

Council Meeting of  
October 6, 2009

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

Members of the Council:

**SUBJECT: Public Works - Award a Public Works Agreement to RePipe-California, Inc. for construction of the Downtown Sewer Rehabilitation, CIP No. I-69. Expenditure: \$350,239.05**

### **RECOMMENDATION**

The Public Works Director recommends that the City Council:

1. Approve the plans and specifications for the Downtown Sewer Rehabilitation (B2009-33) on file in the City Clerk's office; and
2. Award a Public Works Agreement to the lowest bidder, RePipe-California Inc., in the amount of \$333,561.00 for this project; and
3. Authorize a 5% contingency in the amount of \$16,678.05 for the Agreement.

### **Funding**

Funding for this Agreement is available from Sewer Enterprise funds previously appropriated to the Downtown Sewer Rehabilitation, I-69.

### **BACKGROUND AND ANALYSIS**

Most of the sewer pipes in the downtown Torrance area were built over 90 years ago. Although most pipes are still in good condition, over the years some damage has occurred and there have been some problems with tree root intrusion and minor leakage due to displaced joints. A video inspection was performed of all sewer mains in downtown Torrance identifying sections that require either replacement or rehabilitation by lining. Following an analysis of the video inspection and site visits, the Downtown Sewer Rehabilitation, I-69 was proposed and approved in the FY2005-06, 07 Capital Budget. The project will repair sewer pipe in approximately ten locations and repair existing sewer manholes in the downtown Torrance area. Also, approximately 2,600 feet of sewer mains in the same area will be rehabilitated by installing a plastic liner. An additional 1,300 feet of sewer pipe will be lined in the southwest area of Torrance. The lining method is used to extend the service life of existing sewer mains that do not need to be replaced and currently meet capacity needs. Lining also is a lower cost alternative

to pipe removal and replacement. Also, nine sewer manholes in Pacific Coast Highway between Anza Avenue and Calle Mayor will be repaired.

The project was advertised for bid on August 23 and August 26, 2009, and the bids were opened on September 17, 2009, with the following results:

<u>Bidder</u>	<u>Amount</u>
1. RePipe-California, Inc.	\$333,561
2. Sancon Engineering, Inc.	\$348,095
3. Southwest Pipeline and Trenchless Corp.	\$424,550

The Engineer's Estimate for this project is \$450,000 to \$500,000.

Three bids were received, and the lowest responsive, responsible bidder is RePipe-California, Inc. Their bid is approximately 25% lower than the Engineer's estimate, reflecting increased competition in the sewer rehabilitation industry. RePipe-California, Inc. successfully completed a previous sewer rehabilitation construction project for the City of Torrance (CIP No. I-68, Phase 1) and staff found the contractor to be reliable and competent. RePipe-California, Inc. has successfully completed additional projects of similar type. The firm's references and contractor's license have been checked and found to be in order.

It is anticipated that construction will commence in December, 2009 and will be completed within five months. Construction inspection for this project will be conducted by the Community Development Department.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director

CONCUR:



Robert J. Beste  
Public Works Director

By   
John C. Dettle  
Acting City Engineer



LeRoy J. Jackson  
City Manager

Attachments: A. Public Works Agreement  
B. Project Location Map

## ***PUBLIC WORKS AGREEMENT***

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of October 6, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and RePIPE-CALIFORNIA, Inc., a Delaware Corporation ("CONTRACTOR").

### **RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct Downtown Sewer Rehabilitation, CIP No. I-69, B 2009-33;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of DOWNTOWN SEWER REHABILITATION, CIP No. I-69, Notice Inviting Bids No. B 2009-33 (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 one year 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 \$333,561.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a) cease operations as directed by CITY in the notice;
  - b) take actions necessary, or that CITY may direct, for the protection 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 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **THE CITY'S REPRESENTATIVE**

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:

Mark Neumann, Vice President

9. **INDEPENDENT CONTRACTOR**

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

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

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

13. **CARE OF WORK**

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

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

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

15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents.

Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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

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

**17. INSURANCE**

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Combined single limits of \$2,000,000 per occurrence.
  2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
  3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY ("City of Torrance"), the 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 and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as 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 17.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of

a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

## 20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

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

CONTRACTOR: Mark Neumann, Vice President  
RePipe-California, Inc.  
5525 E. Gibraltar Street  
Ontario, CA 91764  
Fax: (909) 291-4070

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

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

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

**22. INTEGRATION; AMENDMENT**

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

**23. INTERPRETATION**

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

**24. SEVERABILITY**

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

**25. TIME OF ESSENCE**

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

**26. GOVERNING LAW; JURISDICTION**

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

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

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

**28. WAIVER OF BREACH**

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

**29. ATTORNEY'S FEES**

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

30. **EXHIBITS**

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

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

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

CITY OF TORRANCE,  
a Municipal Corporation

*RePipe-California, Inc.*  
*A Delaware Corporation*

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
**Mark Neumann**  
Vice President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachment: Exhibit A: Bid

**EXHIBIT A**

**Bid**

## BIDDER'S PROPOSAL

B 2009-33

Company: RE PIPE - CALIFORNIA, INC.  
Total Bid: \$333,561.00

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
DOWNTOWN SEWER REHABILITATION  
CIP No. I-69**

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

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with Plan No. SS-383, the Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

**DOWNTOWN SEWER REHABILITATION BID SCHEDULE**

Item No.	Approx Qty	Unit	Description	Unit Price	Total Bid
1.	16,000	LF	Clean and CCTV Inspection: Clean and CCTV sewer pipe to be lined or containing proposed point repair, including root, debris and obstruction removal and disposal	0.90	14,400
2.	10	EA	Construct Point Repair on existing 8" VCP Sewer, complete in place (Depth greater than 5')	3,900	39,000
3.	1	LS	Excavate existing (approx. 1-1/2" diameter) conduit penetrating existing 8" VCP sewer at proposed Point Repair at Cravens Ave. and the alley between Marcelina Ave. and Gramercy Ave., raise conduit to clear sewer pipe and restore surface improvements.	4,336	4,336
4.	60	EA	Remove Protruding VCP Sewer Service Lateral by trenchless method, including disposal	130	7,800
5.	50	EA	Remove protruding metal sewer service lateral by trenchless method, including disposal	285	14,250
6.	2,200	LF	Install liner in existing 8" VCP Sewer, including property owner notifications, sewer bypassing and post-installation video	29	63,800
7.	700	LF	Install liner in existing 12" VCP Sewer, including property owner notifications, sewer bypassing and post-installation video	36	25,200

Item No	Approx. Qty	Unit	Description	Unit Price	Total Bid
8.	1,310	LF	Install liner in existing 14" VCP Sewer, including property owner notifications, sewer bypassing and post-installation video	52.50	68,775
9.	300	VF	Rehabilitate Manhole with APC and polyurethane liner and repair manhole channel and shelf per plans.	215	64,500
10.	1	EA	Remove existing manhole or cleanout and Construct Sewer Manhole (6.0')	7,000	7,000
11.	1	EA	Remove existing cleanout and Construct Sewer Manhole (5.7')	7,000	7,000
12.	1	EA	Remove existing cleanout and Construct Sewer Manhole (5.0')	7,000	7,000
13.	60	EA	Reconnect existing sewer service lateral to lined sewer pipe by trenchless method	50	3,000
14.	1	LS	Traffic Control, including temporary markings and signs and restoration of permanent pavement markings	2,500	2,500
15.	1	LS	Clean concrete out from 500 LF of sewer pipe.	\$5,000.00	\$5,000.00

TOTAL BID \$ 333,561

B 2009-33

Total Bid (figures)\*: 333,561Total Bid (words)\*: Three hundred and thirty-three thousand five hundred sixty-one

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

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

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

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

RE PIPE - CALIFORNIA, INC.

Contractor

Date: SEPTEMBER 16, 2009

By:

Mark Neumann  
MARK NEUMANN - VICE PRESIDENT

Contractor's State License

Address: 5525 E. GIBRALTAR ST.No. 814303ONTARIO CA 91764Class APhone: (909) 291-4050

B 2009-33

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 X

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

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

RE PIPE - CALIFORNIA, INC.

Contractor

STATE OF CALIFORNIA }  
 COUNTY OF SAN BERNARDINO }

CONTRACTOR'S AFFIDAVIT

B 2009-33

MARK NEUMANN, being first duly sworn, deposes and says:

1. That he is the VICE PRESIDENT  
 Title  
 of RE PIPE - CALIFORNIA, INC.  
 (Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of DOWNTOWN SEWER REHABILITATION (C.I.P. # I-69), B 2009-33;

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

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

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 16<sup>TH</sup> day of SEPTEMBER, 2009

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2009

REPIPE - CALIFORNIA, INC.  
\_\_\_\_\_  
(Contractor)  
Mark A  
\_\_\_\_\_  
(Title) MARK NEUMANN - VICE PRESIDENT

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 9/16/09 before me, Yvonne Valdez, Notary Public  
Date Here Insert Name and Title of the Officer

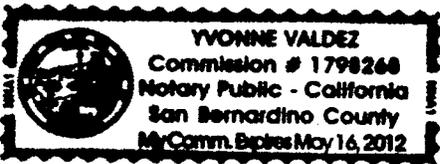
personally appeared Mark Neumann  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yvonne Valdez  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

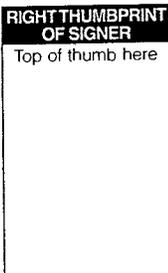
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

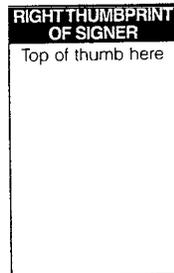
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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.

Name Under Which Subcontractor is Licensed: Sancon Engineering, Inc

License Number: 731797

Address of Office, Mill or Shop: 5841 Engineer Drive Huntington Bch, CA

Specific Description of Sub-Contract: Manhole Rehabilitation

Name Under Which Subcontractor is Licensed: Charles King Company

License Number: 738236

Address of Office, Mill or Shop: 2841 Gardena Ave. Signal Hill, CA

Specific Description of Sub-Contract: Paint repairs + misc. excavations,  
Installation of new manholes

Name Under Which Subcontractor is Licensed: Performance Pipeline Technologies

License Number: 825824

Address of Office, Mill or Shop: 5901 Warner Ave #482 Huntington Bch, CA

Specific Description of Sub-Contract: Cleaning + CCTV inspection

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

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

REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

1. Name (Firm/Agency): SEE ATTACHED RE PIPE-CALIFORNIA, INC. CIPP PROJECT LIST  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
2. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
3. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
4. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

## rePipe-California Project List

Name of Owner	Project Name	Lining Method	Pipe Size	Lengths	Contract Value	Completed	Name and Address of Owner
LA County Sanitation Dist	South Park Trunk Swr. Artesia Blvd. Trunk Swr.	CIPP	18	713	\$98,261	2003	LA County Sanitation Dist 1755 Workman Mill Road Whittier, CA 90601 Contact: Margott Hinostraza Phone: (562) 699-7411 ext. 6811
			18	332	\$53,995	2003	
City of Santa Monica	Ocean Ave & Main St	CIPP	30	1,337	\$436,508	2003	City of Santa Monica 1685 Main Street Santa Monica, Ca 90401 Contact: Eugenia Chusid Phone: (310) 434-2618
			33	367			
			39	696			
City of Los Angeles	ASRP Unit 314&315	CIPP	8	13,220	\$897,259	2003	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	ASRP Unit 369&373	CIPP	8	12,861	\$461,715	2004	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	282			
City of Chula Vista	CMP Rehab. (DR-163)	CIPP	24	463	\$136,700	2004	City of Chula Vista 276 Fourth Avenue Chula Vista, CA Contact: Cesar Magbuhat Phone: (619) 397-6114
			30	83			
City of San Bernardino	"E" Street Rehabilitation	CIPP	8	750	\$95,200	2004	City of San Bernardino 300 North "D" Street San Bernardino, CA 92418 Contact: Al Pagani Phone: (909) 384-5167
			10	1,300			
City of Upland	City Wide Trenchless No.8661	CIPP	8	11,506	\$296,369	2004	City of Upland 1370 N. Benson Avenue Upland, CA 91786 Contact: Eddie Rhee Phone: (909) 931-4273
Goleta West Sanitary District	Phase II Sewer Rehab.	CIPP	6	5,642	\$214,326	2004	Goleta West Sanitary District P.O. Box 4 Goleta, CA 93116 Contact: Mark Nation Phone: (805) 968-2617
			8	1,848			
City of Los Angeles	ASRP Unit 299&300	CIPP	8	6,960	\$418,805	2005	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			12	304			
			15	817			
City of Los Angeles	ASRP Unit 283&340	CIPP	8	8,006	\$296,102	2005	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	391			
			12	306			
City of Bell	Sanitary Sewer Rehab FY 04-05	CIPP	8	1,424	\$50,102	2005	City of Bell 6330 Pine Ave Bell, CA 90201
			10	183			
City of Los Angeles	ASRP Unit 291&292&295	CIPP	8	14,054	\$446,314	2005	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			15	385			
City of Los Angeles	ASRP Unit 293&294	CIPP	8	12,476	\$382,209	2005	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	219			
			15	111			

## rePipe-California Project List

Name of Owner	Project Name	Lining Method	Pipe Size	Lengths	Contract Value	Completed	Name and Address of Owner
LA County Sanitation Dist	Joint Outfall "C" Unit 3F	CIPP	18	456	\$75,570	2005	LA County Sanitation Dist 1755 Workman Mill Road Whittier, CA 90601 Contact: Mike Tatalovich Phone: (310) 638-1611
City of Los Angeles	N.E. Wilshire Area Swr.	CIPP	16 20 22	319 385 775	\$936,318	2005	City of Los Angeles 650 S. Spring Street Los Angeles, CA 90012 Contact: Kevin Schrock Phone: (213) 847-8910
City of Los Angeles	ASRP Unit 354	CIPP	8 10 30	2,943 226 142	\$292,660	2005	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	ASRP Unit 316&320	CIPP	8	26,580	\$1,383,930	2005	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	ASRP Unit 338&339	CIPP	8 10 12	4,843 2,636 927	\$340,444	2005	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Bell	Sanitary Sewer Rehab FY 04-05 No.32-525-7007-0925	CIPP	8	7,971	\$238,774	2005	City of Bell 6330 Pine Ave Bell, CA 90201 Contact: Carlos Alvarado Phone: (323) 588-6211
Goleta West Sanitary District	Phase III Sewer Rehab.	CIPP	6	5,212	\$171,631	2005	Goleta West Sanitary District P.O. Box 4 Goleta, CA 93116 Contact: Mark Nation Phone: (805) 968-2617
City of Los Angeles	ASRP Unit 296&304	CIPP	8 27	17,200 367	\$713,201	2005	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Torrance	Downtown Sewer Rehab	CIPP	6 8 10 12 14	2,900 3,900 265 1,700 420	\$656,677	2006	City of Torrance 3031 Torrance Blvd. Torrance, CA 90503 Contact: Sandy Cohen Phone: (310) 618-3057
City of Los Angeles	ASRP Unit 334&335	CIPP	8 10 16 18	11,500 546 795 272	\$588,150	2006	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	ASRP Unit 305	CIPP	8	8,300	\$263,712	2006	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	ASRP Unit 306&307	CIPP	8 10	21,686 326	\$673,485	2006	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	Lincoln Blvd. and 83rd Street	CIPP	8	1,820	\$75,000	2006	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875

## rePipe-California Project List

Name of Owner	Project Name	Lining Method	Pipe Size	Lengths	Contract Value	Completed	Name and Address of Owner
LA County Sanitation Dist	District 29 Phase II	CIPP	8	5,850	\$399,310	2006	LA County Sanitation Dist 1755 Workman Mill Road Whittier, CA 90601 Contact: Mike Tatalovich Phone: (310) 638-1611
			10	148			
			12	574			
LA County Sanitation Dist	Storm Drain Rehab at WW Plant	CIPP	18	540	\$62,910	2006	LA County Sanitation Dist 1755 Workman Mill Road Whittier, CA 90601 Contact: Mike Tatalovich Phone: (310) 638-1611
LA County Dept. of Public Works	First Street	Ribloc	8	16,862	\$435,441	2006	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
City of Los Angeles	ASRP Unit 308&310	CIPP	8	18,000	\$556,343	2006	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			12	349			
LA County Dept. of Public Works	Flower Street	Ribloc	8	8,069	\$211,741	2006	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
LA County Sanitation Dist	Belvedere Trunk Sewer	CIPP	10	284	\$79,880	2006	LA County Sanitation Dist 1755 Workman Mill Road Whittier, CA 90601 Contact: Mike Tatalovich Phone: (310) 638-1611
			12	280			
			15	300			
LA County Sanitation Dist	Lincoln Ave Trunk Sewer	CIPP	8	1,305	\$77,295	2006	LA County Sanitation Dist 1755 Workman Mill Road Whittier, CA 90601 Contact: Mike Tatalovich Phone: (310) 638-1611
City of San Diego	Sewer Rehab Phase F	Ribloc	8	61,052	\$1,414,634	2006	City of San Diego
City of Los Angeles	ASRP Unit 333&374	CIPP	8	12,161	\$454,578	2006	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	1,665			
LA County Dept. of Public Works	Hammel Street	Ribloc	8	9,970	\$213,090	2007	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
LA County Sanitation Dist	Western Ave Trunk Sewer	CIPP	10	3,180	\$262,133	2007	LA County Sanitation Dist 1755 Workman Mill Road Whittier, CA 90601 Contact: Mike Tatalovich Phone: (310) 638-1611
City of Los Angeles	ASRP Unit 309&311	CIPP	8	11,908	\$388,974	2007	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			12	289			
LA County Dept. of Public Works	Los Angeles River Side Inlets	CIPP	10	125	\$705,372	2007	LA County Dept. of Public Works 900 S. Fremont Ave Alhambra, CA 91803 Contact: Harout Kassabian Phone: (626) 458-4967
			12	799			
			15	50			
			18	887			
			21	141			
			24	646			
			27	46			
			30	349			
			36	424			

## rePipe-California Project List

Name of Owner	Project Name	Lining Method	Pipe Size	Lengths	Contract Value	Completed	Name and Address of Owner
City of Moses Lake	Sewer Lining Project 2006	CIPP	8	27,473	\$612,260	2007	<b>City of Moses Lake</b> 321 South Balsam St Moses Lake, WA 98837 Contact: Shawn O'Brian Phone: (509) 766-9217
			10	2,490			
			12	832			
LA County Dept. of Public Works	McBride Street	Ribloc	8	15,846	\$382,840	2007	<b>LA County Dept. of Public Works</b> 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
City of Concord	Phase II Rehabilitation	CIPP	27	1,765	\$1,343,289	2007	<b>City of Concord</b> 1950 Parkside Drive Concord, CA 94519 Contact: Qumar Kahn Phone: (925) 671-3231
			30	2,141			
			33	3,265			
City of Los Angeles	ASRP Unit 336&337	CIPP	8	7,061	\$667,223	2007	<b>City of Los Angeles</b> 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	541			
			12	3,897			
			15	864			
			16	790			
City of Los Angeles	ASRP Unit 357	CIPP	8	5,507	\$236,827	2007	<b>City of Los Angeles</b> 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	659			
City of Bell	Sanitary Sewer Rehab FY 06-07	CIPP	8	3,092	\$77,749	2007	<b>City of Bell</b> 6330 Pine Ave Bell, CA 90201 Contact: Carlos Alvarado Phone: (323) 588-6211
City of Los Angeles	ASRP Unit 312&313	CIPP	8	18,507	\$655,847	2007	<b>City of Los Angeles</b> 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	834			
LA County Sanitation Dist	Inglewood Trunk Sewer Rehab	CIPP	8	8,360	\$1,898,983	2007	<b>LA County Sanitation Dist</b> 1755 Workman Mill Road Whittier, CA 90601 Contact: Rich Julio Phone: (562) 699-7411 ext.1607
			10	3,778			
			12	5,306			
			15	3,461			
			18	1,538			
City of Los Angeles	ASRP Unit 286&287	CIPP	8	10,821	\$372,713	2007	<b>City of Los Angeles</b> 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	284			
City of Los Angeles	ASRP Unit 288&297	CIPP	8	14,796	\$541,830	2007	<b>City of Los Angeles</b> 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	1,243			
			12	272			
			15	396			
City of Los Angeles	SSRP SO2A & SO2B	CIPP	8	20,690	\$669,830	2007	<b>City of Los Angeles</b> 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	796			
City of Covina	Sewer Rehab. Phase I S-0615	CIPP	8	5,105	\$149,670	2007	<b>City of Covina</b> 125 E. College Street Covina, CA 91723 Contact: Phone: (626) 858-7251
			10	270			
LA County Dept. of Public Works	Los Cerritos/CDR 235	CIPP	18	1,115	\$408,816	2007	<b>LA County Dept. of Public Works</b> 900 S. Fremont St Alhambra, CA 91803 Contact: Norm Cortez Phone: (626) 300-3388
			24	419			
			30	387			
			54	224			

## rePipe-California Project List

Name of Owner	Project Name	Lining Method	Pipe Size	Lengths	Contract Value	Completed	Name and Address of Owner
LA County Dept. of Public Works	Marina Del Rey	Ribloc	8	7,246	\$1,064,010	2007	LA County Dept. of Public Works 900 S. Fremont St Alhambra, CA 91803 Contact: Norm Cortez Phone: (626) 300-3388
			10	2,171			
			12	3,092			
			15	2,770			
City of Los Angeles	Harbor Area CSRP Unit 4	CIPP	8	6,500	\$226,600	2007	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			18	1,963			
			21	136			
			24	179			
LA County Dept. of Public Works	CDR 146	CIPP	18	142	\$183,313	2007	LA County Dept. of Public Works 900 S. Fremont St Alhambra, CA 91803 Contact: Norm Cortez Phone: (626) 300-3388
			21	136			
			24	179			
			30	67			
City of Pasadena	Green Street	Ribloc	8	6,700	\$422,075	2007	City of Pasadena
			12	3,800			
LA County Dept. of Public Works	CDR 232	CIPP	16	124	\$408,306	2007	LA County Dept. of Public Works 900 S. Fremont St Alhambra, CA 91803 Contact: Norm Cortez Phone: (626) 300-3388
			18	1,539			
			21	328			
			24	247			
			30	92			
LA County Dept. of Public Works	CDR 241 & CDR 445	CIPP	21	80	\$156,984	2007	LA County Dept. of Public Works 900 S. Fremont St Alhambra, CA 91803 Contact: Norm Cortez Phone: (626) 300-3388
			24	324			
			36	340			
City of Los Angeles	San Pedro CSRP	CIPP	8	8,190	\$429,894	2007	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
LA County Dept. of Public Works	Michigan Ave	Ribloc	8	15,197	\$490,939	2007	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
City of Fullerton	Sewer Lining 2007	CIPP	8	15,000	\$483,325	2007	City of Fullerton 303 Commonwealth Fullerton, CA 92832 Contact: Vincent Oseguera Phone: (714) 738-6851
			12	25			
			18	537			
			24	165			
City of Villa Park	2006-7 Sewer Rehab Project	CIPP	8	4,574	\$300,840	2007	City of Villa Park 17855 Santiago Blvd. Villa Park, CA 92861 Contact: Buddy Hines Phone: (714) 973-2230
			10	1,297			
			12	598			
City of Los Angeles	SSRP C04 Rose	CIPP	8	4,266	\$180,923	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	163			
			12	236			
City of Los Angeles	SSRP U04A Beverlywood	CIPP	8	9,053	\$304,720	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
LA County Dept. of Public Works	Clela Ave	Ribloc	8	14,203	\$422,311	2008	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
City of Big Bear Lake	2007-2008 Sewer Reline	CIPP	8	7,747	\$320,508	2008	City of Big Bear Lake 39707 Big Bear Blvd. Big Bear Lake, CA 92315 Contact: Joe Cylick Phone: (909) 866-5831

## rePipe-California Project List

Name of Owner	Project Name	Lining Method	Pipe Size	Lengths	Contract Value	Completed	Name and Address of Owner
City of Los Angeles	SSRP H27B Melrose	CIPP	8	1,000	\$75,647	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	272			
			12	15			
City of San Bernardino	Sewer Liner Rehabilitation	CIPP	8 10	5,254 2,216	\$219,400	2008	City of San Bernardino 300 North "D" Street San Bernardino, CA 92418 Contact: Phone:
City of Los Angeles	CSRP Harbor Area Unit4	CIPP	8	7,055	\$289,859	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	SSRP H01 Olympic	CIPP	8 10	12,700 547	\$459,612	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	SSRP H28A Willow Glen	CIPP	8	8,818	\$304,896	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Los Angeles	SSRP H28B Franklin	CIPP	8 10	7,535 633	\$329,572	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Moses Lake	Sewer Lining Project 2008	Ribloc	8	37,300	\$884,564	2008	City of Moses Lake 321 South Balsam St Moses Lake, WA 98837 Contact: Shawn O'Brian Phone: (509) 766-9217
City of Los Angeles	SSRP H28C Sunset	CIPP	8	7,204	\$443,943	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	1,649			
			12	228			
			15	930			
City of Los Angeles	SSRTP S09 Imperial Hwy	CIPP	8	17,509	\$792,014	2009	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
			10	1,352			
			12	1,258			
City of Los Angeles	SSRP H32A Canyon	CIPP	8	4,913	\$218,628	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Chula Vista	Sewer Rehab Program Phase 1	CIPP	15	600	\$138,490	2008	City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91910 Contact: Phone:
LA County Dept. of Public Works	Olympic Ave	Ribloc	8	9,224	\$269,980	2008	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
			10	144			
City of Los Angeles	SSRP H29A Laurel Canyon	CIPP	8	13,691	\$517,641	2008	City of Los Angeles 1149 S. Broadway Los Angeles, CA 90014 Contact: Iftekhar Ahmed Phone: (213) 485-5875
City of Villa Park	2007-8 Sewer Lining	CIPP	8	7,377	\$358,689	2008	City of Villa Park 17855 Santiago Blvd. Villa Park, CA 92861 Contact: Buddy Hines Phone: (714) 973-2230
			10	391			
			12	49			
			21	30			

## rePipe-California Project List

Name of Owner	Project Name	Lining Method	Pipe Size	Lengths	Contract Value	Completed	Name and Address of Owner
City of Rancho Palos Verdes	2008 Storm Drain Lining	CIPP	18	1,649	\$273,663	2008	City of Rancho Palos Verdes 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275 Contact: Ron Dragoo Phone: (310) 544-5250
			24	422			
			36	110			
			42	96			
			54	60			
LA County Dept. of Public Works	CDR 438	CIPP	12	122	\$108,058	2008	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
			15	149			
			18	509			
City of Seal Beach	SWR 100 Sewer Rehab	CIPP	8	2,650	\$243,425	2008	City of Seal Beach 211 8th Street Seal Beach, CA 90740 Contact: Michael Ho Phone: (562) 431-2527
LA County Sanitation Dist	California Ave	CIPP	12	371	\$41,331	2008	LA County Sanitation Dist 1755 Workman Mill Road Whittier, CA 90601 Contact: Rich Julio Phone: (562) 699-7411 ext.1607
City of Thousand Oaks	CIPP Lining Phase 2	CIPP	8	454	\$238,882	2008	City of Thousand Oaks 2100 Thousand Oaks Blvd. Thousand Oaks, CA 91362 Contact: Roner Castillo Phone: (805) 449-2400
			10	1,951			
LA County Dept. of Public Works	Amalia Ave	Ribloc	8	10,109	\$335,321	2008	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
			15	168			
City of Richland	2008 Sanitary Sewer Trenchless	CIPP	6	4,215	\$837,677	2008	City of Richland 505 Swift Blvd. Richland, WA 99352 Contact: Sheldon Williams Phone: (509) 942-7492
			8	20,224			
			10	1,689			
			12	316			
City of Big Bear Lake	Sewer Reline Project 2008	CIPP	8	5,835	\$258,889	2008	City of Big Bear Lake 39707 Big Bear Blvd. Big Bear Lake, CA 92315 Contact: Joe Cylwick Phone: (909) 866-5831
			12	540			
City of San Diego	Sewer Rehab Phase F	Ribloc	8	44,439	\$1,058,856	2009	City of San Diego
			10	2,088			
LA County Dept. of Public Works	CMP Lining Phase 1C	CIPP	12	937	\$1,097,086	2009	LA County Dept. of Public Works 900 S. Fremont Ave. Alhambra, CA 91803 Contact: Keith Lehto Phone: (626) 300-3304
			15	398			
			18	4,123			
			21	544			
			24	1,553			
			36	1,537			

Running totals

930,445 \$ 39,163,860

**REFERENCES**

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

Work Description & Contract Amount	Agency	Date Completed
SEE ATTACHED REPIPE - CALIFORNIA, INC. PROJECT LIST		

Contractor's License No.: 814303 Class: A

a. Date first obtained: 10/31/02 Expiration 10/31/10

b. Has License ever been suspended or revoked? No

If yes, describe when and why: N/A

c. Any current claims against License or Bond? No

If yes, describe claims: N/A

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>SEE ATTACHED LIST OF OFFICERS FOR REPIPE - CALIFORNIA, INC.</u>		

**WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
REPIPE-CALIFORNIA, INC.**

The undersigned, being all of the directors of REPIPE-CALIFORNIA, INC., a Delaware corporation (the "Company"), declare that the actions expressed in the following resolutions are hereby taken by the board of directors (the "Board") of the Company on May 15, 2008.

**CONFIRMATION OF OFFICERS:**

**RESOLVED**, that the Board hereby ratifies and confirms that the following persons are the duly elected and appointed officers of the Company, serving in the capacity set forth opposite their respective names below:

<u>Name</u>	<u>Office</u>
Jeffrey Stark	President & CEO
David Schopp	Vice President
Dora Mares	Treasurer
Mark Neumann	Vice President
Thomas Lyon	Vice President & Assistant Secretary
Thomas Morse	Chief Financial Officer & Assistant Secretary
Steve Labarre	Secretary

**FURTHER RESOLVED**, that the officers of the Corporation are hereby severally authorized, for and on behalf of and in the name of the Corporation, to enter into and deliver any and all bids and contract documents relating to the business of the Corporation.

**COPIES**

**RESOLVED**, that copies (facsimile, photo static or otherwise) of signatures to this Written Consent shall be deemed to be originals, and may be relied on to the same extent as the originals.

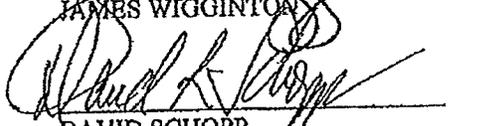
[Signatures to follow on next page]

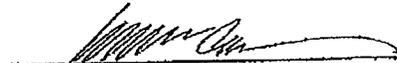
IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of rePipe-California, Inc., a Delaware corporation as of the date set forth above.

BOARD OF DIRECTORS:

  
MARK MCCAMMON

  
JAMES WIGGINTON

  
DAVID SCHOPP

  
KATHLEEN MCCANN

  
YAEV LEVIN

**WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
RE-PIPE CALIFORNIA, INC.**

WHEREAS, the undersigned are all of the directors of RE-PIPE CALIFORNIA, INC., a Delaware corporation (the "Corporation"), and desire that the actions expressed in the resolutions set forth below be taken.

NOW, THEREFORE, the undersigned hereby declare that the actions expressed in the following resolutions are hereby taken by the Board of Directors (the "Board") of the Corporation as of August \_\_, 2008.

**RESIGNATION OF OFFICER**

RESOLVED, that the resignation of Jeffrey Stark as President and Chief Executive Officer of the Corporation be and hereby is accepted.

**APPOINTMENT OF OFFICER**

RESOLVED, that the following person is hereby elected as an officer of the Corporation to serve in the capacity or capacities set forth opposite his respective name:

<u>Name</u>	<u>Office</u>
Joseph Cutillo	President & Chief Executive Officer

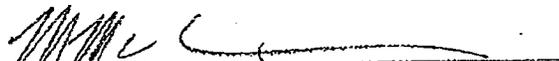
**COUNTERPARTS; COPIES OF SIGNATURES**

RESOLVED, that this Written Consent may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

RESOLVED, FURTHER, that copies (photostatic, facsimile or otherwise) of signatures to this Written Consent shall be deemed to be originals and may be relied on to the same extent as the originals.

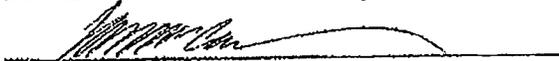
[Signatures to follow on next page]

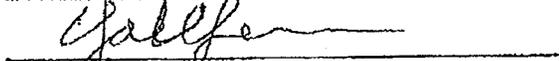
IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of Re-Pipe California, Inc., a Delaware corporation, as of the date first written above.

  
MARK MCCAMMON

  
JAMES WIGGINTON

  
DAVID SCHOPP

  
KATHLEEN MCCANN

  
YALE LEVIN

B 2009-33

DBE

**DBE BIDDERS LIST  
B 2009-33**

All bidders are requested to provide the following information for all DBE and non-DBE contractors or consultants, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor and must be submitted with their bid. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: <u>RE PIPE - CALIFORNIA, INC.</u>	Phone: <u>(909) 291-4050</u>
Address: <u>5525 E. GIBRALTAR ST. ONTARIO CA 91764</u>	Fax: <u>(909) 291-4070</u>
Contact Person: <u>MARK NEUMANN</u>	No. of years in business: <u>7 yrs.</u>
Is the firm currently certified as a DBE under 49 CFR Part 26? YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm: <u>PIPELINE REHABILITATION SERVICES</u>	
<b>What were your firm's gross annual receipts for last year?</b>	
Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million ✓ More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

B 2009-33

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Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26? YES: ___ NO: ___	
Type of work/services/materials provided by firm: _____ _____	
<b>What were your firm's gross annual receipts for last year?</b>	
Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million	

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B 2009-33

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Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26? YES: ___ NO: ___	
Type of work/services/materials provided by firm: _____ _____	
<b>What were your firm's gross annual receipts for last year?</b>	
Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million	

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B 2009-33

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Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26? YES: ___ NO: ___	
Type of work/services/materials provided by firm: _____ _____	
<b>What were your firm's gross annual receipts for last year?</b>	
<p>Less than \$1 Million  Less than \$5 Million  Less than \$10 Million  Less than \$15 Million  More than \$15 Million</p>	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

B 2009-33

DBE

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Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26? YES: ___ NO: ___	
Type of work/services/materials provided by firm: _____ _____	
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Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million	

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B 2009-33

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Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26? YES: ___ NO: ___	
Type of work/services/materials provided by firm: _____ _____	
<b>What were your firm's gross annual receipts for last year?</b>	
Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

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

Yes/No: No

Federal/State: N/A

If "yes," identify and describe, (including agency and status): N/A

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Have the penalties been paid? Yes/No: N/A

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

Yes/No: NO Code/Laws: N/A Section/Article: N/A

If "yes," identify and describe, (including agency and status): N/A

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DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: NO. If yes, provide the following information (if more than once, use separate sheets):

Date: N/A Entity: \_\_\_\_\_

Location: N/A \_\_\_\_\_

Reason: N/A \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide Status and any Supplemental Statement: N/A \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your firm been reinstated by this entity? Yes/No: N/A \_\_\_\_\_



By facsimile from (310) 618-2931  
including facesheet 3 pages

**\* IMPORTANT \***

**Addendum #1**

**B2009-33**

**Bid for Construction of Downtown Sewer  
Rehabilitation CIP No. I-69**

**DATE:** September 10, 2009

**TO:** Felipe Davila, Alexander Demolition & Hauling  
Hector Hernandez, L.B.I. Engineers - Builders  
Jennifer Allen, PIPEnology, Inc.  
Kenny Pipitone, Insituform Technologies, Inc.  
Denise Carroll, Insituform Technologies, Inc.  
Terry Henry, Insituform Technologies, Inc.  
**Tom Lyon, rePipe-California, Inc.**  
Dale Fike, Sancon Engineering, Inc.  
Wilma Roberts, DownStream Services, Inc.  
Daniel Rapoport, Godwin Pumps  
Crissa Phillips, Excel Paving Company  
Gary Downey, Sully-Miller Contracting Company  
Deborah Bermudez, Prkacin Company  
Susan Sikes, Southwest Pipeline and Trenchless Corp.  
Jayce Brunner, Bali Construction, Inc.

**FROM:** City of Torrance  
City Clerk's Office  
(310) 618-2870

**RE:** B2009-33 Bid for Construction of Downtown Sewer Rehabilitation  
CIP No. I-69

Attached for your review is Addendum #1 for  
B2009-33 Bid for Construction of Downtown Sewer  
Rehabilitation, CIP No. I-69

The bid opening date remains the same,  
Thursday, September 17, 2009.

CITY OF TORRANCE, CALIFORNIA

## ADDENDUM NO. 1

Issued: September 10, 2009

TO

PROPOSAL, SPECIFICATIONS, BOND AND  
AFFIDAVIT FOR THE CONSTRUCTION OFDOWNTOWN SEWER REHABILITATION  
CIP No. I-69

B 2009-33

Please note the following changes and/or additions to the Plans and Specifications for the project indicated above. The bidder shall execute the certification at the end of this addendum, and shall **attach the addendum to the Contract Documents submitted with the Bid**. In addition, the bidder shall fill out and submit the "Acknowledgment of Addenda Received" Form provided in Section C of the Specifications.

**SPECIAL PROVISIONS**Section 210-2.2.7 **Manholes**

Change the first sentence as follows:

The interior of new manholes shall be coated with air-placed concrete (APC) and polyurethane protective lining per Subsection 500-2.4.

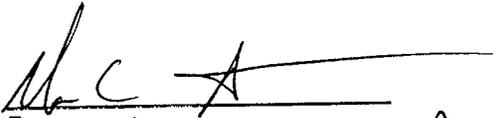
By Order of the City Engineer

JOHN DETTLE  
City Engineer

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein.

REPIPE-CALIFORNIA, INC.  
Bidder

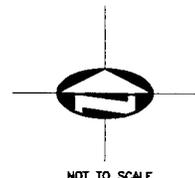
  
By MARK NEUMANN - VICE PRESIDENT

SEPTEMBER 16, 2009  
Date

\*\*\*\*\* Submit this executed form with the bid.



# DOWNTOWN SEWER REHABILITATION CIP No. I-69 PROJECT LOCATION MAP



## LEGEND:

- CONSTRUCT NEW MANHOLE
- SPOT REPAIR
- INSERT LINER INTO EXIST. PIPE
- △ REHABILITATE EXIST. MANHOLE
- REHABILITATE MANHOLE AND REPAIR CHANNEL

