RATES

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2015-2
ISSUE DATE: August 22, 2015
EXPIRATION DATE OF DETERMINATION: July 3, 2016** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

		Employer Payments					Straight-Time		Overtime Hourly Rates		
Classification [a] (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ and Holiday[d]	Training	Other Payment	Hours	Total Hourly Rate	Daily[b] 1 1/2X	Saturday[bc] 1 1/2X	Sunday and Holiday
CLASSIFICATION GROUPS											
Group 1	$31.39	6.86	6.50	4.47	0.64	0.62	8	50.48	66.175	66.175	81.87
Group 2	31.94	6.86	6.50	4.47	0.64	0.62	8	51.03	67.00	67.00	82.97
Group 3	32.49	6.86	6.50	4.47	0.64	0.62	8	51.58	67.825	67.825	84.07
Group 4	34.04	6.86	6.50	4.47	0.64	0.62	8	53.13	70.15	70.15	87.17
Group 5	34.39	6.86	6.50	4.47	0.64	0.62	8	53.48	70.675	70.675	87.87

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] For classification within each group, see page 14.
[b] Any hours worked over 12 hours in a single workday are double (2) time.
[c] Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.
[d] Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of- way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer-Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
Guinea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders
Underground Laborer, including Caisson Bellower

GROUP 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Barko, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2 1/2 ft. drill steel or longer
Dri Pak-it Machine
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
High Scaler (including drilling of same)
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

STATE OF CALIFORNIA
EDMUND G. BROWN, JR., *Governor*
DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS (SC-23-102-2-2015-2)

ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

These predetermined increases for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORER

Determination SC-23-102-2-2015-2 is currently in effect and expires on July 3, 2016**.

Effective July 4, 2016, there will be an increase of $1.60 allocated as follows: $0.25 to Pension and $1.35 to be allocated to wages and/or employer payments

Effective July 3, 2017, there will be an increase of $1.65 allocated as follows: $0.25 to Pension and $1.40 to be allocated to wages and/or employer payments. (See Important Notice issued September 23, 2015)

There will be no further increases applicable to this determination.

Issued 8/22/2015, Effective 9/1/2015.

This page will be updated when wage rate breakdown information becomes available.
Last Updated: September 23, 2015

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: LOS ANGELES COUNTY
DETERMINATION: LOS-2015-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	**BRICKLAYER, STONEMASON,** MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	08/22/2015	04/30/2016*	A 37.930	7.500	6.900	-	B 0.780	0.350	C 8.0	53.460	D 72.430	D 72.430	91.390
#	**BRICKLAYER:**													
	MASON FINISHER	08/22/2015	04/30/2016*	A 26.550	7.500	6.900	-	E 0.670	0.350	C 8.0	41.970	D 55.240	D 55.240	68.520
# F	**BRICK TENDER**	08/22/2015	06/30/2016*	29.570	6.860	6.500	G 3.900	0.650	0.470	C 8.0	47.950	62.740	62.740	77.520
#	**BRICK TENDER:**													
	FORKLIFT OPERATOR	08/22/2015	06/30/2016*	30.020	6.860	6.500	G 3.900	0.650	0.470	C 8.0	48.400	63.410	63.410	78.420
#	**CARPET, LINOLEUM,**													
	RESILIENT TILE LAYER	02/22/2015	12/31/2015**	H 29.850	5.080	5.800	2.050	0.630	0.200	8.0	43.610	58.540	I 58.540	73.460
J	MATERIAL HANDLER	02/22/2015	12/31/2015**	H 9.000	5.080	2.100	0.550	0.630	0.100	8.0	17.460	21.960	I 21.960	26.460
#	**DRYWALL FINISHER**													
K	DRYWALL FINISHER	08/22/2015	09/30/2015**	L 32.110	7.550	4.620	3.070	0.670	0.470	8.0	48.490	64.540	M 64.540	80.600
	DRYWALL FINISHER	08/22/2015	09/30/2015**	H 35.180	7.550	4.620	3.070	0.670	0.470	8.0	51.560	69.150	M 69.150	86.740
#	**ELECTRICIAN:**													
	COMM & SYSTEM INSTALLER	02/22/2015	12/27/2015**	29.760	7.810	N 3.620	-	0.650	O 0.250	8.0	42.980	P 58.310	P 58.310	73.640
	SOUND ELECTRICIAN	02/22/2015	12/27/2015**	32.560	7.810	N 3.620	-	0.650	O 0.250	8.0	45.870	P 62.640	P 62.640	79.400
	INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	08/22/2015	01/31/2016**	40.800	11.440	Q 13.270	R -	0.660	0.450	8.0	67.840	P 88.860	P 88.860	109.870
	CABLE SPLICER-WELDER	08/22/2015	01/31/2016**	42.840	11.440	Q 13.270	R -	0.660	0.450	8.0	69.950	P 92.010	P 92.010	114.070
	TUNNEL WIREMAN	08/22/2015	01/31/2016**	44.880	11.440	Q 13.270	R -	0.660	0.450	8.0	72.050	P 95.160	P 95.160	118.270
	TUNNEL CABLE SPLICER	08/22/2015	01/31/2016**	47.120	11.440	Q 13.270	R -	0.660	0.450	8.0	74.350	P 98.620	P 98.620	122.890
	TRANSPORTATION SYSTEMS ELECTRICIAN	08/22/2015	01/31/2016**	40.800	11.440	Q 13.270	R -	0.660	0.450	8.0	67.840	P 88.860	P 88.860	109.870
	TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPLICING, WELDING, AND NETA TESTING)	08/22/2015	01/31/2016**	42.840	11.440	Q 13.270	R -	0.660	0.450	8.0	69.950	P 92.010	P 92.010	114.070
S	TRANSPORTATION SYSTEMS TECHNICIAN	08/22/2015	01/31/2016**	30.600	11.440	Q 13.270	R -	0.660	0.450	8.0	57.340	P 73.100	P 73.100	88.860
#	**FIELD SURVEYOR:**													
T	CHIEF OF PARTY (018.167-010)	08/22/2015	09/30/2015**	43.910	11.200	8.550	G 4.150	0.900	0.150	8.0	68.860	P 90.810	P 90.810	112.770
T	INSTRUMENTMAN (018.167-034)	08/22/2015	09/30/2015**	41.410	11.200	8.550	G 4.150	0.900	0.150	8.0	66.360	P 87.060	P 87.060	107.770
T	CHAINMAN/RODMAN (869.567-010)	08/22/2015	09/30/2015**	40.830	11.200	8.550	G 4.150	0.900	0.150	8.0	65.780	P 86.190	P 86.190	106.610
#	**GLAZIER**	08/22/2015	05/31/2016**	U 40.700	V 7.000	13.030	W -	0.770	0.530	8.0	62.030	X 81.380	X 81.380	100.730
#	**MARBLE FINISHER**	08/22/2015	05/31/2016**	Y 28.450	9.160	2.710	-	0.810	0.330	Z 8.0	41.460	AA 55.690	AB 55.690	AC 69.910
#	**PAINTER**													
AD	INDUSTRIAL PAINTER	08/22/2015	06/30/2016*	L 32.020	8.050	3.040	1.050	0.790	0.820	8.0	45.770	AE 61.780	AE 61.780	AE 61.780
#	**PAINTER:**													
AD	PAINTER, LEAD ABATEMENT	08/22/2015	06/30/2016*	L 30.720	8.050	3.040	1.050	0.690	0.820	8.0	44.370	AE 59.730	AE 59.730	AE 59.730
AD	REPAINT PAINTER, LEAD ABATEMENT	08/22/2015	06/30/2016*	L 27.290	8.050	3.040	1.050	0.690	0.820	8.0	40.940	AF 54.580	AF 54.580	AF 54.580
AG	PAINTER, LEAD ABATEMENT	08/22/2015	06/30/2016*	L 26.410	8.050	3.040	1.050	0.690	0.820	8.0	40.060	AE 53.260	AE 53.260	AE 53.260
AG	REPAINT PAINTER, LEAD ABATEMENT	08/22/2015	06/30/2016*	L 24.190	8.050	3.040	1.050	0.690	0.820	8.0	37.840	AF 49.930	AF 49.930	AF 49.930
AD	INDUSTRIAL REPAINT PAINTER	08/22/2015	06/30/2016*	L 28.450	8.050	3.040	1.050	0.790	0.820	8.0	42.200	AF 56.430	AF 56.430	AF 56.430
#	**PLASTERER**	08/22/2015	08/02/2016**	32.910	8.930	4.210	AH 5.530	0.630	0.990	AI 8.0	53.200	AE 69.650	AJ 69.650	86.110

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: LOS ANGELES COUNTY
DETERMINATION: LOS-2015-2

				EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME HOURLY RATE		
CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
# AK **PLASTER TENDER**	08/22/2015	08/02/2016**	32.710	7.000	5.900	AH 5.050	1.020	1.020	8.0	52.700	AL 69.060	AM 69.060	85.410
PLASTER CLEAN-UP LABORER	08/22/2015	08/02/2016**	30.160	7.000	5.900	AH 5.050	1.020	1.020	8.0	50.150	AL 65.230	AM 65.230	80.310
# **PLUMBER:**													
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2015	06/30/2016**	Y 42.930	7.110	AN 11.050	AO 3.030	2.550	AP 1.000	8.0	67.670	AQ 89.850	AQ 89.850	110.520
SEWER AND STORM DRAIN PIPELAYER	08/22/2015	06/30/2016**	Y 33.110	7.110	AN 8.200	AO 1.000	2.170	AP 1.000	8.0	52.590	68.850	AR 68.850	84.600
AS SEWER AND STORM DRAIN PIPE TRADESMAN	08/22/2015	06/30/2016**	Y 17.060	7.110	0.380	-	1.600	AP 0.850	8.0	27.000	34.730	AR 34.730	42.460
LANDSCAPE/IRRIGATION FITTER	08/22/2015	06/30/2016**	Y 27.620	7.110	AN 11.050	AO 2.490	1.940	AP 0.800	AR 8.0	51.010	66.070	66.070	79.880
AT LANDSCAPE/IRRIGATION TRADESMAN	08/22/2015	06/30/2016*	Y 13.390	2.000	AN 0.880	-	0.100	AP 0.750	AR 8.0	17.120	23.820	23.820	30.510
REFRIGERATION SERVICE AND REPAIR (HVACR)	08/22/2014	08/31/2015*	H 41.290	9.530	AU 8.830	R -	1.300	AV 0.560	8.0	61.510	82.150	AW 82.150	AC 101.650
REFRIGERATION SERVICE AND REPAIR TRADESMAN (HVACR)	08/22/2014	08/31/2015*	H 10.900	9.530	1.400	R -	0.500	AV 0.440	8.0	22.770	28.220	AW 28.220	AC 33.220
AX FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	08/22/2015	12/31/2015**	35.570	8.520	AY 10.900	-	0.450	0.250	8.0	55.690	73.470	73.470	91.260
AZ FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	08/22/2015	12/31/2015**	40.460	8.670	14.150	R -	1.350	BA 0.550	8.0	65.180	85.410	BB 85.410	105.640
# **ROOFER**	08/22/2014	07/31/2015*	BC 35.020	7.560	BD 5.590	W -	0.400	BE 0.520	8.0	49.090	AQ 64.800	AQ 64.800	80.510
PITCH WORK	08/22/2014	07/31/2015*	BC 36.770	7.560	BD 5.590	W -	0.400	BE 0.520	8.0	50.840	AQ 67.430	AQ 67.430	84.010
PREPARER	08/22/2014	07/31/2015*	BC 36.020	7.560	BD 5.590	W -	0.400	BE 0.520	8.0	50.090	AQ 66.300	AQ 66.300	82.510
# BF **SHEET METAL WORKER**	08/22/2015	06/30/2016**	L 41.260	9.870	BG 14.710	-	0.820	0.650	8.0	67.310	BH 87.940	BH 87.940	108.570
# BI SHEET METAL WORKER	08/22/2015	06/30/2016**	H 31.530	9.870	BJ 13.720	-	1.670	0.350	C 8.0	57.140	BK 72.900	BK 72.900	AC 88.670
BI LIGHT COMMERCIAL SHEET METAL WORKER UP TO AND INCLUDING 10,000 SQUARE FEET.	08/22/2015	06/30/2016**	H 25.220	9.870	BJ 13.720	-	1.670	0.350	C 8.0	50.830	63.440	63.440	63.440
# **TERRAZZO FINISHER**	08/22/2014	08/31/2015*	H 27.530	7.510	3.270	R -	0.490	0.120	AR 8.0	38.920	AA 52.690	AB 52.690	AC 66.450
# **TERRAZZO WORKER**	08/22/2014	08/31/2015*	H 34.570	8.300	3.270	R -	0.570	0.120	AR 8.0	46.830	AA 64.110	AB 64.110	AC 81.400
# **TILE FINISHER**	08/22/2015	05/31/2016**	Y 23.780	8.430	1.800	-	0.750	0.280	Z 8.0	35.040	AA 46.930	AB 46.930	AC 58.820
# **TILE LAYER**	08/22/2015	05/31/2016**	Y 35.140	9.250	5.680	-	0.910	0.370	Z 8.0	51.350	AA 68.920	AB 68.920	AC 86.490

FOOTNOTES

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS

PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: LOS ANGELES COUNTY

DETERMINATION: LOS-2015-2

				INCREASE 1			INCREASE 2			INCREASE 3			INCREASE 4			INCREASE 5			INCREASE 6			INCREASE 7			INCREASE 8			INCREASE 9			INCREASE 10		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE		DATE OF NEXT CHANGE	AMOUNT OF INCREASE	
	CARPET, LINOLEUM,																																
	RESILIENT TILE LAYER	02/22/2015	12/31/2015**	01/01/2016	$0.50	A																											
B	MATERIAL HANDLER	02/22/2015	12/31/2015**	01/01/2016	$0.18	C																											
	DRYWALL FINISHER																																
D	DRYWALL FINISHER	08/22/2015	09/30/2015**	10/01/2015	$1.91	E																											
	DRYWALL FINISHER	08/22/2015	09/30/2015**	10/01/2015	$1.91	E																											
	ELECTRICIAN:																																
	COMM & SYSTEM INSTALLER	02/22/2015	12/27/2015**	12/28/2015	$2.00	F	12/26/2016	$2.00	F	01/01/2018	$2.25	F	01/01/2019	$2.50	F																		
	SOUND ELECTRICIAN	02/22/2015	12/27/2015**	12/28/2015	$2.00	F	12/26/2016	$2.00	F	01/01/2018	$2.25	F	01/01/2019	$2.50	F																		
	INSIDE WIREMAN, RADIO MONITOR TECHNICIAN	08/22/2015	01/31/2016**	02/01/2016	$1.00	F	08/01/2016	$1.00	F	01/30/2017	$1.00	F	07/31/2017	$1.10	G	01/29/2018	$1.00	F	07/30/2018	$1.00	F	01/28/2019	$1.00	F									
	CABLE SPLICER-WELDER	08/22/2015	01/31/2016**	02/01/2016	$1.00	F	08/01/2016	$1.00	F	01/30/2017	$1.00	F	07/31/2017	$1.10	G	01/29/2018	$1.00	F	07/30/2018	$1.00	F	01/28/2019	$1.00	F									
	TUNNEL WIREMAN	08/22/2015	01/31/2016**	02/01/2016	$1.00	F	08/01/2016	$1.00	F	01/30/2017	$1.00	F	07/31/2017	$1.10	G	01/29/2018	$1.00	F	07/30/2018	$1.00	F	01/28/2019	$1.00	F									
	TUNNEL CABLE SPLICER	08/22/2015	01/31/2016**	02/01/2016	$1.00	F	08/01/2016	$1.00	F	01/30/2017	$1.00	F	07/31/2017	$1.10	G	01/29/2018	$1.00	F	07/30/2018	$1.00	F	01/28/2019	$1.00	F									
	TRANSPORTATION SYSTEMS ELECTRICIAN	08/22/2015	01/31/2016**	02/01/2016	$1.00	F	08/01/2016	$1.00	F	01/30/2017	$1.00	F	07/31/2017	$1.10	G	01/29/2018	$1.00	F	07/30/2018	$1.00	F	01/28/2019	$1.00	F									
	TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPLICING, WELDING, AND NETA TESTING)	08/22/2015	01/31/2016**	02/01/2016	$1.00	F	08/01/2016	$1.00	F	01/30/2017	$1.00	F	07/31/2017	$1.10	G	01/29/2018	$1.00	F	07/30/2018	$1.00	F	01/28/2019	$1.00	F									
H	TRANSPORTATION SYSTEMS TECHNICIAN	08/22/2015	01/31/2016**	02/01/2016	$0.75	F	08/01/2016	$0.75	F	01/30/2017	$0.75	F	07/31/2017	$0.85	I	01/29/2018	$0.75	F	07/30/2018	$0.75	F	01/28/2019	$0.75	F									
	FIELD SURVEYOR:																																
J	CHIEF OF PARTY (018 167-010)	08/22/2015	09/30/2015**	10/01/2015	$2.00	K																											
J	INSTRUMENTMAN (018 167-034)	08/22/2015	09/30/2015**	10/01/2015	$2.00	K																											
J	CHAINMAN/RODMAN (869 567-010)	08/22/2015	09/30/2015**	10/01/2015	$2.00	K																											
	GLAZIER	08/22/2015	05/31/2016**	06/01/2016	$1.33	L																											
	MARBLE FINISHER	08/22/2015	05/31/2016**	06/01/2016	$1.00	F																											
	PLASTERER	08/22/2015	08/02/2016**	08/03/2016	$1.75	F	08/02/2017	$1.75	F																								
M	**PLASTER TENDER**	08/22/2015	08/02/2016**	08/03/2016	$1.75	F	08/02/2017	$1.75	F																								
	PLASTER CLEAN-UP LABORER	08/22/2015	08/02/2016**	08/03/2016	$1.75	F	08/02/2017	$1.75	F																								
	PLUMBER:																																
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	08/22/2015	06/30/2016**	07/01/2016	$2.02	F	07/01/2017	$2.43	F																								
	SEWER AND STORM DRAIN PIPELAYER	08/22/2015	06/30/2016**	07/01/2016	$1.56	F	07/01/2017	$1.87	F																								
N	SEWER AND STORM DRAIN PIPE TRADESMAN	08/22/2015	06/30/2016**	07/01/2016	$0.80	F	07/01/2017	$0.97	F																								
	LANDSCAPE/IRRIGATION FITTER	08/22/2015	06/30/2016**	07/01/2016	$1.52	F	07/01/2017	$1.82	F																								
O	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	08/22/2015	12/31/2015**	01/01/2016	$0.40	P																											
Q	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	08/22/2015	12/31/2015**	01/01/2016		R																											
S	**SHEET METAL WORKER**	08/22/2015	06/30/2016**	07/01/2016	$2.10	T	07/01/2017	$2.00	U	07/01/2018	$2.00	F	07/01/2019	$2.00	F																		
V	SHEET METAL WORKER	08/22/2015	06/30/2016**	07/01/2016	$1.25	F	07/01/2017	$1.35	F																								
V	LIGHT COMMERCIAL SHEET METAL WORKER UP TO AND INCLUDING 10,000 SQUARE FEET.	08/22/2015	06/30/2016**	07/01/2016	$1.00	F	07/01/2017	$1.08	F																								
	TILE FINISHER	08/22/2015	05/31/2016**	06/01/2016	$0.85	F																											
	TILE LAYER	08/22/2015	05/31/2016**	06/01/2016	$1.15	F																											

PART G

SPECIFICATIONS

TECHNICAL REQUIREMENTS:

Introduction:

The following technical specifications describe the City's requirements for the flooring replacement at the Torrance Cultural Arts Center. All work must be done in accordance with the manufacturer's guidelines and specifications contained herein.

This Bid is intended to be as descriptive as possible. However, Bidders may not take advantage of omissions or oversights in this document. Bidders must supply products and services that meet or exceed the requirements of this Bid. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Information:

The City has determined the bidder must have or "C-15" Flooring and Floor Covering Contractor license. Bidder, as the prime contractor, must have successfully completed at least four (4) public works projects of a similar size and scope within the last five (5) years. Bidder must have at least five (5) years experience under the current license and organization. References must reflect this experience.

Carpet Specifications:

Manufacturer:	Shaw, Philadelphia Queen Commercial
Style:	Fuse 54520
Color:	00520 To Integrate
Installation:	Quarter Turn

Cove Base:

Manufacturer:	Burke Flooring Products
Type:	BurkeBase 1/8" Molded Rubber Base 4 inch with Toe
Color:	660P Slate Commercial
Note:	Contractor to wrap corners

Extra Materials: Contractor will provide 5% of additional material stock which will be based on total material quantity ordered as part of project closeout. The materials much match the products installed and that are packaged with protective coverings for storage and identified with labels describing contents.

Scope of Work

The bidder will be responsible for purchasing and installing the specified flooring and cove base per the manufacturer's specifications and the City of Torrance requirements.

- All flooring and associated materials must be installed according to manufacturer's specifications included with this bid.

- Only qualified, experienced flooring installers under proper supervision will be used for this installation.
- Contractor shall be responsible for the removal and disposal of all existing carpeting and cove base off of City property and in a proper manner.
- Contractor shall be responsible for removing and replacing all furniture.
- The carpet must be cut evenly along the wall to fit around all projections and into all alcoves and trim strips. Carpet must fit evenly and closely to and through thresholds where carpet joins together in doorways.
- All carpet must be aligned at seams to match color, weave, width, and length.- See guidelines shipped with order for proper installation of a carpet.
- No patching is to be used in small areas or doorways.
- All carpet furnished must be from the same dye lot.
- Upon completion of installation, the new carpet areas must be vacuum cleaned and all loose threads are to be removed. All dirt and miscellaneous debris must be removed. Carpet with spots or stains that cannot be removed to the satisfaction of the City must be replaced. This provision will also apply to any defects, imperfections, abrasions, cuts, etc., in the furnished carpet.
- The finished installation must be free from glue, scraps, carpet ripples, and blisters.
- Contractor shall be responsible for the storage and security of all equipment, tools, materials and other supplies used during the removal and installation of carpet and cove base.
- All flooring must be free from any bubbles, blisters, or ripples.
- Contractor shall provide a one year written warranty on installation and a 10 year manufacturer's warranty on quality assurance.

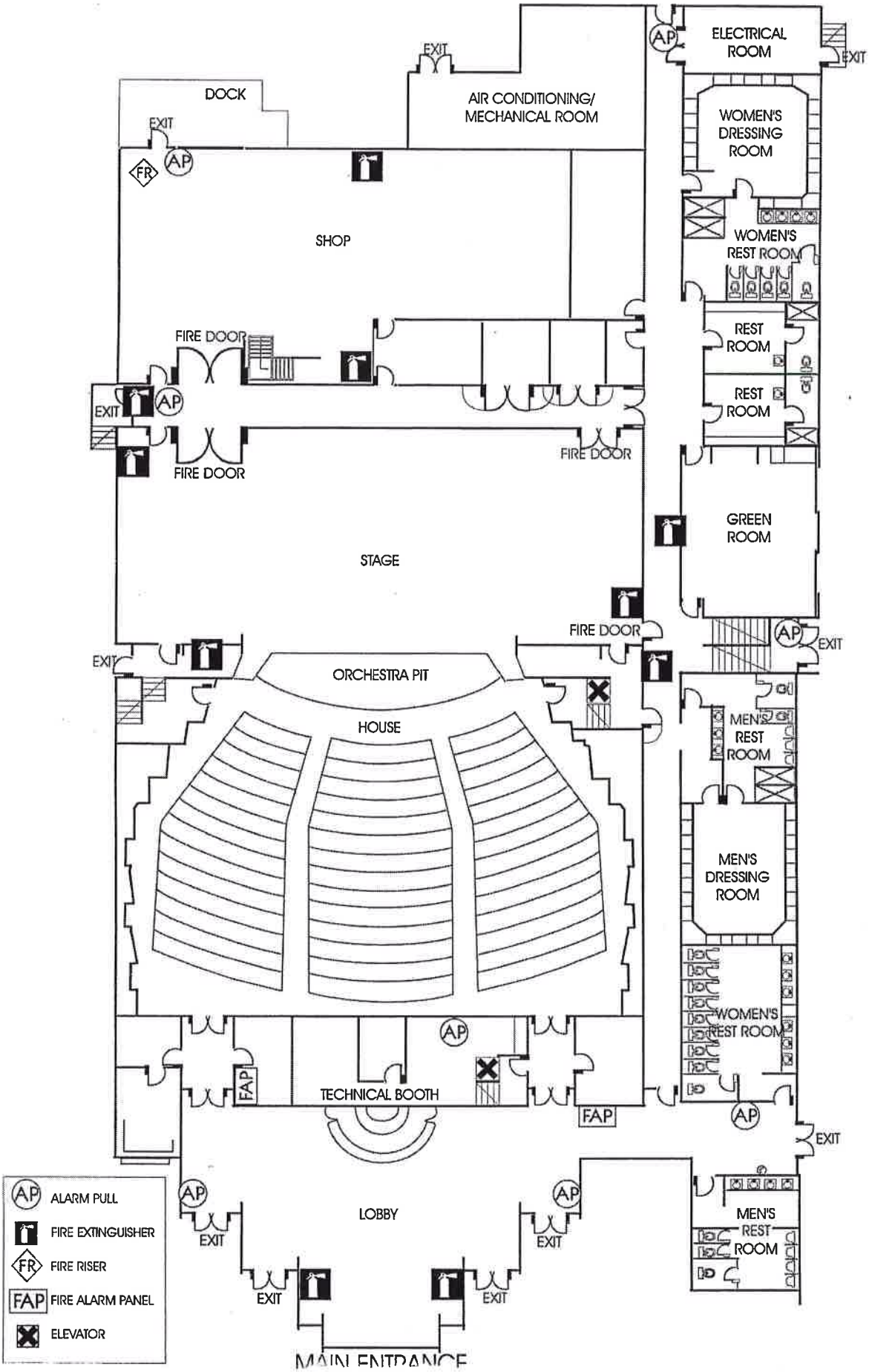
Project Timeline

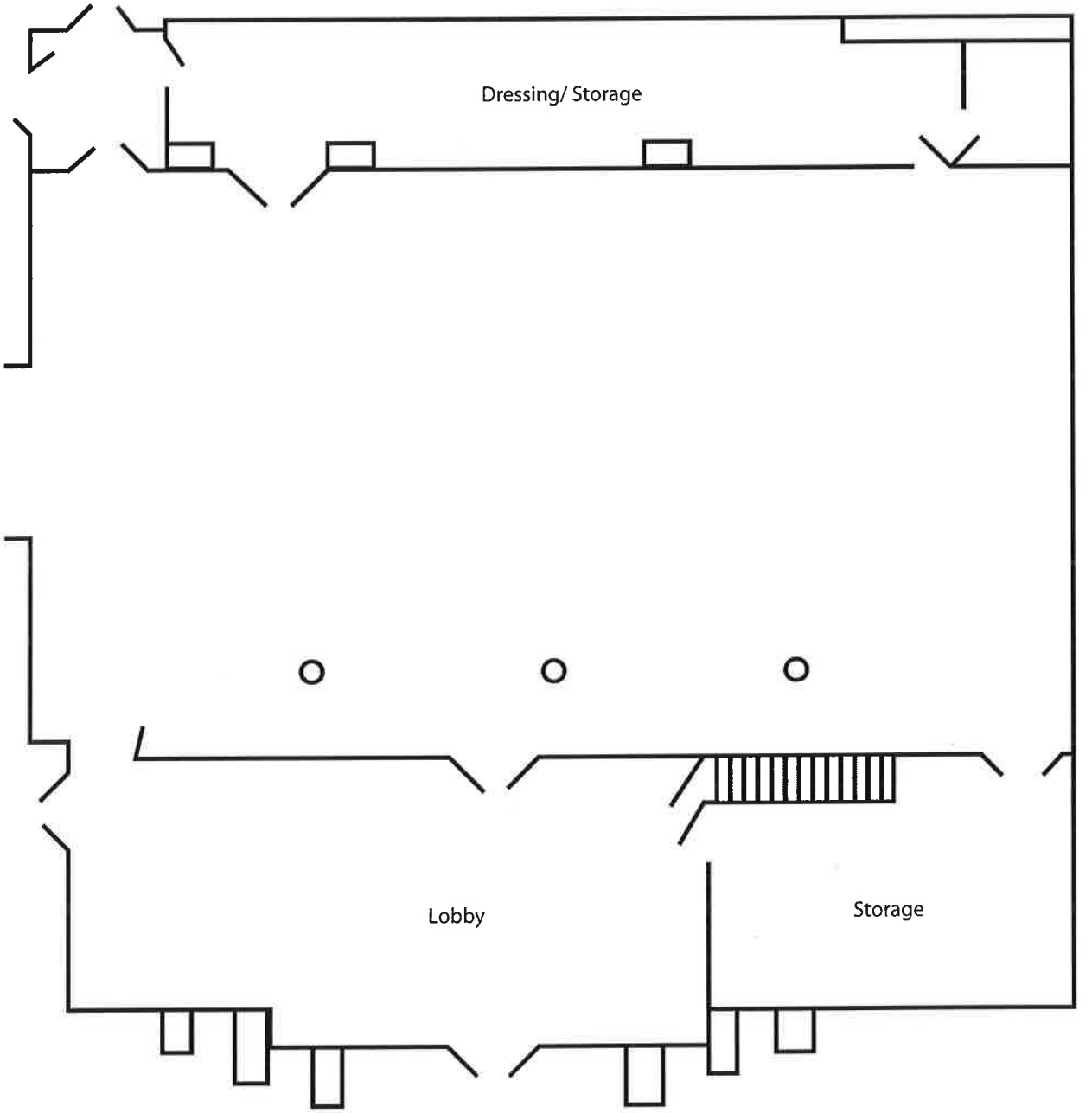
All work will be done during regular working hours, Monday through Friday. Due to the constant use of the facilities, Contractor must strictly adhere to the City's schedule regarding the specific rooms and the timeline of completion for each room. At maximum timeline allowed for completion of each room is as follows:

1.	Toyota Meeting Hall	4 days
2.	James Armstrong Theatre	5 days
3.	George Nakano Theatre Lobby	1 day
4.	Gardens Rooms A & B	1 day
5.	Children's Art Wing	1 day
6.	TCAC Operations Office	1 day
7.	Cultural Services Offices	1 day

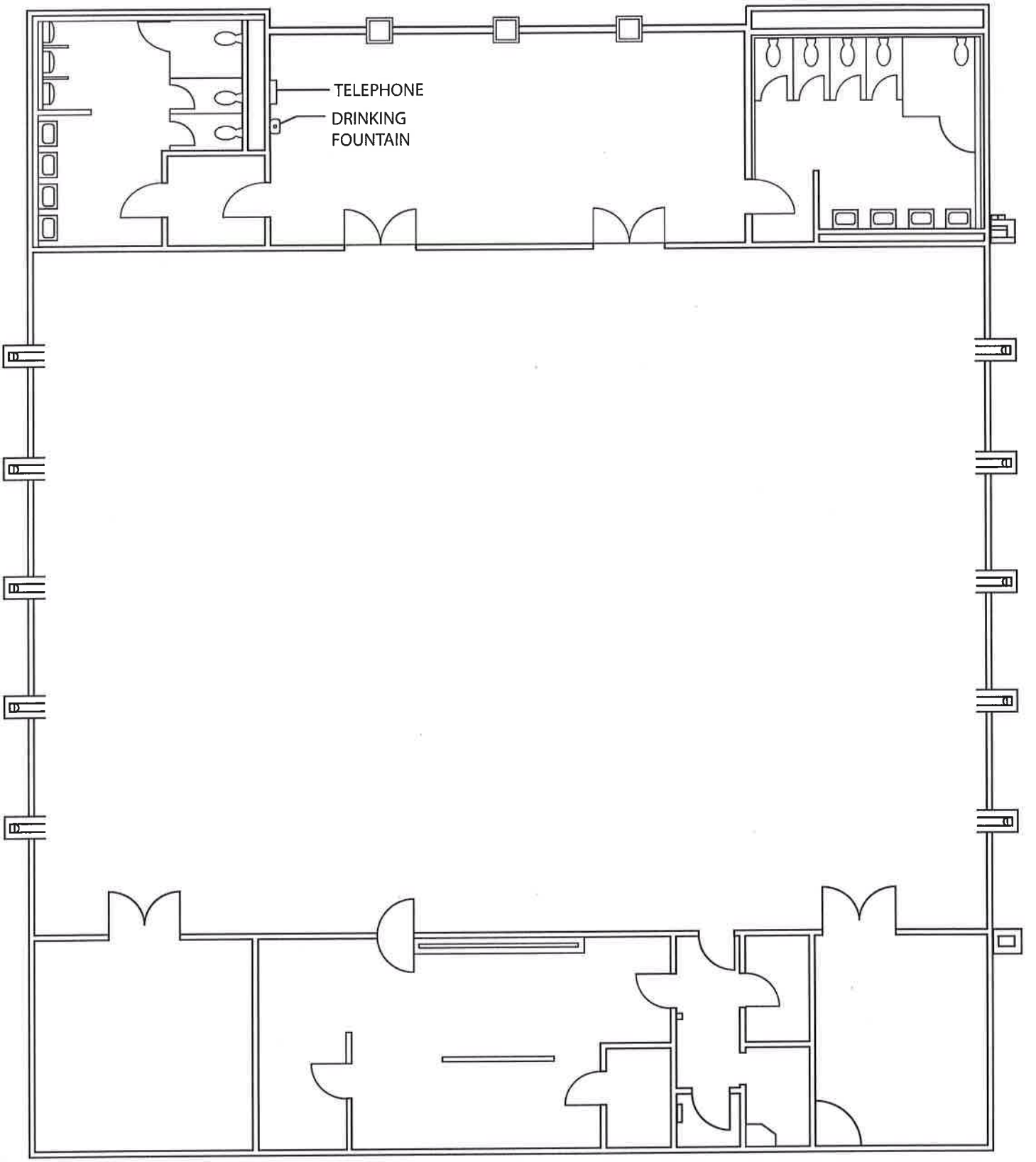
Area of work- Approximately 20,000 sq ft.

The square footage is an estimate of project area and is provided for reference only, the bidder will be responsible for properly measuring the project area prior to submitting the bid. The City of Torrance will not pay additional costs for incorrect measurements or lack of understanding of the project scope of work.

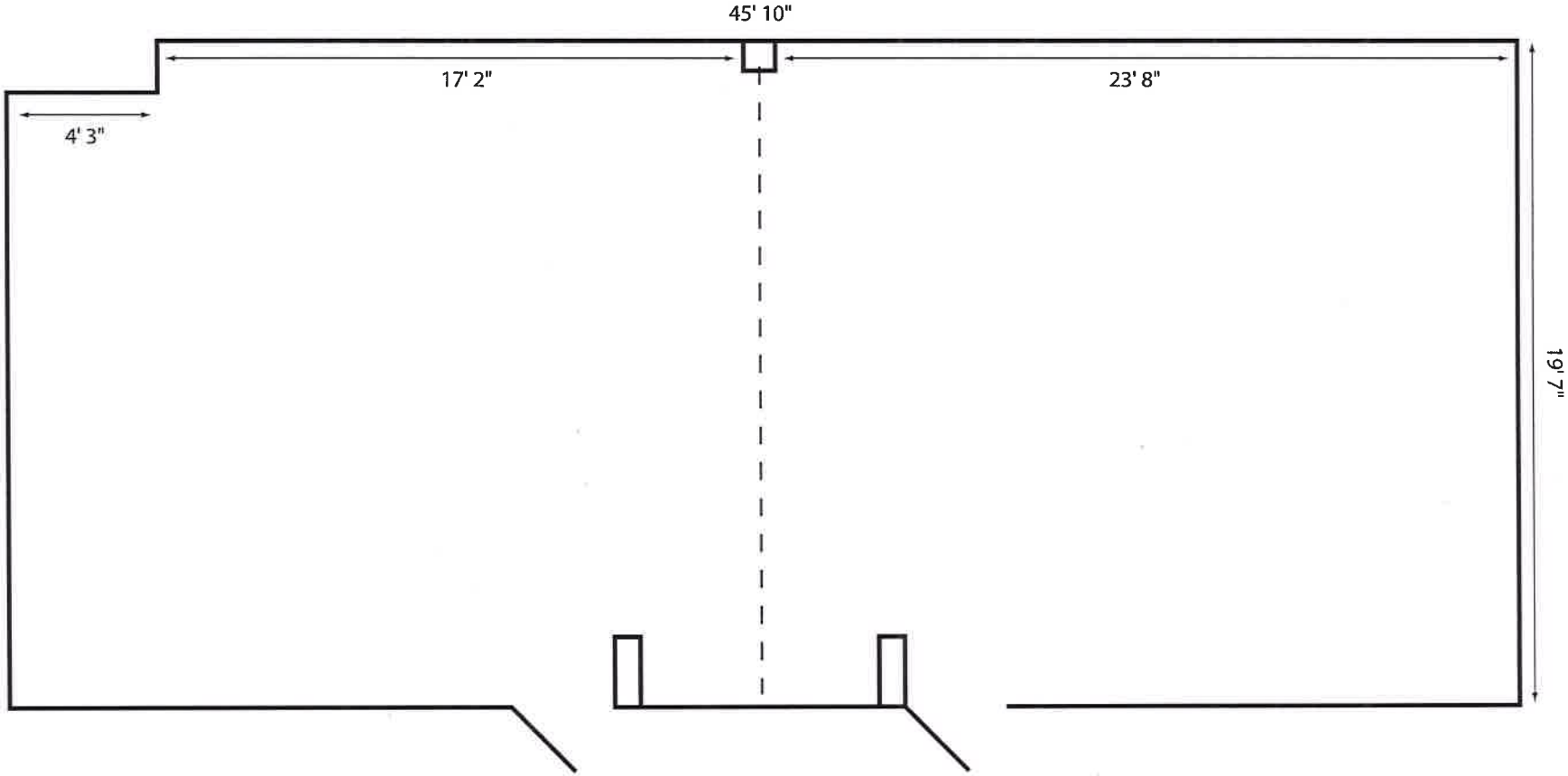

DOCK
EXIT
AIR CONDITIONING/
MECHANICAL ROOM
ELECTRICAL
ROOM
EXIT
WOMEN'S
DRESSING
ROOM
SHOP
WOMEN'S
REST ROOM
FIRE DOOR
REST
ROOM
REST
ROOM
EXIT
FIRE DOOR
FIRE DOOR
GREEN
ROOM
STAGE
FIRE DOOR
EXIT
EXIT
ORCHESTRA PIT
HOUSE
MEN'S
REST
ROOM
MEN'S
DRESSING
ROOM
WOMEN'S
REST ROOM
TECHNICAL BOOTH
FAP
FAP
EXIT
LOBBY
EXIT
EXIT
EXIT
EXIT
MEN'S
REST
ROOM
MAIN ENTRANCE
ALARM PULL
FIRE EXTINGUISHER
FIRE RISER
FIRE ALARM PANEL
ELEVATOR



GEORGE NAKANO THEATRE



TOYOTA MEETING HALL



GARDEN ROOM A & B