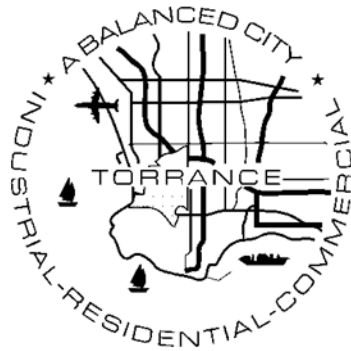


**CITY OF TORRANCE**  
**GENERAL SERVICES DEPARTMENT**



World War II Japanese American Incarceration Monument and Improvements at Columbia Park

## **Contents**

<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>6</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>3.7 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>
<b>5.2 Construction Schedule and Preconstruction Conference .....</b>	<b>9</b>

<b>5.3</b>	<b>Performance Schedule .....</b>	<b>10</b>
<b>5.4</b>	<b>Changes and Amendments .....</b>	<b>10</b>
<b>5.5</b>	<b>Work Deficiencies and Liquidated Damages.....</b>	<b>10</b>
<b>5.6</b>	<b>On-Site Supervision &amp; General Requirements .....</b>	<b>10</b>
<b>5.7</b>	<b>Preliminary Notices .....</b>	<b>11</b>
<b>5.8</b>	<b>Safety, Materials Handling, and Site Protection .....</b>	<b>11</b>
<b>Section 6 – Scope of Work and Specifications .....</b>		<b>11</b>
<b>Section 7 – Bidder’s Submission.....</b>		<b>12</b>
	<b>Submission Requirements.....</b>	<b>12</b>
	<b>Bidder’s Submission Package .....</b>	<b>14</b>
	Section 1: Business Information .....	14
	Section 2: Contractor Information.....	15
	Section 3: Business Contact Information.....	15
	Section 4: Authorization & Signature .....	16
	Section 5: Addenda Acknowledgment .....	16
	<b>Experience/Qualifications .....</b>	<b>17</b>
	<b>Contractor’s Statement of Work .....</b>	<b>19</b>
	<b>Bidder’s Price.....</b>	<b>20</b>
	<b>Contractor’s Affidavit.....</b>	<b>21</b>
	<b>Bid Bond .....</b>	<b>24</b>
	<b>Performance Bond .....</b>	<b>25</b>
	<b>Labor and Material Bond .....</b>	<b>26</b>
	<b>List of Subcontractors.....</b>	<b>30</b>
	<b>References.....</b>	<b>32</b>

## **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 to develop a World War II Japanese American Incarceration Monument and Improvements at Columbia Park, creating a dedicated space for reflection, education, and remembrance as part of the park's overall redevelopment. Located along the park's internal trail network within a passive-use area, the memorial is designed to provide a respectful and accessible setting for quiet reflection and small commemorative gatherings. The project supports the City's commitment to preserving historical memory while enhancing public open space. Upon completion, the memorial will serve as a lasting civic asset that honors World War II's legacy for future generations.

### **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 City intends to provide a minimum of thirty (30) calendar days bid advertisement period. Dates are subject to change by addendum.

The following is the tentative schedule for this Request:

Activity	Due Date	Time
Invitation for Bid Issued	<b>Wednesday, March 25</b>	—
Job Walk – Mandatory Pre-Bid Meeting	<b>Friday, April 10</b> Columbia Park 4045 190th St, Torrance, CA	10:00 AM
Q & A Deadline	<b>Wednesday, April 15</b>	4:00 PM
City Responses Deadline (via Addendum)	<b>Wednesday, April 29</b>	4:00 PM
Bid Due Date	<b>Thursday, May 28</b>	2:00 PM
Bid Evaluation	<b>May 28 – June 3</b>	—
Council Award Date	<b>June</b>	—

## 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 or IFB 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**

The contractor shall possess, at the time of bid submission, a valid California Class B – General Building Contractor license. Alternatively, the contractor may hold all required specialty licenses for the scope of work, including, but not limited to, C-27 (Landscaping) and C-8 (Concrete). All licenses shall be issued by the California Contractors State License Board and remain active and in good standing for the duration of the contract.

## **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/PublicWorksForms.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. Contractor shall obtain all required permits. City-issued permit fees are waived; third-party agency fees remain the responsibility of the Contractor.

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 (IFB) 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. Please review the schedule for the date and time. Failure to attend the mandatory pre-bid conference shall render the bid non-responsive

### **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 IFB.
- 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 endorsed 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.

Bid must remain valid for a minimum of 120 days after submission

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

By submitting a signed bid, the bidder acknowledges that:

- They agree to all terms and conditions of the IFB.
- 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 City will determine a bidder's responsibility 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 Public Works 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 Contract is a lump sum agreement. The Contractor shall submit a Schedule of Values consistent with the CSI Division Bid Schedule within ten (10) working days of Notice to Proceed. Progress payments shall be made monthly based on the percentage of work completed for each CSI Division.

No separate payment will be made for labor, materials, equipment, overhead, or profit except as expressly authorized by the City through an approved change order or allowance.

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 anticipated construction duration is **303** (day duration derived from DD Statement of Probable Construction) calendar days from Notice to Proceed.

The Contractor must, at their own cost, correct any work that does not conform to the Contract Documents or is otherwise rejected by the City, including any necessary removal, replacement, or retesting, within thirty (30) days of notification.

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 \$1,000 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)**

**Project Name:** WWII Memorial Improvements at Columbia Park

**Owner:** City of Torrance

**Designer:** Chee Salette

**General Scope:** Construction of a World War II Memorial integrated into the Columbia Park Concept Plan. Work includes site preparation, concrete flatwork and foundations, installation of commemorative and interpretive elements, pedestrian pathways, seating, and associated landscaping within a designated passive-use area of the park.

**Regulatory Compliance:**

- All work shall comply with OSHA (29 CFR 1926) safety and health regulations.
- Contractor shall obtain all required permits prior to commencement of work (City permit fees waived).
- Work must comply with City of Torrance standards and all applicable local, state, and federal codes and regulations, including accessibility requirements, for public park and memorial construction.

## Section 7 – Bidder’s Submission

### Submission Requirements

Vendors must include the following documentation with their bids:

#### **Required Documents to be completed and submitted at the time of Bid Submission:**

##### **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 to be completed and delivered following Award as part of the contract:

- Performance Bond (100% of Bid)
- Labor and Material Bond (100% of Bid)
- Public Works Agreement
- Verification of Insurance Coverage (Certificates and Endorsements)Business License Application

#### **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)
- ☐ Performance Bond
- ☐ Labor and Material Bond
- ☐ 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 required 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)

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

##### Partnership

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

##### Corporation

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

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

##### Limited Liability Company

- 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.)
- 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><u>NAME</u></b> <b>(If Applicable)</b>	<b><u>TITLE</u></b>	<b><u>LICENSE NO.</u></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:** \_\_\_\_\_



### Experience/Qualifications

The Bidder shall furnish the following information. Failure to complete all Items will cause the Bid to be non-responsive and may cause rejection. The Bidder must have at least five (5) years of experience under current license (California State License Board) . References must reflect experience.

1. Do you have the required 5 years' experience? \_\_\_\_\_
2. Provide details regarding your required years of experience and applicable project portfolios/completed projects.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface. The top edge of the paper is slightly irregular, like a torn piece of paper.

The undersigned hereby proposes to furnish all work to be performed in accordance with the Specifications and Contract Documents, for the bid as set forth in the following schedules.

## 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 sample Public Works 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

Bidders shall provide pricing for each CSI Division listed above. Failure to provide a complete and balanced CSI-based bid schedule may result in the bid being deemed non-responsive. The City reserves the right to use this schedule for progress payments, change order pricing, and cost analysis.

CSI Division	Scope Summary	Cost (Lump Sum)
<b>Division 01 – General Requirements</b>	Mobilization, supervision, temporary facilities, safety, QA/QC, closeout	
<b>Division 02 – Existing Conditions</b>	Selective demolition, clearing, grubbing	
<b>Division 03 – Concrete</b>	Foundations, slabs, memorial flatwork, curbs	
<b>Division 04 – Masonry</b>	CMU walls, granite memorial wall panels, caps	
<b>Division 05 – Metals</b>	Support frames, stainless steel inlays, flagpole	
<b>Division 06 – Wood, Plastics &amp; Composites</b>	ADA restroom framing, roof structure	
<b>Division 07 – Thermal &amp; Moisture Protection</b>	Roofing, waterproofing, sealants	
<b>Division 08 – Openings</b>	Doors, frames, glazing, grilles	
<b>Division 09 – Finishes</b>	Interior finishes (ADA restroom), coatings	
<b>Division 10 – Specialties</b>	Signage, toilet accessories, bike racks	
<b>Division 12 – Furnishings</b>	Granite benches, site furnishings	
<b>Division 13 – Special Construction</b>	Memorial paving, engraved pavers, map	
<b>Division 26 – Electrical</b>	Site lighting, power, controls	
<b>Division 31 – Earthwork</b>	Grading, excavation, export, fine grading	
<b>Division 32 – Exterior Improvements</b>	Paving, planting, irrigation	
<b>Division 33 – Utilities</b>	Domestic water, sewer, storm drain	

Alternate	Description	Amount
ALT-1	Grey & Dark Granite in lieu of Sandblasted Concrete (M11 & M12)	

## Contractor's Affidavit

STATE OF CALIFORNIA } **CONTRACTOR'S AFFIDAVIT**  
 }  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, deposes and says:

1. That he is the \_\_\_\_\_  
Title  
of \_\_\_\_\_  
(Name of Partnership, Corporation, or Sole Proprietorship)

Here-in-after called "Contractor," who has submitted to the **FOR CONSTRUCTION OF WORLD WAR II JAPANESE AMERICAN INCARCERATION MONUMENT AND IMPROVEMENTS AT COLUMBIA PARK**

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 material-man through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material-man, which is not processed through said bid depository, or which prevent any subcontractor or material-man from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;
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)

\_\_\_\_\_  
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: **FOR CONSTRUCTION OF WORLD WAR II JAPANESE AMERICAN INCARCERATION MONUMENT AND IMPROVEMENTS AT COLUMBIA PARK**, in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of said principal shall be accepted and if said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-Fact

\_\_\_\_\_  
Signature

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

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

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

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



## 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 **FOR CONSTRUCTION OF WORLD WAR II JAPANESE AMERICAN INCARCERATION MONUMENT AND IMPROVEMENTS AT COLUMBIA PARK** 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 \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**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 **FOR CONSTRUCTION OF WORLD WAR II JAPANESE AMERICAN INCARCERATION MONUMENT AND IMPROVEMENTS AT COLUMBIA PARK** 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.: \_\_\_\_\_

### 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>	

## **PUBLIC WORKS AGREEMENT**

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

### **RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **PROJECT NAME & BID NUMBER**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **PROJECT NAME & BID NUMBER** (the “NIB”); and
- C. CONTRACTOR has submitted a Bid (the “Bid”) in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### **AGREEMENT:**

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

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

#### **2. TERM**

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

#### **3. COMPENSATION**

- A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$INSERT DOLLAR AMOUNT ("Agreement Sum"), plus a contingency of \$INSERT DOLLAR AMOUNT, if first approved in writing by the CITY.

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

#### **4. TERMINATION OF AGREEMENT**

- A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a) cease operations as directed by CITY in the notice;
  - b) take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

- B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to

remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 20 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

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

**6. RETENTION OF FUNDS**

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

**7. THE CITY'S REPRESENTATIVE**

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

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

REPRESENTATIVE 1

REPRESENTATIVE 2

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

**10. BUSINESS LICENSE**

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

**11. OTHER LICENSES AND PERMITS**

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

**12. FAMILIARITY WITH WORK**

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

Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

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

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

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

**15. PREVAILING WAGE**

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance"

project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

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

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

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

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



effectuating compliance with those laws. Contractor will require the same of all subcontractors.

**16. INDEMNIFICATION**

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

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

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

**18. INSURANCE**

- A. CONTRACTOR 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. Combined single limits of \$2,000,000 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 \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$5,000,000. Such insurance shall not exclude coverage for sudden and accidental pollution incidents and shall include coverage for the perils of explosion, collapse, and underground (XCU).
  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. Additional insured coverage endorsement must apply to all work performed by CONTRACTOR.
- 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 insurance, 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 the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**20. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that 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 an United States Postal Service office or mailbox.
  - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any

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

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

CONTRACTOR:

CONTRACTOR'S NAME AND ADDRESS

Fax: INSERT FAX NUMBER

CITY:

City Clerk

City of Torrance

3031 Torrance Boulevard

Torrance, CA 90503

Fax: (310) 618-2931

with a copy to:

Attn: PROJECT MANAGER'S NAME

Public Works Department

City of Torrance

20500 Madrona Avenue

Torrance, CA 90503

Fax: (310) 781-6902

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

**23. INTEGRATION; AMENDMENT**

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

**24. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. To the extent that the terms of the Bid or 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 party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**30. ATTORNEY'S FEES**

Except as provided for in Paragraph 16, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**31. EXHIBITS**

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

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

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

into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

**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.

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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

BUSINESS OR INDIVIDUAL NAME  
TYPE OF ENTITY

\_\_\_\_\_

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



Aram Chaparyan, City Manager

SIGNER, TITLE

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN

City Attorney

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

Attachment: Exhibit A: Bid

Rev 0424

## **EXHIBIT A**

**Bid**