

BIDDER'S PROPOSAL

Company: SULLY-MILLER CONTRACTING COMPANY

Total Bid: 10,533,684.25 (PROVIDE NUMBERS)

**DEL AMO BOULEVARD EXTENSION, T-30
FEDERAL PROJECT NO. ESPLRSTP 5249-(021)
B2010-12**

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

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|---|------------------------------------|--------------------------------|------|-----------------|-------------|-------------|
| SECTION 1 - GENERAL REQUIREMENTS | | | | | | |
| 1 | MOBILIZATION (5% MAX OF TOTAL BID) | 9-3.4.1 | 1 | LS | \$210,000. | \$210,000. |
| 2 | CONSTRUCTION SCHEDULE | 6-1.5 | 16 | EA | \$300. | \$4,800. |
| 3 | OFFICE FACILITIES (Class "A") | 8-2.1 8-6 | 1 | LS | \$26,600. | \$26,600. |
| 4 | PERMITS AND FEES | 7-5.2 | 1 | ALW | \$5,000 | \$5,000 |
| 5 | STORMWATER POLLUTION PREVENTION | 7-8.6.2, 7-8.6.3 7-8.6.4 | 1 | LS | \$2,800. | \$2,800. |
| 6 | NPDES COMPLIANCE | 7-8.6.1 | 1 | LS | \$60,400. | \$60,400. |
| 7 | HEALTH & SAFETY PLAN | 7-10.4.5 | 1 | LS | \$82,000. | \$82,000. |
| 8 | SURVEYING | 2-9 | 1 | LS | \$40,000. | \$40,000. |
| 9 | SOIL CONTAMINATION | 3-4.1 | 1 | ALW | \$50,000.00 | \$50,000.00 |

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|---|--|--|--------------|-----------------|-------------|-------------|
| SECTION 2 - LANDSCAPE - Planting, Irrigation and Hardscape | | | | | | |
| 10 | TREE REMOVAL | 300-1.3.2(d) | 28 | EA | \$ 825. | \$23,100. |
| 11 | HYDROSEEDING | 308-4.11.4 | 67,390 | SF | \$.12 | \$8,086.80 |
| 12 | HYDROSEED MIX | 308-4.11.4 | 3,300 | SF | \$.33 | \$1,089. |
| 13 | 1 GALLON SHRUBS | 212-1.4.3, 308-4.5 | 155 | EA | \$ 6. | \$930. |
| 14 | 15 GALLON TREES | 308-4.5 | 35 | EA | \$ 72. | \$2,520. |
| 15 | 24" BOX TREES | 212-1.4.2, 308-4.5 308-8.1 | 13 | EA | \$225. | \$2,925. |
| 16 | SODDED TURF | 212-1.1.1 308-4.8 | 2,900 | SF | \$ 1. | \$2,900. |
| 17 | TOPSOIL (IMPORT) IN MEDIANS | 212-1.1.1 308-8.1 | 121 | CY | \$ 30. | \$3,630. |
| 18 | SOIL PREP AND FINE GRADE (MEDIAN) | 212-1.1.1 | 19,340 | SF | \$.25 | \$4,835. |
| 19 | 60 DAY PLANT ESTABLISHMENT AND MAINTENANCE/WEED ABATEMENT | 308-6 308-8.2 | 73,590 | SF | \$.10 | \$7,359. |
| 20 | 12-STATION IRRIGATION CONTROLLER AND ENCLOSURE | 212-3.4, 308-5.5, 308-5.7 308-8.3 | 1 | EA | \$7,800. | \$7,800. |
| 20A 20 | 32-STATION IRRIGATION CONTROLLER AND ENCLOSURE | 212-3.4, 308-5.5, 308-5.7 308-8.3 | 1 | EA | \$8,900. | \$8,900. |
| 21 | ELECTRICAL SERVICE (TWO LOCATIONS) | 308-5.8 | 2 | EA | \$750. | \$1,500. |
| 22 | CONTROL AND NEUTRAL CONDUCTORS | 212-3.2.2 | 1 | ALLOW | \$ 5,000.00 | \$ 5,000.00 |
| 23 | INSTALL 1" WATER METER (OMITTED) | 215-6.1 Pg. 53 | 1 | EA | \$ | \$ |
| 24 | INSTALL 2" WATER METER (Pg. 53 - Section 245) (OMITTED) | 215-6.1 | 1 | EA | \$ | \$ |
| 25 | 1 1/2" BACKFLOW PREVENTER AND ENCLOSURE ASSEMBLY | 212-2.3, 308-5.3 | 2 | EA | \$5,300. | \$10,600. |
| 26 | (4) 10" CHDPE CONDUIT | 212-2.1.1, 308-5.2.1 | 160 | LF | \$ 38. | \$6,080. |
| 27 | 2" PVC PIPE (SCH 315) MAINLINE | 212-2.1.1, 308-5.2.1 | 1 | LS | \$9,400. | \$9,400. |
| 28 | 1-1/2" PVC PIPE (SCH 315) MAINLINE | 212-2.1.1, 308-5.2.1 | 1 | LS | \$4,600. | \$4,600. |
| 29 | 1-1/2" PVC PIPE (CL200) LATERAL | 212-2.1.1, 308-5.2.1 | 1 | LS | \$2,400. | \$2,400. |
| 30 | 1-1/4" PVC PIPE (CL200) LATERAL | 212-2.1.1, 308-5.2.1 | 1 | LS | \$3,200. | \$3,200. |
| 31 | 1" PVC PIPE (CL200) LATERAL | 212-2.1.1, 308-5.2.1 | 1 | LS | \$8,500. | \$8,500. |
| 32 | 3/4" PVC PIPE (CL200) LATERAL | 212-2.1.1, 308-5.2.1 | 1 | LS | \$22,500. | \$22,500. |

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|---|---|--|-----------------------------|-----------------|------------|-------------|
| 33 | 1-1/2" ELECTRICAL REMOTE CONTROL VALVE | 212-2.2.4, 308-5.3 | 29 | EA | \$ 380. | \$11,020. |
| 34 | 3/4" ELECTRICAL REMOTE CONTROL VALVE | 212-2.2.4, 308-5.3 | 2 | EA | \$ 330. | \$ 660. |
| 35 | 3/4" QUICK COUPLER VALVE | 212-2.2.6 | 2 | EA | \$ 165. | \$ 330. |
| 36 | BUBBLERS WITH PVC SLEEVE | 212-2.4 | 58 | EA | \$ 26. | \$ 1,508. |
| 37 | POP UP ROTOR SPRINKLERS | 212-2.4 | 86 | EA | \$ 26. | \$ 2,236. |
| 38 | POP UP SPRINKLERS | 212-2.4 | 492 | EA | \$ 20. | \$ 9,840. |
| 39 | VALVE BOXES | 212-2.2.7, 308-5.3 | 39 | EA | \$ 16.50 | \$ 643.50 |
| 40 | 2" BRASS GATE VALVE | 212-2.2, 308-5.3 | 6 | EA | \$ 265. | \$ 1,590. |
| SECTION 3A - ROADWAY - Earthwork | | | | | | |
| 41 | UNCLASSIFIED EXCAVATION | 300-2 | 27,068 17,068 | CY | \$ 4.50 | \$ 121,806. |
| 42 | UNCLASSIFIED FILL (IMPORT) | 300-4 | 900 | CY | \$ 28. | \$ 25,200. |
| 43 | (OMITTED) | | 0 | | \$ | \$ |
| 44 | SLOPE PROTECTION (OMITTED) | 300-11 303A-9 | 336 | CY | \$ | \$ |
| SECTION 3B - ROADWAY - DRAINAGE | | | | | | |
| 45 | 8" HDPE DRAIN PIPE | 306-1.6 306-1.6.1 | 485 | LF | \$ 45. | \$ 21,825. |
| 46 | HDPE PIPE TO BE DETERMINED IN FIELD | 306-1.6 306-1.6.1 | 125 | LF | \$ 45. | \$ 5,625. |
| 47 | 15" RCP | 306-1.6 306-1.6.1 | 28 | LF | \$ 81.50 | \$ 2,282. |
| 48 | 18" RCP | 306-1.6 306-1.6.1 | 1,735 | LF | \$ 60.80 | \$ 105,488. |
| 49 | 24" RCP | 306-1.6 306-1.6.1 | 20 | LF | \$ 88. | \$ 1,760. |
| 50 | 36" RCP | 306-1.6 306-1.6.1 | 448 | LF | \$ 103. | \$ 46,144. |
| 51 | 42" RCP | 306-1.6 306-1.6.1 | 372 | LF | \$ 133. | \$ 49,476. |
| 52 | 45" RCP | 306-1.6 306-1.6.1 | 795 | LF | \$ 150. | \$ 119,250. |
| 53 | STORM DRAIN MANHOLE (SPPWC 320-1) | 306-1.2.16 | 3 | EA | \$ 6,000. | \$ 18,000. |
| 54 | STORM DRAIN MANHOLE (SPPWC 321-1) | 306-1.2.16 | 6 | EA | \$ 5,800. | \$ 34,800. |
| 55 | STORM DRAIN MANHOLE (SPPWC 322-1) | 306-1.2.16 | 1 | EA | \$ 6,200. | \$ 6,200. |
| 56 | CONCRETE COLLAR STD. PLAN (SPPWC 380-3) | 306-1.6.1 | 4 | EA | \$ 2,200. | \$ 8,800. |

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|---------------------------------------|---|--------------------------------|-------|-----------------|-------------|-------------|
| 57 | 8" X 4" CONCRETE COLLAR @ JOINT | 306-1.6.1 | 1 | EA | \$1,385.✓ | \$1,385.✓ |
| 58 | Curb Opening Catch Basin (SPPWC 300-2) | 306-1.6.1 | 10 | EA | \$4,550.✓ | \$45,500.✓ |
| 59 | CURBSIDE GRATING CATCH BASIN (SPPWC 303-2) | 306-1.6.1 | 2 | EA | \$6,050.✓ | \$12,100.✓ |
| 60 | GRATED INLET CATCH BASIN (SPPWC 304-2) | 306-1.6.1 | 5 | EA | \$5,530.✓ | \$27,650.✓ |
| 61 | 9" SQUARE SPEE-D DRAINS | 306-1.6.1 | 3 | EA | \$315.✓ | \$945.✓ |
| 62 | JUNCTION STRUCTURE (SPPWC 331-2) | 306-1.6.1 | 7 | EA | \$1,560.✓ | \$10,920.✓ |
| 63 | JUNCTION STRUCTURE (SPPWC 332-1) | 306-1.6.1 | 2 | EA | \$2,800.✓ | \$5,600.✓ |
| 64 | REINF. CONC. TRIANGULAR OPEN CHANNEL | 306-1.6.1 | 545 | LF | \$41.✓ | \$22,345.✓ |
| 65 | 50 LB RIPRAP | 306-1.6.1 | 2 | CY | \$415.✓ | \$830.✓ |
| 66 | REINF. CONC. HEADWALL INLET STRUCTURE | 306-1.6.1 | 1 | EA | \$3,625.✓ | \$3,625.✓ |
| SECTION 3C - ROADWAY - General | | | | | | |
| 67 | 3.5" PORTLAND CEMENT CONCRETE SIDEWALK | 303-5.1.1 201-1, 303-5 | 230 | CY | \$305.✓ | \$70,150.✓ |
| 68 | 3.5" THICK AND 4" THICK ASPHALT CONCRETE (C2-PG-64-10) | 203-6 302-5.9 | 7,387 | TON | \$68.✓ | \$502,316.✓ |
| 69 | 4" ASPHALT CONCRETE (B-PG-64-10) | 203-6 302-5.9 | 8,110 | TON | \$58.✓ | \$470,380.✓ |
| 70 | INSTALL TRAFFIC GATE ASSEMBLY (OMITTED) PROVIDED BY OTHERS | | 1 | ALLOW | \$25,000.00 | \$25,000.00 |
| 71 | TYPE A1-150 (6) CONCRETE CURB | 201-1 303-5 | 120 | CY | \$365.✓ | \$43,800.✓ |
| 72 | TYPE A2-200 (8) CONCRETE CURB AND GUTTER | 201-1 303-5 | 330 | CY | \$180.✓ | \$59,400.✓ |
| 73 | CONCRETE CURB RAMP (CASE A) | 201-1 303-5 | 7 | CY | \$835.✓ | \$5,845.✓ |
| 74 | CONCRETE BARRIER CALTRANS TYPE 60 (ROADWAY) | 201-1 303-1 303A-8.1 | 1,990 | LF | \$60.✓ | \$119,400.✓ |
| 75 | CROSS GUTTER PER SPPWC PLAN 122-1 | 201-1 303-5 303-5.9 | 5,725 | SF | \$6.✓ | \$34,350.✓ |
| 76 | CURB RAMP WITH DETECTABLE WARNING SURFACE (DETAIL A/C312) | 201-1, 303-5 | 4 | EA | \$650.✓ | \$2,600.✓ |
| 77 | CHAIN LINK FENCE W/ BARB WIRE(G3) | 304-3, 206-6 | 1770 | LF | \$32.✓ | \$56,640.✓ |
| 78 | CONCRETE RADIUS DRIVEWAY WITH DEPRESSED SIDEWALK CASE II | 201-1, 303-5 | 11 | CY | \$370.✓ | \$4,070.✓ |
| 79 | CHAIN LINK RAILING CALTRANS TYPE 7 (ROADWAY ONLY) | 218-1 | 105 | LF | \$93.✓ | \$9,765.✓ |
| 80 | CASE C LOCAL DEPRESSION AT CATCH BASIN | 201-1, 303-5 | 6 | CY | \$105.✓ | \$630.✓ |
| 81 | CASE E LOCAL DEPRESSION AT CATCH BASIN | 201-1, 303-5 | 121 | CY | \$105.✓ | \$12,705.✓ |
| 82 | METAL BEAM GUARD RAIL (TYPE 12A) | 206-5.2, 304-2.3 304-3.4 | 25 | LF | \$128.✓ | \$3,200.✓ |

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|--|---|-------------------------------|-------|-----------------|------------|-------------|
| 83 | STAMPED CONCRETE | 201-1, 303-6 303-7 | 5,500 | SF | \$ 8.80 | \$ 48,400. |
| 84 | 6" CONCRETE DRIVEWAY | 201-1, 303-5 | 10 | CY | \$ 415. | \$ 4,150. |
| 85 | TYPE B2-4 CURB AND GUTTER | 201-1, 303-5 | 4 | CY | \$ 540. | \$ 2,160. |
| 86 | 6" PCC PAVEMENT | 201-1, 302-6.1 | 61 | CY | \$ 405. | \$ 24,705. |
| 87 | RETAINING WALL TYPE 1 | 303A-10 303A-10.3 | 754 | SF | \$ 105. | \$ 79,170. |
| 88 | REMOVE, SALVAGE, AND RECONSTRUCT FENCE AND GATE | 300-1.3.2C | 1 | EA | \$ 120. | \$ 120. |
| 89 | 4' WALK GATE | 304-3.3 304-3.4 | 1 | EA | \$ 640. | \$ 640. |
| 90 | 14' SWING GATE | 304-3.4 304-3.3 | 1 | EA | \$ 1,400. | \$ 1,400. |
| 91 | 20' WIDE DOUBLE SWING GATE | 304-3.4 304-3.3 | 2 | EA | \$ 2,150. | \$ 4,300. |
| 92 | 26' WIDE DOUBLE SWING GATE. | 304-3.4 304-3.3 | 1 | EA | \$ 2,400. | \$ 2,400. |
| 93 | CRUSHED MISCELLANEOUS BASE (CMB) | 200-2.4 301-2.1 301-2.4 | 8,763 | CY | \$ 23. | \$ 201,549. |
| 94 | TERMINAL SYSTEM (TYPE ET) | 304-2.3 | 2 | EA | \$ 3,500. | \$ 7,000. |
| 95 | TRANSITION RAILING (TYPE WB) | 304-2.3 | 2 | EA | \$ 3,900. | \$ 7,800. |
| 96 | ASPHALT CONCRETE DIKE (TYPE C) | 39-7.01 203-6 | 150 | LF | \$ 9. | \$ 1,350. |
| 97 | ASPHALT CONCRETE DIKE (TYPE F) | 39-7.01 203-6 | 75 | LF | \$ 12. | \$ 900. |
| SECTION 3D - ROADWAY - Removals | | | | | | |
| 98 | CLEARING & GRUBBING | 300-1 | 1 | LS | \$ 71,000. | \$ 71,000. |
| 99 | REMOVE EXISTING AC CURB/BERM | 300-1 | 2,980 | LF | \$ 1.50 | \$ 4,470. |
| 100 | REMOVE EXISTING SIDEWALK | 300-1.3.2c 6-1.3 | 185 | SF | \$ 1. | \$ 185. |
| 101 | REMOVE EXISTING CHAIN LINK FENCE | 300-1.4 | 2,780 | LF | \$ 2.80 | \$ 7,784. |
| 102 | REMOVE EXISTING ASPHALT PAVING AND SUBGRADE | 300-1.3.2a 300-1.4 | 7,160 | CY | \$ 21. | \$ 150,360. |
| 103 | REMOVE EXISTING CONCRETE CURB & GUTTER | 300-1.3.2c 6-1.3 | 1,185 | LF | \$ 5.50 | \$ 6,517.50 |
| 104 | REMOVE EXISTING RAISED AC MEDIAN ISLAND | 300-1.3.2c 6-1.3 | 2,775 | SF | \$ 1.35 | \$ 3,746.25 |
| 105 | REMOVE EXISTING CONCRETE MEDIAN ISLAND | 300-1.3.2c 6-1.3 | 228 | SF | \$ 2. | \$ 456. |
| 106 | ADJUST MANHOLES TO GRADE | 301-1.6 301-1.7 | 3 | EA | \$ 450. | \$ 1,350. |
| 107 | RECONSTRUCT VALVES ADJUST VALVES TO GRADE | 301-1.6 301-1.7 | 8 | LF | \$ 325. | \$ 2,600. |
| 108 | ADJUST VALVES TO GRADE | 301-1.6 301-1.7 | 10 | EA | \$ 425. | \$ 4,250. |

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|---------------------------------------|---|---------------------------------|--------|-----------------|------------|------------|
| 109 | REMOVE FLASHING BEACON/STREET LIGHT | 300-1.4 | 2 | EA | \$2,500. | \$5,000. |
| 110 | REMOVE OVERHEAD LIGHTS | 300-1.4 | 2 | EA | \$3,200. | \$6,400. |
| 111 | REMOVE CONCRETE CURB RAMP | 300-1 300-1.4 | 480 | SF | \$1.60 | \$768. |
| 112 | REMOVE CONCRETE DRIVEWAY | 300-1 300-1.4 | 1,715 | SF | \$2.30 | \$3,944.50 |
| SECTION 3E - ROADWAY - Traffic | | | | | | |
| 113 | TRAFFIC CONTROL | 7-10.1 | 1 | LS | \$35,000. | \$35,000. |
| 114 | PORTABLE CHANGEABLE MESSAGE SIGN | 7-15 | 2 | EA | \$11,200. | \$22,400. |
| 115 | ROADSIDE SIGNS | 315-1 56-2.06 | 66 | EA | \$335. | \$22,110. |
| 116 | INSTALL "AMERICAN RECOVERY AND REINVESTMENT ACT" SIGNS (PROVIDED BY CITY) | 7-15.1 | 2 | EA | \$142. | \$284. |
| 117 | (OMITTED) | | | | \$ | \$ |
| 118 | LAPTOP COMPUTER | | 1 | ALW | \$4,000.00 | \$4,000.00 |
| 119 | NEW TRAFFIC SIGNAL - DEL AMO @ MAPLE | 307 86-8.02 | 1 | LS | \$175,000. | \$175,000. |
| 120 | TRAFFIC SIGNAL MODIFICATION - DEL AMO @ CRENSHAW | 307 86-8.02 | 1 | LS | \$115,000. | \$115,000. |
| 121 | NEW TRAFFIC SIGNAL - DEL AMO @ MADRID | 307 86-8.02 | 1 | LS | \$140,000. | \$140,000. |
| 122 | NEW TRAFFIC SIGNAL - DEL AMO @ MARINER | 307 86-8.02 | 1 | LS | \$185,000. | \$185,000. |
| 123 | PAVEMENT MARKINGS | 210-1.6.2 84-2 | 330 | SF | \$2.75 | \$907.50 |
| 124 | CALTRANS 2006 STD PLAN A20A - DETAIL 9 | 84-2.06 210-1.6.2 85-1.09 | 16,700 | LF | \$.40 | \$6,680. |
| 125 | CALTRANS 2006 STD PLAN A20A DETAIL 21 | | 54 | LF | \$1.10 | \$59.40 |
| 126 | CALTRANS 2006 STD PLAN A20A DETAIL 22 | | 890 | LF | \$1.10 | \$979. |
| 127 | CALTRANS 2006 STD PLAN A20B DETAIL 26 Markers | | 250 | EA | \$1.10 | \$275. |
| 128 | CALTRANS 2006 STD PLAN A20B DETAIL 27B | | 2259 | LF | \$.40 | 903.60 |
| 129 | CALTRANS 2006 STD PLAN A20B DETAIL 28 | | 33 | LF | \$1.10 | 36.30 |
| 130 | CALTRANS 2006 STD PLAN A20B DETAIL 29 | 214, 312 84-2.06 | 2315 | LF | \$1.10 | 2,546.50 |
| 131 | CALTRANS 2006 STD PLAN A20D DETAIL 38 | 210-1.6.2 85-1.09 | 1,878 | LF | \$.85 | 1,596.30 |
| 132 | CALTRANS 2006 STD PLAN A20E 12" CROSS WALK LINE | | 1,267 | LF | \$1.95 | 2470.65 |
| 133 | CALTRANS 2006 STD PLAN A20E 12" WHITE LIMIT LINE | | 91 | LF | \$1.95 | 177.45 |

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|--|---|--|-------------------|-----------------|--------------|-----------------|
| 134 | K Marker (TYPE 2 OM2-1H) (SEE 2009 FED. MUTCD, PG 135) | 216 82-1.06 | 5 | EA | \$ 110. ✓ | \$ 550. ✓ |
| 135 | N Markers (TYPE 1 OM1-1) (SEE 2009 FED. MUTCD, PG 135) | | 2 | EA | \$ 110. ✓ | \$ 220. ✓ |
| SECTION 4 - STRUCTURES | | | | | | |
| 136 | CONCRETE BARRIERS TYPE 25 (MOD) BRIDGE | 303A-8, 218-2 | 407 | LF | \$ 45. ✓ | \$ 18,315. ✓ |
| 137 | CONCRETE BARRIERS TYPE 60 (A) BRIDGE | 303A-8, 218-2 | 213 | LF | \$ 60. ✓ | \$ 12,780. ✓ |
| 138 | CONCRETE BARRIERS TYPE 25 (MOD) WALL | 303A-8, 218-2 | 2,490 | LF | \$ 55. ✓ | \$ 136,950. ✓ |
| 162 133 | CONCRETE BARRIER SLAB (WALL) | 303A-8, 218-2 300-13.9 | 2,490 | LF | \$ 260. ✓ | \$ 647,400. ✓ |
| 163 134 | CHAIN LINK RAILING (TYPE 7) | 304-3 | 2,897 | LF | \$ 67. ✓ | \$ 194,099. ✓ |
| 164 135 | BRIDGE PILING - FURNISH | 305-1 | 10,726 | LF | \$ 45. ✓ | \$ 482,670. ✓ |
| 165 136 | BRIDGE PILING - INSTALL | 305-1 | 222 | EA | \$ 1,000. ✓ | \$ 222,000. ✓ |
| 166 137 | STRUCTURAL CONCRETE BRIDGE (F) | 9-1.015 303A-2 | 2,028 | CY | \$ 450. ✓ | \$ 902,460. ✓ |
| 167 138 | STRUCTURAL CONCRETE BRIDGE FOOTING (F) | 9-1.015 303A-2 | 930 | CY | \$ 400. ✓ | \$ 372,000. ✓ |
| 139 | STRUCTURAL APPROACH SLAB (TYPE N) | 303A-3 | 200 | CY | \$ 110. ✓ | \$ 22,000. ✓ |
| 140 | PRECAST GIRDERS - FURNISH | 303A-4 | 11 | EA | \$ 40,000. ✓ | \$ 440,000. ✓ |
| 141 | PRECAST GIRDERS - INSTALL | 303A-4 | 11 | EA | \$ 3,600. ✓ | \$ 39,600. ✓ |
| 142 | BAR REINFORCING STEEL | 303A-7 | 480,700 | LBS | \$.65 | \$ 312,455. ✓ |
| 143 | MECHANICALLY STABILIZED EARTH (MSE) WALL | 300-13 | 52,000 | SF | \$ 37. ✓ | \$ 1,924,000. ✓ |
| 144 | TRUCKING FILL FOR MSE WALL (CITY SUPPLIED) (OMITTED) | 300-5.2 300-4.9 | 15,000 | CY | \$ | \$ |
| 145 | JOINT SEAL BRIDGE, MR= 1 1/2" | 303A-6 | 248 | LF | \$ 65. ✓ | \$ 16,120. ✓ |
| 146 | JOINT SEAL, CONCRETE BARRIERS AND BARRIER SLABS MR= 1" | 83-2.02D 51 | 205 | LF | \$ 55. ✓ | \$ 11,275. ✓ |
| SECTION 5a - UTILITIES - Water | | | | | | |
| 147 | ELEVATED HYDRANT (STRUCTURE) | 215-2 313-4.1 | 3 | EA | \$ 9,700. ✓ | \$ 29,100. ✓ |
| 148 | RELOCATE FIRE HYDRANT | 5-4 | 1 | EA | \$ 2,800. ✓ | \$ 2,800. ✓ |
| 149 | RELOCATE WATER METER | 5-4 | 1 | EA | \$ 1,400. ✓ | \$ 1,400. ✓ |
| SECTION 5b - UTILITIES - Lighting | | | | | | |
| 150 | LIGHT POLE FIXTURES (SCE) (OMITTED) | 86-8.03 | 40 | EA | \$ | \$ |
| 151 | ELECTRICAL (SCE) (OMITTED) | 86-8.03 | 1 | LS | \$ | \$ |

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|---------------------------------------|---|--------------------|--------------|-----------------|------------|------------|
| 152 | PULL BOX (SCE) | 86-2.06 86-7.03 | 42 | EA | \$250. | \$10,500. |
| 153 | CONDUIT, WIRE, TRENCH & BACKFILL (SCE) | 86-2.05 | 1 | LS | \$40,000. | \$40,000. |
| 154 | PEDESTAL, PAD & GROUNDING (SCE) | 86-2.04 86-8.03 | 2 | EA | \$3,500. | \$7,000. |
| 155 | LIGHT POLE FIXTURES (CITY) | 86-8.03 | 13 | EA | \$3,600. | \$46,800. |
| 156 | ELECTRICAL (CITY) (OMITTED) | 86-2.03 | 4 | LS | \$ | \$ |
| 157 | PULL BOX (CITY) | 86-2.06 86-7.03 | 18 | EA | \$800. | \$14,400. |
| 158 | CONDUIT, WIRE, TRENCH & BACKFILL (CITY) | 86-2.05 | 1 | LS | \$87,000. | \$87,000. |
| 159 | PEDESTAL, PAD & GROUNDING (CITY) | 86-2.04 86-8.03 | 2 | EA | \$5,200. | \$10,400. |
| SECTION 6 RAILROAD RELOCATION | | | | | | |
| 160 | TRACK CONSTRUCTION INCLUDING RAIL, BALLAST, TIES, SUB-BALLAST, EARTHWORK, AND OTHER TRACK MATERIAL INCLUDING DISPOSAL OF REMOVED MATERIALS. | 316 | 1 | LS | \$144,000. | \$144,000. |
| SECTION 7 EXXONMOBIL GATE ARMS | | | | | | |
| 161 | TRENCH, CONDUITS, PULL ROPES AND BACKFILL FOR POWER AND SIGNAL WIRING OF GATE ARMS | 306-1.2.17 | 1 | LS | \$42,000. | \$42,000. |

TOTAL BID PRICE \$ 10,533,684.25
(Figures)*

TOTAL BID PRICE: Ten million FIVE HUNDRED THIRTY THREE THOUSAND
(Words)*

SIX HUNDRED Eighty four dollars Twenty Five cents

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

B2010-12

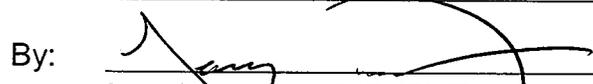
BIDDER'S PROPOSAL (Continued) B2010-12

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: SULLY-MILLER CONTRACTING COMPANY

Date: JULY 9, 2010 By: 

GARY DOWNEY, ASSISTANT SECRETARY

Contractor's State License No. 747612 Class A

Address: 135 S. STATE COLLEGE BLVD., #400, BREA, CA 92821

Phone: (714) 578-9600

Fax: (714) 578-9672

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE



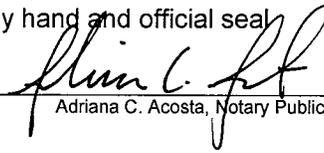
On July 13, 2010 before me, Adriana C. Acosta, personally appeared Gary Downey

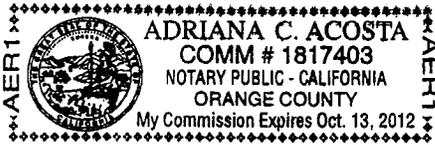
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal

Signature


Adriana C. Acosta, Notary Public



Notary Seal

OPTIONAL

Description of Attached Document

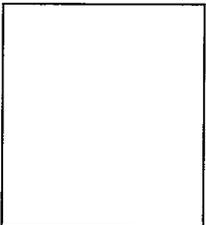
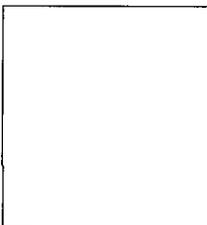
Title or Type of Document: Bidder's Proposal

Document Date: July 9, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Individual | | <input type="checkbox"/> Individual | |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer – Title(s) | _____ |
| <input type="checkbox"/> Partner – Limited/General | _____ | <input type="checkbox"/> Partner – Limited/General | _____ |
| <input type="checkbox"/> Attorney In Fact | Right Thumbprint of Signer | <input type="checkbox"/> Attorney In Fact | Right Thumbprint of Signer |
| <input type="checkbox"/> Trustee |  | <input type="checkbox"/> Trustee |  |
| <input type="checkbox"/> Guardian or Conservator | | <input type="checkbox"/> Guardian or Conservator | |
| <input type="checkbox"/> Other | | <input type="checkbox"/> Other | |

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

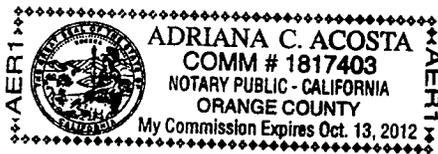
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF ORANGE



On July 13, 2010 before me, Adriana C. Acosta, personally appeared Gary Downey

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



Notary Seal

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

WITNESS my hand and official seal

Signature

Adriana C. Acosta, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Acknowledgment of Addenda Received

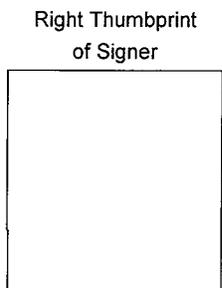
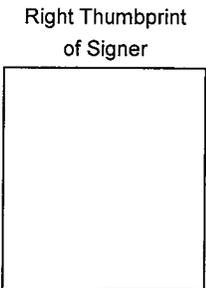
Document Date: July 9, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | | | |
|--|----------------------------|---|-------|
| <input type="checkbox"/> Individual | | <input type="checkbox"/> Individual | |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer – Title(s) | _____ |
| <input type="checkbox"/> Partner – Limited/General | _____ | <input type="checkbox"/> Partner – Limited/General | _____ |
| <input type="checkbox"/> Attorney In Fact | | <input type="checkbox"/> Attorney In Fact | |
| <input type="checkbox"/> Trustee | | <input type="checkbox"/> Trustee | |
| <input type="checkbox"/> Guardian or Conservator | | <input type="checkbox"/> Guardian or Conservator | |
| <input type="checkbox"/> Other | | <input type="checkbox"/> Other | |



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: June 16, 2010

TO

PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
DEL AMO BOULEVARD EXTENSION, T-30
FEDERAL PROJECT NO. ESPLRSTP 5249-(021)
B2010-12

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

1. Refer to Specifications Section A - NOTICE INVITING BIDS:

Add the following:

The City will conduct a **mandatory pre-bid job walk** for all bidders/subcontractors on **Tuesday, June 29, 2010 at 9:00 a.m.** Those attending this meeting are required to meet and sign-in with City staff at the northwest corner of the intersection of Crenshaw Boulevard and Del Amo Boulevard in Torrance, CA. The purpose of the job walk is for the City to provide a tour of the Del Amo Boulevard jobsite to prospective bidders and subcontractors. This tour will be the only time prospective bidders and subcontractors may visit and inspect the jobsite. NOTE: As the site is currently an active construction site, you **MUST** wear a safety vest, hard hat, steel-toed boots and safety glasses.

2. Refer to Specifications Section B - INSTRUCTIONS TO BIDDERS, Subsection L. PRE-BID INQUIRIES:

Answers to pre-bid inquiries will be posted on the City's website at <http://www.torranceca.gov/9980.htm>

3. Refer to the Special Provisions SECTION 5-3 REMOVAL. Add the following.

For the Abandoned 8" Mobil (M-134 Line) pipeline that currently conflicts with the location of future piles for the future foundation for the westerly bridge abutment, the Contractor shall allow ExxonMobil to remove its abandoned oil pipeline in the timeframe immediately following the Contractor having performed grading operations required for driving piles and also prior to driving piles in that location. The Contractor shall provide ExxonMobil (owner) a minimum of ten (10) working days notice as to when ExxonMobil (owner) can begin their work and allow ExxonMobil (owner) five (5) working days (excluding rain delays) to remove their conflicting abandoned oil line.

The cost for the coordination of the abandoned 8" Mobil (M-134 Line) removal shall be included in the Bid for the items of work necessitating such removals, no additional payment shall be allowed therefore.

4. Refer to the Special Provisions page E-65, MECHANICALLY STABILIZED WALLS, SECTION 300-13.1 General.

Delete the following sentence:

Known Contractors with prequalified earth retaining systems are listed below:

and the subsequent Chart.

| | Address and Phone Number |
|---|--|
| Reinforced Earth (5 ft cruciform concrete face panels; 5 ft square concrete face panels) | The Reinforced Earth Company 1 Orchard Road, Suite 220 Lake Forest, CA 92630 (949) 587-3060 www.reinforcedearth.com |
| Retained Earth (5 ft square concrete face panels) | Foster Geotechnical 1660 Hotel Circle North, Suite 304 San Diego, CA 92108 (619) 688-2400 www.lbfoster.com |
| MSE Plus (5 ft square concrete face panels; 5 ft high by 6 ft wide concrete face panels) | SSL 4740 Scotts Valley Drive, Suite 'E' Scotts Valley, CA 95066 (831) 430-9300 |
| Port-O-Wall Precast Concrete Retaining Wall System | Port-O-Wall Systems, LLC 585 Fifth Street West, #182 Sonoma, CA 95476 (707) 938-4516 www.port-o-wall.com |
| ARES (9 ft wide by 5 ft high concrete face panels) | Tensar Earth Technologies, Inc. 34892 Calle Fortuna Capistrano Beach, CA 92624 (949) 488-7054 www.tensarcorp.com |

Add the following:

Refer to the State's website at http://www.dot.ca.gov/hq/esc/approved_products_list/ for the Caltrans Pre-Qualified Product List and click on the link for "Earth Retaining Systems" to view the current list of pre-approved Alternative Earth Retaining Systems.

Not all vendors/products listed on the Caltrans website conform to the project specifications.

To qualify for use on this project, any proposed alternative system must be approved by Caltrans on or before the bid opening date and also conform to the project specifications. The City reserves the right to evaluate and decide whether or not an alternative system conforms to the project specifications.

By Order of the City Engineer

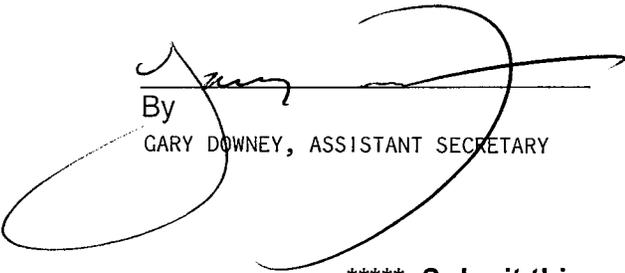
/S/ Craig Bilezerian

CRAIG BILEZERIAN
Engineering Manager

BIDDER'S CERTIFICATION

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

SULLY-MILLER CONTRACTING COMPANY
Bidder


By
GARY DOWNEY, ASSISTANT SECRETARY

JULY 9, 2010
Date

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

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 2
Issued: July 9, 2010

TO

**PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
DEL AMO BOULEVARD EXTENSION, T-30
FEDERAL PROJECT NO. ESPLRSTP 5249-(021)
B2010-12**

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

1. REFER TO ELECTRICAL STREET LIGHTING – PLAN 2, SHEET E-102 (SHEET 124 OF 134).

At STA 23+75 the note "EXISTING SIGNAL POLE TO BE REMOVED" is hereby deleted. There is no signal pole at this location.

2. Refer to SOUTHERN CALIFORNIA EDISON (SCE) PLAN SHEETS 1 & 2 at the end of the plan set.

SCE will relocate their power poles in 2 phases to accommodate construction of the new City storm drain. Phase 1 is scheduled for September 2010. Included in Phase 1 is the installation of poles 7, 11, 13, 15, 17, 29, 21, 23, 25, 27, and 28 followed by the removal of existing power poles 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24 and 26. Next for Phase 2, SCE will install poles 1, 3, 5, and 9 following completion of the adjacent proposed storm drain.

The successful contractor must construct the new City storm drain immediately following SCE's completion of its Phase 1 and within a period of sixty (60) working days.

NOTE: All equipment shall maintain a ten (10) foot clearance of overhead power lines. Proposed lines will be approximately 40 feet clear of existing grade.

3. Refer to pages C-2, C-5 and C-7 of the Bidder's Proposal document on blue-colored paper included with the Contract Documents.

Shown below is an excerpt from page C-2. Inadvertently, there are two Bid Items #20 and there is no fixed amount provided for the allowance for Bid Item #22. To correct these inadvertent errors, the second Bid Item #20 is hereby renumbered as Bid Item #20A and the amount of the allowance for Bid Item #22 is hereby added as "\$5,000."

See table below. The bidder shall make these corrections as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| | | | | | | |
|-----|--|--|---|-------|----------|----------|
| 20 | 12-STATION IRRIGATION CONTROLLER AND ENCLOSURE | 212-3.4, 308-5.5, 308-5.7 308-8.3 | 1 | EA | \$ | \$ |
| 20A | 32-STATION IRRIGATION CONTROLLER AND ENCLOSURE | 212-3.4, 308-5.5, 308-5.7 308-8.3 | 1 | EA | \$ | \$ |
| 21 | ELECTRICAL SERVICE (TWO LOCATIONS) | 308-5.8 | 2 | EA | \$ | \$ |
| 22 | CONTROL AND NEUTRAL CONDUCTORS | 212-3.2.2 | 1 | ALLOW | \$ 5,000 | \$ 5,000 |
| 23 | INSTALL 1" WATER METER | 215-6.1 Pg. 53 | 1 | EA | \$ | \$ |

Shown below is an excerpt from page C-5. Bid Item #107 is hereby renamed to "RECONSTRUCT VALVES". The bidder shall make this change as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| | | | | | | |
|-----|---|--------------------|---|----|----|----|
| 107 | RECONSTRUCT VALVES ADJUST VALVES TO GRADE | 301-1.6 301-1.7 | 8 | LF | \$ | \$ |
|-----|---|--------------------|---|----|----|----|

Shown below is an excerpt from page C-7. Inadvertently, there are several Bid Items that are incorrectly numbered from #133 to #138. These Bid Items are hereby renumbered respectively as #162 through #167 and as shown in the table below.

Bid Item #144 is hereby deleted as shown below.

The bidder shall make these corrections as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| | | | | | | |
|----------------|--|--------------------|---------|-----|----|----|
| 133 | CONCRETE BARRIERS TYPE 25 (MOD) WALL | 303A-8, 218-2 | 2,490 | LF | \$ | \$ |
| 162 | | 303A-8, 218-2 | | | | |
| 134 | CONCRETE BARRIER SLAB (WALL) | 300-13.9 | 2,490 | LF | \$ | \$ |
| 163 | | | | | | |
| 134 | CHAIN LINK RAILING (TYPE 7) | 304-3 | 2,897 | LF | \$ | \$ |
| 164 | | | | | | |
| 135 | BRIDGE PILING - FURNISH | 305-1 | 10,726 | LF | \$ | \$ |
| 165 | | | | | | |
| 136 | BRIDGE PILING - INSTALL | 305-1 | 222 | EA | \$ | \$ |
| 166 | | | | | | |
| 137 | STRUCTURAL CONCRETE BRIDGE | 303A-2 | 2,028 | CY | \$ | \$ |
| 167 | | | | | | |
| 138 | STRUCTURAL CONCRETE BRIDGE FOOTING | 303A-2 | 930 | CY | \$ | \$ |
| 167 | | | | | | |
| 139 | STRUCTURAL APPROACH SLAB (TYPE N) | 303A-3 | 200 | CY | \$ | \$ |
| 140 | PRECAST GIRDERS - FURNISH | 303A-4 | 11 | EA | \$ | \$ |
| 141 | PRECAST GIRDERS - INSTALL | 303A-4 | 11 | EA | \$ | \$ |
| 142 | BAR REINFORCING STEEL | 303A-7 | 480,700 | LBS | \$ | \$ |
| 143 | MECHANICALLY STABILIZED EARTH (MSE) WALL | 300-13 | 52,000 | SF | \$ | \$ |
| 144 | TRUCKING FILL FOR MSE WALL (CITY-SUPPLIED) | 300-5.2 300-4.9 | 15,000 | CY | \$ | \$ |

4. Refer to page C-4 of the Bidder's Proposal document on blue-colored paper included with the Contract Documents.

Shown below is an excerpt from page C-4. Bid Item #70 is shown as omitted. Bid Item #70 is now hereby added with a \$25,000 allowance per the table below. The bidder shall make these changes as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|----------|--|------|------|-----------------|------------|-----------|
| | (OMITTED) | | | | | |
| 70 | INSTALL TRAFFIC GATE ASSEMBLY PROVIDED BY OTHERS | | 1 | ALLOW | \$25,000 | \$25,000 |

5. Refer to the Special Provisions page E-11, **SURVEYING, SECTION 2-9.2.1 Surveying Services by City.**

Items 7, 8, and 9 are hereby deleted from the services provided by the City and are hereby added to the Contractor's requirements. Said items shall be considered a part of the Lump Sum for SURVEYING and paid as such.

~~7. Establish curb/gutter and median curb/gutter (sheets C-304 through C-310)~~

~~8. Establish Curb & Gutter on north side of Del Amo Blvd between Crenshaw Blvd and BOC Gases driveway entrance (sheets C-306 and C-311)~~

~~9. Drainage Channel as shown on sheet D-105~~

6. Refer to the Special Provisions page E-22, **CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK, SECTION 6-1.2 Criteria.**

Add the following:

"9) To coordinate construction with SCE's power pole relocations and the new City storm drain shown on the Storm Drain Plan sheets D-103 and D-104, Contractor shall schedule and complete construction of the storm drain within sixty (60) working days from the latter of either: a) the date on the City's Notice to Proceed issued to the Contractor; or b) the date SCE completes of Phase 1 of their relocation work as defined in item 2 of this addendum."

7. Refer to the Special Provisions page E-24, **SECTION 6-9 LIQUIDATED DAMAGES.** Add the following:

"The Contractor shall complete any and all work related to the installation of the new City storm drain shown on Plan Sheets D-103 and D-104 no later than sixty (60) working days subsequent to the latter of either: a) the date on the City's Notice to Proceed issued to the Contractor; or b) the date SCE completes of Phase 1 of their relocation work as defined in item 2 of this addendum. Should the Contractor not complete any and all work on or before the 60th working day, it will be assessed a penalty of \$500 for each working day thereafter. Said penalty will be deducted from a payment due to the Contractor.

The City, BNSF Railway, and LACMTA have executed an Overpass Agreement, as shown in Appendix IX. Per Article II, Section 5 of the Overpass Agreement, the City has agreed to pay BNSF for a maximum of 250 eight-hour working days of flagmen required to complete all spur line track and tie-in work. 110 days of flagging is required to compensate BNSF for installing the new spur line tie-ins. The City's contractor may not be allowed to perform any of its spur line track installation concurrently with BNSF's work. Consequently, the City's Contractor has 140 days to complete the installation of the spur line track for which the City will pay BNSF the cost of flagging for those 140 days. If the Contractor exceed 140 working days for this work and if the City is charged by BNSF for flagmen in an amount that exceeds the 140 days, then the City may assess these charges to the Contractor. Said charges for flagging will be deducted from a payment due to the Contractor.

8. Refer to the Special Provisions page E-24 **SEQUENCE OF CONSTRUCTION, SECTION 6-11.**

Items #1 and #2 are hereby reversed in order and renumbered as shown below.

"1. Install storm drain

2. Relocate BNSF railroad tracks; Construct curb and gutter, sidewalk, base paving of Del Amo Boulevard west of Maple Avenue; and/or Traffic Signal work"

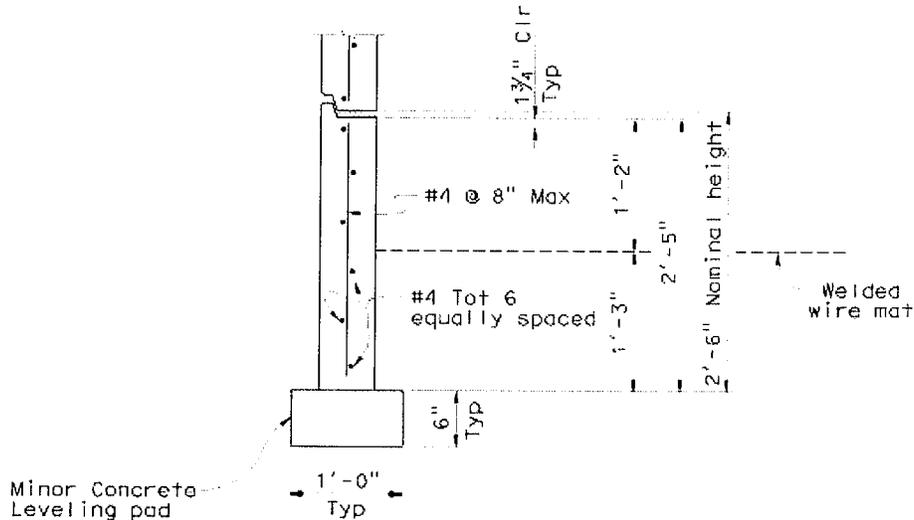
9. Refer to the Special Provisions **MECHANICALLY STABILIZED EARTH WALLS, SECTION 300, Subsection 300-13.6.2 Concrete.**

Please add the following to the last paragraph:

"The minor concrete leveling pads shall also conform to Caltrans Detail No. 1 for Mechanically Stabilized Embankment XS Sheet Number xs-13-020-1e."

The Detail is shown below and can be downloaded from:

<http://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-standard-detail-sheets/sec13.html>



BOTTOM HALF PANEL

1:10

10. Refer to the Special Provisions page E-90, SECTION 303A-9.1 Payment.

The second paragraph is hereby revised as shown below to strike the words as shown.

“The contract price paid per linear foot for concrete barrier of the Types listed in the proposal shall include full compensation for furnishing all labor, materials, transportation, tools, equipment and incidentals and for doing all the work involved in constructing concrete barrier complete in place, including earthwork, ~~and barrier lighting fixtures,~~ as shown on the plans, and as specified in the referenced Standard Specifications and these special provisions.”

The barrier lighting fixtures located on the MSE Wall will be paid for as part of Bid Item #155 LIGHT POLE FIXTURES (CITY).

By Order of the City Engineer

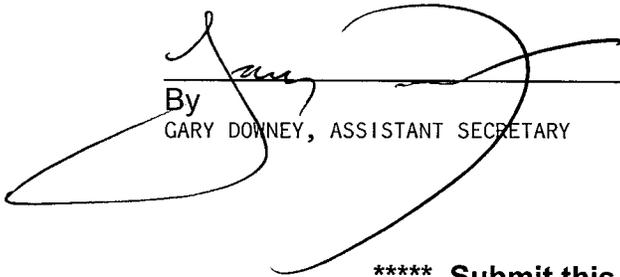
/S/ Craig Bilezerian

CRAIG BILEZERIAN
Engineering Manager

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained therein.

SULLY-MILLER CONTRACTING COMPANY
Bidder


By
GARY DOWNEY, ASSISTANT SECRETARY

JULY 9, 2010
Date

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

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 3

Issued: July 14, 2010

TO

PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
DEL AMO BOULEVARD EXTENSION, T-30
FEDERAL PROJECT NO. ESPLRSTP 5249-(021)
B2010-12

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

1. Refer to Specifications SECTION A – NOTICE OF INVITING BIDS.

The City has delayed by two (2) weeks the date to open bids. Consequently, the first paragraph is hereby revised as follows:

"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, July 22, 2010 August 5, 2010**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City."

2. Refer to Specifications Section A - NOTICE INVITING BIDS and to ADDENDUM #1, Item #1 issued June 16, 2010:

Add the following:

The City will conduct a second **pre-bid job walk** for bidders and subcontractors on **Thursday, July 22, 2010 at 9:00 a.m.** The meeting will begin at the northwest corner of the intersection of Crenshaw Boulevard and Del Amo Boulevard in Torrance, CA. Those attending this meeting are required to meet with City staff and provide contact information to confirm your attendance. The purpose of the job walk is for the City to provide a second and final tour of the Del Amo Boulevard jobsite to prospective bidders and subcontractors to visit and inspect the jobsite. NOTE: As the site is currently an active construction site, you **MUST** wear a safety vest and steel-toed boots.

This second pre-bid job walk is mandatory for all prime contractors who, regardless of the reason, did not or could not attend the first pre-bid job walk on Tuesday, June 29, 2010. Those that attended the first pre-bid job walk are welcome to attend this second pre-bid job walk; however, it is not mandatory for you to attend. Subcontractors are encouraged to attend, but your attendance is not mandatory.

The City will accept and evaluate a bid from a prime contractor that attended one of the mandatory pre-bid job walks. Those that did not attend either mandatory pre-bid job walk will be considered non-responsive or not responsible.

3. Refer to Specifications SECTION F, FEDERAL REQUIREMENTS AND LOS ANGELES COUNTY FEDERAL WAGE RATES.

The City of Torrance hereby notifies prospective bidders that the **applicable federal wage rates for this project has been revised as of July 2, 2010** and can be found at: <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>

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

By Order of the City Engineer

/S/ Craig Bilezerian

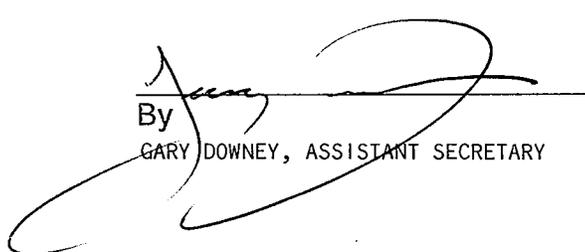
CRAIG BILEZERIAN
Engineering Manager

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 3 and accept all conditions contained therein.

SULLY-MILLER CONTRACTING COMPANY

Bidder

By 

GARY DOWNEY, ASSISTANT SECRETARY

JULY 15, 2010

Date

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

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

CITY OF TORRANCE, CALIFORNIA

**ADDENDUM NO. 4
Issued: July 22, 2010**

TO

**PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
DEL AMO BOULEVARD EXTENSION, T-30
FEDERAL PROJECT NO. ESPLRSTP 5249-(021)
B2010-12**

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

1. Refer to Specifications SECTION A – NOTICE OF INVITING BIDS and ADDENDUM No. 3 - Item #1.

The City has again delayed the date to open bids. Consequently, the first paragraph, per Addendum #3, is hereby deleted in its entirety and new language is added as follows:

"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 10:00 a.m. on Friday, August 6, 2010**, after which time they will be publicly opened and read at approximately 10:20 a.m. in the Council Chambers of said City:"

2. Refer to the PLAN SHEETS S-106, S-107, S-110, & S-112 (sheets 71, 72, 75, and 76) Bearing Pad Dimensions.

The various references on these plan sheets and listed shown below regarding the bearing pads are hereby deleted.

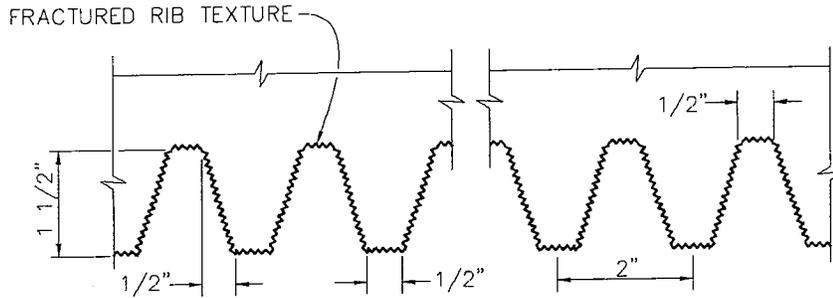
- 18" X 16" X 1" Elastomeric Reinforced Steel Bearing Pads: and
- Elastomeric Bearing Pad 18" X 14" X 1 1/2" Steel Reinforced Bearing Pad: and
- 18" X 14" X 1 1/2" Steel Reinforced Bearing Pad

Add the following reference on these plan sheets to replace the above-deleted references regarding the bearing pads

18" X 12" X 2.5" Elastomeric Reinforced Steel Bearing Pads

3. Refer to PLAN SHEET S-111 (sheet 76) Abutment Details No. 4.

The detail below is hereby added to plan sheet to address the architectural treatment.



(FRACTURED RIB TEXTURE)
ARCHITECTURAL TREATMENT
 NTS

4. Refer to PLAN SHEETS E-101 through E-106 (Sheets 123 through 128) and to the "Symbols" and "Construction Notes"

The "Symbols" section is hereby revised as shown below.

SYMBOLS

| | |
|---|---|
|  | <p>1 1/2" RIGID GALVANIZED STEEL CONDUIT ENCASED IN BRIDGE STRUCTURE. PVC SCH 40 IN UNDERGROUND LOCATIONS, 30" BELOW GRADE UNLESS OTHERWISE NOTED. #6 AWG CONDUCTORS AND #8 GND UNLESS OTHERWISE NOTED.</p> |
|  | <p>2" PVC SCHEDULE 40 CONDUIT, 30" BELOW GRADE CONDUIT PLACED BY CONTRACTOR AND WIRE INSTALLED BY SOUTHERN CALIFORNIA EDISON (SCE).</p> |
| <p>#6 □</p> | <p>CALTRANS TYPE 5 OR TYPE 6 PULLBOX, TYPE AS INDICATED, SEE DETAIL 3, SHEET E-108</p> |
|  | <p>200 WATT HPS CUT-OFF LUMINAIRE ON 28' CONCRETE STREET LIGHT POLE MOUNTED ON BRIDGE STRUCTURE WITH PULL BOX AND FUSEHOLDER. NUMBERS NEXT TO SYMBOL DESIGNATE CIRCUIT. CALTRANS TYPE 9A PULL BOX, UNLESS OTHERWISE NOTED</p> |
|  | <p>PROPOSED 22,000 LUMEN (200 WATT) HPS LAMPS ON 30' CONCRETE STREET LIGHT POLE, AND PULL BOX. STREET LIGHT POLE, LUMINAIRE, CONDUIT, WIRE AND TRAFFIC RATED TYPE 5 PULLBOX BY SCE. CONDUIT AND PULL BOX PLACED BY CONTRACTOR</p> |

The "Construction Notes" section is hereby revised as shown below.

CONSTRUCTION NOTES:

- ① FURNISH STREET LIGHT – AMERON POLE NO. 1C1-28 N8 (28 FOOT CONCRETE POLE) UNDERGROUND SERVICED, GENERAL ELECTRIC M2RC-20S1A-1GMC3, M-250R2, LUMINAIRE WITH CUT OFF, 200 WATT HIGH PRESSURE SODIUM, 8 FOOT ARM, 2 FOOT BEHIND CURB FACE UNLESS OTHERWISE NOTED. INSTALLED BY SOUTHERN CALIFORNIA EDISON.
- ② STREET LIGHT INSTALLATION TO BE COORDINATED WITH SOUTHERN CALIFORNIA EDISON, EXACT LOCATION OF LIGHTS TO BE DETERMINED BY SOUTHERN CALIFORNIA EDISON. ~~CONTRACTOR SHALL PAY ALL COSTS ASSOCIATED WITH THE STREET LIGHT INSTALLATION/REMOVAL.~~
- ③ CONTRACTOR SHALL COORDINATE INSTALLATION OF STREET LIGHTING SYSTEM TO AVOID DISTURBING EXISTING TREES AND TREE ROOT SYSTEM IN PARK WAY.

5. Refer to pages C-3, C-7 and C-8 of the Bidder's Proposal document on blue-colored paper included with the Contract Documents.

The quantity for Bid Item #41 is hereby increased to 27,068 CY and Bid Item #44 is hereby deleted as shown below. The bidder shall make these corrections as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| SECTION 3A - ROADWAY - Earthwork | | | | | | |
|----------------------------------|---------------------------------------|------------------------------|-----------------------------|---------------|----|----|
| 41 | UNCLASSIFIED EXCAVATION | 300-2 | 27,068 17,068 | CY | \$ | \$ |
| 42 | UNCLASSIFIED FILL (IMPORT) | 300-4 | 900 | CY | \$ | \$ |
| 43 | (OMITTED) | | 0 | | \$ | \$ |
| 44 | SLOPE PROTECTION (OMITTED) | 300-11 303A-9 | 300 | CY | \$ | \$ |

Bid Item #151 is hereby deleted as shown below as this work is already included in Bid Item #153. The bidder shall make these corrections as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| SECTION 5b - UTILITIES - Lighting | | | | | | |
|-----------------------------------|---------------------------------------|--------------------|--------------|---------------|----|----|
| 150 | LIGHT POLE FIXTURES (SCE) | 86-8.03 | 40 | EA | \$ | \$ |
| 151 | ELECTRICAL (SCE) (OMITTED) | 86-8.03 | 4 | LS | \$ | \$ |

Bid Item #153 is hereby revised as shown below. Bid Item #156 is hereby deleted as shown below as this work is already included in Bid Item #158. The bidder shall make these corrections as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| | | | | | | |
|----------------|--|--------------------|--------------|---------------|----|----|
| 153 | CONDUIT, WIRE, TRENCH & BACKFILL (SCE) | 86-2.05 | 1 | LS | \$ | \$ |
| 154 | PEDESTAL, PAD & GROUNDING (SCE) | 86-2.04 86-8.03 | 2 | EA | \$ | \$ |
| 155 | LIGHT POLE FIXTURES (CITY) | 86-8.03 | 13 | EA | \$ | \$ |
| 156 | ELECTRICAL (CITY) (OMITTED) | 86-2.03 | 1 | LS | \$ | \$ |

6. Refer to the Special Provisions page E-64, UNCLASSIFIED EXCAVATION, SECTION 300-2.2.1 General.

Add the following:

"A stockpile of unclassified fill with an approximate volume of 10,000 CY is currently stored on City-owned property, just east of the intersection of Del Amo Blvd @ Maple Ave. This material has been tested for geotechnical properties and environmental compliance. A copy of the test reports are available in the Appendices of this document. This unclassified fill material is available for the contractor to use as unclassified fill for this project and can be used only in areas not behind or within the limits of the MSE walls. The Contractor is solely responsible to coordinate and transport the unclassified fill to its final disposition, including grading and compaction efforts.

Payment for loading, unloading, transporting, stockpiling; on-site earthwork/grading; and compaction to being complete in-place for all Unclassified Fill originating from the City's stockpile shall be per the Contract Unit price for UNCLASSIFIED EXCAVATION."

7. Refer to the Special Provisions page E-64, UNCLASSIFIED EXCAVATION, SECTION 300-2.9 Payment.

Add the following:

Payment for excavating, grading, removing, stockpiling, and/or relocating unclassified material to/from the "Overexcavation Limit" shown on the plans shall be considered included in the unit bid item for UNCLASSIFIED EXCAVATION, unless however payment for said excavated material is already included in the unit bid price for another bid item (e.g. REMOVE EXISTING PAYMENT AND SUBGRADE; MSE MECHANICALLY STABILIZED EARTH (MSE) WALL, etc.),

8. Refer to the Special Provisions page E-64 and E-65, UNCLASSIFIED FILL, SECTION 300-4.9 Measurement and Payment.

The first two paragraphs are hereby deleted in their entirety, as shown below.

~~"A stockpile of unclassified fill with an approximate volume of 10,000 CY is currently stored on City-owned property, just east of the intersection of Del Amo Blvd @ Maple Ave. This material has been tested for geotechnical properties and environmental compliance. A copy of the test reports are available in the Appendices. This unclassified fill material is available for the contractor to use as unclassified fill for this project and can be used only in areas not behind or within the limits of the MSE walls. The Contractor is solely responsible to coordinate and transport the unclassified fill to its final disposition, including grading and compaction efforts.~~

~~Payment for loading, unloading, transporting, stockpiling, on site earthwork/grading, and compaction to being complete in place for all Unclassified Fill originating from the City's stockpile shall be per the Contract Unit price for CLEARING AND GRUBBING."~~

9. Refer to the Special Provisions page E-64, SECTION 300-13.1 General.

Add the following after the last paragraph:

"The MSE wall panels shall have a 1 ½" fractured rib texture or similar surface finish on the outside face of the panels. Refer to the Architectural Treatment detail added per Addendum #4 and as Item No. 3."

10. Refer to the Special Provisions page E-108, SECTION 86-2.05E.

Delete the third paragraph in its entirety and replace with the following paragraph:

"Payment for Work in this subsection and for locations off the elevated roadway shall be made on a lump sum basis per the Contract unit price for CONDUIT, TRENCH AND BACKFILL (SCE) and shall include all conduits, handholes, pull ropes, street light cut-outs including temporary pavement, and incidentals.

Payment for Work in this subsection and for locations on the elevated roadway shall be made on a lump sum basis per the Contract unit price for CONDUIT, WIRE, TRENCH AND BACKFILL (CITY) and shall include all conduits, wiring, handholes, pull ropes, street light cut-outs including temporary pavement, and incidentals."

11. Refer to the Special Provisions page E-121, SECTION 86-8.03 Payment Lighting.

The first two paragraphs, as shown below, are hereby deleted in their entirety:

- ~~"Payment for Light Pole Fixtures (SCE) will be made per each unit for the installation of light standard, including base and luminaire, for fixtures designated facilities maintained by Southern California Edison (SCE).~~
- ~~Payment for Electrical (SCE) will be made on a Lump Sum basis for lights on the lighting electrical systems designated facilities maintained by Southern California Edison (SCE). This includes conduit, wiring, trenching, earthwork, and other misc. items for installation complete in place of the lighting electrical system."~~

By Order of the City Engineer

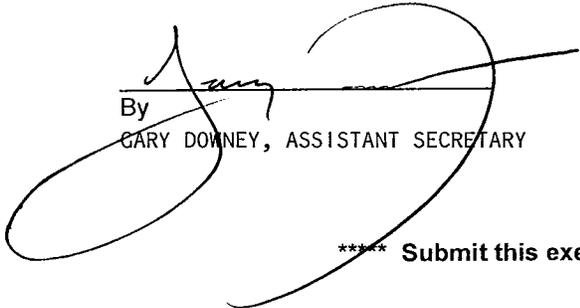
/S/ Craig Bilezerian

CRAIG BILEZERIAN
Engineering Manager

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 4 and accept all conditions contained therein.

SULLY-MILLER CONTRACTING COMPANY
Bidder


By _____
GARY DOWNEY, ASSISTANT SECRETARY

JULY 22, 2010
Date

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

**Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.**

CITY OF TORRANCE, CALIFORNIA

**ADDENDUM NO. 5
Issued: July 27, 2010**

TO

**PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
DEL AMO BOULEVARD EXTENSION, T-30
FEDERAL PROJECT NO. ESPLRSTP 5249-(021)
B2010-12**

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

1. REFER TO SPECIFICATIONS SECTION F, FEDERAL REQUIREMENTS AND LOS ANGELES COUNTY FEDERAL WAGE RATES.

The City of Torrance hereby notifies prospective bidders that the **applicable federal wage rates for this project has been revised as of July 23, 2010**, and can be found at either:
<http://www.dot.ca.gov/hq/esc/oe/federal-wages/>

or at

<http://www.gpo.gov/davisbacon/allstates.html>

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

2. REFER TO THE PLAN SHEETS SP-101 AND SP-103 (SHEETS 49 AND 51) SIGNAL PLANS AND RFI QUESTION #35 POSTED AT <http://www.torranceca.gov/20825.htm>.

The respective Lump Sum bid prices for Bid Items #119 "NEW TRAFFIC SIGNAL - DEL AMO @ MAPLE" and #122 "NEW TRAFFIC SIGNAL - DEL AMO @ MARINER" each shall include the cost to install, in accordance with the specifications, a new 150 LF, 2" conduit with associated pull boxes and pull rope that connects the new Type III-BF Service pedestals to their respective electrical service connection. SCE will determine the location of the service connection during construction. It is expected that SCE will furnish and install the conductor cable. Should the length of needed conduit be shorter than 150 LF, then the City will negotiate a credit due the City. Should the length of conduit be longer than 150 LF, then the City will negotiate a compensation due the contractor.

3. **REFER TO THE PLAN SHEETS SP-101 THROUGH SP-104 (SHEETS 49 to 52) SIGNAL PLANS AND RFI QUESTION #42 POSTED AT <http://www.torranceca.gov/20825.htm>.**

All pull boxes shown on the SP plan sheets, unless otherwise noted, shall be considered to be No. 6 size pull boxes.

4. **REFER TO THE PLAN SHEET SP-103 (SHEET 51) SIGNAL PLANS AND RFI QUESTION #43 POSTED AT <http://www.torranceca.gov/20825.htm>.**

Add the following note to the Plan Sheet.

Bidders shall use a length of 1,410 LF for the new 3-inch conduit to be installed. The new conduit will begin in the new No. 6 Pullbox at the northeast corner of Del Amo Blvd at Mariner Ave and extend easterly, with interim pull boxes, to an existing pullbox at the northwest corner of the Del Amo/Prairie intersection and then continue easterly across Prairie Ave to an existing pullbox at the northeast corner. The interconnect conductor will terminate at the controller box at the northeast corner of the Del Amo Blvd/Prairie Ave intersection and have a minimum of 10 linear feet of "slack" coiled into each pull box along the conduit run.

5. **REFER TO THE PLAN SHEET SP-101 (SHEET 49) SIGNAL PLANS AND RFI QUESTION #49 POSTED AT <http://www.torranceca.gov/20825.htm>.**

Pole D shall include a 250W luminaire, although not clearly indicated as such on the plan sheet. All other equipment associated with Pole D shall be per the Pole Schedule on said plan sheet.

6. **REFER TO THE PLAN SHEET S-107 (SHEET 72) ABUTMENT 2 LAYOUT**

The references to the drawing scale of 1/4" = 1'-0" listed for both the Elevation and Plan views are hereby deleted. The correct drawing scale for both the Elevation and Plan views is 1/8" = 1'-0" and is hereby added to the plan sheet.

7. REFER TO PAGES C-3 AND C-7 OF THE BIDDER'S PROPOSAL DOCUMENT ON BLUE-COLORED PAPER INCLUDED WITH THE CONTRACT DOCUMENTS.

Bid Items #137, #138, and #142 are hereby designated as a Final Pay Item as shown below. The bidder shall make these corrections as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| | | | | | | |
|-----|---|-------------------|---------|-----|----|----|
| 136 | BRIDGE PILING - INSTALL | 305-1 | 222 | EA | \$ | \$ |
| 137 | STRUCTURAL CONCRETE BRIDGE (F) | 9-1.015 303A-2 | 2,028 | CY | \$ | \$ |
| 138 | STRUCTURAL CONCRETE BRIDGE (F) FOOTING | 9-1.015 303A-2 | 930 | CY | \$ | \$ |
| 139 | STRUCTURAL APPROACH SLAB (TYPE N) | 303A-3 | 200 | CY | \$ | \$ |
| 140 | PRECAST GIRDERS - FURNISH | 303A-4 | 11 | EA | \$ | \$ |
| 141 | PRECAST GIRDERS - INSTALL | 303A-4 | 11 | EA | \$ | \$ |
| 142 | BAR REINFORCING STEEL (F) | 9-1.015 303A-7 | 480,700 | LBS | \$ | \$ |
| | MECHANICALLY STABILIZED FARTH | | | | | |

8. REFER TO THE SPECIAL PROVISIONS PAGE E-47, IRRIGATION SYSTEM MATERIALS SECTION 212-2.2.4 Remote Control Valves.

The first paragraph is hereby deleted in its entirety and replaced with the following:

"Electric Remote Control Valves shall be Rainbird or approved equal."

9. REFER TO THE SPECIAL PROVISIONS PAGE E-99, BACKFILL AND DENSIFICATION SECTION 306-1.3.1 GENERAL.

The second paragraph is deleted in its entirety and replaced with the following:

"Where trench is greater than or equal to two feet wide, the trench shall be backfilled per City of Torrance Standard Plan No. T116, with either native material, crushed miscellaneous base, or suitable imported material having a sand equivalent value of not less than 30, and shall be select granular material free from organic matter. Imported backfill shall be in accordance with 306-1.3.7. Native material shall be free from organic matter, rubbish, debris, and other objectionable material. Backfill material shall be moistened to optimum moisture content and compacted to 95 percent of maximum density in the upper 3 feet and 90 percent below the upper 3 feet."

10. REFER TO THE SPECIAL PROVISIONS PAGE E-143, SECTION 313-7.1 Payment.

The section is hereby deleted in its entirety and replaced with the following section:

“313-7.1 Payment. Payment for the installation of 1” and 2” water meter assemblies shall be per their respective Contract unit prices and shall include obtaining the respective water meters from the City and installing said meters; furnishing and installing the meter boxes and any other related work and materials in accordance with City of Torrance Standard Plans T703-2 and T704-2.

11. REFER TO THE SPECIAL PROVISIONS PAGE E-146, SECTION 316-3.05 RAIL.

The first paragraph is hereby deleted in its entirety and replaced with the following:

“Rail section shall be relay 136 lb.-RE rail, in a minimum of 39 foot ~~80-foot~~ lengths.”

By Order of the City Engineer

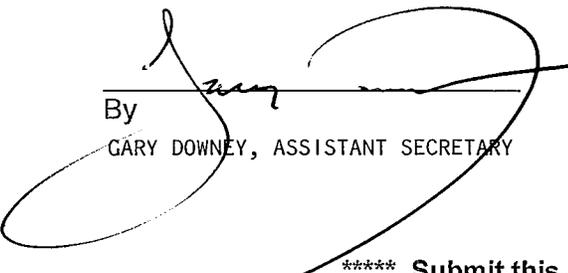
/S/ Craig Bilezerian

CRAIG BILEZERIAN
Engineering Manager

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 5 and accept all conditions contained therein.

SULLY-MILLER CONTRACTING COMPANY
Bidder


By _____
GARY DOWNEY, ASSISTANT SECRETARY

JULY 30, 2010
Date

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

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 6
Issued: July 29, 2010

TO

**PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
DEL AMO BOULEVARD EXTENSION, T-30
FEDERAL PROJECT NO. ESPLRSTP 5249-(021)
B2010-12**

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

**1. REFER TO SPECIAL PROVISIONS PAGE E-64, UNCLASSIFIED EXCAVATION,
SECTION 300-2.2.1 GENERAL AND TO ADDENDUM #4, ITEM #6.**

The two paragraphs added via Addendum #4, Item #6 are hereby deleted in their entirety.
The following new paragraphs are hereby added to Section 300-2.2.1 General:

"A stockpile of unclassified fill with an estimated volume of 10,000 CY is currently stored on City-owned property, just east of the intersection of Del Amo Blvd @ Maple Ave. This material has been tested for geotechnical properties and environmental compliance. A copy of the test reports are available in the Appendices of this document. This unclassified fill material is available for the contractor to use as unclassified fill for this project and can be used in its current, non-amended condition, only in areas not behind or within the limits of the MSE walls. The same unclassified fill material also may be amended by the contractor so that it conforms to the requirements for use as structural backfill behind the MSE wall (see Section 300-13.6.1 Earthwork, paragraph (a) Structure backfill (MSE) on page E-68). If the unclassified fill material is properly amended, it may be used as structural backfill behind the MSE wall. The Contractor is solely responsible to either export said fill offsite and/or transport the unclassified fill to its final disposition on-site, including grading and compaction efforts.

Prior to disturbing any unclassified fill from the City stockpile, the City and Contractor shall confirm the stockpile volume ("baseline") and establish the method for which the unclassified fill will be measured for payment. For bidding purposes, the City estimates that any differential between the estimated (July 29, 2010) volume of 10,000 CY and the "baseline" volume (to be determined in September 2010) will be less than 20% +/-.

Payment for loading, unloading, transporting, exporting, disposal, stockpiling, on-site earthwork/grading and/or compaction to being complete-in-place for all Unclassified Fill originating from the City's stockpile shall be per the Contract Unit price for UNCLASSIFIED EXCAVATION."

2. **REFER TO ADDENDUM #5, ITEM #7.**

The item added in Addendum #5, Item #7 is hereby deleted in its entirety and replaced with the following:

Bid Items #166, #167 and #142 are each hereby designated as a Final Pay Item as shown below. The bidder shall make these corrections as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| | | | | | | |
|------------|--|-------------------|---------|-----|----|----|
| 166 437 | STRUCTURAL CONCRETE BRIDGE (F) | 9-1.015 303A-2 | 2,028 | CY | \$ | \$ |
| 167 438 | STRUCTURAL CONCRETE BRIDGE FOOTING (F) | 9-1.015 303A-2 | 930 | CY | \$ | \$ |
| 139 | STRUCTURAL APPROACH SLAB (TYPE N) | 303A-3 | 200 | CY | \$ | \$ |
| 140 | PRECAST GIRDERS - FURNISH | 303A-4 | 11 | EA | \$ | \$ |
| 141 | PRECAST GIRDERS - INSTALL | 303A-4 | 11 | EA | \$ | \$ |
| 142 | BAR REINFORCING STEEL (F) | 9-1.015 303A-7 | 480,700 | LBS | \$ | \$ |

NOTE: This item was again included because when previously added with Addendum #5, it did not include the prior revision to the Bid Item numbers per Addendum #2.

3. **REFER TO PAGE C-2 OF THE BIDDER'S PROPOSAL DOCUMENT ON BLUE-COLORED PAPER INCLUDED WITH THE CONTRACT DOCUMENTS.**

Bid Items #23, and #24 are hereby omitted as shown below. The City will furnish and install the water meters, meter boxes, and install the connection to the water main from the meter in accordance with the City of Torrance Standard Plan Nos. T703 or T704. The bidder shall make these corrections as shown below on its blue-colored original Bidder's Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| | | | | | | | |
|----|--|---|--|--------------|---------------|----|----|
| 23 | INSTALL 1" WATER METER (OMITTED) | 215-6.1 Pg. 53 | | 1 | EA | \$ | \$ |
| 24 | INSTALL 2" WATER METER (Pg. 53 - Section 215) (OMITTED) | 215-6.1 | | 1 | EA | \$ | \$ |

By Order of the City Engineer

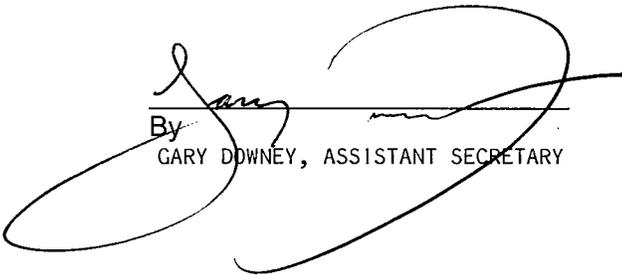
/S/ Craig Bilezerian

CRAIG BILEZERIAN
Engineering Manager

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 6 and accept all conditions contained therein.

SULLY-MILLER CONTRACTING COMPANY
Bidder


By _____
GARY DOWNEY, ASSISTANT SECRETARY

JULY 30, 2010
Date

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

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

CITY OF TORRANCE, CALIFORNIA

**ADDENDUM NO. 7
Issued: August 3, 2010**

TO

**PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
DEL AMO BOULEVARD EXTENSION, T-30
FEDERAL PROJECT NO. ESPLRSTP 5249-(021)
B2010-12**

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

1. REFER TO ADDENDUM NO. 2, ITEM #7:

The paragraph shown below and added via Addendum #2, Item #7 is hereby deleted in its entirety.

~~The City, BNSF Railway, and LACMTA have executed an Overpass Agreement, as shown in Appendix IX. Per Article II, Section 5 of the Overpass Agreement, the City has agreed to pay BNSF for a maximum of 250 eight-hour working days of flagmen required to complete all spur line track and tie-in work. 110 days of flagging is required to compensate BNSF for installing the new spur line tie-ins. The City's contractor may not be allowed to perform any of its spur line track installation concurrently with BNSF's work. Consequently, the City's Contractor has 140 days to complete the installation of the spur line track for which the City will pay BNSF the cost of flagging for those 140 days. If the Contractor exceed 140 working days for this work and if the City is charged by BNSF for flagmen in an amount that exceeds the 140 days, then the City may assess these charges to the Contractor. Said charges for flagging will be deducted from a payment due to the Contractor.~~

2. REFER TO THE SPECIAL PROVISIONS PAGE E-24, SECTION 6-9 LIQUIDATED DAMAGES. ADD THE FOLLOWING TO REPLACE THE PARAGRAPH DELETED ON THE PREVIOUS PAGE OF THIS ADDENDUM:

“The City, BNSF Railway, and LACMTA have executed an Overpass Agreement, as provided in Appendix IX of the Specifications. Per the Overpass Agreement, the City has agreed to pay BNSF to provide a maximum of 250 working days for BNSF-required flagging services. The 250 working days is an estimate of the total flagging services required for the City’s contractor to complete its City contract work. BNSF will determine the need for flagging services, which is now known to include, but is not limited to, the construction of the bridge and the relocation of the spur line track.

If the Contractor exceeds the total 250 working days for flagging services then the City may assess these charges to the Contractor. The estimated cost for flagging services is between \$800 and \$1,600 per regular eight-hour day. Said charges for flagging will be deducted from a payment due to the Contractor.”

3. REFER TO PAGE C-7 OF THE BIDDER’S PROPOSAL DOCUMENT ON BLUE-COLORED PAPER INCLUDED WITH THE CONTRACT DOCUMENTS.

Bid Item #150 is hereby deleted. The bidder shall make this correction as shown below on its blue-colored original Bidder’s Proposal to be submitted with your Bid. Should the bidder not correctly make the corrections below, it would not necessarily result in a non-responsive bid.

| | | | | | | |
|-----------------------------------|--|----------------------|-----------------|---------------|----|----|
| SECTION 5b - UTILITIES - Lighting | | | | | | |
| -150- | LIGHT POLE FIXTURES (SCE) (OMITTED) | -66-0.03- | -40- | EA | \$ | \$ |

By Order of the City Engineer

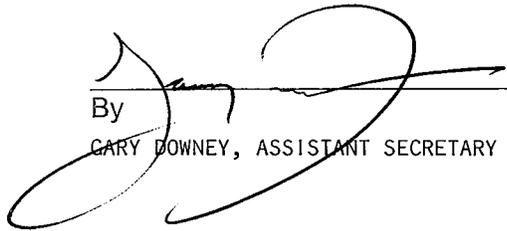
/S/ Craig Bilezerian

CRAIG BILEZERIAN
Engineering Manager

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 7 and accept all conditions contained therein.

SULLY-MILLER CONTRACTING COMPANY
Bidder


By
GARY DOWNEY, ASSISTANT SECRETARY

AUGUST 3, 2010
Date

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

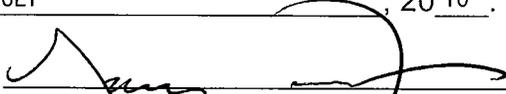
Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

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 9TH day of JULY, 2010.

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



(Contractor)
GARY DOWNEY, ASSISTANT SECRETARY

(Title)

*** PLEASE SEE ATTACHED NOTARY JURAT FOR PROPER WORDING ***

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

**LIST OF SUBCONTRACTORS
B2010-12**

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: CTM CONSTRUCTION, INC

Subcontractor's Address: P.O. Box 2948 RANCHO CORONA, CA 95741

Specific Description of Sub-Contract: BARRIERS

License Number: 611606 CA License Classification/Type: A

~~Name Under Which Subcontractor is Licensed: WEST COAST WELDING, INC.~~

~~Subcontractor's Address: 818 GRAYSON RD. PLEASANT HILL, CA 94523~~

~~Specific Description of Sub-Contract: PILES (20)~~

~~License Number: 806077 CA License Classification/Type: A~~

Name Under Which Subcontractor is Licensed: UNITED STEEL PLACERS

Subcontractor's Address: 11112 ELM AVE. RANCHO CULMONTA, CA 91730

Specific Description of Sub-Contract: REBAR

License Number: 738904 CA License Classification/Type: A

Subcontractors listed 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.

**LIST OF SUBCONTRACTORS
B2010-12**

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: AUSTIN ENT.

Subcontractor's Address: Box 81926 BAKERSFIELD, CA 93380

Specific Description of Sub-Contract: JOINT SEAL

License Number: 764893 CA License Classification/Type: A

~~Name Under Which Subcontractor is Licensed: O'DUFFY CONSTRUCTION~~

~~Subcontractor's Address: 24034 GUNTHER RD. ROMOLAND, CA 92585~~

~~Specific Description of Sub-Contract: STORM DRAIN STRUCTURES~~

~~License Number: 647025 CA License Classification/Type: A~~

OP

Name Under Which Subcontractor is Licensed: GOLDEN SUN CONSTRUCTION, INC.

Subcontractor's Address: 25371 MUSTANG P.C. LAGUNA HILLS, CA 92653

Specific Description of Sub-Contract: PORTION OF CONCRETE RETAINING WALL

License Number: 721109 CA License Classification/Type: A

Subcontractors listed 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.

**LIST OF SUBCONTRACTORS
B2010-12**

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: SO PAIK RAIL, INC.

Subcontractor's Address: 1450 W. 228TH ST. #33 TORRANCE, CA 90501

Specific Description of Sub-Contract: RAILROAD TRACK RELOCATION

License Number: 539196 CA License Classification/Type: A

Name Under Which Subcontractor is Licensed: KATO LANDSCAPE, INC

Subcontractor's Address: 18182 BUSHARD ST. FOUNTAIN VALLEY, CA 92708

Specific Description of Sub-Contract: HYDROSEED, LANDSCAPE IRRIGATION

License Number: 806122 CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: ALCORN FENCE Co.

Subcontractor's Address: 9971 GLENDALES BLVD. SUN VALLEY, CA 91352

Specific Description of Sub-Contract: FENCING, METAL BEAM GUARDRAIL

License Number: 122954 CA License Classification/Type: A

Subcontractors listed 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.

**LIST OF SUBCONTRACTORS
B2010-12**

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: JV LANDCLEARING
Subcontractor's Address: 207 E. ARROW HWY SAN DIMAS, CA 91773
Specific Description of Sub-Contract: TREE REMOVAL, CLEAR & GRUB
License Number: 759306 CA License Classification/Type: C, D

Name Under Which Subcontractor is Licensed: C & C ENGINEERING
Subcontractor's Address: 1 CORPORATE PARK STE. 101 IRVINE, CA 92606
Specific Description of Sub-Contract: SURVEY
License Number: 27743 CA License Classification/Type: C

Name Under Which Subcontractor is Licensed: CA TRAFFIC MAINT., INC
Subcontractor's Address: BOX 6486 BURBANK, CA 91505
Specific Description of Sub-Contract: STRIPING & MARKING, SIGNS
License Number: 732561 CA License Classification/Type: _____

Subcontractors listed 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.

LIST OF SUBCONTRACTORS
B2010-12

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: LNA CONCRETE STRUCTURES

Subcontractor's Address: 15455 TERN ST. CHINO HILLS, CA 91709

Specific Description of Sub-Contract: STORM DRAIN STRUCTURES

License Number: 611949 CA License Classification/Type: A

~~Name Under Which Subcontractor is Licensed: TERNO ELECTRICAL CONTRACTORS~~

~~Subcontractor's Address: 15701 HERON AVE. LA MIRADA, CA 90638~~

~~Specific Description of Sub-Contract: ELECTRICAL (C-21)~~

~~License Number: 862724 CA License Classification/Type: A, C-10~~

Name Under Which Subcontractor is Licensed: KIE-CON, INC.

Subcontractor's Address: 3551 WILBER AVE. ANTIOCH, CA 94509

Specific Description of Sub-Contract: PRE-CAST GIRDERS

License Number: 4331706 CA License Classification/Type: A

Subcontractors listed 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.

LIST OF SUBCONTRACTORS
B2010-12

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: KEC ENGINEERING

Subcontractor's Address: 200 N. SHEARMAN AVE. CORONA, CA 92882

Specific Description of Sub-Contract: BRIDGE

License Number: 701834 CA License Classification/Type: A

Name Under Which Subcontractor is Licensed: CT + F

Subcontractor's Address: 7228 SCOUT AVE. BELLGARDENS, CA 90201

Specific Description of Sub-Contract: ELECTRICAL

License Number: 182572 CA License Classification/Type: C-10

~~Name Under Which Subcontractor is Licensed: JOHN S. MEER, INC.~~

~~Subcontractor's Address: _____~~

~~Specific Description of Sub-Contract: _____~~

~~License Number: _____ CA License Classification/Type: _____~~

Subcontractors listed 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.

LIST OF SUBCONTRACTORS
B2010-12

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: West Coast W&A
Subcontractor's Address: _____
Specific Description of Sub-Contract: _____
License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: JOHN S. WEEK
Subcontractor's Address: 14732 S. MAPLE AVE. Gardena, CA 90248
Specific Description of Sub-Contract: Piles
License Number: 709151 CA License Classification/Type: A

Name Under Which Subcontractor is Licensed: _____
Subcontractor's Address: _____
Specific Description of Sub-Contract: _____
License Number: _____ CA License Classification/Type: _____

Subcontractors listed 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 (Page 1 of 2)
B2010-12

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

1. Name (Firm/Agency): *** PLEASE SEE ATTACHED LIST OF REFERENCES ***
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\$ _____



LIST OF REFERENCES

**John Wayne Airport
Irvine, CA**

**Larry Serafini, Project Engineer
949-252-5270**

**City of Fontana
Fontana, CA**

**Mario Estrada, Asst. City Engineer
909-350-7696**

**C. J. Segerstrom / South Coast Plaza
Costa Mesa, CA**

**Grant Wilson, Project Manager
714-546-0110**

**City of Baldwin Park – Engr. Division
Baldwin Park, CA**

**Arjan Idnani, Engineering Manager
626-960-4011 Ext. 254**

LA Arena Company

**Staples Center – Los Angeles, CA
Don Berges, Construction Manager
213-742-7873**

City of Fullerton

**Fullerton, CA
George Lin, Project Engineer
714-738-6845**

The Irvine Company

**Newport Beach, CA
Peggy Kloos, Sr. Director/Construction
949-720-2000**

**Irvine Community Development Company
Newport Beach, CA**

**Bill Martin, Vice President/Construction
949-734-800**

Town of Apple Valley

**Apple Valley, CA
Richard Pederson, Town Engineer
760-240-7000**

**Los Angeles County Dept. of Public Works
Alhambra, CA**

**Issa Adawiya, Resident Engineer
626-458-5100**

CNC Engineering

**City of Industry, CA
John Ballas, City Engineer
626-333-0336**

Fox Studios Operations

**Beverly Hills, CA
William Murphy, V.P. of Facilities
310-369-3794**

BNSF Railroad Commerce

**Hansen-Wilson
Roy Rogers, Construction Manager
323-267-4186**

Caltrans

**Department of Transportation
Ray Stokes, Regional Engineer
909-275-0211**

Cal State Long Beach Foundation

**Long Beach, CA
Mo Tidemanis, Director
562-985-8489**

City of Rancho Cucamonga

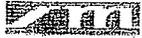
**Rancho Cucamonga, CA
Cindy Hackett, Associate Engineer
909-477-2740**

**City of Hesperia – Public Works Dept.
Hesperia, CA**

**Mike Podegradz, City Manager
760-947-1000**

City of Barstow

**Barstow, CA
Mike Stewart, City Engineer
760-255-5154**



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

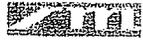
Project Name/Number: 2007-2008 PAVEMENT REHABILITATION-28750C
Start and Finish Dates: 6/2008 TO 7/2008
Project Description: AC/ARHM – MANHOLES – SURVEY – STRIPING – COLD MILL
Agency Name: CITY OF HAWAIIAN GARDENS
Contact Person: STEVE STEINBRECHER *Telephone:* 562-908-6200
Fax: 562-695-2120
Original Contract Amount: \$451,112 *Final Contract Amount:* \$456,287
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: STREET PAVING PROGRAM-28735C
Start and Finish Dates: 3/2008 TO 5/2008
Project Description: ARHM – MANHOLES – MONUMENTS – STRIPING – SWPPP- COLD MILL
Agency Name: CITY OF WEST HOLLYWOOD
Contact Person: MILA SOLOGUB *Telephone:* 323-848-6338
Fax: 323-848-6564
Original Contract Amount: \$340,986 *Final Contract Amount:* \$315,916
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: STREET AND WATER IMPROVEMENTS IN PIONEER BOULEVARD-27709C
Start and Finish Dates: 11/2007 TO 4/2008
Project Description: WATER LINE AND STREET IMPROVEMENTS
Agency Name: CITY OF CERRITOS
Contact Person: RASH SYED *Telephone:* 562-860-0311
Fax: 562-916-1371
Original Contract Amount: \$1,507,833 *Final Contract Amount:* \$1,443,408
Change in contract amount is due to items of work being deleted by the agency.

Project Name/Number: THE LACMA TRANSFORMATION PROJECT-27662C
Start and Finish Dates: 6/2007 TO 4/2008
Project Description: B PERMIT
Agency Name: MATT CONSTRUCTION CORPORATION
Contact Person: GREG WADE *Telephone:* 562-903-2277
Fax: 562-903-2290
Original Contract Amount: \$912,402 *Final Contract Amount:* \$1,363,596
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: CATALINA MEDIA / THE POINTE-27732C
Start and Finish Dates: 1/2008 TO 3/2008
Project Description: SEWER MAIN INSTALLATION
Agency Name: KRISMAR CONSTRUCTION COMPANY, INC.
Contact Person: GARY MORRISON *Telephone:* 310-458-3170
Fax: 310-458-9063
Original Contract Amount: \$315,955 *Final Contract Amount:* \$411,955
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

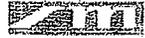
Project Name/Number: PACIFIC ELECTRIC INLAND TRAIL PHASES 2 & 3 / 27653C
Start and Finish Dates: 3/07 TO 1/08
Project Description: R/R CONCRETE/AC – LANDSCAPE/IRRIGATION – SIGNALS – STRIPE - UTILITIES
Agency Name: CITY OF RANCHO CUCAMONGA
Contact Person: WALTER STICKNEY *Telephone:* 909-477-2740
Fax: 909-477-2746
Original Contract Amount: \$3,424,781 *Final Contract Amount:* \$3,424,780
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: MARQUARDT AVENUE / 27689C
Start and Finish Dates: 7/2007 TO 9/2007
Project Description: R/R CONCRETE – AC ON FABRIC – ADJUST UTILITIES
Agency Name: LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS
Contact Person: EMIL KURLYAND *Telephone:* 626-458-3166
Fax: 626-458-2197
Original Contract Amount: \$183,915 *Final Contract Amount:* \$183,915

Project Name/Number: ALPACA STREET IMPROVEMENT PROJECT / 27699C
Start and Finish Dates: 8/2007 TO 11/2007
Project Description: R/R CONCRETE & ASPHALT – STRIPING – ADJUST UTILITIES
Agency Name: CITY OF SOUTH EL MONTE
Contact Person: GEORGE CASTILLO *Telephone:* 562-682-3620
Fax: 562-684-0130
Original Contract Amount: \$135,000 *Final Contract Amount:* \$167,074
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: REHABILITATION OF LA MIRADA BLVD. / 27664C
Start and Finish Dates: 5/2007 TO 9/2007
Project Description: ARHM / AC PAVING, CONCRETE WORK – LOOP DETECTORS / SIGNALS
Agency Name: CITY OF LA MIRADA
Contact Person: GARY SANUI *Telephone:* 562-943-2385
Fax: 714-522-5800
Original Contract Amount: \$2,164,089 *Final Contract Amount:* \$2,575,166
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: CSULB PARKING LOT 13 REPAIR – REPAVE / 27694C
Start and Finish Dates: 7/2007 TO 8/2007
Project Description: AC GRIND / OVERLAY – ASPHALT REPAIR - MINOR CONCRETE REPAIR
Agency Name: CALIFORNIA STATE UNIVERSITY, LONG BEACH
Contact Person: ENRIQUE ROBLES *Telephone:* 562-985-4175
Fax: 562-985-2308
Original Contract Amount: \$375,823 *Final Contract Amount:* \$380,572
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ORANGE LINE – CANOGA STATION PARK AND RIDE / 25568C
Start and Finish Dates: 3/2006 TO 1/2007
Project Description: NEW TRANSPORTATION STATION INCLUDING AC PAVING & CONCRETE WORK
Agency Name: METROPOLITAN TRANSPORTATION AUTHORITY
Contact Person: GHULAM SHAIKH *Telephone:* 818-262-6300
Fax: 213-922-7384
Original Contract Amount: 13,732,500 *Final Contract Amount:* \$12,415,392
Change in Contract amount is due to items of work being deleted by the agency.

Project Name/Number: SOUTH COAST PLAZA PARKING LOT/26608C
Start and Finish Dates: 7/2006 TO 10/2006
Project Description: COMPLETE REMOVE AND REPLACE OF PARKING LOT, CONCRETE CURB & GUTTER, LOOP DETECTORS, AND STRIPING
Agency Name: SOUTH COAST PLAZA
Contact Person: ROBERT THOMAS *Telephone:* 714-546-0110
Fax: 714-546-9835
Original Contract Amount: \$3,100,009 *Final Contract Amount:* \$3,932,226
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: RESIDENTIAL STREET REHABILITATION WORK / 26573C
Start and Finish Dates: 2/2006 to 8/2006
Project Description: ASPHALT CONCRETE OVERLAY AT VARIOUS LOCATIONS CITYWIDE
Agency Name: CITY OF WEST COVINA
Contact Person: OSCAR CAPLIN *Telephone:* 626-939-8445
Fax: 626-939-8660
Original Contract Amount: \$1,430,888 *Final Contract Amount:* \$1,512,463
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: BERTH 401-406 BACKLAND IMPROVEMENTS / 25567C
Start and Finish Dates: 1/2006 to 4/2006
Project Description: ASPHALT AND CONCRETE PAVING / SITE IMPROVEMENT PROJECT
Agency Name: PORT OF LOS ANGELES
Contact Person: KEN HARBOR *Telephone:* 310-831-5389
Fax: 310-831-5389
Original Contract Amount: \$3,286,800 *Final Contract Amount:* \$3,386,333
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: 195TH STREET IMPROVEMENT / 25506C
Start and Finish Dates: 5/2005 to 11/2005
Project Description: MEDIAN ISLAND and STREET REPAIRS
Agency Name: CITY OF CERRITOS
Contact Person: VIC MASAYA *Telephone:* 562-916-1231
Fax: 562-916-1371
Original Contract Amount: \$862,370 *Final Contract Amount:* \$742,488
Change in contract amount is due to items of work being deleted by the agency.
Updated January 2009



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

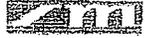
Project Name/Number: MALL PARKING LOT IMPROVEMENTS / 25492C
Start and Finish Dates: 3/2005 to 10/2005
Project Description: REPAIR and PLACE NEW AC PAVING and STRIPE PARKING STALLS
Agency Name: CITY OF TEMPLE CITY
Contact Person: JANICE STROUD *Telephone:* 626-285-2171
Fax: 909-594-2858
Original Contract Amount: \$828,837 *Final Contract Amount:* \$894,012
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: HELLMAN AVENUE STREET IMPROVEMENTS / 24477C
Start and Finish Dates: 6/2004 to 11/2005
Project Description: STREET RECONSTRUCTION PROJECT
Agency Name: CITY OF ROSEMEAD
Contact Person: KEN RUKABINE *Telephone:* 562-908-6262
Fax: 562-695-2120
Original Contract Amount: \$1,051,667 *Final Contract Amount:* \$1,067,429
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: HOLGATE AREA STREET REHABILITATION AND WATER MAIN / 24446C
Start and Finish Dates: 3/2004 to 6/2005
Project Description: STREET REHABILITATION AND WATER MAIN REPLACEMENT
Agency Name: CITY OF LA HABRA
Contact Person: CHUCK STEPHAN *Telephone:* 562-905-9720
Fax: 562-905-9643
Original Contract Amount: \$2,996,461 *Final Contract Amount:* \$3,566,942
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PIER 400 BACKLANDS PHASE 2 / 23301C
Start and Finish Dates: 4/2003 to 8/2004
Project Description: TRANSTAINER FACILITY, GRADING, PAVING, UNDERGROUND, CONCRETE.
PROJECT FINISHED ON TIME – EXTRA DAYS FOR EXTRA WORK ONLY
Agency Name: PORT OF LOS ANGELES
Contact Person: MAHMOUD IRSHEID *Telephone:* 310-732-3525
Fax: 310-831-5389
Original Contract Amount: \$30,618,798 *Final Contract Amount:* \$30,030,429
Change in contract amount is due to items of work being deleted by agency.

Project Name/Number: PHANTOM WEST STREET IMPROVEMENT / 82803C
Start and Finish Dates: 12/ 2002 to 8/ 2003
Project Description: UNDERGROUND, ASPHALT REHAB, CURB & GUTTER, COLD MILLING.
Agency Name: CITY OF VICTORVILLE
Contact Person: MARK MILLER *Telephone:* 760-955-9158
Fax: 760-955-5159
Original Contract Amount: \$4,771,477 *Final Contract Amount:* \$4,994,840
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project Name/Number: ARROW HIGHWAY - LIVE OAK AVENUE PHASE II / 22273C
Start and Finish Dates: 11/ 2002 to 8/ 2003
Project Description: AC GRIND OVERLAY – NEW MEDIANS & DECORATIVE CONCRETE
Agency Name: CITY OF IRWINDALE
Contact Person: KWOK TAM *Telephone:* 626-430-2212
Fax: 626-962-2018
Original Contract Amount: \$4,289,147 *Final Contract Amount:* \$4,654,815
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PIER 400 CONTAINER TERMINAL / 21130C
Start and Finish Dates: 1/ 2001 to 9/ 2002
Project Description: BACKLAND IMPROVEMENTS, PHASE I
Agency Name: PORT OF LOS ANGELES
Contact Person: MAHMOUD ISHEID *Telephone:* 310-732-3525
Fax: 310-831-5389
Original Contract Amount: \$78,134,500 *Final Contract Amount:* \$74,226,254
Change in contract amount is due to items of work being deleted by agency.

PROJECTS INVOLVING HEAVY STORM DRAIN, SEWER AND WATER IMPROVEMENTS

Project Name/Number: DOUGLAS PARK STREET IMPROVEMENTS AND INFRASTRUCTURE / 26595C
Year of Project: 03/2006-07/2007
Project Description: INFRASTRUCTURE - SEWER, WATER, STORM DRAIN
Agency Name: BOEING REALTY CORPORATION
Contact Person: STEVE GARIS *Telephone:* 562-593-4730
Fax: 714-850-0086
Original Contract Amount: \$11,256,511 *Final Contract Amount:* \$19,932,964
Change in original contract amount is due to extra work and/or contract change orders adding work.

Project Name/Number: PORTOLA SPRINGS AND MODJESKA / 25534C
Year of Project: 04/2005-06/2006
Project Description: SEWER, WATER, STORM DRAIN IMPROVEMENTS
Agency Name: IRVINE COMMUNITY DEVELOPMENT COMPANY
Contact Person: BILL MARTIN *Telephone:* 714-734-8100
Fax: 949-464-9715
Original Contract Amount: \$8,625,848 *Final Contract Amount:* \$9,602,943
Change in original contract amount is due to extra work and/or contract change orders adding work.



SULLY-MILLER
CONTRACTING CO.

**BIDDER'S EXPERIENCE AND QUALIFICATIONS
ASPHALT RUBBERIZED HOT MIX (ARHM) PROJECTS**

Project Name/Number: ANNUAL OVERLAY PROGRAM / 27697C
Start and Finish Dates: 8/07 TO 7/08
Project Description: ARHM OVERLAY – CONCRETE (C&G, SIDEWALK, DRIVEWAY) - LOOPS
Agency Name: CITY OF CARSON
Contact Person: RICK BOUTROS *Telephone:* 310-952-1700 ext. 1830
Project Value: \$2,397,755

Project Name/Number: 2006-2007 MAJOR ARTERIAL OVERLAY PROJECT / 27681C
Start and Finish Dates: 7/07 TO 1/08
Project Description: ARHM OVERLAY – CONCRETE SIDEWALK/RAMPS – LOOPS – STRIPING
Agency Name: CITY OF COMPTON
Contact Person: CHARLES BERGSON *Telephone:* 310-605-5696
Project Value: \$1,846,709

Project Name/Number: NORMANDIE AVENUE – STPL-5953(451) / 26647C
Start and Finish Dates: 3/07 TO 9/07
Project Description: ARHM/AC PAVE – LANDSCAPE – CONCRETE – SIGNALS/LIGHTING/LOOPS
Agency Name: LOS ANGELES COUNTY – DEPT. OF PUBLIC WORKS (LACDPW)
Contact Person: EMIL KURLYAND *Telephone:* 626-458-3166
Project Value: \$2,713,186

Pavement Preservation References:

| <u>Job No.</u> | <u>Job Value</u> | <u>Description</u> | <u>Owner</u> | <u>Contact</u> |
|----------------|------------------|---|-----------------------------|--------------------------------|
| 29881c | 106,411 | AC paving, sealcoat and re-stripe Carson Facility | Kinder Morgan | David Lennon 310-251-6893 |
| 29875c | 257,093 | Coldmill, AC overlay, sealcoat and restripe the North Lots at the DeSoto Facility, CA | Pratt Whitney Rocketdyne | Jeff Stern 818-585-6801 |
| 29869c | 266,286 | AC paving, sealcoat and restripe Salvation Army parking lot in Anaheim, CA. | Swinerton Builders | Raj Ramanathan 213-440-4585 |
| 29853c | 78,167 | AC paving, sealcoat and re-stripe parking lots at The Buckley School. | Hathaway- Dinwiddie | Rene Contreras 562-944-9331 |
| 28815c | 280,472 | AC paving, sealcoat and restripe Toyota Airflite Terminal at Long Beach Airport, CA. | Jorgensen | Bill Vizza 925-244-1203 |
| 28792c | 369,575 | AC repairs, sealcoat & restripe Port of Los Angeles, CA. | Toyota Logistics | Jon Keller 714-336-2409 |
| 27686c | 369,931 | AC/PCC repairs, sealcoat and restriping at two facilities in Canoga Park, CA. | Pratt Whitney Rocketdyne | Mike Daley 818-586-9052 |
| 27675c | 623,996 | AC/PCC repairs, sealcoat and restriping at three facilities in Anaheim, Huntington Beach, and Seal Beach, CA. | The Boeing Company | Wayne Holt 562-797-4284 |
| 23293c | 327,946 | South Coast Drive Realignment included Type II Road Slurry w/2% Latex | CJ Segerstrom & Sons | Grant Wilson 714-438-3276 |
| 23292c | 266,922 | Harbor Blvd realignment included Type II Road Slurry w/2% Latex | CJ Segerstrom & Sons | Grant Wilson 714-438-3276 |
| 22277c | 1,450,716 | South Coast Drive Realignment included Type II Road Slurry w/2% Latex | CJ Segerstrom & Sons | Grant Wilson 714-438-3276 |

REFERENCES (Continued) Page 2 of 2

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 |
|--|--------|----------------|
| N/A | | |
| * SULLY-MILLER CONTRACTING COMPANY HAS PERFORMED WORK FOR THE CITY OF TORRANCE | | |
| WITHIN THE LAST FIVE (5) YEARS. * | | |
| | | |
| | | |

Contractor's License No.: 747612 Class: A

a. Date first obtained: MARCH 30, 1998 Expiration MARCH 31, 2012

b. Has License ever been suspended or revoked? NO

If yes, describe when and why: _____

c. Any current claims against License or Bond? NO

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) |
|--|--------------|---------------------------------------|
| *** PLEASE SEE ATTACHED LIST OF CORPORATE OFFICERS *** | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Gary Downey, do hereby certify that I am the Assistant Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman of the Board
President
Chief Financial Officer/Treasurer/Vice President
Vice President/Assistant Secretary
Vice President
Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary

NAME

Gordon R. Crawley
David Martinez
Timothy P. Orchard
Michael Edwards
Scott Bottomley
Anthony L. Martino II
George Aldrich
Gary Downey
Dennis Gansen

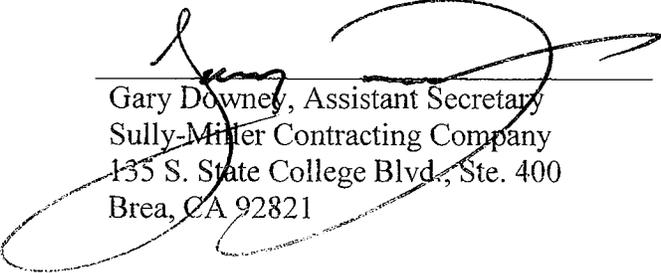
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on August 11, 2009, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“AUTHORITY TO EXECUTIVE BIDS AND CONTRACTS”

Resolved, that any officer or assistant officer of this Company be and each of them is hereby authorized to execute in the name and on behalf of this Company under its corporate seal any and all proposals for the sale of products, merchandise and services of this Company and any bids and performance bonds required in connection therewith, to the United States, and of the State, territories and dependencies of the United States, the District of Columbia, cities, towns, townships, counties, school districts, and to the department, political subdivisions, agencies or wholly-owned corporations thereof, or to any other person.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 21st day of April 2010.

(SEAL)



Gary Downey, Assistant Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

B2010-12

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

Yes/No: NO Federal/State: _____

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: NO Code/Laws: _____ Section/Article: _____

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

**NOTICE TO BIDDERS
FEDERAL REQUIREMENTS**

A bidder is required to submit the following 4 forms with its Bid Proposal:

- Equal Employment Opportunity Certification (p. C-20)
- Noncollusion Affidavit (p. C-21)
- Debarment and Suspension Certification (p. C-22)
- Nonlobbying Certification for Federal-Aid Contracts (p. C-23)

The three (3) lowest, responsive bidders will be required to submit the following 2 forms to the City's Public Works Department and within 4 business days after the bid opening. The three (3) lowest, responsive bidders shall be determined by the City of Torrance at the Bid Opening.

- Exhibit 15-G1 Local Agency Bidder UDBE Commitment (Construction Contracts) (p. C-28)
- Exhibit 15-G2 Local Agency Bidder-DBE Information (Construction Contracts) (p. C-30)

Note: For Exhibit 15-G1 and Exhibit 15-G2, a bidder is hereby notified by the City of Torrance that it must review EXHIBIT 10-I Notice to Proposers Disadvantaged Business Enterprise Information and be familiar with its requirements. The document can be downloaded from the Caltrans website at: <http://www.dot.ca.gov/hq/LocalPrograms/DBE/forms/forms.htm>

Each bidder is required to submit written confirmation from each UDBE stating that it is participating in the contract. Include that confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If a bidder does not submit the UDBE Commitment form and confirmation **within 4 business days after the bid opening**, the City of Torrance may determine your bid non-responsive.

If applicable, the following form must be submitted with the bid:

- Disclosure of Lobbying Activities (p. C-24)

If you are the successful bidder on this project, you will be requested to submit the following form to the City:

- UDBE Information – "Good Faith Efforts," Exhibit 15-H (p. C-59)

The document can be downloaded from the Caltrans website at: <http://www.dot.ca.gov/hq/LocalPrograms/DBE/forms/forms.htm>

At the end of construction, the selected contractor will be required to submit the following forms to the City:

Exhibit 17-F Final Report – Utilization of Disadvantaged Businesses

The document can be downloaded from the Caltrans website at:
<http://www.dot.ca.gov/hq/LocalPrograms/DBE/forms/forms.htm>

Exhibit 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change

The document can be downloaded from the Caltrans website at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

THE BIDDER'S SIGNATURE ON THE BIDDER'S PROPOSAL
SUBMITTED WITH ITS BID SHALL ALSO CONSTITUTE
AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder SULLY-MILLER CONTRACTING COMPANY, proposed subcontractor *****, hereby certifies that he has x, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has 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.

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.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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 Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Note: Providing false information may result in criminal prosecution or administrative sanctions

Exhibit 12-E, Attachment C

THE BIDDER'S SIGNATURE ON THE BIDDER'S PROPOSAL
SUBMITTED WITH ITS BID SHALL CONSTITUTE
AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION

NONCOLLUSION AFFIDAVIT

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

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Note: Providing false information may result in criminal prosecution or administrative sanctions

Exhibit 12-E, Attachment D

THE BIDDER'S SIGNATURE ON THE BIDDER'S PROPOSAL
SUBMITTED WITH ITS BID SHALL CONSTITUTE
AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal AGENCY;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal AGENCY within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating AGENCY, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Exhibit 12-E, Attachment E

THE BIDDER'S SIGNATURE ON THE BIDDER'S PROPOSAL
SUBMITTED WITH ITS BID SHALL CONSTITUTE
AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (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 of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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 this 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Exhibit 12-E, Attachment F

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:
year quarter
date of last report

4. Name and Address of Reporting Entity

- Prime
Subawardee Tier, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

N/A

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

N/A

7. Federal Program Name/Description:

N/A

CFDA Number, if applicable

8. Federal Action Number, if known:

N/A

9. Award Amount, if known:

N/A

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

N/A

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

N/A

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ actual planned

13. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify

12. Form of Payment (check all that apply):

- a. cash
b. in-kind; specify: nature value

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

N/A

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

Information requested through this form is authorized to Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when h transaction was made or entered into. This disclosure required pursuant to 31 U.S.C. 1352. This information w be reported to Congress semiannually and will b available for public inspection. Any person who fails file the required disclosure shall be subject to a civ penalty of not less than \$10,000 and not more tha \$100,000 for each such failure.

Signature: [Handwritten Signature]

Print Name: GARY DOWNEY

Title: ASSISTANT SECRETARY

Telephone No.: 714-578-9600 Date: 7/9/10

Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE



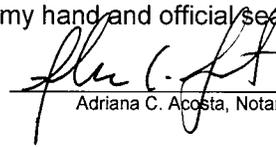
On July 13, 2010 before me, Adriana C. Acosta, personally appeared Gary Downey

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

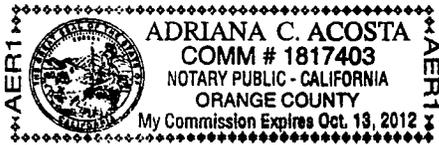
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



Adriana C. Acosta, Notary Public



Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Disclosure of Lobbying Activities

Document Date: July 9, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s):

Signer's Name Gary Downey Signer's Name _____

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Individual | | <input type="checkbox"/> Individual | |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) | <u>Assistant Secretary</u> | <input type="checkbox"/> Corporate Officer – Title(s) | _____ |
| <input type="checkbox"/> Partner – Limited/General | _____ | <input type="checkbox"/> Partner – Limited/General | _____ |
| <input type="checkbox"/> Attorney In Fact | Right Thumbprint of Signer | <input type="checkbox"/> Attorney In Fact | Right Thumbprint of Signer |
| <input type="checkbox"/> Trustee | <div style="border: 1px solid black; width: 100px; height: 100px;"></div> | <input type="checkbox"/> Trustee | <div style="border: 1px solid black; width: 100px; height: 100px;"></div> |
| <input type="checkbox"/> Guardian or Conservator | | <input type="checkbox"/> Guardian or Conservator | |
| <input type="checkbox"/> Other | | <input type="checkbox"/> Other | |

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE Commitment Submittal

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.

3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

AWARD AND EXECUTION OF CONTRACT

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change - Exhibit 17-O", Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the CONTRACTOR. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in its Bid shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

UDBEs must perform work or supply materials as listed in the "Local Agency Bidder - UDBE Commitment" form. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Agency.

The Agency grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

The Agency does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Torrance may exercise the remedies provided under Pub Cont Code § 4110. The City of Torrance may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

AUTHORITY OF U.S. COMPTROLLER GENERAL AND INSPECTOR GENERAL ON PROJECTS USING AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS

In accordance with Section 902 of the ARRA of 2009, the U.S. Comptroller General and their representatives shall have the authority to do the following:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and their representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA of 2009, the Inspector General and their representatives shall have the authority to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

MONTHLY EMPLOYMENT REPORT (AMERICAN RECOVERY AND REINVESTMENT ACT)

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the Contractor shall submit to the City a completed Monthly Employment Report form by **the 4th of each month** for the previous month.

If the Contractor fails to submit a complete and accurate report, the City will withhold 2 percent of the monthly progress payment. The City does not withhold more than \$75,000 or less than \$25,000. The City can only release the 2 percent withhold upon submission of the completed form and, depending on its submittal date, a confirmation from either the State or Federal Government that none of the ARRA funds for the project are at risk. Should the Contractor's late submittal of the form cause any or all of the ARRA funds for this project to be at risk, the City will take any action deemed necessary to either terminate the contract, the work and/or recover said lost funds from the Contractor. On the following page is a copy of the required Monthly Employment Report form.

BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

SECTION 14

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

- a. Financial decisions _____

- b. Management decisions, such as:
 - 1. Estimating _____

 - 2. Marketing and sales _____

 - 3. Hiring and firing of management personnel _____

 - 4. Purchasing of major items or supplies _____

- c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

| | |
|--------------|--------------|
| Name of Firm | Name of Firm |
| Signature | Signature |
| Name | Name |
| Title | Title |
| Date | Date |

Date _____
 State of _____
 County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
 Commission expires _____
 [Seal]
 Date _____
 State of _____
 County of _____

On this ____ day of _____, 20 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
 Commission expires _____
 [Seal]

Required Contract Provisions Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)

| | Page |
|--|------|
| I. General | 3 |
| II. Nondiscrimination | 3 |
| III. Nonsegregated Facilities | 5 |
| IV. Payment of Predetermined Minimum Wage | 6 |
| V. Statements and Payrolls | 8 |
| VI. Record of Materials, Supplies, and Labor | 9 |
| VII. Subletting or Assigning the Contract | 9 |
| VIII. Safety: Accident Prevention | 10 |
| IX. False Statements Concerning Highway Project | 10 |
| X. Implementation of Clean Air Act and Federal Water Pollution Control Act..... | 10 |
| XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion | 11 |
| XII. Certification Regarding Use of Contract Funds for Lobbying | 12 |

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, 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, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

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

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

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

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer 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 the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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 classification of 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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, the SHA contracting officer may, after written notice to the contractor, 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/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 maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

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

e. 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 paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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

may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and

regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women
(applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

| | Goal (Percent) |
|---|-------------------|
| 174 Redding, CA: | |
| Non-SMSA Counties | 6.8 |
| CA Lassen; CA Modoc; | |
| CA Plumas; CA Shasta; | |
| CA Siskiyou; CA Tehama. | |
| 175 Eureka, CA: | |
| Non-SMSA Counties | 6.6 |
| CA Del Norte; CA Humboldt; | |
| CA Trinity. | |
| 176 San Francisco-Oakland-San Jose, CA: | |
| SMSA Counties: | |
| 7120 Salinas-Seaside- | |
| Monterey, CA..... | 28.9 |
| CA Monterey. | |
| 7360 San Francisco-Oakland, CA..... | 25.6 |
| CA Alameda; CA Contra Costa; | |
| CA Marin; CA San Francisco; | |
| CA San Mateo. | |
| 7400 San Jose, CA..... | 19.6 |
| CA Santa Clara. | |
| 7485 Santa Cruz, CA..... | 14.9 |
| CA Santa Cruz. | |
| 7500 Santa Rosa, CA..... | 9.1 |
| CA Sonoma. | |
| 8720 Vallejo-Fairfield- Napa, CA | 17.1 |
| CA Napa; CA Solano | |
| Non-SMSA Counties..... | 23.2 |
| CA Lake; CA Mendocino; | |
| CA San Benito. | |

177 Sacramento, CA:

SMSA Counties:

6920 Sacramento, CA..... 16.1
CA Placer; CA Sacramento;
CA Yolo.

Non-SMSA Counties. 14.3

CA Butte; CA Colusa;
CA El Dorado; CA Glenn;
CA Nevada; CA Sierra;
CA Sutter; CA Yuba.

178 Stockton-Modesto, CA:

SMSA Counties:

5170 Modesto, CA..... 12.3
CA Stanislaus.

8120 Stockton, CA..... 24.3
CA San Joaquin.

Non-SMSA Counties

19.8
CA Alpine; CA Amador;
CA Calaveras; CA Mariposa;
CA Merced; CA Tuolumne.

179 Fresno-Bakersfield, CA:

SMSA Counties:

0680 Bakersfield, CA..... 19.1
CA Kern.

2840 Fresno, CA..... 26.1
CA Fresno.

Non-SMSA Counties

23.6
CA Kings; CA Madera;
CA Tulare.

180 Los Angeles, CA:

SMSA Counties:

0360 Anaheim-Santa Ana-Garden
Grove, CA..... 11.9
CA Orange.

4480 Los Angeles-Long
Beach, CA..... 28.3
CA Los Angeles.

6000 Oxnard-Simi Valley-
Ventura, CA..... 21.5
CA Ventura.

| | |
|---|------|
| 6780 Riverside-San Bernardino- Ontario, CA. | 19.0 |
| CA Riverside; CA San Bernardino. | |
| 7480 Santa Barbara-Santa Maria- Lompoc, CA | 19.7 |
| CA Santa Barbara. | |
| Non-SMSA Counties..... | 24.6 |
| CA Inyo; CA Mono; CA San Luis Obispo. | |

181 San Diego, CA:

| | |
|--------------------------|------|
| SMSA Counties | |
| 7320 San Diego, CA. | 16.9 |
| CA San Diego. | |
| Non-SMSA Counties | 18.2 |
| CA Imperial. | |

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

(To be used, when applicable, in Federal-aid projects)

*Insert number of trainees.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISION. -- As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 8.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some

offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the

Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not

required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed. The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provisio