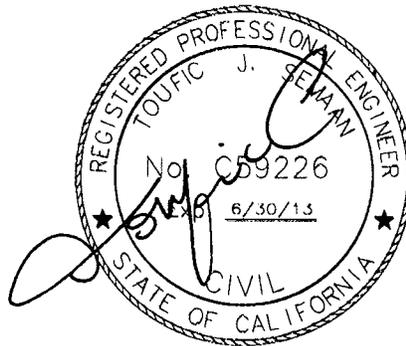
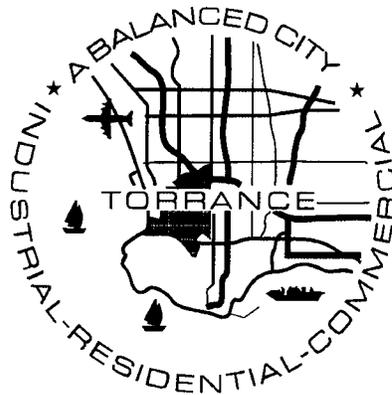


**PROPOSAL, SPECIFICATIONS, BOND
AND AFFIDAVIT
FOR THE CONSTRUCTION OF
BUS STOP ACCESSIBILITY IMPROVEMENTS
(CDBG #601414-11)**

B2011- 40



**TOUFIC (TED) SEMAAN
Acting City Engineer**

August 2011

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SECTION A

NOTICE INVITING BIDS

CITY OF TORRANCE, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, October 13, 2011**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF
BUS STOP ACCESSIBILITY IMPROVEMENTS
(CDBG #601414-11)
B2011-40**

The official and required form of Proposal must be obtained at the Office of the City Clerk at Torrance City Hall, 3031 Torrance Boulevard, Torrance, California. (310) 618-2870. There is no cost if obtained at City Hall. A payment of \$5 is required if delivery is requested by mail. The \$5 includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, mailing address, telephone and fax numbers, a contact person and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

Plans, Bid Proposal (for reference only) and Specifications also are available for viewing and printing from the City's website at <http://www.torranceca.gov/23318.htm> However, those who only view and/or print the Plans, Bid Schedule and Specifications from the City's website will not be added to the City's Plan Holder list for this project.

Specifications and plans booklet may also be obtained at the Office of the City Clerk at Torrance City Hall upon payment of \$20 if obtained at City Hall, or payment of \$25 if requested by mail. Both amounts include tax and neither amount is refundable. The \$20 or \$25 includes a copy of the official form of Proposal.

If requesting any item(s) by mail, please send check to the following:

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2011-40**

The Engineer's estimate of the contract total is between **\$140,000 and \$160,000**. All work shall be completed within **60** working days from the date of the Notice to Proceed (NTP).

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

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

The City has determined that either a Class **A** or **C8** Contractor's license is necessary to bid this project.

THIS PROJECT IS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND IS SUBJECT TO ALL FEDERAL RULES AND REGULATIONS INCLUDED IN THESE CONTRACT DOCUMENTS.

This is a Federally-assisted construction contract. Federal Labor Standards Provisions outlined in the enclosed HUD-1040 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening and can be found on-line at <http://www.wdol.gov>. In the event of a conflict between Federal and State prevailing wage rates, the higher of the two will prevail.

Pursuant to Section 1770 et seq. of the California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Certified payrolls shall be submitted weekly by the contractor hired for this project.

A bidder must submit completed and signed forms with its bid proposal.

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The City of Torrance hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

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

For questions or information, please contact Lea Reis or Ted Semaan in the Public Works Department at (310) 781-6900.

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

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

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Public Works Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2nd lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda (electronically only) to the Contract Documents during the period of advertising for any reason. The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder.

Required Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda Acknowledgment
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) Violations of Federal or State Law
- 8) Disqualification or Debarment
- 9) DBE Bidders List
- 10) Documents required for CDBG-funded Construction projects

All prices submitted will be considered as including any and all sales or use taxes. In the case of discrepancy between unit bid price and total bid, the unit price shall prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

The City requires that Disadvantaged Business Enterprise (DBE) have the opportunity to participate in public works projects. All proposing prime bidders are required to submit a DBE Bidder's List form for each subcontractor and supplier, whether DBE or not, contacted during preparation of the Bid.

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

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

G. AWARD OF CONTRACT

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

H. EXECUTION OF CONTRACT

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

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

I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law concerning the employment of apprentices by the contractor or any subcontractor under them.

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

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

K. INSURANCE

The Contractor shall maintain Insurance as specified in the Public Works Agreement included in Section D of these Specifications.

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit its question(s) in writing to the Torrance Public Works Department. All questions must be emailed to both Mr. Ted Semaan, Acting City Engineer at TSemaan@torranceca.gov and to Ms. Lea Reis, Associate Engineer at Lreis@torranceca.gov . Please list "**BUS STOP ACCESSIBILITY IMPROVEMENTS**" in the subject line of the email.

All questions must be received no later than 5:00 p.m. on the Thursday 1-week prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Ms. Lea Reis directly at (310) 618-3055.

SECTION C
BID DOCUMENTS

BIDDER'S PROPOSAL

Company: _____

Total Bid: _____

**BUS STOP ACCESSIBILITY IMPROVEMENTS
(CDBG #601414-11)
B2011-40**

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

Members of the Council:

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

**BID SCHEDULE
(CDBG funds will be used for payment)**

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	SOUTH BOUND -ANZA / 190th ST PER LOCATION MAP –RELOCATE SIGN POST AND TRASH BIN OUTSIDE OF NEW PAD AREA. REPLACE BUS STOP SIGN WITH NEW SIGN (TO BE PROVIDED BY THE CITY). REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 6.5 FT AROUND SD CATCH BASIN.	\$	\$
2	1	LS	NORTH BOUND - ANZA / EMERALD ST PER LOCATION MAP -REMOVE AND DISPOSE OF EXISTING AC PAD AND SOD. RELOCATE TRASH BIN POLE OUTSIDE OF NEW PAD AREA. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 7.5 FT SOUTH OF FIRE HYDRANT.	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
3	1	LS	SOUTH BOUND ANZA / EMERALD ST PER LOCATION MAP -REMOVE AND DISPOSE OF AC PAD, CONCRETE AND SOD. RELOCATE SIGN POST SOUTH OF NEW PAD AREA, REPLACE TORRANCE BUS STOP SIGN WITH NEW SIGN (TO BE PROVIDED BY THE CITY), COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 31 FT x 7.5 FT NORTH OF POWER POLE.	\$	\$
4		LS	SOUTH BOUND ANZA / SPENCER ST PER LOCATION MAP – REMOVE AND DISPOSE OF BRICKS, COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 21 FT x 3.5 FT	\$	\$
5	1	LS	NORTH BOUND ANZA / SPENCER ST PER LOCATION MAP -REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 7.5 FT SOUTH OF TRASH BIN.	\$	\$
6			INTENTIONALLY DELETED	\$	\$
7	1	LS	SOUTH BOUND ARLINGTON / PLAZA DEL AMO ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 4 FT NORTH OF BUS STOP SIGN.	\$	\$
8	1	LS	WEST BOUND ARTESIA / AINSWORTH ST PER LOCATION MAP - RELOCATE EXISTING SIGN POST AND TRASH BIN TO THE WEST OF PAD, REPLACE TORRANCE BUS STOP SIGN (TO BE PROVIDED BY THE CITY).	\$	\$
9	1	LS	WEST BOUND ARTESIA / AMIE ST PER LOCATION MAP - RELOCATE SIGN POST AND TRASH BIN TO WEST OF PAD, REPLACE TORRANCE BUS STOP SIGN (TO BE PROVIDED BY THE CITY)	\$	\$
10	1	LS	EAST BOUND ARTESIA / CASIMIR ST PER LOCATION MAP -REMOVE AND	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
			DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 15 FT x 4.5 FT WEST OF AND ADJACENT TO EXISTING BUS PAD.		
11	1	LS	WEST BOUND ARTESIA / CASIMIR ST PER LOCATION MAP - RELOCATE SIGN POST AND TRASH BINS TO OUTSIDE OF PAD AREA.	\$	\$
12	1	LS	WEST BOUND ARTESIA / PRAIRIE AV PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 12 FT x 4.5 FT EAST OF AND ADJACENT TO EXISTING PAD.	\$	\$
13	1	LS	NORTH BOUND CRENSHAW BL / 178TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 20 FT x 5.5 FT NORTHERLY FROM LIGHT POLE.	\$	\$
14	1	LS	NORTH BOUND CRENSHAW BL / 178TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 6 FT SOUTH OF SIGN POST	\$	\$
15	1	LS	NORTH BOUND CRENSHAW BL / 186TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 4.5 FT SOUTH OF TRASH BIN.	\$	\$
16	1	LS	SOUTH BOUND CRENSHAW BL / 208TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOIL/SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5 FT, SOUTH OF POWER POLE.	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
17	1	LS	NORTH BOUND CRENSHAW BL / MARICOPA ST PER LOCATION MAP - REMOVE EXISTING SIGN, INSTALL NEW SIGN AND SIGN POST ON NORTH WEST CORNER.	\$	\$
18			INTENTIONALLY DELETED	\$	\$
19			INTENTIONALLY DELETED	\$	\$
20	1	LS	EAST BOUND TORRANCE BL / COTA AV PER LOCATION MAP -REMOVE AND REPLACE 5 FT X 20 FT CONC. SIDEWALK, REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 19 FT x 7 FT WEST OF TRASH BIN.	\$	\$
21	1	LS	WEST BOUND TORRANCE BL / FERN AV PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 23 FT x 5.5 FT EAST OF AND ADJACENT TO EXISTING PAD AREA.	\$	\$
22	1	LS	WEST BOUND TORRANCE BL / HICKORY AV PER LOCATION MAP- REMOVE AND DISPOSE OF AC PAD AND SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5 FT EAST FROM TRAFFIC LIGHT.	\$	\$
23	1	LS	WEST BOUND TORRANCE BL / KORNBLUM AV PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5 FT EAST FROM LIGHT POLE.	\$	\$
24	1	LS	EAST BOUND TORRANCE BL / KORNBLUM AV PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5 FT EAST FROM LIGHT POLE.	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
25	1	LS	SOUTH BOUND TORRANCE BL / FAYSMITH AV PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 23 FT x 5.5 FT NORTH OF BUS STOP SIGN.	\$	\$
26	1	LS	SOUTH BOUND MADRONA AV / PLAZA DEL AMO PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT NORTH OF BUS STOP SIGN.	\$	\$
27	1	LS	NORTH BOUND MADRONA AV / CITY YARD PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 17 FT x 4 FT NORTH OF AND ADJACENT TO EXISTING BUS PAD AREA.	\$	\$
28	1	LS	WEST BOUND SEPULVEDA BL / HICKORY AV PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 4.5 FT, EAST OF TRAFFIC VAULT.	\$	\$
29	1	LS	EAST BOUND SEPULVEDA BL / ELLINWOOD AV PER LOCATION MAP - REMOVE AND DISPOSE OF EXISTING AC PAD, AND SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT, WEST OF BUS STOP SIGN.	\$	\$
30	1	LS	WEST BOUND SEPULVEDA BL / ELLINWOOD AV PER LOCATION MAP - REMOVE AND DISPOSE AC PAD AND SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT, WEST OF BUS STOP SIGN.	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
31	1	LS	SOUTH BOUND PALOS VERDE BL / PASEO DEL LA PLAYA PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT NORTH OF AND ADJACENT TO EXISTING SIDEWALK.	\$	\$
32	1	LS	NORTH BOUND VAN NESS BL / 190TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF AC PAD AND SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 21 FT x 5.5 FT, SOUTH OF POWER POLE.	\$	\$
33	1	LS	SOUTH BOUND VAN NESS BL / TOYOTA WAY PER LOCATION MAP - REMOVE AND DISPOSE OF SOD/PLANTS. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 4 FT SOUTH OF POWER POLE.	\$	\$
34	1	LS	NORTH BOUND VAN NESS BL / TOYOTA WAY PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 19.5 FT x 5.5 FT SOUTH OF AND ADJACENT TO EXISTING BUS PAD.	\$	\$
35	1	LS	SOUTH BOUND VAN NESS BL / DEL AMO BL PER LOCATION MAP -REMOVE AND DISPOSE OF SOD/DIRT AND AC PAD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT NORTH OF TRAFFIC LIGHT.	\$	\$
36			INTENTIONALLY DELETED	\$	\$
37	1	LS	NORTH BOUND VAN NESS BL / HARPERS WAY PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT SOUTH OF LIGHT POLE.	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
38	1	LS	NORTH BOUND VAN NESS BL / ARLINGTON AV PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT BETWEEN LIGHT POLE AND TREE.	\$	\$
39	1	LS	NORTH BOUND VAN NESS BL / TORRANCE BL PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 17 FT x 3.5 FT BETWEEN TREES.	\$	\$
40	1	LS	SOUTH BOUND ARLINGTON AV / 220TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT NORTH OF TRASH BIN.	\$	\$
41	1	LS	NORTH BOUND ARLINGTON AV / 220TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT SOUTH OF TRASH BIN	\$	\$
42	1	LS	SOUTH BOUND AT ARLINGTON AV / 231ST ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT SOUTH OF BUS STOP SIGN.	\$	\$
43	1	LS	NORTH BOUND ARLINGTON AV / 235TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT SOUTH OF CATCH BASIN.	\$	\$
44	1	LS	NORTH BOUND ARLINGTON AV / 237TH ST PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
			15 FT x5.5 FT SOUTH OF CATCH BASIN AND 15 X 2.0 BEHIND BENCH		
45	1	LS	SOUTH BOUND ARLINGTON AV / 239TH ST PER LOCATION MAP – REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT NORTH OF BUS STOP SIGN.	\$	\$
46	1	LS	EAST BOUND 190TH ST / VAN NESS BL PER LOCATION MAP - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT WEST OF BUS STOP SIGN.	\$	\$

TOTAL BID PRICE \$ _____
 (Figures)*

TOTAL BID PRICE: _____
 (Words)*

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

B2011-40

B2011-40

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.

Contractor

Date: _____ By: _____

Contractor's State License _____ Address: _____

No. _____

Class _____ Phone: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2011-40

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

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

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
 }
COUNTY OF _____}

B2011-40

_____, being first duly sworn, deposes and says:

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

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of BUS STOP ACCESSIBILITY IMPROVEMENTS (CDBG #601414-11); B2011-40;

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 _____ day of _____, 201__.

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

(Contractor)

(Title)

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

BID BOND

B2011-40

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of _____ dollars (\$_____), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. **B2011-40**, said work being: the Construction of **BUS STOP ACCESSIBILITY IMPROVEMENTS (CDBG #601414-11)** and in compliance with the Specifications thereof under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 201__.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____

LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: _____

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

CA License Number, Classification and Type: _____

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

(List only work that is similar in scope, magnitude and degree of difficulty and completed by the Contractor within the past three [3] years.)

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

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

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

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

REFERENCES

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration _____

b. Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

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

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

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: _____ Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

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

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

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: _____. If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes/No: _____

DBE BIDDERS LIST

All bidders are required to provide the following information for each DBE and non-DBE subcontractor or subconsultant who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. 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: _____	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? _____ _____	
What was your firm's Gross Annual receipts for last year?	
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.

NOTICE TO BIDDERS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMPLIANCE DOCUMENTS FOR CONSTRUCTION CONTRACTS of \$100,000 or more

A Bidder is required to familiarize itself with the information provided on the following pages. Failure to comply with and/or meet the requirements may result in a bid being determined incomplete or non-responsive.

A bidder is required to submit the following Compliance forms with its Bid Proposal:

- 1: County Lobbying Certification (C-28)
- 2: Request for Additional Classification and Rate (C-30)
- 3: Contractor's List of Proposed Subcontractors (C-31)
- 4: Worker's Compensation Certification (C-32)
- 5: Non-Segregated Facilities Certification C-33)
- 6: Past Performance Certification (C-34)
- 7: Notice of Equal Employment Opportunity Commitment (C-45)
- 8: Non Collusive Affidavit (C-46)
- 9: Federal Lobbying Certification (C-47)

CONFLICT OF INTEREST:

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION REQUIREMENTS:

Construction contracts of \$100,000 or more require all bidders to commit to providing equal employment, training and contracting opportunities without discrimination.

CONTRACTOR'S DUTY TO PAY PREVAILING WAGES:

In addition to California Labor Code Section 1770 et seq., federally assisted construction contracts of \$2,000 or more require compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

This construction project is being funded in whole or in part with U.S. Department of Housing & Urban Development (HUD) Federal Community Development Block Grant (CDBG) funds. Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage requirement, the higher of the two will prevail.

Workers must be paid each week, no less than the hourly wage rate plus the hourly fringe benefit listed in the Federal Wage Decision. Work classifications reported on weekly payroll reports must conform to the appropriate work classification listed on the Federal Wage Decision. Number: CA_____ Modification Number: _____ dated _____ (in effect 10 days prior to opening of this bid)

COMPETITIVE BID CONTRACTS:

The Prime Contractor must ensure that each sub-contractor and lower-tier contractor receives a copy of the Federal Wage Decision and the Federal Labor Standards Provisions (HUD-4010 form). Each contractor, sub-contractor and lower-tier contractor is responsible for reviewing the Wage Decision in advance to insure each work classification to be used is listed on the Wage Decision. Work Classifications or Wage Rates paid to workers for any work performed on this project that do not conform to the work classifications or wage rates listed in the Federal Wage Decision **MUST BE APPROVED IN ADVANCE BY HUD.**

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL WAGE DECISION

On the following pages is the Federal Wage Decision at the time this document was prepared and issued.

The “current Federal Wage Decision” is the one in effect 10-days prior to the bid opening date and can be found on-line at <http://www.wdol.gov>.

Any revisions to the applicable federal wage rates, up to 10 days before bid opening, shall be identified by the issuance of an addendum with the corresponding Internet Website address of where the revisions can be found.



**Community Development Commission
County of Los Angeles**

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

**CONTRACTING WITH SMALL BUSINESS
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
 - a. Including qualified Small Business and Minority Firms on solicitation lists.
 - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE	HUD FORM 4230A <small>OMB Approval Number 2501-0011 (Exp. 01/31/2010)</small>
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1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
	3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway
--	--

6. WAGE DECISION NO. (Include modification number, if any) <input type="checkbox"/> COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE
---	--

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
--	--

Check All That Apply:

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

Check One:

- Approved, meets all criteria. DOL confirmation requested.
- One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Agency Representative <i>(Typed name and signature)</i> </div> <div style="width: 45%;"> _____ Date </div> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ Phone Number </div>	FOR HUD USE ONLY LR2000: Log in: Log out:
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HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

NON-SEGREGATED FACILITIES CERTIFICATION
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____ Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS

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

Date: _____ Project Number: _____ Contract Award: \$ _____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees _____

Affiliate Company: _____

By: _____

Title: _____

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

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

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the

goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
 - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
 - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
 - (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

or South American or other Spanish culture or origin, regardless of race);

- (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs

office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for

referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1)

through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the

Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
 - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
 - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
 - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.
 9. **Copeland "Anti-Kickback" Act (47 USC 276(c))** requires that workers be paid at least once a week without any deductions or rebates except permissible deductions. Permissible deductions include taxes, deductions the worker authorizes in writing, and deductions required by court processes. The Act also requires contractors to submit payroll records weekly along with Statements of Compliance to the contracting agency. The Copeland Act applies to all contracts covered by Davis-Bacon.
 10. **Contract Work Hours and Safety Standards Act - CWHSSA (40 USC 327 - 333)** requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage for any time worked after 40 hours in one week. This provision applies to all construction contracts using State CDBG funds.

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)

By: _____

(Signature)

(Date)

(Title)

NONCOLLUSION AFFIDAVIT

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

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

State of California)

County of _____)

_____, being first duly sworn, deposes and says that, he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: _____ Project Number: _____

Company: _____

Address: _____

Signature: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED TO BEFORE ME



This _____ day of _____, 20_____

/s/ Notary Public: _____

My Commission Expires: _____

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish to* the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act**, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control **Act, as amended, (33 USC 1318) relating to** inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

SECTION D

**DOCUMENTS TO BE COMPLETED
AND DELIVERED TO CITY PRIOR
TO AWARD OF CONTRACT**

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 _____, 2011, with the said City of Torrance for the Construction of **BUS STOP ACCESSIBILITY IMPROVEMENTS (CDBG #601414-11), B2011-40**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

PERFORMANCE BOND (CONTINUED)

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

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

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Torrance for the Construction of **BUS STOP ACCESSIBILITY IMPROVEMENTS (CDBG #601414-11), B2011-40**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

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

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

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 201____ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and _____ ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct **BUS STOP ACCESSIBILITY IMPROVEMENTS (CDBG #601414-11), B2011-40;**
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **BUS STOP ACCESSIBILITY IMPROVEMENTS (CDBG #601414-11), B2011-40**, Notice Inviting Bids No. B2011-40 (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 \$_____ ("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:

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 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.

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 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:

Fax: _____

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

Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
(name)
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF
BUS STOP ACCESSIBILITY IMPROVRMRNTS (CDBG #601414-11)**

B2011-40

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

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

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

Duly Authorized Agent

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

Date: _____
Expiration Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

CONTRACTOR

By: _____

Title: _____

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (latest edition) and the Standard Specifications of the State of California Department of Transportation (Caltrans), latest edition, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.

**SECTION E
SPECIAL PROVISIONS**

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PART 1 – GENERAL PROVISIONS

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS. Add or redefine the following:

Agency – The City of Torrance, herein referred to as CITY.

Board – The City Council of the City of Torrance, herein referred to as City Council.

Engineer – The Public Works Director and/or City Engineer of the City of Torrance, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Claim – A separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Agency.

1-3 ABBREVIATIONS.

1-3.2 Common Usage. Add the following abbreviations:

Approx	Approximate
Exist.	Existing
L.A.C.D.P.W.	Los Angeles County Department of Public Works
Med.	Median
M.L.	Main Line
OH	Overhead
Ped.	Pedestrian
Reconst.	Reconstruct
SSPWC	Standard Specifications for Public Works Construction
SPPWC	Standard Plans for Public Works Construction
Temp.	Temporary

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Replace the entire subsection with the following:

Within ten (10) working days after the date of the CITY'S award of contract, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

2-4 CONTRACT BONDS. Revise the second sentence of the fourth paragraph to read as follows:

The "Performance Bond" shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance by the Engineer.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. Add the following sentence to the first paragraph to read as follows:

The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

Add the following subsections:

2-5.1.1 Plans. Included as part of the Contract Documents are the following, which show the location, character, dimensions or details of the Work:

1) Project Plans

The plans and data provided with the Contract Documents are based on existing plans and documents. The plans and data are provided for information only. The Owner does not guarantee their accuracy and correctness. If the Bidder in preparing the Bid Proposal uses this information, the Bidder assumes all risks resulting from conditions differing from the information shown. The Bidder, in consideration for the information being provided, hereby releases the Owner and Consulting Engineer from any responsibility of obligation as to the accuracy of such information or for any additional compensation for work performed due to assumptions based on the use of such information.

2) Standard Plans

- a. City of Torrance Standard Plans, latest edition
- b. Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), latest edition

Applicable Standard Plans and information for this project are included in the Appendices of these Specifications.

2-5.1.2 Specifications. The Work shall be performed or executed in accordance with these Special Provisions and the following:

- 1) Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) Sections 56-2, 84, 85, and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition

2-5.2 Precedence of Contract Documents. Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies
- 2) Change Orders (including Plans and Specifications attached thereto)
- 3) Public Works Agreement
- 4) Addenda
- 5) Special and General Provisions
- 6) Plans
- 7) City Standard Plans
- 8) Other Standard Plans
- 9) Standard Specifications for Public Works Construction
- 10) Reference Specifications

With reference to the Plans/Drawings, the order of precedence is as follows:

- 1) Change Order plans govern over Addenda and Contract plans
- 2) Addenda plans govern over Contract plans
- 3) Contract plans govern over standard plans
- 4) Detail plans govern over general plans
- 5) Figures govern over scaled dimensions

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements
- 3) Special Provisions
- 4) Instruction to Bidders
- 5) Referenced Standard Plans
- 6) Referenced Standard Specifications

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY's fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with 3-3. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

2-5.3.4 Supporting Information. Add the following:

The following additional information items are required:

- 9) Crushed miscellaneous base mix design/properties
- 10) Proposed Hauling Route(s) for Construction Material
- 11) Concrete mix designs

In addition to the above, submittals may be required for any product, manufactured item, or system not specifically listed above.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Examination of Contract Documents:

2-5.4 Examination of Documents. The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

2-6 WORK TO BE DONE. Add the following:

The Work generally consists of removal of dirt, concrete, AC pavement, relocation or removal of signs, trash cans, trees, and construction of concrete pad and other items not mentioned that are required and included in these Specifications.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. In the second sentence of the first paragraph, "The Engineer, or the owner at its cost," shall be replaced with "The Contractor, as part of this contract,"

2-9.2 Survey Service. Replace the entire subsection with the following:

All construction surveying necessary to complete the Work shown on the Plans and provided in these Contract Documents shall be accomplished by or under the direction of a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying in the State of California, retained or provided by the Contractor. The CITY reserves the right to direct additional construction survey work be performed at no additional cost when the CITY determines it is required to adequately construct the Work. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness.

The Contractor shall notify the Engineer in writing at least 2 working days prior to the actual survey. The Contractor shall provide the traffic control necessary for construction surveying. Prior to disturbing survey monuments, the Contractor shall notify the Engineer in accordance with Section 2-9.1.

Add the following subsection:

2-9.5 Payment.

All costs for construction survey including construction survey staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals and for doing all work involved shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

2-10 AUTHORITY OF BOARD AND ENGINEER. Add the following:

Failure of the Contractor to comply with the requirements of the Contract Documents, or to follow the directions of the Engineer, and/or to immediately remedy such noncompliance or to follow directions, may, upon notice from the Engineer, result in the suspension of the Contract monthly

progress payments. Any monthly progress payments so suspended may remain in suspension until the Contractor is in compliance with the Contract Documents and the directions of the Engineer, as determined by the Engineer.

2-11 INSPECTION. Replace the entire subsection with the following:

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours in advance of the required inspection.

The Engineer will make, or have made, such inspections and tests as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the Engineer may be required to be removed and replaced under the inspection of the Engineer, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the Engineer shall, if so directed by the Engineer, be uncovered to the extent required by the Engineer, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

Add the following subsections:

2-11.1 Special Inspection Fees. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

Mondays through Fridays	-	\$120.00 per hour
Saturdays, Sundays, Holidays	-	\$1,200.00 per day

Fees may be deducted from payments due to the Contractor at the discretion of the Engineer.

If the Contractor works under this contract at times other than within the allowed working hours without permission from or prior arrangement with the Engineer, the Contractor will be charged a lump sum amount of \$500.00 for each occurrence, in addition to the above fees. The amount will be deducted from a Progress Payment.

2-11.2 General Requirements. The Contractor shall comply with the following requirements:

- 1) No excavation or open trench may be backfilled without first securing inspection. If any work is installed prior to plan check approval and/or inspection, all or any portion of the

system may be required to be exposed and corrected as necessary.

- 2) Unused or abandoned utilities are to be severed as close to the mains as practical, capped, grouted and cemented with bulk head.

2-11.3 Inspections During Construction. During the construction, the Contractor shall make the Work site available for periodic inspections by the regulatory agencies. These agencies may include: Federal Aviation Administration, the City of Torrance, and Cal-OSHA.

2-11.4 Material Inspection/Testing and other City Expenses.

- (a) If a City subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the City subcontractor may charge the City an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.
- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct City crews to perform the work. For each occurrence, the City may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by City crews for labor, equipment and materials. The standard rates for City crews are available upon request from the Public Works Department.
- (c) For each sign, drum, barricade, warning device, flagger or other type of required traffic control device that is not provided in accordance with the approved Traffic Control Plans, unless otherwise authorized by the Engineer, the Engineer may deduct \$50 per day from a Progress Payment for each missing device. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK.

3-3.1 General. Add the following:

Payment for additional work and all expenditures in excess of the Contract Price must be authorized in writing by the Engineer. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

The Contractor shall be responsible to provide all data and to obtain all approvals required by the Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the Engineer unless all work was done under the direction of and subject to the approval of the Engineer. Disputed work claims shall comply with 3-3 as modified herein.

3-3.2.2 Basis for Establishing Costs. Replace the second paragraph of part (c) with the following:

The Contractor will be paid for the use of equipment at the lower of the actual rental rates paid by the Contractor or the rental rates listed for such equipment in either the "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California 95131; telephone (408) 971-9000 which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership or any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of such rental rate.

3-3.2.3 Markup. Replace the entire subsection with the following:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2(a), 3-3.2.2(b), and 3-3.2.2(c).

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

3-4 CHANGED CONDITIONS. Add the following:

This subsection does not apply to utilities.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIAL AND WORKMANSHIP.

4-1.1 General. Add the following paragraph after the second paragraph:

If the work, or any portion thereof, shall be damaged in any way, or if any defective materials or faulty workmanship shall be discovered at any time prior to the final payment, the Contractor shall forthwith, at its own cost and expense, repair said damage, or replace such defective materials, or remedy such faulty workmanship in a manner satisfactory to the Engineer.

4-1.2 Protection of Work and Materials.

Add the following:

The Contractor shall assume all risks and expense of interference and delay in his operations, and the protection from or the repair of damage to improvements being built under the contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to an extension of time in accordance with the provisions of Subsection 6-6. The Contractor shall also assume full responsibility and expense of protecting, or removing and returning to the site of Work, all equipment or materials under his care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the CITY harmless from all claims or suits for damages arising from his operations in dewatering the Work and control of water.

SECTION 5 – UTILITIES

5-1 LOCATION. Add the following:

The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule per Section 6-1.

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 811 at least 48 hours prior to any excavation.

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the owner as provided in the Standard Specifications. The Contractor shall take special precautions in determining the precise location and depth of these structures to insure that they will not be damaged by its operations.

Substitute the following for the last paragraph:

Prior to starting construction, the Contractor shall be responsible to determine the location and depth of all utilities which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor also shall determine the location and depth of each service connection, whether or not marked.

Full compensation for such work shall be considered as included in the prices bid for other items or work. If a utility which was marked or a service connection is found to interfere with the work after construction has commenced, the Contractor shall be solely responsible for all costs of any delay and for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Replace the entire subsection with the following:

6-1.1 General. Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the CITY shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The CITY's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the CITY to accept or pay for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work at the site.

6-1.2 Criteria. The construction schedule shall conform to the following criteria:

- 1) The schedule shall be prepared using the latest version of Primavera, Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6, and the following:
 - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.
 - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Work to be performed by subcontractors shall be identified and shown as work activities.
- 4) Start and completion dates of each activity shall be illustrated.
- 5) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

6-1.3 Requirements. In preparing the construction schedule, the following items shall be considered:

- 1) Sequence of Construction - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the adjacent properties and to conform to the following:
- 2) Tree and Stump removals per 300-1.3.2(d).
- 3) Material removal - All concrete, dirt, AC pavement, sod, or other material removed shall be hauled off the Work site no later than the calendar day following the day that the excavation is performed.
- 4) PCC construction - Construction of PCC bus pads, shall be formed and poured within 5 working days following removal of the existing material at any location.
- 5) Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
- 6) Subsection 307-1.3 regarding the ordering of materials.
- 7) All Work shall only be performed between the hours of 8:30 a.m. and 4:30 p.m. unless otherwise approved by the Engineer. No reduction in lane widths on any major street shall be permitted during the CITY's holiday period construction moratorium.
- 8) Transit will be notified of construction 48 hours prior to work start at each location in order to configure new routes or stops as necessary.
- 9) A move-in period of 15 calendar days will be allowed starting on the date in the Notice to Proceed.

Should the Contractor fail to meet these requirements, the Engineer reserves the right to prohibit the Contractor from making further removals until the clean up, construction, or rehabilitation of sprinklers is in conformance with the aforementioned requirements. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, CITY may perform said work and charge the Contractor for all costs incurred.

6-7 TIME OF COMPLETION.

6-7.1 General. Replace the first sentence with the following:

Time shall be of the essence in the Contract. The Contractor shall begin Work after the mailing by the Engineer to the Contractor, first class mail, postage prepaid, a Notice to Proceed and shall diligently prosecute the same to completion within 13 working days from the start date specified in the Notice to Proceed.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY. Replace the second paragraph with the following:

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following subsection:

6-8.1 Manufacturer's Warranties. Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The Engineer may, at his option, require a manufacturer's warranty on any product offered for use.

6-9 LIQUIDATED DAMAGES. In each of the two paragraphs, substitute "\$1,000.00" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day. The work shall be completed prior to 7:00 p.m. on February 29, 2012.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

Add the following subsections:

7-2.3 Payrolls and Payroll Records

Any payroll and payroll records required for this project shall be submitted, for each week in which any contract work is performed, to the Engineer. A retention of \$5,000 per report per pay period will be withheld from a progress payment for a late or missing report. A report shall be deemed as late or missing when not submitted to the Engineer within 10 calendar days from the close of the pay period for which the report applies. In addition, a non-refundable deduction of \$100 per report per day will be deducted from payments due the Contractor for each late or missing report. The \$100 non-refundable deduction per day will be incurred beginning on the first day the report is late or missing.

7-3 LIABILITY INSURANCE. Replace the second sentence of the second paragraph with the following:

The Contractor must maintain, at its sole expense, insurance conforming to the requirements of Article 17, "INSURANCE" of the Public Works Agreement.

Add the following:

The Contractor must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor.

7-5 PERMITS. Replace the second paragraph with the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction.

Full compensation for complying with the above requirements shall be considered as included in the bid items to which the permits are appurtenant.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Add a third paragraph to the section stating the following:

The Contractor's Representative shall be approved by the CITY prior to the start of the Work. If the designated representative is rejected, the Contractor shall immediately designate another representative in writing and submit to the CITY for consideration. The CITY shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time and at no cost to the CITY.

7-8 PROJECT SITE MAINTENANCE.

7-8.5 Temporary Light, Power, and Water. Add the following:

The Contractor shall obtain a construction water meter from the CITY by calling Torrance Customer Service Operations ("CSO") at (310) 921-6449. A \$1,000 deposit is required and refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the CITY's current water rates.

Some water mains in Torrance are owned/operated by California Water Service. For rental of a hydrant meter the Contractor shall call California Water Service at (310) 257-1400.

7-8.6 Water Pollution Control. Add the following subsections:

7-8.6.1 Best Management Practices (BMPs).

The Contractor shall implement appropriate BMPs as contained in the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

Los Angeles County
Department of Public Works
Cashier's Office
900 S. Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

The Contractor shall have a minimum of two (2) readily accessible copies of each publication on the Work site at all times.

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, the Environmental Protection Agency and private citizens. The CITY may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the appropriate BMPs and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the appropriate BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the price bid for the various items of work.

7-8.6.4 Payment Full compensation for implementation and maintenance of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be

considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

7-8.8 Contractor's Storage Yard. The Contractor shall be responsible for obtaining a storage yard for the duration of the Work. If the proposed location of the yard is located within the boundaries of the CITY, the Contractor shall obtain prior approval from the Engineer.

7-8.9 Graffiti Removal. The Contractor shall maintain the Work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract. The Contractor shall respond to any request from the Engineer to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such request, the CITY reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

Add the following paragraph:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked or having wet slough material deposited thereon. If new concrete work is marked, the Contractor shall replace it at its expense in accordance with 303-5.7 of these special provisions.

Add the following subsections:

7-9.1 Replacement of Plantings. The Contractor shall be responsible to replace any lawn or plant damaged by Contractor's operations, at its expense, to the satisfaction of the Engineer.

7-9.2 Replacement of Sprinkler Systems. Damaged sprinklers shall be replaced so that the area watered by the original system is watered by the reconstructed system without undue waste of water. Any additional material or work required to obtain said adequate coverage shall be furnished by the Contractor, at its expense.

7-9.3 Trees. The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs not designated for removal and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the Engineer. Tree trimming and replacement shall be accomplished in accordance with the following requirements

- (a) Trimming. Symmetry of the tree shall be preserved; no stubs, splits torn branches or torn roots left; clean cuts to be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over one and one-half inches in diameter shall be coated with a suitable tree wound paint as approved by the Engineer.
- (b) Replacement. The Contractor shall immediately notify the Engineer if any tree not designated for removal is damaged by its operations. If, in the opinion of the Engineer, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like variety as the tree damaged, subject to the approval of the Engineer. The size of the tree shall be minimum 24" box size.

7-9.4 Street Furniture. The Contractor shall be responsible for removal, storage and replacement of trash receptacles, bus benches, bus enclosures, newspaper boxes, mail boxes, etc. and

coordination with the Owners as required throughout construction. Replacement of the removed items shall be per the direction of the Owner or Engineer.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1.2 Minimum Requirements for Maintaining Traffic Flow. The Contractor shall observe the following minimum requirements:

- a) Unless otherwise permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC pad in order to allow pedestrian traffic.
- c) Traffic signs, no parking signs, warning devices, safety traffic devices, electronic arrow boards for diverting and directing traffic as needed shall be furnished, installed and maintained by the Contractor throughout the project in accordance with the MUTCD.
- d) The Contractor shall provide bus access at all times. Open trenches shall either be covered by steel plates or backfilled. No drop-off at either transverse or longitudinal joints shall be allowed at any time.

7-10.1.5 Temporary "No Parking" Signs.

The Contractor is responsible to post "Temporary No Parking" signs at least seventy two (72) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the parking lot. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. All signs shall be maintained by the Contractor and kept free of graffiti. Any sign that becomes illegible or is removed shall be replaced within twenty-four (24) hours. The Contractor shall only be permitted to restrict parking for the minimum time necessary to complete on-going work. The Contractor shall be responsible to remove and repost "Temporary No Parking" signs when work will be delayed for more than five (5) consecutive days, or if the work must go beyond the end date shown on the signs, or otherwise directed by the Engineer.

The Contractor shall obtain approval for the signs and the placement thereof from the Engineer. Immediately after this approval and posting, the Contractor shall notify Torrance Police Department, Traffic Division, at (310) 618-5557 for review and enforcement. The parking restriction cannot be enforced until the signs have been in place 72 hours and the Police notified.

The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on or within one (1) calendar day of the completion of work within the restricted parking area.

Full compensation for furnishing, placing, maintaining and removing temporary signs shall be considered as included in the Contract Unit Price for Traffic Control.

7-10.2 Storage of Equipment and Materials in Public Streets. Replace the first paragraph with the following:

Construction materials and equipment shall not be stored in streets, roads or highways, unless specifically authorized by Engineer.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK. Add the following sections:

9-1.2.1 Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the CITY with proof of payment of such accounts.

9-1.2.2 Measurement and Payment. Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. No separate payment will be made for mobilization and demobilization. Costs for mobilization/demobilization shall be included in the unit prices bid for each work item.

9-2 LUMP SUM WORK. Replace the second paragraph with the following:

The Contractor shall, within five (5) working days of receipt of a request from the Engineer, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for providing these breakdowns.

9-3 PAYMENT.

9-3.1 General Replace the last paragraph with the following:

At the expiration of 30 days from the recordation date of the Notice of Completion, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

9-3.2 Partial and Final Payment. Replace the third paragraph with the following:

For each progress estimate, 10 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition, 125% of the amount of outstanding "Stop Notices" shall be withheld.

Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice to be provided by the CITY. First Invoice shall be submitted 30 calendar days from the date of Notice to Proceed and subsequent invoices every 30 days thereafter.

Prior to submittal of said invoice, all items for which payment is requested shall be checked and approved in writing by the Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Engineer.

9-3.4 Mobilization. Replace the entire subsection with the following:

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices and Storm Water Pollution Prevention Plan; Sewage Spillage Prevention; Emergency Response Plan; Monthly Employment Report for ARRA funds (pg C-35 and 36) site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

Mobilization shall include, but not be limited to, the following items:

- (a) Submittal and modification, as required, of the Construction Schedule
- (b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (c) Installing temporary construction power and wiring.
- (d) Establishing fire protection system.
- (e) Developing construction water supply.
- (f) Providing on-site sanitary facilities and portable water facilities, as required.
- (g) Arranging for erection of Contractor's work and storage yard.
- (h) Submittal of all required insurance certificates and bonds, including subcontractors.
- (i) Obtaining all required permits.

- (j) Posting all OSHA required notices and establishment of safety programs.
- (k) Potholing and other research and review as necessary to verify site conditions and utility locations
- (l) Having the Contractor's Superintendent present at the job site full-time.
- (m) Removal (including all spray-painted markings on sidewalk and pavement), cleanup, and restoration

9-3.5 Noncompliance with Plans and Specifications. Add the following section:

Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

9-4 CLAIMS.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the CITY, or the happening of any event, thing or occurrence, unless the Contractor shall have given the CITY due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the CITY at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Engineer prior to commencing the work. The Engineer may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed an extension of time if the Engineer agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) work days of a request from the Engineer and shall be responsible for all costs associated with any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this subsection shall supersede 6-6.3 and 6-6.4 of the Standard Specifications.

It is the intention of this subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.

PART 2 – CONSTRUCTION MATERIALS

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS

Add the following:

Plant materials specified in this section shall conform to the applicable requirements of ANSI Standard Z60.1-1980, "Nursery Stock," and to the rules and grading provisions adopted by the American Association of Nurserymen, Inc.

212-1.1 Topsoil

212-1.1.1 General. Add the following:

Unless otherwise specified on the Plans or required by the Engineer, topsoil shall be Class "C" in accordance with the requirements of 212-1.1.4. Imported soil, if required, shall be Class "A" topsoil in accordance with the requirements of 212-1.1.2.

The Contractor shall provide an Agricultural Soil Suitability Report for topsoil to be furnished, and the requirements for fertilization and amendments as specified herein may be modified as necessary by the Engineer prior to start of the work of this section.

212-1.2 Soil Fertilizing and Conditioning Materials

212-1.2.3 Commercial Fertilizer. Add the following:

Commercial fertilizer used for the restoration of disturbed turf areas shall be 12-12-12 (N-P-K.) Slow release tablets used for tree and shrub planting pits shall be 12-12-12 (N-P-K). These materials are listed for bidding purposes; however, may be subsequently modified based on recommendations of the Agricultural Soil Suitability Report.

212-1.2.4 Organic Soil Amendment. Add the following:

Type I organic soil amendment shall be used. The Contractor shall supply the CITY with a sample of the proposed amendment accompanied by a laboratory analytical analysis from a testing agency registered by the State, which states that the amendment complies with the specifications.

212-1.2.5 Mulch. Add the following:

Bark mulch shall be shredded cedar, pine, or fir bark or equal commercial product. Typical mulch size shall be three inches by one-half inch (3" x ½"). Submit two (2) samples to the CITY for approval prior to installation. The material shall be free of seeds, debris, and deleterious materials, and shall have a rich brown color when supplied.

212-1.4.2 Trees. Add the following:

Trees shall be of the type and size as shown on the Plans or specified in the Specifications.

For single-trunk trees: the trunk shall be straight, slightly tapered at the crown, free of disfigurements or gnarls and well hardened off. The tree shall be free of disease and parasites.

For multi-trunk trees: the trunk shall be well hardened off and the tree free of disease and parasites and have even, balanced canopies and sturdy branching structure.

The Contractor shall notify the CITY seventy-two (72) hours before the delivery of trees, so the trees can be inspected prior to planting.

212-1.5 Headers, Stakes, and Ties.

212-1.5.3 Tree Stakes. Replace the first paragraph with the following:

Tree stakes shall be either 2-inch diameter lodge pole pine, treated with copper nathanate or pressure treated with chromated copper arsenate, or galvanized steel pipe, per 308-4.6.1 (Method A) and City of Torrance Standard Plan No. T401.

Add the following:

Tree ties shall be a commercially manufactured tie, split plastic hose with a minimum length of twenty inches (20"). Split plastic hose ties shall be "Cinch-tie" by V.I.T. or approved equal.

212-2 IRRIGATION SYSTEM MATERIALS

212-2.1 Pipe and Fittings.

212-2.1.1 General. Replace the entire subsection with the following:

Irrigation pipe materials and fittings shall be as designated on the Plans and shall comply with 212-2.1.3 of the Standard Specifications.

Add the following subsection:

212-2.4 Sprinkler Equipment. Add to the following:

All full-circle, part-circle or rectangular spray nozzles shall be capable of meeting the requirements for area or radius shown on Plans. If spray pattern requires modification to avoid overspray onto paving, nozzles shall be changed to a different radius or pressure compensating screens shall be added to reduce throws, at no additional cost to the CITY. Use of adjustment screws on sprinkler heads or manual adjustment of remote control valves to permanently adjust throw radius shall NOT be allowed.

SECTION 217 – SIGNAGE

217-1 ROADSIDE SIGNS. (See also Section 315 – Signage)

All roadside signs shall conform to the provisions of Section 56-2 of the Caltrans Standard Specifications amended as follows:

56-2.02 Materials. Revise the entire subsection with the following:

The various materials and fabrication thereof of roadside signs shall conform to the requirements of 56-2.02 A and 56-2.02 D.

56-2.02A Metal Posts. Delete the first paragraph.

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General. Replace the entire subsection with the following:

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to, all excess excavation material, trees and plants, debris, signs and posts, interfering portions of curb, gutters, asphalt and PCC concrete pavements and sidewalks (including base, where applicable), and miscellaneous items as shown on the Plans. The Contractor shall conform to the following requirements:

- 1) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 2) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- 3) All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.
- 4) In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the Pre-Construction Meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.3.2 Requirements.

Add subparagraphs:

- (d) **Trees.** The City maintains a tree conservation policy. Unless otherwise shown, all trees are to be protected in place. Demolition and destruction of trees and tree parts, including trunks, branches and foliage, shall be limited to tree removals as shown on the Plans. Root pruning and removals shall be limited to the minimum required to construct new improvements where trees are to be conserved.

The Contractor shall remove only trees that have been marked by the Engineer for removal. Trees shall be removed in a workmanlike manner so as not to injure other standing trees, plants, and improvements which are to be preserved.

Stumps shall be ground down three feet (3') below ground surface within five (5) feet of the center of the stump. All surface roots shall be removed within the parkway.

The Contractor shall conform to the following requirements:

- 1) The cutting down or removal of trees is prohibited after the prescribed working hours unless permission is granted by the Engineer.
- 2) All debris from pruning or removing a tree shall be cleaned up and hauled away from the Work site on the same day that the tree is cut or pruned. Firewood-size logs may be left neatly piled for residents to pick up for no longer than three (3) days.
- 3) All holes created from removal of tree stumps shall be backfilled and graded to finish level by the end of the workday.
- 4) Sprinkler systems disrupted by the Contractor shall be capped or restored by the end of the workday. Capped systems shall be restored to original working condition within three (3) days.

(e) **Miscellaneous Removals and Relocations.** This work shall include all removals not specifically listed in the Proposal or otherwise covered by these Specifications, and all necessary relocations and restorations of walls, fences, plants, hardscape, signs and other items, whether shown on the Plans or not, and as necessary to complete the improvements.

300-1.3.3 Construction and Demolition Debris Recycling.

A. **General.** Consistent with the Agency's efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the Contractor shall reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by this Contract hereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

B. Definitions.

"Construction and Demolition Debris or Debris" means materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup and are considered solid waste pursuant to Section 40191 of the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones and wood waste.

"Deconstruction" means the process of carefully dismantling a structure, piece by piece prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse and/or recycling.

"Delivery Site" means recycling facility as defined in Subsection E.14 and recycling or reuse site as defined in Subsection E.15 or any place, including a transfer station as defined in Subsection E.20 where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Director/Designee.

"Disposal" means the process of disposing of debris at a Disposal Facility.

"Disposal Facility" means a Landfill or any location where the debris is taken for Transformation as defined.

"Generation" means the quantity of debris produced by the Work before the debris is reused and/or recycled.

"Green Waste" means all vegetative cuttings, shrubs, stumps, logs, brush, tree trimmings, grass, and related materials which have been separated from other solid waste.

"Landfill" means a solid waste disposal facility that accepts solid waste for land disposal and is operating under a current Solid Waste Facility Permit issued by a local enforcement agency as defined in Section 40130 of the California Public Resources Code and concurred upon by the California Integrated Waste Management Board.

"Recyclable" means material that still has useful physical or chemical properties after serving its original purpose and that can be reused or re-manufactured into additional products.

"Recycle or Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and in a manner acceptable to the Agency. "Recycle" or "Recycling" does not include Transformation.

"Recycling Facility" means any facility (except a transformation facility) whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing.

"Recycling or Reuse Site" means any place other than a recycling facility acceptable to the Agency for recycling and/or reuse of debris.

"Reduce" means any action which causes a net reduction in the generation and/or disposal of solid waste.

"Reuse" means the use, in the form as it was produced, and in a manner acceptable to the Agency of materials which might otherwise be discarded into a Disposal Facility.

"Site Clearance Material" means materials such as trees, brush, earth, mixed concrete, rubble, sand, steel, extraneous paper, plastics, and other waste materials generated from site clearance.

"Source Separation" means the segregation, by the generator, of materials designated for separate collection for materials recovery or special handling.

"Transfer Station" means a facility utilized to receive solid wastes and to temporarily store, separate, convert, or otherwise process the materials in the solid wastes, and/or to transfer the solid wastes directly from smaller to larger vehicles or railroad trains for transport.

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

"Wood Waste" means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction or demolition activities.

300-1.3 Payment. Replace the entire subsection with the following:

Payment for CLEARING & GRUBBING and/or Removals shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore and shall include full compensation for clearing and grubbing, removals, disposals or salvage of facilities identified on plans or in these special provisions as well as pavement sawcutting and removal, and misc. for items that interfere with construction activities.

The cost of construction and demolition debris recycling and completing the Recycling Summary report shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore. The quantities reported will be used for information gathering purposes and not for purposes of payment to the Contractor.

Payment for Removal of Concrete or AC Sidewalks including removal and disposal of conflicting subgrade shall be included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2 Unsuitable Material.

300-2.2.1 General. Replace the first paragraph with the following:

If unsuitable material is found, the Contractor shall remove said material to the limits to be determined by the Engineer and shall replace said material with select fill or base material, as to be determined by the Engineer. Payment for removal and replacement shall be made as Extra Work or Force Account Work.

300-2.9 Payment. Add the following:

Payment for the removal and disposal of bituminous pavement shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-2.1 General. Add the following:

Base is required under all PCC improvements as shown on the Plans. Additional base may be required after review of work areas following removals. Prior to constructing new improvements, the Contractor shall verify with the Engineer that the base sections as shown on the Plans (including areas where no base is called for) are adequate. Payment for any changes shall be made pursuant to Section 3.

A minimum of 4-inches CMB shall be placed under PCC pavement pads.

301-2.4. Measurement and Payment. Delete the second paragraph and add the following:

Payment for construction of Untreated Base – Crushed Misc. Base (CMB) under PCC pavement pads shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.1 General

Construction: Construction of PCC pavement pads shall consist of a 4" CMB base beneath a 3 ½" PCC pavement pad with a maximum two percent (2%) slope perpendicular to roadway for drainage.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, DRIVEWAYS, and CONCRETE PAVEMENT PADS.

303-5.1 Requirements.

303-5.1.1 General. Replace the first sentence of the first paragraph with the following:

Concrete pavement pads shall be constructed of Portland cement concrete of the class, compressive strength and other requirements prescribed in 201-1.

Add the following subsection:

303-5.7 Repairs and Replacements. Add the following:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following replacement thereof. If new concrete work is marked, the Contractor shall replace it at its expense and no extra costs will be allowed.

303-5.9 Measurement and Payment. Replace the entire subsection with the following:

Payment for concrete, concrete patch, shall include all joints as shown in standard plans and construction details, and shall include all AC pavement removal, concrete removal, unclassified excavation, all labor, materials and equipment, protection of existing trees, signs, storm drains, manholes, sign, bench and trash bin relocations, sod and irrigation repair and replacement, parkway restoration, base and shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2 EARTHWORK AND TOPSOIL PLACEMENT

308-2.1 General. Add the following:

The landscape work shall not begin until all other trades have repaired all areas of settlement, erosion, rutting, etc., and the soils have been re-established, recompacted and refinished to final grades. The Engineer shall be notified of all areas where the landscape work is prevented from being executed.

Contractor shall provide import topsoil as necessary, and shall mix import with native soil to prevent layering and facilitate permeability.

308-2.3 Topsoil Preparation and Conditioning.

308-2.3.1 General. Add the following:

Before soil preparation operations are started in any area, the Contractor shall remove and dispose of all trash, existing landscape plants (excluding trees) and any other debris on the surface of the ground.

The Contractor immediately shall remove and dispose of weed growth and all other debris generated by clearing and grubbing daily or as directed by the CITY.

308-2.3.2 Fertilizing and Conditioning Procedures. Add the following:

For bidding purposes, the conditioning material per 1,000 square feet shall be:

- a) Four (4) cubic yards nitrogen stabilized organic amendment derived from redwood, fir or cedar sawdust.
- b) Fifteen (15) lbs. 12-12-12 commercial fertilizer.
- c) Fifteen (15) lbs. soil sulfur.

For bidding purposes, the Contractor shall apply post-plant fertilizer at the rate of fifteen pounds (15 lbs.) per 1,000 sq. ft., thirty (30) days after planting and once again at the end of the ninety-day post-construction maintenance period.

308-2.4 Finish Grading. Replace the second and third paragraphs with the following:

The finish grade shall match the existing grade.

308-4 PLANTING

308-4.10 Parkway Trees

308-4.10.1 General. The CITY maintains a tree conservation policy. The Contractor is required to assist the CITY in its efforts to conserve trees.

308-4.11 SOD Add the following:

The type of sod shall be Marathon II, Species Dwarf Tall Fescue, Variety Encore or approved equal.

308-4.11.1 PAYMENT

Full compensation for the materials and application of sod shall be in conformance with Section 308-4.8.3 of the standard specifications and shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

308-5 IRRIGATION SYSTEM INSTALLATION

308-5.2 Irrigation Pipeline Installation

308-5.2.1 General. Add the following:

Trenching machines or other mechanical means of excavation shall not be used for excavation of trenches where such use may damage existing improvements. However, in any case, the Contractor will be held responsible for any damage to existing improvements caused by their operations and any damage so occurring shall be repaired to the satisfaction of the Engineer by and at the expense of the Contractor.

Trenches for pipe shall be cut to required grade, lines, and compacted to provide accurate grade and uniform bearing for the full length of the line. Contractor shall perform minor adjustments to avoid existing utilities as directed without additional cost. "Pulling" of pipe and/or control wires will not be permitted.

Where pipe must be laid under existing paving, it shall be done by jacking, boring, or hydraulic driving. If cutting or breaking of any paving is necessary, it shall be done and replaced with like material at the Contractor's expense after approval by the CITY.

At any location where irrigation pipe has less than 15" of cover due to interferences or other adjustments, the Contractor shall, at its own expense, provide a galvanized sleeve or other protection to the satisfaction of the Engineer. No extra costs shall be allowed for this protection.

Backfilling: Backfill shall not be placed until the installed irrigation system has been inspected, approved, and tested in the presence of the CITY representative. Backfill material shall be clean site soil. Unsuitable material, including clods and rocks over 2 inches in size, shall be removed from the premises and disposed of legally at no extra cost to District. No large or sharp rocks shall bear directly on the pipe. All backfilling in landscape areas shall be done carefully and shall be properly tamped to

85% compaction. Backfill under concrete pavement, roads, etc., shall be compacted with not less than 95% of Modified Proctor Dry Density attained in any subgrade or sub-base layer for pavement construction.

308-5.4.2 Location, Elevation, and Spacing. Add the following to the first paragraph:

Any deviation to spacing and location of replaced sprinkler heads shall be reported to the Engineer and have his/her approval before installation.

Add the following:

No spray from sprinkler heads will be permitted to throw into public streets or onto walks, driveways or parking areas.

308-5.4.3 PAYMENT

Payment for irrigation repair and replacement shall include full compensation for all tools, materials, labor, equipment and incidentals and shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

308-6 MAINTENANCE AND SOD ESTABLISHMENT

Replace the entire subsection with the following:

The Establishment and Maintenance Period shall begin on the first day after all planting in this Work is completed and accepted, and shall continue thereafter until 90 calendar days have passed. Notify the Engineer at least seven (7) days in advance of completion. Failure by the Contractor to notify the Engineer will delay the start of the Establishment and Maintenance Period.

Should the Establishment and Maintenance Period be extended beyond the prescribed 60 calendar days because of rejection by the Engineer for whatever reason, the entire installation shall remain the responsibility of the Contractor unless otherwise determined by the Engineer. Any rejected material shall be replaced and the 60 calendar day Establishment and Maintenance Period shall be restarted from that time for the replaced material only.

All areas landscaped or restored under this Contract shall be maintained by the Contractor. The Contractor, without any expense to the CITY, shall weed the planted areas as needed and shall remove all accumulated debris from the landscaped areas as needed and/or as called for by the Engineer.

One month after planting and once again at the end of the 90 calendar day Establishment and Maintenance Period, Contractor shall fertilize plants with 12-12-12 (N-P-K) commercial fertilizer at the rate of fifteen (15) pounds per 1,000 square feet of planting area, or as otherwise recommended in the Agricultural Soil Suitability Report.

Apply Iron Sequestrene as specified by the manufacturer immediately at the onset of any symptom of iron chlorosis. Repeat fertilization monthly for duration of maintenance period.

The above fertilization schedule may be revised by the Engineer if, in his/her opinion, optimal plant health and growth is not being obtained. The Contractor shall comply with all changes as directed.

Contractor shall continuously maintain, monitor, and adjust the irrigation system for 90 calendar days following completion as designated by the CITY. Maintenance shall include repair or replacement of defective equipment, repair of leaks, adjustment of heads, valve boxes, and other equipment to grade, filling of trenches where grade settles, adjustment of sprinkler throw patterns, addition of pressure reducing screens, flushing debris from nozzles, programming of controller as appropriate for weather conditions and plant establishment, and other work as directed by the CITY.

The Contractor shall be responsible to provide adequate water to all plants without over-watering. Water conservation is mandated. The Contractor shall obtain approval from the Engineer for its proposed irrigation schedule and any changes thereto.

All sprinkler heads, valve boxes, quick coupler valves, and any other equipment that may be damaged by landscape maintenance shall be set flush to finish grade. Contractor shall replace any equipment damaged during the Contractor's Maintenance Period at no cost to the CITY.

All equipment shall be checked and adjusted as necessary in height, location, performance, and appearance prior to final acceptance. All damaged items shall be replaced with new materials of same kind at no cost to the CITY.

308-7 GUARANTEE

Add the following:

The Contractor, without expense to the CITY, shall adjust all irrigation heads to their appropriate operational heights, shall adjust and clean or replace, if necessary, all irrigation heads so that the planting areas are properly covered and they shall be adjusted so as to prevent excessive overflow into the adjacent street right-of-way.

The CITY reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the CITY shall not relieve the Contractor of its responsibility under the terms of the Contract as herein specified.

Maintenance shall be done by qualified and experienced irrigation pipefitters.

308-8 PAYMENT

Add the following subsections:

308-8.1 Payment. Payment for providing and installing prepared topsoil, furnishing and planting trees, shrubs, sodded turf and plants shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

Full compensation to install the specified bid items, as shown on the Plans and in accordance with these Special Provisions, shall include providing mulch, prepared topsoil, backfill, restoration of adjacent grass and parkway, and all appurtenant work.

308-8.2. Payment. Payment for Sod Establishment and Maintenance shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore for "60 DAY SOD ESTABLISHMENT & MAINTENANCE". Payment for Landscaping shall include full compensation for all tools, materials, labor, equipment, water and incidentals to complete this work in accordance with the Plans and Special Provisions.

SECTION 315 - SIGNAGE

Add the entire Section 315.

315-1 ROADSIDE SIGNS. All signs shall be installed in accordance with the requirements of Section 56-2.03 of the 2006 Caltrans Standard Specifications, Caltrans Standard Plans and these Special Provisions. Roadside signs shall be installed at the locations shown on the Plans or where directed by the Engineer.

All signs shall be new signs provided and installed by the contractor, except for bus stop signs, which will be provided by the city of Torrance, or existing signs specifically indicated to be relocated or to remain.

All signs shall be of 3M Diamond Grade Cubed, with 1160 protective anti-graffiti overlay film and matched components system warranty (12 years) on 0.080 Aluminum with "Torrance" on the border.

56-2.03 CONSTRUCTION. Delete the third paragraph and last sentence of the eleventh paragraph.

Delete the entire subsection 56-2.05.

56-2.06 PAYMENT. Replace the entire subsection with the following:

Payment for roadside signs shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore, and shall include all labor, materials, tools, equipment, and individuals, and for doing all the work involved in furnishing and installing roadside signs, complete in place, as shown on the Plans and these Special Provisions, and as directed by the Engineer