CITY OF TORRANCE BID NO. B2023-22

Bid for Emergency Operations Center at Torrance Municipal Airport

BID SUBMITTAL INFORMATION

CITY OF TORRANCE

LOCATION: Office of the City Clerk 3031 Torrance Blvd.

Torrance, CA 90503

BID TIME DEADLINE: 3:00 PM Local (Pacific) Time

BID DUE DATE: Wednesday, August 2, 2023

The <u>ORIGINAL</u> BID, plus one copy must be submitted in a sealed envelope and marked with the bid number and title.

BIDS MAY BE MAILED OR HAND DELIVERED. NO FAXED BIDS WILL BE ACCEPTED. LATE BIDS WILL NOT BE ACCEPTED. Bids will be opened and read aloud <u>via conference call</u> at 3:10 P.M. on the same date. Please contact the City Clerk's office at (310) 618-2870 for the conference number. No bidders will physically be allowed at the bid opening.

All responses must include the following components:

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

A <u>mandatory</u> pre-bid conference will be conducted on Wednesday, June 14, 2023 at 10:00 a.m. commencing at Torrance Municipal Airport, 3301 Airport Dr., 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. The pre-bid conference will start promptly at the time and location listed above. You must arrive on time and stay for the entire conference.

Questions Regarding this BID Must be Submitted in the Form of an E-Mail

- Your E-mail must include the BID number and BID title in the subject heading
- The deadline to submit questions is 12:00 Noon Pacific Time on Wednesday, June 28, 2023.
- Your questions should be directed to:

Nina Schroeder Sr. Business Manager NSchroeder@TorranceCA.gov

BID FOR EMERGENCY OPERATIONS CENTER AT TORRANCE MUNICIPAL AIRPORT B2023-22

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 Specifications and Contract Documents, prepared by AWu Government Services and the 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	Existing Conditions	\$
Division 03	Concrete	\$
Division 05	Metals	\$
Division 06	Wood, Plastics, and Composites	\$
Division 07	Thermal and Moisture Protection	\$
Division 08	Openings	\$
Division 09	Finishes	\$
Division 10	Specialties	\$
Division 12	Furnishings	\$
Division 21	Fire Suppression	\$
Division 22	Plumbing	\$
Division 23	Heating, Ventilating, and Air Conditioning	\$
Division 26	Electrical	\$
Division 28	Electronic Safety and Security	\$
Division 31	Earthwork	\$
Division 32	Exterior Improvements	\$
Division 33	Utilities	\$
	Automatic Fire Alarm & Sprinkler System – Design/Build	\$
	Porta Units	\$
B2023-22 – BID T	TOTAL – in figures*	\$

Bidders Proposal - B2023-XX

BASE BID TOTAL:	
	(In Words)*

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

BIDDER'S PROPOSAL B2023-22 – (CONTINUED)

The City of Torrance awards to the lowest responsible bidder per the Torrance Municipal Code. Based on the funding available, the City reserves the right to select any combination to determine the lowest responsible bidder for award.

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

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Specifications, Plans 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:
Email:	
Public Works Registration (PWCR) Number: _	
License No. & Classifications	

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2023-22

Bidder's Signature	Date
If an addendum or addenda har received by the Bidder, the Bid	ave been issued by the City and not noted above as being d Proposal may be rejected.
	Addendum No. 8
	Addendum No. 7
	Addendum No. 6
	Addendum No. 5
	Addendum No. 4
	Addendum No. 3
	Addendum No. 2
	Addendum No. 1
The Bidder shall acknowledge received.	the receipt of addenda by placing an "X" by each addendun

STATE OF CALIFORNIA }		B2023-22		
COL	JNTY OF }		D2023-22	
				, being first duly sworn
	deposes and says:			
1.	That he is the			
		Title		
	of			
	(Name of Part	nership, C	Corporation, or Sole	Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the BID FOR EMERGENCY OPERATIONS CENTER AT TORRANCE MUNICIPAL AIRPORT B2023-XX.

- 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:

CONTRACTOR'S AFFIDAVIT B2023-22 - (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	(Contractor) before me this
of, 20	(Title)
(Seal)	Notary Public in and for said County and State.

BID BOND

B2023-22

KNOW ALL MEN BY THESE PRESENTS: Th	nat we,	
as principal, and as sureties, are held and firmly bound unto the sum of dollars (hereby bind ourselves, our successors, heirs, firmly by these presents.	\$), for the payment \	whereof we
The condition of this obligation is such that, when with and submit to the City of Torrance a bid or required in the City of Torrance, Project NOPERATIONS CENTER AT TORRANCE MUNTHEREOF TOREOF	r proposal for the performance of certa o. B2023-XX, said work being: EM NICIPAL AIRPORT in compliance with stained in a notice or advertisement principal shall be accepted and if sa City and if the said principal shall e aid bid or proposal, or if the bid or prop	ain work as ERGENCY the Plans for bids or id work be nter into a bosal of the
WITNESS our hands this day of	, 20	
-	Principal	
-	Surety/Attorney-in-Fact	
-	Signature	
Name:		
Local Address:		
Phone No.:		
Fax No.:		

<u>LIST OF SUBCONTRACTORS</u> <u>B2023-22</u>

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.

Name Under Which Subcontractor is Licensed:
Subcontractor's Address:
Specific Description of Sub-Contract:
Specific Description of Sub-Contract.
License Number: CA License Classification/Type:
Public Works Registration (PWCR) Number:
Name Under Which Subcontractor is Licensed:
Subcontractor's Address:
Specific Description of Sub-Contract:
License Number: CA License Classification/Type:
Public Works Registration (PWCR) Number:
Name Under Which Subcontractor is Licensed:
Subcontractor's Address:
Specific Description of Sub-Contract:
License Number: CA License Classification/Type:
Public Works Registration (PWCR) Number:
4. Name Under Which Subcontractor is Licensed:
Subcontractor's Address:
Specific Description of Sub-Contract:
License Number: CA License Classification/Type:
Public Works Registration (PWCR) Number:

LIST OF SUBCONTRACTORS B2023-22 – (CONTINUED)

5. Name Under Which Subcontractor	is Licensed:
Subcontractor's Address:	
Specific Description of Sub-Contract: _	
License Number:	CA License Classification/Type:
Public Works Registration (PWCR) Nu	mber:
6. Name Under Which Subcontractor	is Licensed:
Subcontractor's Address:	
Specific Description of Sub-Contract: _	
License Number:	CA License Classification/Type:
Public Works Registration (PWCR) Nu	mber:
7. Name Under Which Subcontractor	is Licensed:
Subcontractor's Address:	
Specific Description of Sub-Contract: _	
License Number:	CA License Classification/Type:
Public Works Registration (PWCR) Nu	mber:
Subcontractors must be properly licen-	sed under the laws of the State of California for the type

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

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

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

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

REFERENCES

Bidder must have completed at least three (3) projects of a similar size and scope for each project within the last five (5) years. The references must reflect this requirement. **Do not** list a reference more than once or include the City of Torrance as a reference. All bidders must contact their references prior to submitting bids to verify all phone numbers, email addresses, contact person(s), etc. are current and that the contact is aware the City of Torrance will be conducting reference checks.

	Name of Firm/Agency:	
	Street Address:	
	City:	
	State, Zip Code:	
	Name of Person to Contact:	
1	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
	Name of Firm/Agency:	
	Street Address:	
	City: State, Zip Code:	
	Name of Person to Contact:	
2	Phone Number of Contact:	
2	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
	Name of Firm/Agency:	
	Street Address:	
	City: State, Zip Code:	
3	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	

Contractor's License No.:	Class:	
	tration (PWCR) Number:	
Date first obtained:		
Has License ever been suspende	ed or revoked?	
If yes, describe when and why _		
Any current claims against Licen	se or Bond?	
If yes, describe claims:		
Type of entity (check one)		
Incorporated Pa	artnership Sole Proprietorship	
If incorporated, in what state		-
Federal Tax ID Number #		
Principals in Company (List all -	attach additional sheets if necessary):	
<u>NAME</u>	<u>TITLE</u>	LICENSE NO. (If Applicable)
	·	

Bidder's Information

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

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15	 	 	

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) anda corporation, incorp	porated,
organized, and existing under the laws	s of the State of, and authorized to	execute
	neral surety business in the State of California, as Sur	
jointly and severally held and firmly bour	nd unto the City of Torrance, a municipal corporation, lo	cated in
the County of Los Angeles, S	tate of California, in the full and just su	ım of:
	(\$), lawful money of the United S	
	um, well and truly to be made, we bind ourselves a ators, representative, successors and assigns, join	
	TION IS SUCH, that: WHEREAS, said Principal(s) h	
•	nto, a certain written contract or agreement, dated as	
	with the said City of Torrance for EMERGENCY OPERA	
	AIRPORT B2023-22, all as is more specifically set forth	
, , ,	orrect copy of which is hereunto attached, and hereby	referred
to and by this reference incorporated her	rein 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 B2023-22 - (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	::	
	::	
Phone No.	:	
Fax No.	:	

LABOR AND MATERIAL BOND

B2023-22

KNOW ALL MEN BY THESE PRESENTS:

	/e,
	Principal(s) and a
author	ation, incorporated, organized, and existing under the laws of the State of, and ized to execute bonds and undertakings and to do a general surety business in the State of this, 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;
Dollars and tru heirs,	hose claim has not been paid by said Principal(s), in full and just sum of

LABOR AND MATERIAL BOND B2023-22 - (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 EMERGENCY OPERATIONS CENTER AT TORRANCE MUNICIPAL AIRPORT; B2023-XX, 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 B2023-22 - (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.

day of	, 20
PRINCIPAL:	
BY	
SURETY:	
BY	
	PRINCIPAL: BY