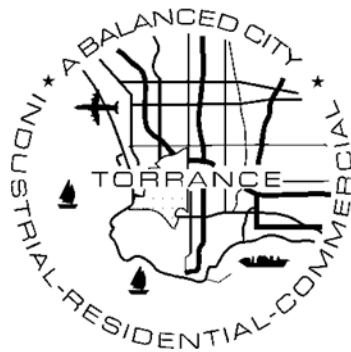


**CITY OF TORRANCE**  
**GENERAL SERVICES DEPARTMENT**



**NOTICE INVITING BIDS**  
**BID FOR TORRANCE TRANSIT FACILITY FIRST AND SECOND FLOOR RENOVATION**  
**B2026-11**

<b>Contents</b>	
<b>City of Torrance</b>	<b>4</b>
<b>Section 1 – Notice of Bid</b>	<b>4</b>
<b>1.1 Summary of Project</b>	<b>4</b>
<b>1.2 Definitions</b>	<b>4</b>
<b>1.3 Procurement Process</b>	<b>4</b>
<b>1.4 Obtaining Documents and Addenda</b>	<b>4</b>
<b>1.5 Clarifications/Questions</b>	<b>5</b>
<b>1.6 Non-Responsive Bids</b>	<b>5</b>
<b>1.7 Schedule</b>	<b>5</b>
<b>Section 2 – General Requirements &amp; Compliance</b>	<b>5</b>
<b>2.1 Ethical Behavior &amp; Non-Collusion</b>	<b>5</b>
<b>2.2 Bidder’s Minimum Requirement</b>	<b>5</b>
<b>2.3 Contractor Licensing Requirements</b>	<b>6</b>
<b>2.4 Insurance Requirements</b>	<b>6</b>
<b>2.5 Labor Compliance &amp; Contractor Registration</b>	<b>6</b>
<b>2.6 Apprenticeship Employment Standards</b>	<b>6</b>
<b>2.7 Regulatory Compliance &amp; Legal Requirements</b>	<b>6</b>
<b>Section 3 – Bid Submissions and Evaluation</b>	<b>7</b>
<b>3.1 Notice Inviting for Bids (IFB) Process</b>	<b>7</b>
<b>3.2 Pre-Bid Conference</b>	<b>7</b>
<b>3.3 Bid Submission Requirements</b>	<b>7</b>
<b>3.4 Bid Bond &amp; Affidavit</b>	<b>7</b>
<b>3.5 Bid Evaluation, Selection, or Rejection Process</b>	<b>7</b>
<b>3.6 Public Record &amp; Bid Validity Period</b>	<b>7</b>
<b>3.7 Bidder Acknowledgment &amp; Cost Responsibility</b>	<b>8</b>
<b>3.8 Award of Contract</b>	<b>8</b>
<b>Section 4 – Contract Execution &amp; Payment</b>	<b>8</b>
<b>4.1 Contract Award &amp; Execution</b>	<b>8</b>
<b>4.2 Notice to Proceed &amp; Work Timeline</b>	<b>8</b>
<b>4.3 Payment &amp; Invoicing Procedures</b>	<b>9</b>
<b>4.4 Retention &amp; Final Payment</b>	<b>9</b>
<b>Section 5 – Contract Performance and Quality Control</b>	<b>9</b>
<b>5.1 Plans and Specifications</b>	<b>9</b>

5.2	<b>Construction Schedule and Preconstruction Conference</b> .....	10
5.3	<b>Performance Schedule</b> .....	10
5.4	<b>Changes and Amendments</b> .....	10
5.5	<b>Work Deficiencies and Liquidated Damages</b> .....	10
5.6	<b>On-Site Supervision &amp; General Requirements</b> .....	10
5.7	<b>Preliminary Notices</b> .....	11
5.8	<b>Safety, Materials Handling, and Site Protection</b> .....	11
	<b>Section 6 – Scope of Work and Specifications</b> .....	11
	<b>Section 7 – Bidder’s Submission</b> .....	13
	<b>Submission Requirements</b> .....	13
	<b>Bidder’s Submission Package</b> .....	14
	Section 1: Business Information .....	15
	Section 2: Contractor Information.....	15
	Section 3: Business Contact Information.....	16
	Section 4: Authorization & Signature .....	16
	Section 5: Addenda Acknowledgment .....	16
	<b>Experience/Qualifications</b> .....	17
	<b>Contractor’s Statement of Work</b> .....	19
	<b>Bidder’s Price</b> .....	20
	<b>Contractor's Affidavit</b> .....	23
	<b>Bid Bond</b> .....	25
	<b>List of Subcontractors</b> .....	<b>Error! Bookmark not defined.</b>
	<b>References</b> .....	<b>Error! Bookmark not defined.</b>
	<b>Performance Bond</b> .....	26
	<b>Labor and Materials Bond</b> .....	31

## **City of Torrance**

The City of Torrance is on the western side of Los Angeles County. The Palos Verdes Peninsula boards the city on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east, and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, a Transit System, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station, and 1 Police Community Center. It has an estimated population of approximately 146,115, making Torrance one of the top 10 cities in Los Angeles County regarding population.

## **Section 1 – Notice Of Bid**

### **1.1 Summary of Project**

The City of Torrance is requesting bids for Torrance Transit Facility First and Second Floor Renovation as per the plans and specifications provided by the City of Torrance and BOA Architecture. The project consists of renovation of the first and second floor of the Torrance Transit Facility. In case of disputes, City requirements take precedence.

### **1.2 Definitions**

The following terms are used in this bid and any future contracts:

- City – Refers to the City of Torrance, California.
- Bidder / Contractor / Vendor – The person, firm, or corporation submitting a bid under these specifications.
- Contract / Purchase Agreement / Purchase Order – The binding agreement between the City and the awarded contractor for the purchase of goods and services.

### **1.3 Procurement Process**

The City of Torrance Purchasing Division manages all bid solicitations through PlanetBids, the City's electronic bid management system. Contractors must register on PlanetBids to:

- View current bid opportunities
- Sign up as an approved vendor
- Submit bid proposals electronically

For assistance, contact the Finance Department's Purchasing Division at [Purchasing@TorranceCA.Gov](mailto:Purchasing@TorranceCA.Gov) or at (310) 618-5820

### **1.4 Obtaining Documents and Addenda**

The City reserves the right to revise or amend specifications before proposal deadlines. Any changes will be issued as formal addenda via PlanetBids. If changes impact the timeline, an updated submission deadline will be announced in the addendum.

Bidders must regularly check PlanetBids for updated bid documents and addenda. Failure to acknowledge all addenda may result in disqualification.

**1.5 Clarifications/Questions**

All questions regarding the bid must be submitted through PlanetBids before the posted Q&A deadline. Clarifications will be addressed through a formal addendum and published on PlanetBids.

**1.6 Non-Responsive Bids**

Contractors must register on PlanetBids to ensure they receive bid updates and addenda. Bids may be deemed non-responsive if they:

- Do not include all required documents
- Fail to acknowledge all addenda
- Do not meet licensing, bonding, or insurance requirements
- Are submitted late or incomplete

The City reserves the right to reject non-compliant bids and remove contractors from the prequalification list if they fail to meet ongoing eligibility criteria.

**1.7 Schedule**

The following is the tentative schedule for this Request:

<b>Activity</b>	<b>Due</b>	<b>Time (if applicable)</b>
<b>Invitation for Bid</b>	Thursday, May 21, 2026	12:00 PM
<b>Job Walk</b>	Tuesday, June 9, 2026 Transit Facility 20500 Madrona Avenue Torrance, CA 90503	10:00 AM
<b>Q &amp; A Deadline</b>	Thursday, June 18, 2026	10:00 AM
<b>City Responses Deadline</b>	Thursday, June 25, 2026	End of Day
<b>Bid Due Date</b>	Thursday, July 9, 2026	12:00 PM
<b>Bid Evaluation</b>	July 9, 2026 – August 6, 2026	N/A
<b>Award (Tentative)</b>	Tuesday, October 6, 2026	N/A

**Section 2 – General Requirements & Compliance**

**2.1 Ethical Behavior & Non-Collusion**

Proposers and their representatives are strictly prohibited from contacting any City employee, council member, or associated party regarding this bid except as explicitly directed. The undersigned certifies that this bid is submitted in good faith and without collusion with any other bidder.

**2.2 Bidder’s Minimum Requirement**

Bidders must have successfully completed at least three (3) public works projects of similar size or scope within the last five (5) years and must have at least five (5) years of experience

under their current California State License Board classification. References must reflect this experience.

**2.3 Contractor Licensing Requirements**

At the time of bid submission, the contractor must hold a valid General Building Contractor (Class B) license in accordance with the California Business and Professions Code, Chapter 9, Division 3. The contractor must also obtain a City of Torrance Business License and maintain all required licenses for the duration of the contract. There are no permit fees for City of Torrance projects.

**2.4 Insurance Requirements**

Bidders must comply with the insurance provisions outlined in the Standard Contract Services sample agreement. It is recommended that bidders have their insurance providers review the General Liability, Automobile Liability, and Workers' Compensation Insurance requirements before bid submission.

**2.5 Labor Compliance & Contractor Registration**

This contract is subject to California State Prevailing Wage Law, requiring that contractors and subcontractors comply with Labor Code Sections 1771, 1773, and 1777.5. All labor rates shall adhere to the General Prevailing Wage Rates, as determined by the California Department of Industrial Relations (DIR) and available online at:

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Additionally, all contractors and subcontractors must be registered with the DIR pursuant to Labor Code Section 1725.5. Failure to comply with DIR registration and prevailing wage requirements may result in bid disqualification.

**2.6 Apprenticeship Employment Standards**

Contractors must comply with California Labor Code Sections 1776 and 1777.5, requiring the employment of apprentices for public works projects. The Division of Apprenticeship Standards (DAS) can assist contractors in meeting apprenticeship requirements. More details are available at:

<https://www.dir.ca.gov/das/publicworks.html>

**2.7 Regulatory Compliance & Legal Requirements**

Bidders warrant that all work performed under this contract shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Contractors are responsible for obtaining all necessary permits and approvals at their own expense and must maintain compliance throughout the project term.

The contractor shall be solely responsible for paying any fees, assessments, and taxes, including applicable penalties and interest, arising from their contractual obligations. The contractor must indemnify and hold the City harmless from any such liabilities.

## **Section 3 – Bid Submissions and Evaluation**

### **3.1 Notice Inviting for Bids (Bid) Process**

Contractors must review the scope of work and instructions for submitting a bid proposal.

### **3.2 Pre-Bid Conference**

There is a mandatory pre-bid conference scheduled for this project to take place at: **Transit Facility, 20500 Madrona Avenue, Torrance CA 90503 (Meet outside, in front of the building at the bottom of the stairs)**. Please review the schedule for the date and time.

### **3.3 Bid Submission Requirements**

Bidders must submit their proposals electronically via the PlanetBids System by the specified deadline. The system's timestamp will determine the acceptability of submissions, and late bids will not be accepted. Telegraphic and telephonic bids are not permitted.

A complete and **responsive bid** must include the following:

- Submission of the official bidder's proposal shall be on the forms provided in the bid.
- Pricing for all items listed in the bid form
- Acknowledgment of all Addenda (failure to acknowledge may result in disqualification)
- One bid per bidder (multiple submissions are not allowed)
- Withdrawal of Bids: Bids may be withdrawn electronically before the deadline

### **3.4 Bid Bond & Affidavit**

Bid bonds must be submitted using the official proposal forms and uploaded via PlanetBids along with the bid submission. The Bid Guaranty must be at least 10% of the Total Contract Bid Price.

Bids submitted without the required affidavit will be rejected.

### **3.5 Bid Evaluation, Selection, or Rejection Process**

Per Torrance Municipal Code 22.3.050, the City will determine the lowest responsible bidder and reserves the right to reject any or all bids, waive irregularities, and make selections based on the following criteria:

- Total cost to the City
- Quality, availability, and adaptability of the materials or services offered
- Ability, capacity, and skill of the bidder to perform the work
- Bidder's history of performance, compliance with laws, and reputation
- Financial resources and ability to complete the contract
- Number and scope of conditions or exceptions attached to the bid
- Ability to provide future maintenance and support

Bids submitted by Torrance-based vendors that include a material component may qualify for a 1.5% local sales tax rebate. The City also reserves the right to interview qualified firms before awarding a contract.

Furthermore, the City may reject bids based on past performance issues, failure to complete prior contracts or any determination that a bidder is not in a position to fulfill the work requirements.

### **3.6 Public Record & Bid Validity Period**

All documents submitted in response to this IFB become public records and are subject to disclosure under the California Public Records Act (CPRA) (Gov. Code § 7921 et seq.) once the City has completed negotiations and agendized the award recommendation.

If a bidder submits confidential or proprietary information, they must:

1. Clearly label each page as **confidential**.
2. Provide legal justification for non-disclosure.
3. Actively defend against any disclosure requests.
4. Indemnify the City against claims related to non-disclosure.

Bids shall remain valid for **120 calendar days** from the due date.

### **3.7 Bidder Acknowledgment & Cost Responsibility**

By submitting a signed bid, the bidder acknowledges that:

- They agree to all terms and conditions of the bid.
- Exceptions or requested modifications must be submitted before the deadline for clarifications/questions.
- The City makes no guarantee that requested exceptions will be accepted.

The City will not reimburse any costs incurred in bid preparation, proposal submission, or participation in the IFB process.

### **3.8 Award of Contract**

The contract will be awarded to the lowest and most responsive bidder, and results will be published via PlanetBids. The responsibility of a bidder will be determined based on experience, references, and past performance, with the City serving as the sole judge of responsiveness and responsibility.

## **Section 4 – Contract Execution & Payment**

### **4.1 Contract Award & Execution**

The selected bidder must enter into a formal contractual agreement with the City of Torrance in accordance with the standard Contract Service Agreement. Upon contract award, the following documents must be executed and submitted within ten (10) working days.

- Performance Bond (100% of bid amount)
- Labor and Material Bond (100% of bid amount)
- Signed Contract Services Agreement
- Verification of Insurance Coverage (Certificates and Endorsements)
- Business License

Failure to submit these documents within the specified timeframe may result in annulment of the award and forfeiture of the proposal guarantee. The contract shall not be binding upon the City until executed by authorized City officials.

#### **4.2 Notice to Proceed & Work Timeline**

After the contract is executed and all required documentation is received, the City will issue a Notice to Proceed (NTP), establishing the official start date for the project. Work must commence as per the approved schedule. No work shall begin, and no costs shall be incurred before receiving the NTP. Failure to comply may result in contract termination or penalties.

#### **4.3 Payment & Invoicing Procedures**

The Contractor must submit a detailed breakdown of lump sum bid prices, including profit and overhead allocations, within ten (10) working days of the City's request.

- Invoices must reference the purchase order number and contract unit pricing.
- Contractors will be paid for actual hours worked at contract rates.
- Parts, materials, and subcontractor costs will be reimbursed at actual cost with itemized receipts and an allowable markup.
- Invoices must align with bid form line items and include backup documentation (e.g., subcontractor costs, material receipts, rental fees).
- Incorrect invoices will be returned, and the City is not responsible for payment until corrections are made.

Incorrect or incomplete invoices will be returned for correction, and the City will not process payments until a correct invoice is received. Payments will be made per the terms of the contract.

#### **4.4 Retention & Final Payment**

A portion of the contract amount may be retained until project completion to ensure compliance with all contract terms. Final payment will be issued only after the City verifies satisfactory completion of the work and receipt of all required closeout documents.

### **Section 5 – Contract Performance and Quality Control**

#### **5.1 Plans and Specifications**

Before submitting a bid, the contractor is responsible for investigating existing site conditions and must keep a copy of the approved plans and specifications at the worksite. The contractor must provide all labor, equipment, materials, and accessories necessary to complete the project in accordance with the City of Torrance's standards and project plans. The contract documents, including plans and specifications, are intended to be complementary, meaning any detail mentioned in one but not the other shall be considered included in both. If necessary, working and shop drawings will supplement the plans to ensure proper execution of the work. Any errors or omissions in the plans or specifications must be reported to the City immediately. Unless explicitly stated in the specifications, the City of Torrance is not responsible for protecting materials or work components before final acceptance. Once the project requirements and specifications have been reviewed, scheduling and coordination become the next critical steps.

## **5.2 Construction Schedule and Preconstruction Conference**

The City operates on a 9/80 work schedule, with City Hall closed every other Friday. Following the award notification and before work begins, the contractor must submit a proposed Construction Schedule to the City for approval within ten working days of the Notice to Proceed. At least two days before starting work, excluding weekends and holidays, the contractor must attend a pre-construction conference.

All product and equipment submittals must be provided to the City or its consultant within ten working days of the Notice to Proceed. Materials with delivery delays must be ordered immediately upon contract award, with written proof of timely orders submitted. Any delays in material delivery must be reflected in the Construction Schedule.

Work cannot begin until the schedule is approved in writing, and the contractor is responsible for coordinating all construction phases to ensure the project is completed on time.

## **5.3 Performance Schedule**

Timely performance is essential. All services must follow the approved schedule. Any extension requests must be submitted in writing and approved by the City. The Contractor shall diligently prosecute the work as per the agreed-upon schedule. Neither Party shall be held accountable for delays beyond reasonable control and without fault or negligence. Delays do not entitle the Contractor to additional compensation, regardless of which Party is responsible.

## **5.4 Changes and Amendments**

Any changes to the scope of services must be approved through a written amendment detailing all modifications, including any additional fees or schedule adjustments.

Amendments may be issued to:

- Comply with new or revised laws and regulations.
- Add services that were not originally included in the Agreement.

The Contractor must not perform additional work without authorization from the City. Unauthorized work will not be compensated.

## **5.5 Work Deficiencies and Liquidated Damages**

The Contractor must correct all work rejected by the City within thirty (30) days at their own cost, including any necessary removal, replacement, or retesting.

If the Contractor fails to begin corrective work within seven (7) days of receiving written notice, the City reserves the right to correct the deficiencies at the Contractor's expense.

Failure to complete work within the contractual timeframe will result in liquidated damages of **\$750 per calendar day** until the project is substantially complete. These damages may be deducted from payments owed to the Contractor. The City retains the right to reduce penalties if the project is substantially completed on time.

Payment of liquidated damages does not limit the City's right to seek additional remedies.

## 5.6 On-Site Supervision & General Requirements

The Contractor shall employ an approved superintendent to manage on-site work at all times, with the authority to communicate with City representatives. The City reserves the right to reject or remove the superintendent at any time without cost. The Contractor must designate an alternate superintendent in case of absence, subject to City approval.

- **Communication:** The Contractor shall provide weekly written updates on project progress and schedule adjustments.
- **Permits and Compliance:** The Contractor shall comply with all applicable regulations. No fees will be charged for City-issued permits.
- **Employee Conduct & Compliance:** Employees must adhere to professional standards. Noncompliant employees must be replaced within 24 hours.

## 5.7 Preliminary Notices

Preliminary Notices should be mailed to:

**Loretta Perez**  
**General Services Department**  
**3350 Civic Center Drive**  
**Torrance, CA 90503**

## 5.8 Safety, Materials Handling, and Site Protection

- **Safety Compliance:** The Contractor must adhere to OSHA and City safety regulations.
- **Hazardous Materials Testing:** Any discovery of hazardous materials must be reported immediately, along with a remediation plan.
- **Work Area Security:** The Contractor must secure the site and prevent unauthorized access.
- **Site Protection & Cleanup:** The Contractor shall maintain a clean worksite and repair any damages at their expense.

## Section 6 – Scope of Work and Specifications

**(Review attachments for all details)**

### **General Project Overview**

- **Project Name:** Torrance Transit Facility First and Second Floor Renovation
- **Owner:** City of Torrance
- **Architect:** BOA Architecture
- **General Scope:**

First Floor renovation of a storage area into a new breakroom and dispatch area with new updated LED lighting, two gender neutral restrooms (one which meets ADA standards), a new kitchenette, a new dispatch window area, relocated dispatch mailboxes, refinished concrete floors, and window storefronts.

Second Floor renovation of common spaces with a new landing façade wall with TV display, updated drinking fountain, repolished concrete floors, updated LED lighting, wall cabinetry for added storage, and updated outlets with USB fixtures, new private

office, new kitchen layout with proper fixtures, new exhaust fans at all restrooms, new open office with cubicles, new carpet, paint, acoustics at existing offices.

Exterior Provide new exterior aluminum storefront system with tempered glass, new aluminum storefront door and door hardware.

- **Regulatory Compliance:**
  - Must follow **OSHA (29 CFR 1926)** safety and health regulations.
  - Obtain all necessary **permits** before work begins.

## Section 7 – Bidder’s Submission

### Submission Requirements

Vendors must include the following documentation with their bids:

#### **Required Documents**

##### **Standard City Documents**

- Bidder’s Submission Package
- Experience/Qualification Statement
- Bidder's Price
- Contractor's Affidavit
- Bid Bond (10% of total bid)
- List of Subcontractors (if applicable)
- Contractor’s Work Declaration
- References

##### **Bidder’s Attachments**

- A brief cover letter, no more than two pages, outlining the team's qualifications, licenses, and experience.
- A complete itemized cost schedule.
- Timeline for project completion, including key milestones.

#### **Required Documents Checklist**

##### **Standard City Documents**

- Bidder’s Submission Package
- Experience/Qualification Statement
- Bidder's Price
- Contractor's Affidavit
- Bid Bond (10% of total bid)
- List of Subcontractors (if applicable)
- Contractor’s Work Declaration
- References

##### **Bidder’s Attachments**

- A cover letter outlining qualifications and experience
- A complete itemized cost schedule
- Timeline for project completion, including key milestones

***Ensure all documents are included with your bid submission to avoid disqualification.***

## Bidder's Submission Package

The following forms must be completed and submitted with your bid.

### Bidder Information

Legal Entity of Bidder:

- Corporation State of: \_\_\_\_\_
- Partnership State of: \_\_\_\_\_
- General  Limited
- Joint Venture
- Sole Proprietor  Individual DBA: \_\_\_\_\_
- Limited Liability Company State of: \_\_\_\_\_

### Instructions Concerning Signatures

Please use the proper notary form, which applies to your type of organization on all bid documents, attachments, and bonds requiring a signature by officers of your company.

**Note: failure to comply may result in disqualification of your bid.**

### Signature Guidelines

#### Individual (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

#### Partnership

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

#### Corporation

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of a person other than an officer is acceptable if the bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

#### Limited Liability Company

- a. The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

Business Information & Agreement Authorization Form

Section 1: Business Information

Business Name: \_\_\_\_\_

Legal Entity Type:  Corporation  LLC  Partnership  Sole Proprietor  Other: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website (if applicable): \_\_\_\_\_

Federal Tax ID (EIN) / SSN (if Sole Proprietor): \_\_\_\_\_

State of Incorporation / Registration: \_\_\_\_\_

Date Established: \_\_\_\_\_

Section 2: Contractor Information

Public Works Registration (PWCR) Number: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Date first obtained: \_\_\_\_\_

Has the License ever been suspended or revoked? \_\_\_\_\_

If yes, describe when and why \_\_\_\_\_

Are there any current claims against the License or Bond? \_\_\_\_\_

If yes, describe claims: \_\_\_\_\_

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

<b>NAME</b> (If Applicable)	<b>TITLE</b>	<b>LICENSE NO.</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Section 3: Business Contact Information**

Primary Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact (if applicable): \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Section 4: Authorization & Signature**

By signing below, the authorized representative confirms that the information provided is accurate and complete. The representative also acknowledges that entering into this agreement is subject to the terms and conditions set forth by both parties.

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Internal Use (Authorized by Receiving Party)

Company Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 5: Addenda Acknowledgment**

Acknowledgment of receipt of any addenda issued by the city for this IFB is required and the acknowledgment must be included with your bid. **Failure to acknowledge the Addenda issued may result in your Bid being deemed non-responsive.** In the space provided below, please acknowledge receipt of each Addenda.

Addendum Number	Date Issued	Acknowledgment (Initials)
Addendum #1	_____	_____
Addendum #2	_____	_____
Addendum #3	_____	_____
Addendum #4	_____	_____
Addendum #5	_____	_____

If additional Addenda were issued, please attach a separate sheet.

By signing below, the Bidder confirms that they have received, reviewed, and incorporated the information contained in the above-referenced Addenda into their Bid submission.

**Authorized Representative Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Terms and Conditions**

- The City of Torrance reserves the right to reject any or all bids.
- The selected vendor must ensure that all work complies with building code standards.
- Bid must remain valid for a minimum of 120 days after submission.
- Payment, insurance and contracting details are per the draft Contract Services Agreement.

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

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Contractor's Statement of Work

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

**Bidder's Price**

Vendors must provide a detailed cost breakdown in the following format. The final bid price must be all-inclusive of labor, materials, equipment, supervision, and overhead costs. The City does not charge City permit fees for its own projects.

<b>Section</b>	<b>Description</b>	<b>Estimated Cost (\$)</b>
<b>01</b>	General Requirements	
<b>024116</b>	Demolition	
<b>031000</b>	Concrete Forming Accessories	
<b>032000</b>	Concrete Reinforcement	
<b>033000</b>	Cast-In-Place Concrete	
<b>033543</b>	Bonded Abrasive Polished Concrete Floors	
<b>055000</b>	Metal Fabrication	
<b>064023</b>	Architectural Woodwork	
<b>066116</b>	Solid Surfacing Fabrication	
<b>072100</b>	Thermal Insulation	
<b>072600</b>	Vapor Barriers	
<b>072719</b>	Plastic Sheet Air Barriers	
<b>076000</b>	Flashing and Sheet Metal	
<b>079200</b>	Joint Sealants	
<b>081113</b>	Hollow Metal Doors & Frames	
<b>083100</b>	Access Doors & Panels	
<b>084113</b>	Aluminum Framed Entrances & Storefronts	
<b>087100</b>	Door Hardware	
<b>088000</b>	Glazing	

<b>090565</b>	Moisture Testing for Flooring Installation	
<b>092216</b>	Non-Structural Metal Framing	
<b>092800</b>	Cement Board	
<b>092900</b>	Gypsum Board	
<b>093000</b>	Porcelain Tile	
<b>095113</b>	Acoustical Panel Ceiling	
<b>096513</b>	Rubber Base	
<b>096813</b>	Tile Carpeting	
<b>099113</b>	Exterior Painting	
<b>099123</b>	Interior Painting	
<b>101400</b>	Signage	
<b>102813</b>	Toilet Accessories	
<b>105113</b>	Metal Lockers	
<b>114000</b>	Food Service Equipment and Fixtures	
<b>220500</b>	Plumbing	
<b>220522</b>	Common Work Results for Plumbing	
<b>221116</b>	Domestic Water Piping	
<b>221319</b>	Sanitary Waste Piping Specialties	
<b>224000</b>	Plumbing Fixtures and Equipment	
<b>230500</b>	Common Work Results for HVAC	
<b>230593</b>	Testing, Adjusting, Balancing for HVAC	
<b>230713</b>	Duct Insulation	

<b>233100</b>	HVAC Ducts	
<b>233200</b>	Air Duct Cleaning	
<b>233713</b>	Diffusers, Registers, and Grilles	
<b>235732</b>	HVAC Equipment	
<b>235900</b>	HVAC Instrumentation and Controls	
<b>260000</b>	Electrical	
<b>260010</b>	Basic Electrical Requirements	
<b>260513</b>	Basic Electrical Materials and Methods	
<b>260519</b>	Low Voltage Wires	
<b>262726</b>	Wiring Device Details	
<b>262813</b>	Fuses	
<b>265010</b>	Solid State (LED) Lighting	
<b>Total Project Cost</b>		<b>\$</b>

**Alternative Pricing for Non-Normal Working Hours**

For work performed outside normal working hours (e.g., nights, weekends, emergency work), vendors must provide a separate **rate schedule** below:

<b>Task No.</b>	<b>Description</b>	<b>Overtime Rate (\$/Hour)</b>
<b>1</b>	Supervisor/Foreman	
<b>2</b>	General Laborer	
<b>3</b>	Electrician	
<b>4</b>	Heavy Equipment Operator	
<b>5</b>	Additional Equipment Rentals (Specify)	



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Subscribed \_\_\_\_\_ and \_\_\_\_\_ Sworn \_\_\_\_\_ To  
(Contractor)\_\_\_\_\_

before me this \_\_\_\_\_  
of \_\_\_\_\_, 20\_\_\_\_\_

(Title)

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

**Bid Bond**

**BID BOND**

**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 said work being: **TORRANCE TRANSIT FACILITY FIRST AND SECOND FLOOR RENOVATION**, 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 pro-posal 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: \_\_\_\_\_

Public Works Registration (PWCR) Number: \_\_\_\_\_

2. 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: \_\_\_\_\_

3. 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: \_\_\_\_\_

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) Number: \_\_\_\_\_

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) Number: \_\_\_\_\_

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) Number: \_\_\_\_\_

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

The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening-provided that the correct license number corresponds to the submitted name and location of the subcontractor.  
No contractor or subcontractor may be listed on a bid proposal or awarded a contract 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)].

## References

Bidder must have completed at least three (3) public works projects of a similar size or 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.*

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

**DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY AS PART OF CONTRACT WITH 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 TORRANCE TRANSIT FACILITY FIRST AND SECOND FLOOR RENOVATION** 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.

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 \_\_\_\_\_

CORPORATE SEAL

BY \_\_\_\_\_

SURETY:

BY \_\_\_\_\_

Name: \_\_\_\_\_

Local Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**Labor and Materials 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.

**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 TRANSIT FACILITY FIRST AND SECOND FLOOR RENOVATION** , 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.

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 Date (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Contractor Name, type of entity (“CONTRACTOR”).

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to insert brief description of services.
- B. CONTRACTOR represents that it is qualified to perform those services.

### AGREEMENT:

#### 1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

#### 2. **TERM**

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

#### 3. **COMPENSATION**

- A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the 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 termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on 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 CONTRACTOR, CITY may, at the expense of 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 CONTRACTOR under the terms of this Agreement will be

retained by CITY, but the retention will not release CONTRACTOR and its surety from liability for the default. Under these circumstances, however, 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 CITY as against CONTRACTOR or its surety then existing, or that 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 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 that currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 20 of this Agreement; or for any other cause 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 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. 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 control, 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 will be excused for a period equal to the period of that cause for failure to perform.

**6. RETENTION OF FUNDS**

CONTRACTOR authorizes 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 CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions 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, 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 CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

**7. CITY REPRESENTATIVE**

City Representative 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 CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

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

Representative 1

Representative 2

**9. INDEPENDENT CONTRACTOR**

CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as otherwise set forth in this Agreement. CONTRACTOR's agents and employees are not and shall not be considered employees of CITY for any purpose. 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 CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the

Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

**10. BUSINESS LICENSE**

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

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the term 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 CITY, except those losses or damages as may be caused by CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of CONTRACTOR's time pertaining to the project, and records of accounts between CITY and 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 work and services identified in Exhibit A. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. PREVAILING WAGE**

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

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum

working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

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

**16. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") 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. CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. 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 City Affiliates, CONTRACTOR will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**17. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

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

**18. INSURANCE**

A. CONTRACTOR and its subcontractors must maintain for the duration of the Agreement at their 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. Commercial General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate.

3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of \$1,000,000 per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

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

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

D. CONTRACTOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting

coverage required by this clause) indicating appropriate coverage, 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 notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 18.
- G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.
- I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
- J. Self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

**19. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" 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 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 CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds 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 CITY within 10 days of receipt of notice from the Risk Manager.

**20. CONFLICT OF INTEREST**

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

**21. NOTICE**

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

notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

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

CONTRACTOR: CONTRACTOR'S NAME AND ADDRESS

Fax: INSERT FAX NUMBER

CITY:

City Clerk

City of Torrance

3031 Torrance Boulevard

Torrance, CA 90503

Fax: (310) 618-2931

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.

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

**22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

**23. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect

with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**24. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply. To the extent that the terms of the Scope of Services or the Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

**25. SEVERABILITY**

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

**26. TIME OF ESSENCE**

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

**27. GOVERNING LAW; JURISDICTION**

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

**28. COMPLIANCE WITH STATUTES AND REGULATIONS**

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

**29. WAIVER OF BREACH**

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

**30. ATTORNEY'S FEES**

Except as provided for in Paragraph 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.

**31. EXHIBITS**

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

**32. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of CONTRACTOR warrant that (i) CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONTRACTOR; (iii) by so executing this Agreement, 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 CONTRACTOR is bound.

**33. PUBLIC RECORDS ACT**

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

CITY OF TORRANCE,  
a municipal corporation

Firm Name,  
Type of Entity

\_\_\_\_\_  
Aram Chaparyan, City Manager

By: \_\_\_\_\_  
Signer  
Title

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

By: \_\_\_\_\_

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Rev. 04