

PROPOSAL, SPECIFICATIONS, BOND
AND AFFIDAVIT
FOR THE CONSTRUCTION OF

**WALNUT STORM WATER CAPTURE AND
GROUNDWATER REPLENISHMENT BASIN, I-173**

B2019-37



**Craig Bilezerian
City Engineer**

May 2019

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PERMIT NO. FCDP2018000255**

SECTION A

NOTICE INVITING BIDS

CITY OF TORRANCE, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 3:00 p.m. on Wednesday, August 21, 2019**, after which time they will be publicly opened and read at 3:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF
WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173**

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Plans and Specifications are available on the City's project website at <https://www.torranceca.gov/our-city/public-works/civil-and-traffic-engineering/capital-improvement-projects/walnut-stormwater-capture-and-groundwater-replenishment-basin-project-3144>

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

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

Full-size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the same Office of the City Clerk, upon payment of \$50 if obtained at City Hall, or payment of \$60 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$50 includes a copy of the official Bidder's Submittal packet. If requesting any item(s) by mail, please send check to the following:

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90503
ATTN: B2019-37**

The Engineer's estimate of the contract total is between \$735,000 and \$745,000. All work shall be completed within **65** working days from the date of the Notice to Proceed (NTP).

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

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

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

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. These wage rates are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/DLSR/PWD>

Pursuant to Section 1725.5 of the California Labor Code, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations at the time the contract is awarded. Contractors and subcontractors may find additional information for registering at the Department of Industrial Relations website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations. Furthermore, all bidders and contractors are hereby notified that no contractor or subcontractor may be awarded, on or after April 1, 2015, a contract for public work on a public works project unless registered with the Department of Industrial Relations.

Pursuant to Labor Code section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Also refer to Special Provisions Section 7-2.6 of this document. (SB854)

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

For further information, please contact John Dettle, Engineering Manager in the Public Works Department at (310) 618-3059 or via the main office at (310) 781-6900.

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

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

2. Contractor's License

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

3. Contractor Registration Requirements

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

4. Bidder's Submittal and Contract Award Prohibited

Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015. Similarly, a public entity cannot award a public work contract to a non-registered contractor, effective April 1, 2015. Also refer to Section 7-2.6 of the Special Provisions.

B. BIDDER RESPONSIBILITY

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

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

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

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

C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required Bidder's Submittal Documents:

- 1) Bidder's Submittal
- 2) Addenda Acknowledgment Of Addenda Received
- 3) Contractor's Affidavit
- 4) List of Subcontractors
- 5) References (2 pages)
- 6) Violations of Federal or State Law
- 7) Bid Bond (10%)
- 8) Equal Employment Opportunity Certification
- 9) Non-Collusion Affidavit
- 10) Debarment and Suspension Certification
- 11) Disclosure of Lobbying Activities

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

4. Disadvantaged Business Enterprise (DBE) Requirements

This project has no DBE requirements.

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

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

G. AWARD OF CONTRACT

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

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

City of Torrance Bid/RFP Protest Procedures: The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance website at: <https://www.torranceca.gov/government/finance/purchasing-division/current-bids/bid-rfp-protest-procedures>. Click on "[Bid and RFP Protest Procedures](#)".

H. EXECUTION OF CONTRACT

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

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

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

I. APPRENTICESHIP EMPLOYMENT STANDARDS

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

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

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

K. INSURANCE

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

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit their question(s) in writing to the Torrance Public Works Department. Any and all questions must be emailed to John Dettle, Engineering Manager at JDettle@TorranceCA.gov. Please list "**(WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173) RFI**" in the subject line of the email.

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

SECTION C
BID DOCUMENTS

BIDDER'S SUBMITTAL

Company: _____ Total Base Bid: _____

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF
WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173
B2019-37**

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

Members of the Council:

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

BID SCHEDULE

BASE BID:

Item #	Est. Qty	Unit	Bid Item Description	Sect. E Special Prov.	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF TOTAL BID SCHEDULE COST)	9-3.4	\$	\$
2	1	LS	SURVEYING	2-9	\$	\$
3	1	LS	NPDES COMPLIANCE	7-8.6	\$	\$
4	1	LS	TRAFFIC CONTROL	7-10.2 7-10.6	\$	\$
5	1	LS	STAFF GAUGE	217	\$	\$
6	1	LS	PHENOLOGY CAMERA	218	\$	\$
7	1	LS	CLEARING AND GRUBBING	300-1	\$	\$
8	350	CY	UNCLASSIFIED EXCAVATION	300-2	\$	\$
9	8	LF	REMOVE 48" RCP	300-1.3	\$	\$

Item #	Est. Qty	Unit	Bid Item Description	Sect. E Special Prov.	Unit Price	Total Bid
10	275	SF	REMOVAL AND DISPOSAL OF DRIVEWAY AND SIDEWALK	300-1.3	\$	\$
11	30	LF	REMOVAL AND DISPOSAL OF CURB AND GUTTER	300-1.3	\$	\$
12	83	TON	RIPRAP (FACING CLASS)	300-11	\$	\$
13	20	TON	AC PAVEMENT	302-5	\$	\$
14	1	EA	CATCH BASIN PER STD PLAN 300, W=7'	303-1	\$	\$
15	1	EA	PIPE CONNECTION PER STD PLAN 335, CASE 1	303-1	\$	\$
16	1	EA	DIVERSION STRUCTURE	303-1	\$	\$
17	1	EA	PERMANENT BULKHEAD, 48" RCP	303-1	\$	\$
18	1	EA	TEMPORARY BULKHEAD, 24" RCP	303-1	\$	\$
19	1	EA	HEADWALL & WINGWALLS PER CALTRANS STD PLAN D86B	303-1	\$	\$
20	30	LF	PCC CURB & GUTTER, TYPE A2-6	303-5	\$	\$
21	230	SF	PCC SIDEWALK, 4" THICK	303-5	\$	\$
22	35	SF	PCC DRIVEWAYS, 6" THICK	303-5	\$	\$
23	1	EA	LOCAL DEPRESSION PER STD PLAN 313-3, CASE B	303-5	\$	\$
24	1	EA	SLOPED PROTECTION BARRIER PER STD PLAN 360-2	304-1	\$	\$
25	8	LF	18" RCP, 1500 D	306-1	\$	\$
26	25	LF	24" RCP, 2200 D	306-1	\$	\$
27	25	LF	48" RCP, 2400 D	306-1	\$	\$
28	135	LF	JACK 48" RCP, 2400 D	306-2	\$	\$
29	80	CY	JACKING PIT	306-2	\$	\$
30	120	CY	RECEIVING PIT	306-2	\$	\$

Item #	Est. Qty	Unit	Bid Item Description	Sect. E Special Prov.	Unit Price	Total Bid
31	110	LF	ABANDON EXISTING STORM DRAIN AND FILL WITH SLURRY	306-5	\$	\$
32	1	LS	HYDRODYNAMIC SEPARATOR	318	\$	\$

TOTAL BASE BID PRICE \$ _____
 (Figures)*

TOTAL BASE BID PRICE: _____
 (Words)*

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

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ADDITIVE BID ITEM (BASIN IMPROVEMENTS):

Item #	Est. Qty	Unit	Bid Item Description	SPEC. SECTION	Unit Price	Total Bid
101	305	LF	REMOVE EXISTING CHAIN LINK FENCE	300-1.3	\$	\$
102	55	LF	REMOVE EXISTING CMP	300-1.3	\$	\$
103	7,000	SF	JUTE EROSION CONTROL MATTING AND SEEDS	300-9	\$	\$
104	41	CY	CRUSHED AGGREGATE BASE ACCESS ROAD	301-2	\$	\$
105	100	SF	REINFORCED CONCRETE BLOCK WALL REPAIRS	303-4	\$	\$
106	660	SF	PCC WALK, 4" THICK	303-5	\$	\$
107	290	LF	CHAIN LINK FENCE, 6' HIGH, WITH BARBED WIRE	304-3	\$	\$
108	2	EA	CHAIN LINK WALK GATE, 6' HIGH, WITH BARBED WIRE, W=4'	304-3	\$	\$
109	1	EA	CHAIN LINK SINGLE LEAF DRIVE GATE, 6' HIGH, WITH BARBED WIRE, W=16'	304-3	\$	\$
110	50	LF	BARBED WIRE AND ANGLE BRACKETS	304-5	\$	\$
111	65	LF	SPLIT RAIL FENCE	305-3	\$	\$
112	53	LF	18" ANNULAR HDPE STORM DRAIN PIPE	306-1, 207-18	\$	\$
113	152	LF	8" PVC CASING PIPE WITH CLEANOUTS	308-5.7	\$	\$
114	152	LF	ABANDON EXISTING STORM DRAIN AND FILL WITH SLURRY	306-5	\$	\$

ADDITIVE (BASIN IMPROVEMENTS):

TOTAL ADDITIVE BID PRICE \$ _____
(Figures)*

TOTAL ADDITIVE BID PRICE: _____
(Words)*

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

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BIDDER'S SUBMITTAL (Continued) B2019-37

The contract will be awarded to the lowest responsive bidder based on the **Total Base Bid Price**. However, the Bidder shall complete the Bid Proposals for the Additive Bid.

The undersigned has read the contract and taking no exception, furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

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

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

Contractor: _____

Date: _____ By: _____

Contractor's State License No. _____ Class _____

Address: _____

Phone: _____

Fax: _____

Email: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2019-37

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 _____

Addenda will be issued only by posting to the project's website listed in the Notice Inviting Bids. It is the Bidder's sole responsibility to visit the project's website to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

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

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
 }
COUNTY OF _____}

B2019-37

_____, being first duly sworn, deposes and says:

1. That he is the

Title

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

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of **WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173, B2019-37.**

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

CONTRACTOR'S AFFIDAVIT (CONTINUED)

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

Dated this _____ day of _____, 20__.

Subscribed and Sworn to
before me this _____ day
of _____, 20__.

(Contractor)

(Title)

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

LIST OF SUBCONTRACTORS: B2019-37

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

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description and dollar value of Subcontract: _____

Work to be performed is part or all of Bid Item(s): _____

List all bid items

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description and dollar value of Subcontract: _____

Work to be performed is part or all of Bid Item(s): _____

List all bid items

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description and dollar value of Subcontract: _____

Work to be performed is part or all of Bid Item(s): _____

List all bid items

License Number: _____ CA License Classification/Type: _____

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work. The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest, or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening – provided that the corrected license number corresponds to the submitted name and location of the subcontractor.

REFERENCES (Page 1 of 2)
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List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

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

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

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

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

REFERENCES (PAGE 2 OF 2)
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If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration: _____

b. Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

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

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

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS
B2019-37**

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

Yes/No: _____ Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

Yes/No: _____ Code/Laws: _____ Section/Article: _____

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

**BID BOND (10%)
B2019-37**

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. **B2019-37**, said work being: the **(WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173)**, and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20____.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____

THE BIDDER'S SIGNATURE ON THE BIDDER'S PROPOSAL
SUBMITTED WITH ITS BID SHALL CONSTITUTE
AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____, hereby certifies that he has
_____, has not _____, participated in a previous contract or subcontract subject to the
equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that,
where required, he has filed with the Joint Reporting Committee, the Director of the Office of
Federal Contract Compliance, a Federal Government contracting or administering agency, or the
former President's Committee on Equal Employment Opportunity, all reports due under the
applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the
Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed
subcontractors only in connection with contracts and subcontracts, which are subject to the
equal opportunity clause. Contracts and subcontracts which are exempt from the equal
opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts
of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or
their implementing regulations.

Proposed prime CONTRACTORS and subcontractors who have participated in a previous
contract or subcontract subject to the Executive Orders and have not filed the required
reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and
subcontracts unless such CONTRACTOR submits a report covering the delinquent period or
such other period specified by the Federal Highway Administration or by the Director, Office
of Federal Contract Compliance, U.S. Department of Labor.

Note: Providing false information may result in criminal prosecution or administrative sanctions

Exhibit 12-E, Attachment C

THE BIDDER'S SIGNATURE ON THE BIDDER'S PROPOSAL
SUBMITTED WITH ITS BID SHALL CONSTITUTE
AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION

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

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Note: Providing false information may result in criminal prosecution or administrative sanctions

Exhibit 12-E, Attachment D

SECTION D

**DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY
AFTER AWARD OF CONTRACT (PUBLIC WORKS AGREEMENT)
BY THE CITY COUNCIL**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that: **WHEREAS**, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20____, with the said City of Torrance for the Construction of **WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173, B2019-37**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

PERFORMANCE BOND (CONTINUED)

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

EXECUTED, SEALED AND DATED this _____ day of _____, 201____.

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Torrance for the Construction of **WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173, Bid No. B2019-37**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

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

EXECUTED, SEALED AND DATED this _____ day of _____, 20 _____

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

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

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF
WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173
B2019-37**

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

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

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

Duly Authorized Agent

Attached to and forming part of
Policy No. _____
of the _____

Date: _____
Expiration Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

CONTRACTOR

By: _____

Title: _____