PROJECT MANUAL FOR INSTALLATION OF A GENERATOR AT THE TORRANCE AIRPORT

B 2013-55

OCTOBER 2013

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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 Thursday, December 19, 2013** after which time they will be publicly opened and read at 3:15 p.m. in the Council Chambers of said City:

Bid for Installation of a Generator at the Torrance Airport
B2013-55

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 Tuesday, November 26, 2013 at 10:00 a.m. commencing at General Aviation Center, 3301 Airport Drive, Torrance, CA 90505. 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, $35 if picked up at City Hall, or payment of $45 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: B2013-55

The project estimate is between $ 200,000 to $ 225,000. The work shall be completed within one hundred twenty (120) calendar days of receipt of the Notice to Proceed (NTP). The one hundred twenty (120) calendar day schedule includes: completion of contractual paperwork, submittal review and onsite work. Bids are required for the entire work described herein.

The City has determined the bidder must have a valid "C-10" Electrical Contracting License. Bidder must have at minimum at least five (5) years experience in successfully completing projects of a similar size and scope. References must reflect this experience.

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.

Project is not subject to state prevailing wage rates.

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

For further information, please contact Diane Megerdichian, 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
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 (l0) 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 any one (1) of the required seven (7) 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 six (6) documents:

1. Performance Bond (100% of Bid)
2. Labor and Material Bond (100% of Bid)
3. Contract – Contract Services 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 Building and Safety Department for a public works 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

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.

O TRAFFIC CONTROL PLAN- 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 **"Torrance Airport Generator Project"** 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 Manager 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 one hundred twenty (120) calendar days of the start date specified in said Notice.** The one hundred twenty (120) calendar day schedule includes, completion of contractual paper work, equipment material submittal review, the lead time for materials and equipment, and on site work.

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- Not applicable

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 Installation of a Generator at Torrance Airport General"**, prepared by Breen Engineering and 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:

Agency or City - City of Torrance.

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

City Manager - The City Manager 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 – Cliff van Kuilenburg
Breen Engineering
1983 West 190th Street, Suite 200
Torrance, CA 90504
Office: 310-464-8404
Fax: 310-464-8408
cvk@breeneng.com

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 installation of a generator as shown in the plans and specifications prepared by Breen Engineering and the 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:

   a. Change Orders (Including Plans and Specifications attached thereto).
   b. Contract Services Agreement
   c. Addenda
   d. Special Provisions
   e. Plans
   f. Standard Plans
   g. Instructions to Bidders
   h. Standard Specifications

   Within the Specifications the order of precedence is as follows:

   a. Addenda/Change Orders
   b. Permits from other agencies/supplemental agreements
   c. Special Provisions
   d. Instructions to Bidders
   e. Referenced Standard Drawings
   f. Referenced Standard Specifications

   With reference to the Drawings the order of precedence is as follows:
   a. Change Orders drawings govern over Addenda and Contract Drawings
   b. Addenda drawings govern over Contract drawings
   c. Contract drawings govern over shop drawings and standard drawings
   d. Detail drawings govern over general drawings
   e. 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 C 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. The Contractor shall notify the CITY a minimum of 48 hours in advance of the required inspection.

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. 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

11.1 The Contractor shall submit a Construction Schedule in accordance with the project manual to the City Manager prior to beginning construction. 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.

11.2 If the Contractor desires to make a major change in its method or operations after commencing construction or if their Schedule fails to reflect the actual progress, the Contractor shall submit to the City Manager a revised Construction Schedule in advance of beginning revised operations.

12. Mobilization

12.1 Scope. Mobilization shall include the provision of the Construction Schedule; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other 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.

- Submittal and modification, as required, of the Construction Schedule.
- Installing temporary construction power and wiring.
- Establishing fire protection system.
- Developing construction water supply.
- Providing on-site sanitary facilities and portable water facilities, as required.
- Arranging for and erection of Contractor's work and storage yard.
- Submittal of all required insurance certificates and bonds, including subcontractors.
- Obtaining all required permits.
- Posting all OSHA required notices and establishment of safety programs.
- Have the Contractor's superintendent at the job site full-time.
- 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.
- Demobilization.

13. Markup. The following percentages shall apply for additional work:

Profit	5% maximum
Overhead	5% maximum

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, and other vehicles and/or equipment present at the jobsite but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The City shall not pay for the cost of foremen or a superintendent unless authorized in advance by the City Manager. To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

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 and subcontractor'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. Contractor's Representative. The Contractor's Representative shall be approved by the CITY prior to the start of the Work. If the designated representative is rejected, the Contractor shall immediately designate another representative in writing and submit to the City for consideration. The CITY shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time and at no cost to the CITY.

17. Waste Reduction and Recycling Requirements for Construction and Demolition Projects

Section 43.8.1 Definitions.

For the purposes of this Article, the following definitions apply:

a) "Administrative penalty" means any penalty or fine assessed to an applicant.

b) "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever that applies to the City for the applicable permits or approvals to undertake construction, demolition, or renovation projects within the City.

c) "Certified facility program" means a program wherein a recycling/reuse facility has been pre-approved by the City to provide a minimum of 50% diversion for all processed loads.

d) "Construction" means the building or improvement of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.

e) "Construction and Demolition Debris" ("C&D Debris") means used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any pavement, residential or commercial building or other structure.

f) "Conversion factor" means the value set forth in the standardized volume-to-weight conversion table approved by the City for use in estimating the volume or weight of materials identified in a Waste Management Plan.

g) "Covered project" means:

1) All demolition projects; and

2) All construction and renovation projects in which the total costs are, or are projected to be, greater than or equal to one hundred thousand dollars ($100,000).

h) "Deconstruction" means the process of carefully dismantling a building or structure in order to salvage components for reuse or recycling.

i) "Demolitions" means the razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

j) "Divert" means to use material for any purpose other than disposal in a landfill or transformation facility.

k) "Diversion requirement" means redirection from the waste stream of at least 50 percent of the total C&D Debris generated by a project via reuse or recycling.

l) "Non-covered project" means a construction or renovation project in which the total costs are not projected to be greater than or equal to one hundred thousand dollars ($100,000).

m) “Project” means any activity that requires an application for a building permit, demolition permit, or any similar permit from the City.
n) “Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.
o) “Renovation” means any change, addition or modification in an existing structure.
p) “Reuse” means further or repeated use of materials in their original form.
q) “Salvage” means the controlled removal of C&D Debris from a permitted building or demolition site for the purpose of recycling, reuse or storage for later recycling or reuse.
r) “Total costs” means the total construction value of the project using standard commercial and residential valuation formulas.
s) “Waste Management Plan” (“WMP”) means a completed WMP form, approved by the City for the purpose of compliance with this Article, submitted by an applicant for any covered project.
t) “WMP Compliance Official” (“Official”) means the designated City employee(s) authorized and responsible for implementing this Article.

Section 43.8.2. Threshold for Covered Projects.

a) Covered Projects. For the purposes of determining whether a project meets the threshold, all phases of a project and all related projects taking place on single or adjoining parcels, as determined by the Official, will be deemed a single project.
b) Non-covered Projects. Non-covered projects are not required to meet the waste diversion requirements of this Article. However, an applicant for a non-covered project will be encouraged to divert as much project-related C&D Debris as possible.

Section 43.8.3. Submittal of A Waste Management Plan.

a) An applicant for a covered project must submit a WMP on a form approved by the City as part of the application requirements for a demolition, construction or remodeling permit. The completed WMP must include the following:
1) Estimated weight of project C&D Debris, by material type, that will be generated; and
2) Maximum weight of each material type that can be feasibly diverted through deconstruction, reuse or recycling; and
3) Facility or vendor that will be used to collect or receive that material; and
4) Estimated weight of C&D Debris that will be landfilled; and
5) Total square footage of the project.

Section 43.8.4. Review Of A Waste Management Plan.

a) Approval. Notwithstanding any other provision of this Code, no permits will be issued for any covered project, unless and until the Official has approved the WMP. If the Official determines that the required conditions have been met, the WMP will be marked “Approved” and a copy of the WMP returned to the applicant. A WMP will be approved only if the Official determines that the following conditions have been met:
1) The WMP provides all of the information set forth in Section 43.8.3; and
2) The WMP indicates that at least 50 percent of all C&D Debris generated by the project will be diverted through recycling, deconstruction or reuse.
b) Exception for Public Health or Safety. WMP approval will not be required when the City determines that an emergency demolition is required to protect public health or safety.
c) Non-approval. If the Official determines that the WMP does not meet the required conditions, the Official will either:

1) Return to the applicant the WMP marked "Denied", including a statement of reasons for non-approval; or
2) Return to the applicant the WMP marked "Further Explanation Required."

Section 43.8.5 Compliance With A Waste Management Plan.

a) Documentation. Prior to the issuance of a certificate of occupancy for any covered project, the applicant must submit documentation that it has met the diversion requirement for the project to the Official. This documentation must include the following:
1) A copy of the previously approved WMP for the project with the addition of the actual material volume or weight generated by the project; and
2) Receipts from both disposal and diversion facilities and/or vendors that received each material showing whether the material was landfilled or deconstructed, reused and/or recycled; and
3) Any additional information that the applicant believes is relevant to determining its efforts to comply with this Article; and
4) If the City creates a certified facility program, documentation that a certified facility was used for disposal/recycling for a project will achieve compliance with the requirements of this Article.
b) Weighing of C&D Debris. An applicant must make reasonable efforts to ensure that all C&D Debris diverted or landfilled is measured and recorded using the most accurate method of measurement available. To the extent practical, all C&D Debris must be weighed by measurement on scales. Scales must be in compliance with all regulatory requirements for accuracy and maintenance as set forth by the State of California Bureau of Weights and Measures. For C&D Debris for which weighing is not practical due to its small size or to other considerations as determined by the Official, a volumetric measurement will be used. For conversion of volumetric measurements to weight, the applicant must use the standardized conversion rates approved by the City for this purpose.
c) Determination of compliance. The Official will review the information submitted by the applicant and determine whether the applicant has complied with the diversion requirement as follows:
1) Full compliance: If the Official determines that the applicant has fully complied with the diversion requirement applicable to the project, such compliance will be indicated on the WMP.
2) Noncompliance: Administrative Penalty: If the Official determines that the applicant has not complied with this Article, or the applicant fails to submit the documentation required, then the applicant will be assessed an administrative penalty. The amount of the penalty assessed will be ten thousand dollars ($10,000) for demolition projects and five thousand dollars ($5,000) for construction and remodeling projects. A project that includes demolition in addition to construction or remodeling will be subject to the demolition penalty amount.

Section 43.8.6. Infeasibility Exemption.

a) Application. If an application for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time that the WMP is submitted. An applicant applying for an exemption must indicate on the WMP the minimum rate of diversion that is feasible for each material and the specific circumstances that make it infeasible to comply with the diversion requirement.

b) Meeting with the Official. The Official will review the information supplied by the applicant and may meet with the applicant to discuss possible ways of meeting the diversion requirement.
c) Granting of exemption. The Official will issue an infeasibility exemption if the following findings are made:
1) Circumstances exist which are unique to the project such that compliance with the provisions of this Article would create an unusual burden on the project which is different than that of similarly situated projects; or
2) For a specific project, compliance with the requirements of the ordinance codified in this Article would result in minimal or no increase in recycled materials or reduction in the waste stream; or
3) That diversion of one or more substances involved in the project presents unique and burdensome obstacles and would create an especially onerous economic burden on the project unless diversion of that substance is reduced or eliminated; or
4) A project is a re-roofing Project.
If the Official is able to make one or more of the above findings for a project, the Official may excuse the project from compliance with this Article, or determine the maximum feasible reduced diversion rate for each material and indicate this rate on the WMP submitted by the applicant.
d) Denial of exemption. If the Official determines that it is possible for the applicant to meet the diversion requirement, the Official will so inform the applicant in writing. The applicant will have thirty (30) days to resubmit a WMP. If the applicant fails to resubmit the WMP, or if the resubmitted WMP does not comply with Section 43.8.3, the Official will deny the WMP in accordance with Section 43.8.4.

Section 43.8.7. Appeal.

a) The determination of the Official may be appealed to the Public Works Director or his/her designee upon written request of any applicant. An applicant must file the appeal within fifteen (15) days after the rendering of the original decision. The date of the rendering of the original decision will be determined in accordance with Section 11.6.1 of this Code. The decision of the Public Works Director or his/her designee will be final.
b) The notice of appeal of the decision of the Official must contain the following information in addition to the information given by the applicant thereon or reasonably required by the City Clerk therefor:
1) The name, address, and telephone number of the applicant; and
2) The type of action requested; and
3) The date on which said decision was made and the name of the Official taking such action; and
4) The grounds on which the appeal is taken.
c) The fee for filing an appeal will be charged as provided by resolution of the City Council.

CITY OF TORRANCE

Construction & Demolition Waste Management Plan (WMP)

THE REQUIRED GOAL IS TO REUSE OR RECYCLE AT LEAST 50% OF PROJECT WASTE

1) As part of your application, you must complete the front and back of this page and the "estimate" or left side of the table on the backside of this page to the best of your ability, indicating that you will recycle at least 50% of the waste from the project.

2) As your project proceeds, collect and keep receipts of all waste disposed, recycled, reused or donated.

3) To final your project, you must then fill out the "actual" or right side of the table on the backside of this sheet, and submit it again with all the receipts to verify that at least 50% of the project's waste was diverted from the landfills.

If you have any questions about the City's C & D Recycling Ordinance or how to fill out this form, please call (310) 781-6900.

Use tons to quantify total estimated waste and percentages of materials. A conversion table is available. Ask your hauler, recycler or site cleanup vendor to assist you with this WMP.

Please note, if you are contracting with a different company to haul your waste or using a roll off box from another company, that company must have a business license to operate in the City of Torrance.

A COPY OF THIS WMP AND RECEIPTS (TICKETS) FOR ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE THE PROJECT WILL RECEIVE FINAL BUILDING APPROVAL. (FOR DEMO PERMITS, THE RECEIPTS FOR THE DEMOLITION WASTE SHOULD BE PROVIDED BEFORE THE FIRST FOOTING INSPECTION AFTER THE BUILDING PERMIT HAS BEEN ISSUED.)

Project Name: _____

Location: _____

Requesting Infeasibility Exemption: ☐ Yes ☐ No

Contractor Name: _____ Contact Name: _____

Address: _____ Contact Phone: _____

Recycler: _____ Recycler Contact: _____

Recycler Address: _____ Recycler Contact Phone: _____

CITY USE ONLY

	Application (Date)	Final (Date)
Approved		
Further explanation needed (see attached)		
Denied		
Infeasibility Exemption Approved		
Reviewed By		

Submit this form and the attached Waste Management Plan Table to: WMP Compliance Official

City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

CITY OF TORRANCE
Construction & Demolition Waste Management Plan Table

Project Name: _____

Total Estimated Waste Generated by Project: _____ (in tons). (Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates)					
Complete and return with Building Permit Application			Complete and return with receipts prior to final building approval		
Material Type	Estimated Reused/ Recycled	Estimated Disposed/ Landfilled	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
Asphalt & Concrete					
Bricks/Masonry/Tiles					
Building Materials (doors, windows, fixtures, etc.)					
Cardboard					
Concrete Pavement and Grindings					
Drywall (new, unpainted)					
Asphalt Pavement Grindings					
Landscape Debris (Plant & Tree Trimmings)					
Scrap Metal					
Unpainted Wood & Pallets					
Other (painted wood & drywall, roofing, etc.)					
Mixed C&D*					
Trash/Garbage					
TOTAL					

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 50%, please explain why (attach additional sheets if necessary):

_____

If the actual amount reused/recycled is less than 50%, please explain why:

_____

Prepared by (please print): _____ Date: _____

Signature: _____ Phone Number:_____

SECTION E. PAYMENTS TO CONTRACTOR AND CLAIMS

* *Mixed C&D* is defined as a mixture of three or more materials (e.g. wood, drywall, roofing, etc.) from construction or demolition sites that will be taken to a facility capable of recycling those commingled materials.

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 an allowance for profit and overhead. The breakdown shall include separate line for each subcontractor's bid and/or contract amount. 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. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Manager.

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.

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. The Contractor shall provide the City with Unconditional Lien Release on Final Payment with a zero balance is required from all material suppliers and subcontractors with the request for final payment.

PART D

BID DOCUMENTS

BIDDER'S PROPOSAL

BID FOR INSTALLATION OF GENERATOR AT TORRANCE AIRPORT
B2013-55

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 Breen Engineering and 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:	
Division 02	Site Work:	
Division 03	Concrete:	
Division 04	Masonry:	
Division 05	Metals:	
Division 06	Wood and Plastics:	
Division 07	Thermal and Moisture Protection:	
Division 08	Doors and Windows:	
Division 09	Finishes:	
Division 10	Specialties:	
Division 11	Equipment:	
Division 12	Furnishings:	
Division 13	Special Construction:	

Item	Description	Total Amount In figures*
Division 14	Conveying Systems:	
Division 15	Mechanical:	
Division 16	Electrical:	
	B2013- 55 -BID TOTAL- in figures*	

BID TOTAL: _____
(Words)*

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

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:_____ Fax: _____

License No. & Classification _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2013-55

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
B2013-55

_____, 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 INSTALLATION OF A GENERATOR AT TORRANCE AIRPORT, B2013-55

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> B2013-55 (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

B2013-55

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. B2013-55, said work being: Installation of a Generator at Torrance Airport, 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: _____

2. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

3. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

4. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES

(Bidder must have a minimum five (5) years experience in projects of a similar size and scope). 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 INSTALLATION OF A GENERATOR AT TORRANCE AIRPORT B2013-55, 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 B2013- (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
B2013-55

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 INSTALLATION OF A GENERATOR AT TORRANCE AIRPORT, B2013- , 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 B2013-55 (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.: _____

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Effective Date, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Company Name, type of Entity.

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and specifications prepared for the City of Torrance by Breen Engineering;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Installation of a Generator at Torrance Airport, Notice Inviting Bids No. **B2013- 55** (the "NIB"); and

C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

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

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

Jim Fuentes, HVAC/Electrical Supervisor 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:

Company Representative

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

(a) Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

(b) Primary Property Damage of at least $250,000 per occurrence; or

(c) Combined single limits of $1,000,000 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 $2,000,000 per occurrence.

(3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

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

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

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

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

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

18. SUFFICIENCY OF INSURERS

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

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

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

(1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

(2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

(3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

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

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Company Name
Type of Entity

By: _____
Name
Title

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]