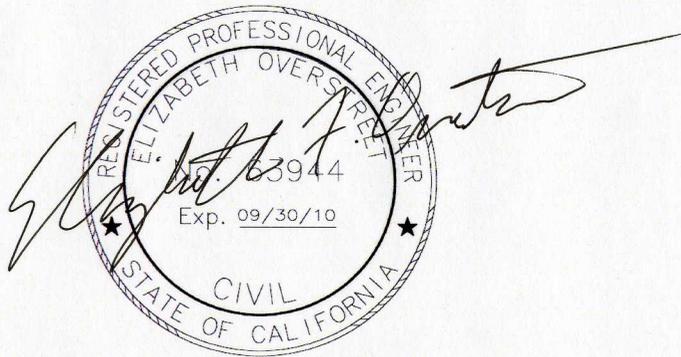
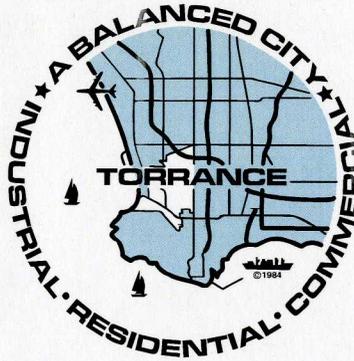


**PLANS, PROPOSAL, SPECIFICATIONS, BOND
AND AFFIDAVIT
FOR THE CONSTRUCTION OF**

**Wilson Park Parking Lot Rehabilitation, FEAP 741
B2010-13**



**ELIZABETH F. OVERSTREET, P.E.
Engineering Manager**

June 2010

TABLE OF CONTENTS

SECTION A - NOTICE INVITING BIDS

NOTICE INVITING BIDSA-1

SECTION B

INSTRUCTIONS TO BIDDERSB-1

SECTION C - BID DOCUMENTS

BIDDER'S PROPOSALC-1

ACKNOWLEDGMENT OF ADDENDA RECEIVED.....C-4

CONTRACTOR'S AFFIDAVITC-5

BID BONDC-7

LIST OF SUBCONTRACTORSC-8

REFERENCESC-9

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS.....C-11

DISQUALIFICATION OR DEBARMENTC-12

SECTION D - DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY PRIOR TO AWARD OF CONTRACT

PERFORMANCE BONDD-1

LABOR AND MATERIAL BOND.....D-3

PUBLIC WORKS AGREEMENTD-6

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENTD-16

WORKERS' COMPENSATION INSURANCE CERTIFICATION.....D-18

SECTION E - SPECIAL PROVISIONS

APPENDICES

APPENDIX I - CITY OF TORRANCE BUSINESS LICENSE

APPENDIX II - CITY OF TORRANCE STANDARD PLANS

APPENDIX III - SPPWC STANDARD PLANS

APPENDIX IV – CALTRANS STANDARD PLANS (PAVEMENT MARKINGS ARROWS AND WORDS)

APPENDIX V- CALTRANS PAVING AND GRINDING OPERATIONS, NS-3

APPENDIX VI - FARMER'S MARKET BOOTH MARKING LAYOUT

SECTION A

NOTICE INVITING BIDS

CITY OF TORRANCE, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, July 1, 2010**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF
WILSON PARK PARKING LOT REHABILITATION, FEAP 741
B2010-13**

Plans, Bid Schedule and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at <http://www.torranceca.gov/20658.htm>

Those who only view and/or print the Plans, Bid Schedule and Specifications from the City's website are not automatically added to the City's Plan Holder list for this project. In order to be added, **the official and required form of Proposal must be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California. There is no cost if picked up at City Hall. A payment of \$5 is required if requested by mail.** The amount includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, address, telephone and fax numbers, a contact person **and a valid email address.** This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

Full-size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$25 if picked up at City Hall, or payment of \$30 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$25 includes a copy of the official form of Proposal.

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

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2010-13**

The Engineer's estimate of the contract total is between \$250,000 and \$270,000. All work shall be completed within 45 working days from the date of the Notice to Proceed (NTP).

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

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

The City has determined that a Class **A** Contractor's license is necessary to bid this project, but reserves the right to accept another Class at the sole discretion of either the Public Works Director or Engineer.

The U.S. Department of Transportation (DOT) provides a toll-free “hotline” service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report these activities. The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1770 et seq. of California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California and is available in the Office of the City Clerk of the City of Torrance. Certified payrolls shall be submitted monthly by the contractor hired for this project.

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

For further information, contact either Beth Overstreet , Engineering Manager at (310) 618-3074 or Lea Reis, Assistant Engineer at (310) 618-3055 in the Public Works Department or by email at eoverstreet@torranceca.gov or lreis@torranceca.gov

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

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

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

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

C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required eight (8) Submittal Documents:

- 1) Bidder's Proposal
- 2) Acknowledgment Of Addenda Received
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) Violations of Federal or State Law
- 8) Disqualification or Debarment

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

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required eight (8) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

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

H. EXECUTION OF CONTRACT

After the Contract is awarded, the awarded shall execute the following nine (9) documents:

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

I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

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

K. INSURANCE

The Contractor shall maintain Insurance as specified in:

- the Public Works Agreement included in Section D of these Specifications; and

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit its question(s) in writing to the Torrance Public Works Department. Any and all questions must be emailed to both Ms. Beth Overstreet, Engineering Manager at eoverstreet@torranceCA.gov and Ms. Lea Reis, Project Engineer at Ireis@torranceca.gov. Please list "**Wilson Park Parking Lot Rehabilitation RFI-** (*question topic*)" in the subject line of the email.

All questions must be received no later than 5:00 p.m. on the Monday prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Ms. Beth Overstreet directly at (310) 618-3074 or Ms. Lea Reis directly at (310) 618-3055.

SECTION C
BID DOCUMENTS

BIDDER'S PROPOSAL

Company: _____

Total Bid: _____ (LIST NUMBERS)

**FOR THE CONSTRUCTION OF
Wilson Park Parking Lot Rehabilitation, FEAP 741
B2010-13**

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.	Description	Quantity	Units	Unit Price (\$)	Total Bid (\$)
1	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	1	LS		
2	UNCLASSIFIED EXCAVATION	110	CY		
3	TOPSOIL FILL	50	CY		
4	GRIND PCC PAVEMENT	119100	SF		
5	TYPE II SLURRY SEAL	140275	SF		
6	REMOVE, CLEAN AND INSTALL GREY CONCRETE TYPE "A" JOINT SEALANT	4800	LF		
7	ASPHALT CONCRETE PAVEMENT	125	TON		
8	6-INCH PORTLAND CEMENT CONCRETE PATCH	1825	SF		
9	4-INCH PORTLAND CEMENT CONCRETE SIDEWALK/PED RAMPS	950	SF		
10	5-INCH PORTLAND CEMENT CONCRETE CURB	63	LF		
11	TRUNCATED DOMES	6	EA		
12	4- FOOT WIDE PCC GUTTER	2430	SF		
13	CROSS GUTTER	325	SF		
14	AC BERM	532	LF		
15	COLD MILL-AC PAVEMENT	4950	SF		

16	INSTALL SIGN	18	EA		
17	INSTALL WHEEL STOPS	22	EA		
18	PAINTED STRIPING	1	LS		
19	TRAFFIC CONTROL	1	LS		
20	PAINT CURB/AC BERM	680	LF		
21	REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING	1	LS		
22	THERMOPLASTIC MARKINGS	140	EA		
23	ADJUST UTILITY TO FINISHED GRADE	2	EA		

BIDDER'S PROPOSAL B2010-13

TOTAL BID PRICE \$ _____
 (Figures)*

TOTAL BID PRICE: _____
 (Words)*

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

BIDDER'S PROPOSAL B2010-13 (Continued)

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

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

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

Contractor: _____

Date: _____ By: _____

Contractor's State License No. _____ Class _____

Address: _____

Phone: _____

Fax: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2010-13

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

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

Bidder's Signature

Date

BID BOND

B2010-13

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

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

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2010-13 said work being: the Construction of Wilson Park Parking Lot Rehabilitation, FEAP 741, and in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20__.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____
Phone No.: _____
Fax No.: _____

**LIST OF SUBCONTRACTORS
B2010-13**

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: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

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)
B2010-13

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

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

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

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

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

REFERENCES (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

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration _____

b. Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

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

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

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

Yes/No: _____ Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

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

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

DISQUALIFICATION OR DEBARMENT

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

SECTION D

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

**PERFORMANCE BOND
B2010-13**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and _____ a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that: **WHEREAS**, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20____, with the said City of Torrance for the Construction of **Wilson Park Parking Lot Rehabilitation, FEAP 741, B2010-13**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

PERFORMANCE BOND (CONTINUED) - B2010-13

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

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

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

**LABOR AND MATERIAL BOND
B2010-13**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Torrance for the Construction of **Wilson Park Parking Lot Rehabilitation, FEAP 741, B2010-13**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

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

EXECUTED, SEALED AND DATED this _____ day of _____, 2009

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 20____ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and _____ ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the Wilson Park Parking Lot Rehabilitation, FEAP 741, B2010-13;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **Wilson Park Parking Lot Rehabilitation, FEAP 741, Notice Inviting Bids No. B2010-13** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

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

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

2. **TERM**

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

3. **COMPENSATION**

A. CONTRACTOR's Fee.

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

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of

embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

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

8. **CONTRACTOR REPRESENTATIVE(S)**

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

9. **INDEPENDENT CONTRACTOR**

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

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. **CARE OF WORK**

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Combined single limits of \$2,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

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

20. NOTICE

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

CONTRACTOR:

Fax: _____

CITY:

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under

this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

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

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

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

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

**PLANS, PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF
Wilson Park Parking Lot Rehabilitation, FEAP 741**

B2010-13

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

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

- (b) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

Duly Authorized Agent

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

Date: _____
Expiration Date: _____

**WORKERS' COMPENSATION INSURANCE CERTIFICATION
B2010-13**

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

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

CONTRACTOR

By: _____

Title: _____

SECTION E

SPECIAL PROVISIONS

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

**SECTION E
SPECIAL PROVISIONS**

TABLE OF CONTENTS

	PAGE
PART 1 – GENERAL PROVISIONS	3
SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS	3
1-2 DEFINITIONS	3
1-3 ABBREVIATIONS	3
SECTION 2 – SCOPE AND CONTROL OF THE WORK	3
2-1 AWARD AND EXECUTION OF CONTRACT	3
2-4 CONTRACT BONDS	3
2-5 PLANS AND SPECIFICATIONS	4
2-6 WORK TO BE DONE	6
2-9 SURVEYING	6
2-10 AUTHORITY OF BOARD AND ENGINEER	7
2-11 INSPECTION	7
SECTION 3 – CHANGES IN WORK	8
3-3 EXTRA WORK	8
3-4 CHANGED CONDITIONS	9
SECTION 4 – CONTROL OF MATERIALS	10
4-1 MATERIAL AND WORKMANSHIP	10
SECTION 5 – UTILITIES	10
5-1 LOCATION	10
SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK	11
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK	11
6-7 TIME OF COMPLETION	13
6-8 COMPLETION, ACCEPTANCE AND WARRANTY	13
6-9 LIQUIDATED DAMAGES	14
SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR	14
7-3 LIABILITY INSURANCE	14
7-5 PERMITS	15
7-6 THE CONTRACTOR'S REPRESENTATIVE	15
7-8 PROJECT SITE MAINTENANCE	15
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	16
SECTION 9 – MEASUREMENT AND PAYMENT	18
9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK	18
9-2 LUMP SUM WORK	18
9-3 PAYMENT	19
9-4 CLAIMS	20
PART 2 – CONSTRUCTION MATERIALS	21
SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS	21
SECTION 203 – BITUMINOUS MATERIALS	21
203-5 EMULSION-AGGREGATE SLURRY	21
203-6 ASPHALT CONCRETE	21
SECTION 210 – PAINT AND PROTECTIVE COATINGS	22
210-1 PAINT	22
SECTION 214 – PAVEMENT MARKERS	22
PART 3 – CONSTRUCTION METHODS	23
SECTION 300 – EARTHWORK	23

300-1 CLEARING AND GRUBBING.....	23
300-2 UNCLASSIFIED EXCAVATION.....	24
SECTION 302 – ROADWAY SURFACING.....	24
302-4 EMULSION AGGREGATE SLURRY.....	24
302-5 ASPHALT CONCRETE PAVEMENT.....	24
302-6 PORTLAND CEMENT CONCRETE PAVEMENT.....	26
42-2 GRINDING.....	27
SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION.....	28
303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, DRIVEWAYS, and CONCRETE PAVEMENT...	28
SECTION 310 – PAINTING.....	29
310-5 PAINTING VARIOUS SURFACES.....	29

PART 1 – GENERAL PROVISIONS

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

1-2 DEFINITIONS. Add or redefine the following:

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

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

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

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

1-3 ABBREVIATIONS.

1-3.2 Common Usage. Add the following abbreviations:

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

SECTION 2 – SCOPE AND CONTROL OF THE WORK

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

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

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

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

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

2-5 PLANS AND SPECIFICATIONS.

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

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

Add the following subsections:

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

1) Project Plans

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

2) Standard Plans

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

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

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

- 1) Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) Sections 42-2, 84 and 85 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.

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

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

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

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

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

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

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

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

2-5.3.4 Supporting Information. Add the following:

The following additional information items are required:

- 9) Type II Slurry with 2.5% Latex Additive
- 10) Proposed Hauling Route(s) for Construction Material

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

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

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

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

The Work generally consists of cold milling, grinding, localized pavement repairs, resurfacing with standard quickset type II slurry with 2.5% latex additive, construction of concrete gutter, cross gutter; striping, and other items not mentioned that are required and as shown on City of Torrance Plans No. CP-404 and included in these Specifications.

The work also includes sweeping before and after slurry application, application of weed killer, removal of grease spots, traffic control, preparing and updating construction schedules, preparing and distributing notes to residents (including removing visible notices at the completion of the adjacent work,) posting parking lots for 'no parking', arranging for towing cars if necessary, and protecting utility covers in places. The contractor shall remove loose gravel from parking lot, gutters, sidewalks, roadways, and driveway after slurry application. This shall be accomplished by the use of hand brooms, blowers, automatic sweepers and similar tools.

2-9 SURVEYING.

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

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

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

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

Add the following subsection:

2-9.5 Payment.

All costs for construction survey including construction survey staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals and for doing all work

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

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

Failure of the Contractor to comply with the requirements of the Contract Documents, or to follow the directions of the Engineer, and/or to immediately remedy such noncompliance or to follow directions, may, upon notice from the Engineer, result in the suspension of the Contract monthly progress payments. Any monthly progress payments so suspended may remain in suspension until the Contractor is in compliance with the Contract Documents and the directions of the Engineer, as determined by the Engineer.

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

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer a minimum of 24 hours in advance of the required inspection.

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

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

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

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

Add the following subsections:

2-11.1 Special Inspection Fees. If the Contractor elects to work under this Contract more than 12 hours/day or more than 60 hours/week, Saturday, Sunday, or a CITY holiday not otherwise authorized by the Contract, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

Mondays through Fridays	-	\$125.00 per hour
Saturdays, Sundays, Holidays	-	\$1,200.00 per day

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

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

2-11.2 Material Inspection/Testing and other CITY expenses

- (a) If a CITY subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the CITY subcontractor may charge the CITY an additional fee. The Engineer may deduct the additional fee for aid inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.
- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct CITY crews to perform the work. For each occurrence, the CITY may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by CITY crews for labor, equipment and materials. The standard rates for CITY crews are available upon request from the Public Works Departments.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK.

3-3.1 General. Add the following:

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

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

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

The Contractor will be paid for the use of equipment at the lower of the actual rental rates paid by the Contractor or the rental rates listed for such equipment in either the "Rental Rate Blue Book"

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

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

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

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

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

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

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

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

3-4 CHANGED CONDITIONS. Add the following:

This subsection does not apply to utilities.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIAL AND WORKMANSHIP.

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

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

4-1.2 Protection of Work and Materials.

Add the following:

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

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

SECTION 5 – UTILITIES

5-1 LOCATION. Add the following:

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

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

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

Substitute the following for the last paragraph:

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

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

for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

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

6-1.1 General. Within ten (10) working days after the date of the CITY's execution of the drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop arrange utility coordination and clarify inspection procedures.

Prior to starting any Work, the Contractor shall attend a Community Meeting to be scheduled by the Engineer. The meeting, to be held in the evening, will address the operators of farmers' market questions and concerns regarding the Work, what can be expected during construction and vehicular and pedestrian access that may be temporarily restricted during construction.

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

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

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

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

Sequence of Construction – The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the adjacent owners and to conform to the following:

- 1) On Tuesdays and Saturdays, there is a Farmers' Market event at the site, "Wilson Park," located at the southeast corner of Crenshaw Blvd at Jefferson St. This site is also called Lot B, as shown on sheets 2, 4, 6 and 8 of the Construction Plans. **Construction operations will need to allow for these activities.**
 - a. There will be NO work allowed on Tuesdays and Saturdays in Lot B. Contractor will need to remove construction materials, equipment and clean and sweep Lot B by 3:30 p.m. on Mondays and Fridays. Contractor will be allowed to continue construction operations in Lot D, the easterly lot just north of the Roller Hockey Rink as shown on sheets 3, 5 and 7 of the Construction Plans, on Tuesdays.. There will NOT be any construction activities allowed on Saturdays in Lot D.
 - b. During construction operations of Lot B, the contractor is to leave approximately 50% of the existing striping in place for Saturday parking. The following week the Contractor will complete the remaining portions, or leave the balance of 50% for the next Saturday parking.
 - c. Slurry seal in Lot B shall be scheduled on a Wednesday to ensure the maximum amount of cure time prior to the Farmer's Market events on the following Saturday.
- 2) The Contractor may not begin any pavement reconstruction activities until it has completed the installation of all new PCC improvements (i.e. curb/gutter, cross gutters, gutters, driveways, etc. for the entire project.
- 3) Concrete removal – All concrete removed shall be hauled off the Work site (including the Contractor's storage yard) no later than the calendar day following the day that the removal is performed. If the calendar day following the removal is a non-working day (Saturday, etc.) the concrete shall be hauled off the Work site on the same day it was removed. Unless otherwise authorized by the Engineer, failure by the Contractor to haul concrete from the Work site and/or Contractor's storage yard(s) in a timely manner may result in a liquidated damage assessed upon the Contractor. Such liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor.
- 4) PCC construction – Construction of PCC driveways, curbs, gutters and cross gutters shall be formed and poured within 5 working days following removal of the existing material at any location. Any open trench shall be backfilled or plated and secured at the end of each work day.
- 5) Pavement removal – All pavement removed as a result of reconstruction or cold milling shall be hauled off the Work site on the same day that the removal is performed.
- 6) AC Berm removal- Any segment of berm removed shall be replaced the same day.
- 7) Within 5 working days following the installation of the final slurry surface course in any Phase, the Contractor shall complete the "cat-tracking" of all proposed pavement striping shown on the Plans. The CITY will inspect all "cat-tracking" within 2 working

days and notify the Contractor of any needed corrections or adjustments. Upon approval of the "cat-tracking" by the Engineer, the Contractor shall then complete the installation of all paint and/or thermoplastic pavement markings no earlier than 7 calendar days following the installation of the final slurry surface course, but under no circumstances no later than 10 calendar days following the installation of the final slurry surface course. Accordingly, the Contractor is required to provide and maintain temporary striping and/or reflectorized white tabbing in the completed Phase until such permanent paint and/or thermoplastic paint is applied.

- 8) All Work shall only be performed between the hours of 7:00 a.m. and 3:30 p.m. unless otherwise approved by the Engineer.
- 9) A move-in period of 5 calendar days will be allowed starting on the date of the Notice to Proceed.
- 10) Trash collection. Large roll-off containers are dumped on call when full. Contact Tony Mullikin in the Sanitation Department (310-618-6904) to coordinate trash pick up during construction to ensure that a minimum of 4 calendar days of cure time can be accommodated after the slurry seal has been applied. The Contractor shall also ensure driveways affected by the work are accessible to the CITY's automated trash trucks. Slurry seal should be scheduled to allow a minimum of 4 calendar days of cure time, prior to trash collection days.
- 11) Stockpile area – Schedule shall indicate date for cleanup of stockpile area.
- 12) Work shall be performed between the hours of 7:00 a. m. and 3:30 p. m. unless otherwise approved by the Engineer. The Contractor shall consider in his schedule any reasonable delay required to locate owners of vehicles parked within the work areas. Locating vehicle owners must be coordinated with the Engineer, Inspector and Torrance Police Department.

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

6-7 TIME OF COMPLETION.

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

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

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

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the

date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following:

It is the intent of the Specifications that only first-class materials and workmanship will be acceptable. The Contractor shall take all necessary measures to protect work from damage and prevent accidents and vandalism during any and all phases of the work.

Until the final acceptance of the work by the City, by written action of the Engineer, the Contractor shall have the charge and care thereof and will bear the risk of injury or damage to any part of the work by the action of the elements, vandalism or any other cause. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and will bear the expense thereof.

A partial list of causes for rejection of work includes:

- Power steering marks
- Drive-through marks
- Raveling
- Color variations
- Loose gravel on roadways, sidewalks, gutters and parkways
- Deliberate defacing by vandals
- Slurried over traffic markings and/or manhole and utility valve covers

Add the following subsection:

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

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

6-9 LIQUIDATED DAMAGES. In each of the two paragraphs, substitute "\$1,000.00" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

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

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

Add the following:

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

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

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

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

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

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

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. The second paragraph is amended to read:

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean to the CITY whenever construction, including restoration, is incomplete.

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

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

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

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

7-8.6.1 Best Management Practices (BMPs).

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

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

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

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

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

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

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Add the following paragraph:

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

Add the following subsections:

7-9.1 Protection of Permanent Pavement Markers, Manholes, Valves, Thermoplastic Markings
The Contractor shall cover and protect existing manhole covers, utility valve covers, and similar items from damage and discoloration from the slurry seal operation. The City uses special water valve lids which must be protected at all times.

Existing thermoplastic STOP legends and bars and other thermoplastic pavement markings that are not within the work area, but in close proximity shall either be masked to prevent damage during the slurry seal application or, if damaged, replaced in-kind after the slurry seal application. Refer to Section 310-5.6.1 of these Specifications.

All protective masking material shall be promptly removed by the Contractor.

Full compensation for protection and restoration of existing improvements shall be included in the bid items to which this work is appurtenant and no additional compensation will be allowed therefore.

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

- a) Unless otherwise permitted by this Contract or authorized by the Engineer, at least one of each, driveway, travel and turning lane, sidewalk and access ramp shall remain open at all times.
- b) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC cross gutter with spandrels and integral curb in order to allow traffic flow and not close a street or parking lot. A minimum lane width of 11 feet shall be provided over the steel plating.
- c) Traffic signs, no parking signs, warning devices, safety traffic devices, electronic arrow boards for diverting and directing traffic as needed shall be furnished, installed and maintained by the Contractor throughout the project.
- d) The Contractor shall provide access through Jefferson Street and Oak Street, at all times. Open trenches shall either be covered by steel plates, or ramped with crushed aggregate base. No drop-off at either transverse or longitudinal joints shall be allowed at any time. Temporary ramps shall be constructed by aggregate or temporary asphalt as appropriate with a minimum of 1" to 12" slope in both longitudinal and transverse directions.

7-10.1.5 Temporary "No Parking" Signs.

The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours in advance of the first date of work and the required enforcement. If work is to begin on a Monday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the parking lot. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

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

The Contractor shall obtain approval for the signs and the placement thereof from the Engineer. Immediately after this approval and posting, the Contractor shall notify Torrance Police Department, Traffic Division, at (310) 618-5557 for review and enforcement. The parking restriction cannot be enforced until the signs have been in place 48 hours and the Police notified.

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

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

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

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

SECTION 9 – MEASUREMENT AND PAYMENT

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

9-1.2.1 Payment for Labor and Materials.

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

9-1.2.2 Measurement and Payment.

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

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

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

9-3 PAYMENT.

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

At the expiration of 35 days from the recordation date of the Notice of Completion, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

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

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

Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice to be provided by the CITY.

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

9-3.2.1 Payment for Removal and Installation of Pavement Striping and Markers.

The Contract lump sum bid items for "Removal of Existing Pavement Markings and Striping" and "Painted Striping" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the removals and repainting of all traffic striping and pavement markings including establishing alignment for strips, layout work, and sandblasting markers, complete in place. This work is shown on the project plans and shall be performed as specified in these Specifications and as directed by the Engineer and no additional compensation will be allowed therefore.

9-3.2.2 Payment for Traffic Control.

Payment for Traffic Control shall be on a lump sum basis and progress payments shall be prorated as a percentage of the overall progress of work. Payment shall include all signage, barricades, delineators, flashing arrow boards, traffic control devices, preparation and distribution of public notices, re-notification of affected homeowners and business as necessary, assistance in the towing of parked vehicles and all other appurtenant work and no extra payments shall be allowed.

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

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices and Storm Water Pollution Prevention Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

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

- (a) Submittal and modification, as required, of the Construction Schedule
- (b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (c) Installing temporary construction power and wiring.
- (d) Establishing fire protection system.
- (e) Developing construction water supply.
- (f) Providing on-site sanitary facilities and portable water facilities, as required.
- (g) Arranging for erection of Contractor's work and storage yard.
- (h) Submittal of all required insurance certificates and bonds, including subcontractors.
- (i) Obtaining all required permits.
- (j) Posting all OSHA required notices and establishment of safety programs.
- (k) Potholing and other research and review as necessary to verify site conditions and utility locations
- (l) Having the Contractor's Superintendent present at the job site full-time.
- (m) Removal (including all spray-painted markings on sidewalk and pavement), cleanup, and restoration
- (n) Demobilization, clean up and removals, including the removal of any painted markings on pavement or PCC surfaces.

Payment for Mobilization shall be on a lump sum basis and progress payments shall be pro-rated as a percentage of the overall progress of work. The pay item shall be "MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES". Payment for mobilization shall include all items listed in Section 9-3.1 of these Specifications.

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

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

9-4 CLAIMS.

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the CITY, or the happening of any event, thing or occurrence,

unless the Contractor shall have given the CITY due written notice of potential claim as hereinafter specified.

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

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

PART 2 – CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS.

201-3.4 Type “A” Sealant

Concrete joints and cracks shall be cleaned, and old joint material removed and filled with Type “A” sealant per Section 201-3.4

Payment for Remove, Clean and Install Grey Concrete Type “A” Joint Sealant shall be at the Contract unit Price per Linear Foot and shall include all cleaning and removal of all old joint material, installing primer and the sealant and shall be full compensation for all labor, equipment and materials for Remove, Clean and Install Grey Concrete Type “A” Joint Sealant, per the plans and these specifications

SECTION 203 – BITUMINOUS MATERIALS.

203-5 EMULSION-AGGREGATE SLURRY

Type II slurry shall be quick-set and shall conform to this subsection except that 2-1/2% Latex modifier shall be added.

203-6 ASPHALT CONCRETE.

203-6.1 General. Add the following:

Asphalt concrete shall be Class and Grade Type B-PG64-10.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking.

210-1.6.1 General. Add the following:

All permanent striping and pavement markings shall be in accordance with the provisions of Section 84-3 of the Caltrans Standard Specifications (latest edition).

Stencils used to paint markings must conform to the latest Caltrans approved Metric Stenciling Standards.

Add to Subsection 84-1.04, "Protection from Damage," of the State of California Standard Specifications the following:

Newly painted striping or pavement markings which are damaged as result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

210-1.6.5 Reflective Materials.

Delete reflective materials from parking stall striping.

SECTION 214 – PAVEMENT MARKERS

Delete the entire Section 214 and replace with Section 85 of the Caltrans Standard Specifications (latest edition).

85-1.05 Reflective Pavement Markers.

85-1.055 Adhesives. Add the following:

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement, instead of the Rapid Set Type or Standard Set Type adhesive specified in Section 85-1.06 of the Caltrans Standard Specifications. The bituminous adhesive material, if used, shall conform to the following:

ASTM Test		
<u>Specification</u>	<u>Method</u>	<u>Requirement</u>
Flash Point, COC °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.

Brookfield Viscosity, 400° F	D 2196	3,000-7,500 cP
Penetration, 100g 5 sec., 77° F	D 5	10-20 dmm
Filler Content, % by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	50-75

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.3 Removal and Disposal of Materials.

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

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

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

300-1.3.2 Requirements.

(a) **Bituminous Pavement.** Replace the first and second sentences with the following: Bituminous pavement shall be removed to neatly sawed edges.

Add the following subparagraph (d):

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

300-1.4 Payment. Replace the entire subsection with the following:

When the Contract does not include a pay item for clearing and grubbing, payment under this section shall be by the following:

- a) **Bituminous Pavement.** Payment for the removal and disposal of bituminous pavement for construction of new AC pavement, PCC patch, trench, gutter and cross gutters shall be considered as included in the Contract Unit Price for the appurtenant items of work, and shall include sawcutting, removal of underlying subgrade and base, disposal, subgrade preparation and compaction, labor and equipment.
- b) **Miscellaneous Removal and Relocations.** Payment for miscellaneous removals shall be per the Contract Unit Price for the various items of work, and shall include full compensation for excavation, backfilling, grading, import if required, disposing of surplus material and appurtenant work.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2 Unsuitable Material.

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

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

300-2.9 Payment. Add the following:

Payment for the removal and disposal of bituminous and/or PCC pavement/slabs, parking lot and/or sidewalk reconstruction areas shall be considered as included in the Contract Unit Price for Unclassified Excavation and shall include sawcutting, removal of underlying subgrade and base, disposal, subgrade preparation and compaction, labor and equipment.

SECTION 302 – ROADWAY SURFACING

302-4 EMULSION AGGREGATE SLURRY

Mixing and application shall conform to this subsection.

302-4.5 Measurement and Payment – Delete this subsection and replace with the following:

Quantities included in the Bidder's Proposal are approximate only. The payment quantity shall be determined by the actual square foot area slurry sealed and accepted by the Engineer. Payment shall include all materials, men, tools, equipment, notices, traffic control, incidentals and appurtenances, all surface preparations, protection of manholes, valve boxes, and other service entrances, relocation of chemical toilet, speed bumps and signs, and no extra compensation will be allowed. No payment shall be made for any area required to be resealed due to damage to the slurry seal prior to acceptance. Crack sealing shall be performed by City Crews. Time allowance shall be allowed to this work by the Contractor.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. Add the following sentence at the end of the first paragraph:

When the Plans, Specifications or Standard Plans inadvertently specify B-AR-4000, C2-AR-4000 and /or D2-AR-4000, the equivalent replacement courses shall be B-PG 64-10 for B-AR-4000, C2-PG 64-10 for C2-AR-4000, and D2-PG 64-10 for D2-AR-4000.

302-5.2 Cold Milling Asphalt Concrete Pavement.

302-5.2.1 General. Add the following after the first paragraph:

Cold Milling shall include edge milling, header milling, milling existing concrete pavement, and profile milling as necessary to provide the required grades and allow for a smooth pavement profile in preparation for emulsion aggregate slurry. Milling limits shown on the plans are approximate. The Engineer may direct the Contractor to cold mill in other areas, as necessary for construction. Some adjustment of limits and depths will be necessary to accommodate paving requirements. Cold milling shall be to the depth as specified or directed, or to the underlying base material, concrete pavement, or macadam material. Milling depth shall be adjusted so as not to remove any macadam encountered. Care shall be exercised not to damage adjacent concrete including curbs without gutters. Gutters or curbs damaged shall be replaced at the Contractor's expense. There are areas within the project that require cold planing which are inaccessible to the type of milling machine as described herein above. Some of these areas include local depressions, curb return, curbs without gutters, utility manholes and vaults. The Contractor shall be required to use a smaller hand machine or other device to cold plane the required horizontal limits and depth at those locations.

302-5.2.6 Measurement and Payment. Replace the first paragraph with the following:

Cold milling will be measured by the square foot. Payment for cold milling shall be per the Contract Unit Price per square foot complete up to the depth specified, including disposal of milled material, and shall include construction, removal and disposal of temporary asphalt concrete ramps as specified in 302-5.2.5.

302-5.4 Tack Coat. Replace the first sentence of the first paragraph with the following:

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of viscosity grade AR 4000 or AR 8000, or performance grade PG 64-10 paving asphalt conforming to 203-1 applied at an approximate rate of 0.25 L/m² (0.05 gallon per square yard), or SS-1h emulsified asphalt applied at an approximate rate of 0.25 L/m² to 0.45 L/m² (0.05 to 0/10 gallon per square yard), shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete.

Add the following paragraph:

A Tack Coat shall be applied between base and finish courses when the finish course is not placed immediately after the base course, and to existing paved surfaces where new asphalt concrete overlaps or abuts existing pavement. Tack Coat shall be as specified in Section 302-5.4. There shall be no separate payment for Tack Coat.

302-5.5 Distribution and Spreading. Delete the fourth paragraph and substitute the following:

Asphalt concrete shall not be placed until the atmospheric temperature is a minimum of 10°C (50°F) and rising, and the surface temperature of the underlying material is a minimum of 4°C (40°F). Asphalt concrete shall also not be placed during unsuitable weather.

Delete Table 302-5.5(A) and substitute the following:

TABLE 302-5.5(A)

Specified Total Thickness of Pavement		Required Number of Courses	Class Of Mixture
Greater Than mm(Inches)	But Not More Than mm(Inches)		
0	25mm (1)	1	D2-PG 64-10
25mm (1)	38mm (1-1/2)	1	D2-PG 64-10
38mm (1-1/2)	75mm (3)	1	C2-PG 64-10
75mm (3)	100mm (4)	2	Base Course - B-PG 64-10 Finish Course - C2-PG 64-10 or as directed
100mm (4)	-	2 or more	Base Course - B-PG 64-10 Other Courses - C2 -PG 64-10 or as directed

302-5.8 Manhole (and other structures). Add the following:

Contractor shall be required to remove manholes and utility access covers to below the depth to be removed and restore said covers to finish grade upon completion of paving.

Add the following subsection:

302-5.8.1 Payment. Payment shall be per the Contract Unit Price per each for adjustment of utility access covers and manholes to grade.

302-5.9 Measurement and Payment (Asphalt Concrete Pavement). Payment for asphalt concrete pavement shall be per the Contract Unit Price per ton, including base course, leveling course, tack coat, and all work necessary to install complete in place. There shall be no separate payment for tack coat, header paving or temporary pavement, and all costs for any said item shall be included in the bid price for the work to which it is appurtenant.

Measurement and Payment for Asphalt Concrete (AC) Berm. Payment for asphalt concrete (AC) Berm pavement shall be per the Contract Unit Price per linear foot, including removal of existing AC Berm(s), tack coat, and all work necessary to install complete in place. There shall be no separate payment for tack coat, and all costs for any said item shall be included in the bid price for the work to which it is appurtenant.

302-6 PORTLAND CEMENT CONCRETE PAVEMENT

Removing existing asphalt concrete pavement from existing Portland cement concrete pavement shall be by grinding and conform to applicable portions of Section 42-2, "Grinding" of the Caltrans Standard Specifications. Replace the entire subsection with the following Caltrans subsections:

42-2 GRINDING

42-2.01 Description. Replace with the following:

This work shall consist of grinding existing Portland cement concrete pavement of structures shown on plans to provide a skid resistant surface meeting the specified smoothness requirements, and as specified in these specifications and the special provisions.

42-2.02 Construction. Add the following:

Equipment: Grinding shall be performed with abrasive grinding equipment utilizing diamond cutting blades mounted on a self-propelled machine designed for grinding and texturing pavement. The equipment shall be such that it will not strain or damage the underlying pavement surface. Grinding equipment that causes ravels, aggregate fractures, spalls, or disturbance of the transverse or longitudinal joints shall not be permitted. Vacuuming equipment for removal of residue and excess water shall be used. Residue and wastewater shall not be expelled on the concrete surface.

Methods and Procedures: Substantially, the entire surface of the pavement shall be ground. The finished texture shall be uniform. Extra depth grinding to eliminate minor depressions in order to provide texturing of all the pavement surface is not required.

The transverse slope of the pavement shall be uniform to the degree that no depressions or misalignment of slope greater than 1/4 inch in ten feet exist when tested with a ten-foot straightedge. Straightedge requirements do not apply across longitudinal joints or outside the ground areas.

The Contractor shall establish a positive means for the removal of the grinding residue. Solid residue shall be removed from the pavement surfaces before being blown by traffic action or wind. Residue shall not be permitted to flow across lanes used by public traffic. Residue shall be disposed of in a manner that will prevent residue, whether in solid or slurry form, from reaching any waterway.

The Contractor shall satisfactorily remove grinding material or wastes prior to returning traffic to the surface. If a significant amount of residue remains after grinding, the Engineer may require flushing be done in a manner and in sufficient quantity to assure that liquids, solids, or other materials produced by the pavement grinding is not deposited on vehicles. The contractor's proposed method of flushing the concrete surface should produce acceptable results, which will be based on a surface that will not create a nuisance for the public. All costs for flushing roadway shall be incidental to the contract unit price per square foot for "PCC Pavement Grinding".

A flexible drag hose shall be attached to the discharge end of the slurry pipe to minimize splashing of slurry placed on concrete or adjacent surfaces.

The slurry shall be placed in storage tanks and disposed of properly and legally by other means approved by the Engineer at no additional cost.

Contractor is to note that many obstructions on the pavement such as, but not limited to, existing railroad tracks, concrete nails, spikes, equipment hold down, fastener sleeves and anchors exist and may damage the diamond grinding tools and shall be properly removed or covered prior to the PCC grinding so as to not damage the grinding equipment. The City shall not be responsible for any damage to the grinding machines.

42-2.04 Measurement. Replace the first sentence with the following:

Pavement grinding on existing pavements will be measured by the square foot. Final measurement will not be made for Portland Cement concrete pavement grinding. The plan quantity will be the basis of payment.

42-2.05 Payment. Replace with the following:

The contract price paid per square foot for grind existing concrete pavement shall include full compensation for preparation, complete miscellaneous obstruction removals or coverings including but not limited to metal fasteners and anchors, grinding the pavement, vacuuming and disposal of the grind residue, furnishing water for washing the pavement, and clean-up of the grind surface and shall include full compensation for furnishing all labor, equipment, materials, tools and incidentals to complete PCC Pavement Grinding as shown on the plans and the special provisions, and as directed by the Engineer.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

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

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

Add the following subsection

303-5.5.6 Detectable Warning Surface

Access ramps shall have a prefabricated detectable warning surface with dimensions of 36-inches by 48-inches, as shown on plans, installed in accordance with the State of California's 2006 Revised Standard Plan RSP A88A and comply with the requirements of the Americans with Disabilities Act (ADA). Detectable warnings shall consist of raised truncated domes with a base diameter of nominal 0.9 in (23 mm), a height of nominal 0.2 in (5 mm) and a center-to-center spacing of nominal 2.35 in (60 mm).

The detectable warning surface shall be the 1/8-inch thick Surface Applied Panel System with Beveled Edges as produced by ADA Solutions, Inc., (800) 372-0519, www.adatale.com. Local distributors are: HUB Construction Specialties, Inc., Glendale, CA, (800) 889-4482 and HCS-Cutler, Lawndale, CA (310) 973-2018. The color of the detectable warning surface shall be Gray Munsell Color Notation 10BG 3/1. The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions. The manufacturer shall provide a 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience or attachment. The warranty period shall begin on the date of acceptance of the Contract.

303-5.7 Repairs and Replacements. Add the following:

Concrete Pavement Patch shall be epoxy doweled at 24-inch centers as approved by the Engineer.

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

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

Payment for concrete, concrete patch, gutter, driveways, and cross-gutters shall include all joints as shown in standard plans and construction details, and shall be per the Contract Unit Price per square foot.

SECTION 310 – PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings

310-5.6.1 General – Delete this subsection and replace with the following:

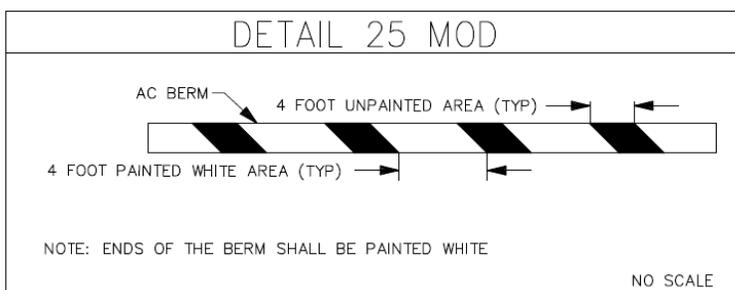
The Contractor shall apply all pavement striping, legends and markings, including parking spaces and markings. All pavement markings configurations shall be per plan and match the material, and dimensions of the existing to be sandblasted or ground away, unless otherwise approved by the Engineer. In addition, Contractor may be required to install new striping, legends or markings that previously do not exist. All Striping shall be applied with two coats of paint.

Compact stalls labeled “C” on the project plans shall have the full word “COMPACT” painted in the stall.

The Contractor shall not proceed with the painting of any pavement markings or striping until after the Engineer has inspected and approved the required “cat-tracking”, and has authorized the Contractor to proceed with said painting.

All existing striping and pavement markings shall be removed by wet sandblasting. Other methods may be requested by the Contractor, but shall be submitted in writing to the Engineer for approval. Blackout of existing traffic striping or pavement markings, which do not conform to the approved Plan, shall not be allowed.

Berm along west side of Lot B shall be painted per following specifications:



Preparation of Existing Surfaces – Add the following subsection:

Crack sealing and other surface preparation work will be performed by City forces. Contractor shall inform the City if additional crack sealing is required at any location, in order to achieve the required quality of slurry seal work. Contractor shall be responsible for the extermination and removal of weeds and other plant material on pavement surfaces.

310-5.6.6.1 Removal of Existing Roadway Pavement Markings and Striping

Prior to the slurry seal application, the Contractor shall remove by grinding or wet sandblasting the existing pavement markings and legends within the work limits. Existing pavement markings and legends not within the work limits, but in close proximity shall either be protected from the work or restored in-kind.

The lump sum contract price paid for Striping Removal shall include all grinding and/or wet sandblasting of all striping, legends, and pavement markings from the existing pavement surface shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Striping Removal and disposing of residue, as specified in these specifications and the special provisions and as directed by the Engineer.

The Lump sum contract price paid for Painted Striping shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Striping, as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer.

The thermoplastic numbered 12-inch by 12-inch yellow square Farmers Market Locations shall be paid under Thermoplastic Markings shall include survey location, marking removal, re-location by survey, replacement and with numbers stencil-painted within the yellow square. Thermoplastic Markings shall be paid by the contract price per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Thermoplastic Marking as shown on the plans, as specified in these specifications and the special provisions and as directed by the Engineer.

APPENDIX I

CITY OF TORRANCE PERMITS AND BUSINESS LICENSE



City of Torrance, Community Development Department
Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

OWNER/APPLICANT INFORMATION

Name: _____
Address: _____
City/State: _____
Zip: _____
Phone: _____

Evacuation permits will not be issued without
USA I.D. number.

Underground Service Alert
Call 1-800/227-2600

USA I.D.#: _____

CONTRACTOR INFORMATION ON FILE

State License #: _____

Class: _____ Exp. Date: _____

City Business #: _____

Workers Comp. #: _____

Exp. Date: _____

JOB LOCATION/ADDRESS

(or closest street address)

Please list cross streets: _____

DESCRIPTION OF WORK

Lin/Ft Trench _____

Width of Trench _____

Lin/Ft Curb & Gutter _____

Lin/Ft Bore _____

Sewer Connection _____

Number of Curb Drains _____

Sq/Ft Asphalt _____

Sq/Ft Concrete _____

Sq/Ft Dirt _____

Work Order Number *(for utility companies)*: _____

Applicant or Authorized Signature: _____

For further permit information, please call 310/618-5898 or Fax 310/618-2846.

Contractor Qualification List

<p>Curb/Gutter A(General Engineering) C8(Concrete Contractor)</p> <p>Driveways A(General Engineering) C8(Concrete Contractor)</p> <p>Sidewalks A(General Engineering) B(General Building) C8(Concrete Contractor)</p> <p>Street/Alley A(General Engineering) C8(Concrete Contractor) C12(Earth and Paving Contractor)</p> <p>Sewer Lateral A (General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)</p>	<p>Sewer Mainline A(General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)</p> <p>Storm Drains A(General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)</p> <p>U/G Utilities A (General Engineering) (Water, Gas or Oil) C34 (Pipeline Contractor)</p> <p>U/G Electrical..... A (General Engineering) C8 (Concrete Contractor) C12 (Earth and Paving Contractors)</p>
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Contractor Qualification List

- 1) FOR INSPECTIONS 24 hour notice is required, before, during, and after construction. Call 310-618-5898, 7:30 AM – 5:30 PM, to SCHEDULE AN INSEPCTION.
- 2) Provide TRAFFIC CONTROL per the “CITY OF TORRANCE CONSTRUCTION TRAFFIC CONTROL PROCEDURES.” Street closures shall be per City of Torrance Standard T603. Major street lane closures between 8:30 AM – 3:30 PM only. ONE STANDARD ARROWBOARD REQUIRED FOR EACH LANE CLOSURE.
- 3) Permitt is not valid until two working days after notifying DIG-ALERT of project. USA # _____
- 4) Do not remove any trees or shrubs without approval of Torrance Tree Supervisor (310-781-6900).
- 5) Contractor will be billed for overtime inspection services. OVERTIME REQUESTS must be submitted for approval 24 hrs in advance.
- 6) Construction site CLEANUP and GRAFFITI removal must be completed prior to finaling of this permit. The work site shall be kept in a well maintained condition. Signage shall be free of graffiti, replaced if bent, vandalized or displays loss of reflectivity. Any graffiti on construction signs must be removed or replaced within 24 hours of notification.
- 7) Any street striping, crosswalk, raised reflective pavement marker or pavement markings damaged by this construction shall be replaced to the satisfaction of the Torrance Public Works Department (310-781-6900).
- 8) THIS PERMIT WILL BE REVOKED if any pollutant is released into or allowed to remain in any component of the city drainage system.
- 9) Trench backfill and pavement repairs shall be per City of Torrance Standard T116.
- 10) Any irrigation system components damaged by this construction shall be replaced to the satisfaction of Park Services (310-618-2930).
- 11) All survey monuments in the project area MUST be located and tied out and a Corner Record filed prior to the start of construction. Also, all destroyed monuments must be replaced prior to receiving final inspection.
- 12) It is the responsibility of the contractor to REPLACE any PAVEMENT removed by this construction.
- 13) The City of Torrance is held harmless from the results of any action or accidents caused by the permittee, his employees, or equipment in the performance of the work described or covered in this permit. Validation of this permit SHALL NOT be held to permit or to be an approval of the violation of any applicable provision of the City Code covering this work, or any other provisions of the City of Torrance Code. In the granting of a Construction & Excavation permit, the Community Development Director may impose such conditions thereon, in addition to those otherwise provided herein, as are reasonably necessary to prevent the proposed operations from being conducted in such a manner as to constitute or create a HAZARD TO LIFE or property or be detrimental to property.

Please call the Business License Office at 310-618-5923 for fee amounts. Payment must be submitted with your application.

FOR OFFICIAL USE ONLY

1. LICENSE NO. _____
 HOME OCCUPATION HEALTH PERMIT N.A.I.C.S. CODE _____



**City of Torrance, Revenue Division
 Business License Application**

3031 Torrance Boulevard, Torrance, California 90503 • 310/618-5828

PART I. APPLICANT TO ANSWER ALL QUESTIONS IN THIS SECTION (print or type)

3. BUSINESS NAME OR DBA _____
 4. CORPORATE NAME (IF DIFFERENT FROM ABOVE) _____

5. BUSINESS ADDRESS _____ SUITE # _____ CITY _____ STATE _____ ZIP _____

6. MAILING ADDRESS _____ SUITE # _____ CITY _____ STATE _____ ZIP _____

7. NATURE OF BUSINESS (state type of business being conducted at this location) _____

8. NO. OF PERSONS WORKING AT LOCATION _____ 9. BUSINESS PHONE _____

10. NAME OF PERSON MAKING APPLICATION (must be an owner, partner or corporate officer) _____ 11. TITLE _____ 12. HOME PHONE _____

13. RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP _____ 14. DRIVER'S LICENSE NO. _____ 15. STATE SALES TAX NO. _____

16. STATE CONTRACTOR'S LICENSE NO. _____ 17. SQUARE FOOTAGE _____ 18. SOCIAL SECURITY NO. _____ 19. FED TAX ID# _____ 20. STATE TAX ID# _____

21. OWNERSHIP INFORMATION PARTNERSHIP CORPORATION SOLE OWNERSHIP

NAMES OF OWNER, PARTNERS, OR PRINCIPAL OFFICERS

NAME	TITLE	HOME ADDRESS	HOME PHONE

I declare that I am the owner, partner, corporate officer or person with the power of attorney, and I understand if all the information provided above is not the true the business license being applied for may be revoked as outlined in section 31.9.10 of the Torrance Municipal Code.

I am duly authorized to make this application. All of the information provided in this application is true and correct. The business will not provide any service, good or product which is illegal under Federal, State, or Local Laws. I declare under penalty of perjury that the foregoing is true and correct.

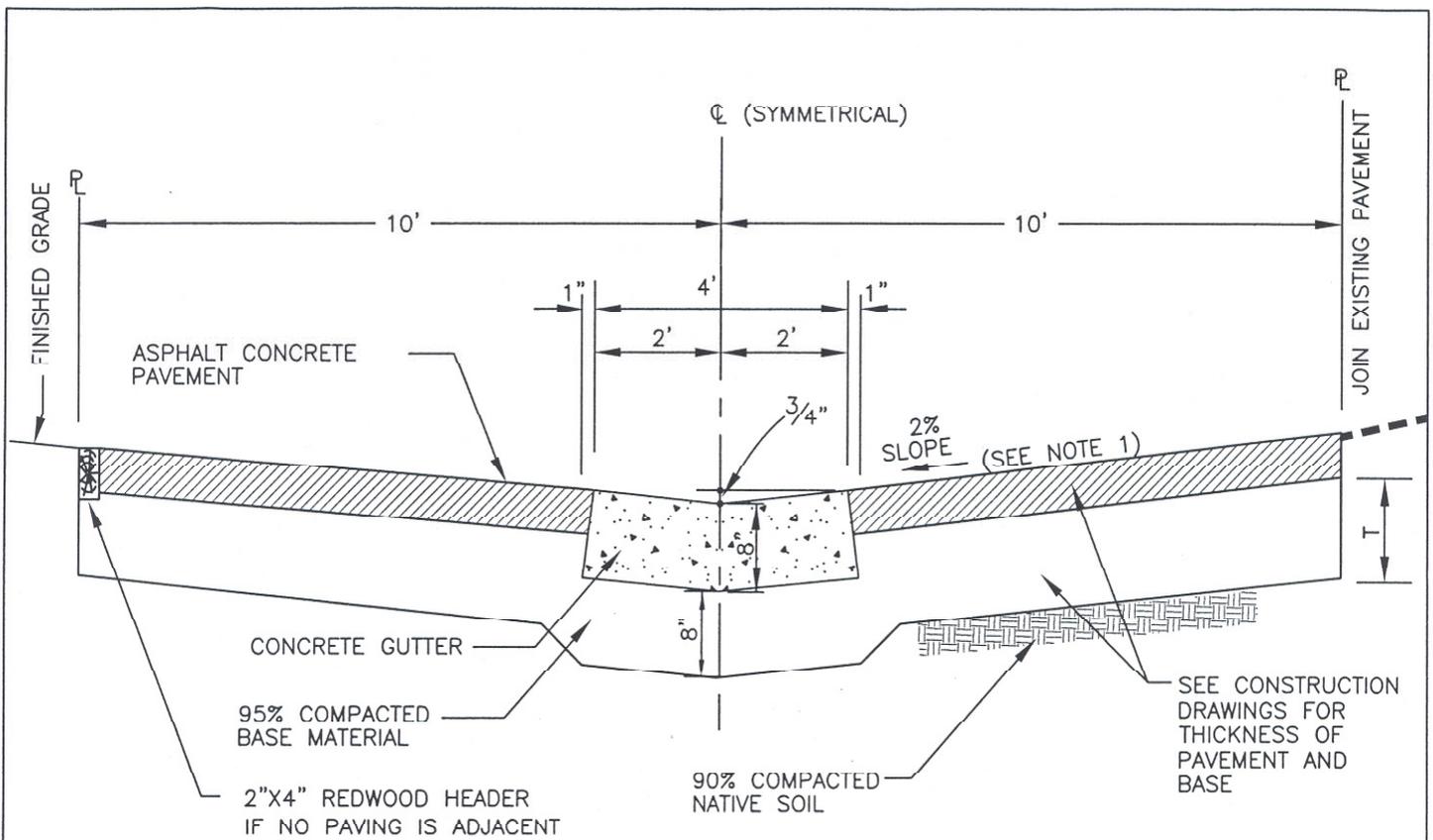
SIGNATURE _____ DATE _____

PART II. FOR OFFICIAL USE ONLY

BASIC FEE	APPLICATION SENT FOR ZONING? <input type="checkbox"/> YES <input type="checkbox"/> NO	PROCESSING FEE	FIRE INSP. FEE	OTHER
PER PERSON FEE	OTHER (cont'd)			
PENALTY FEE	HOLD <input type="checkbox"/> YES <input type="checkbox"/> NO	ENT. FEE	DANCE/PIANO FEE	
RECEIVED BY	DATE	CHECK NO.	BANK NO.	CASH
				TOTAL AMOUNT \$

APPENDIX II

CITY OF TORRANCE STANDARD PLANS



TYPICAL SECTION

NOT TO SCALE

NOTES:

1. IF APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OR PUBLIC WORKS DIRECTOR SLOPE MAY VARY FROM 1% MIN. TO 5% MAX. TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS. IF MIN. AND MAX. SLOPES CAN NOT BE MET, OFFSET THE FLOW LINE FROM CENTERLINE.
2. SMOOTH TROWEL 8" WIDE FLOWLINE IN CONCRETE GUTTER.
3. EXPANSION JOINTS IN GUTTER SHALL BE INSTALLED AT 40'-50' INTERVALS WITH FOUR NO.4 SMOOTH DOWELS (18" LONG).
4. WEAKENED PLANE JOINTS IN GUTTER SHALL BE INSTALLED AT 20'-25' INTERVALS.
5. T: THICKNESS OF CRUSHED AGGREGATE BASE (CAB) OR CRUSHED MISCELLANEOUS BASE (CMB).

CITY OF TORRANCE

DATE ISSUED

SEPT 2006

TYPICAL SECTION ALLEY

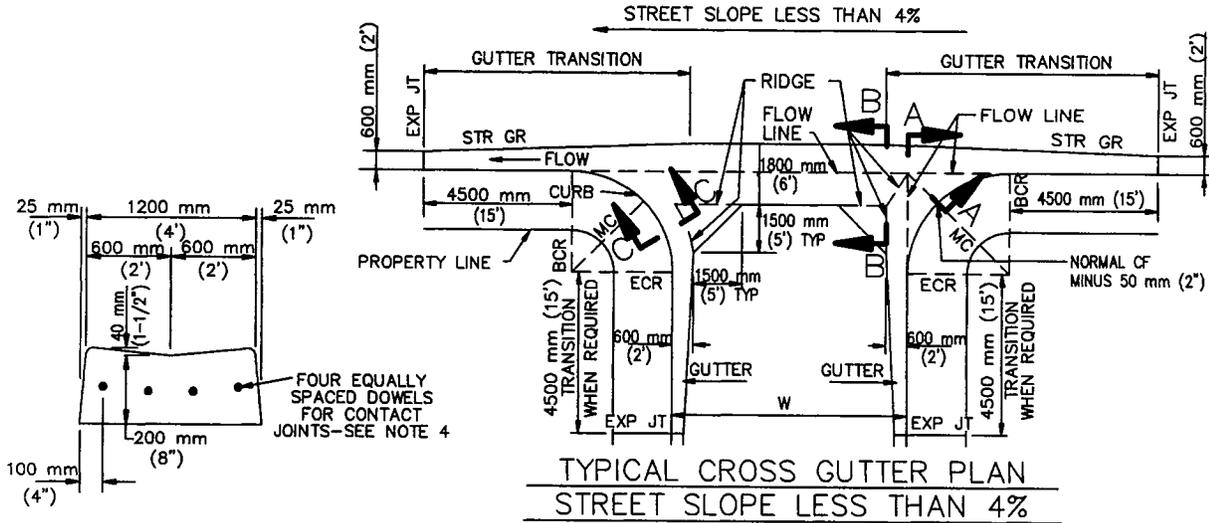
ROBERT J. BESTE
PUBLIC WORKS DIRECTOR
R.C.F. NO. 50737

STANDARD NO.

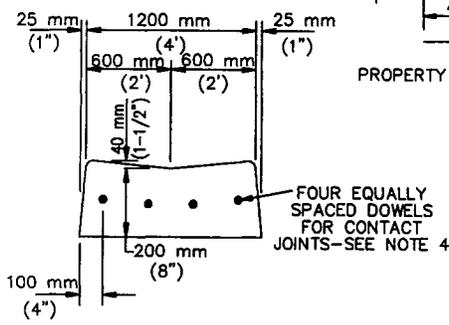
T101

SHEET 1 OF 1

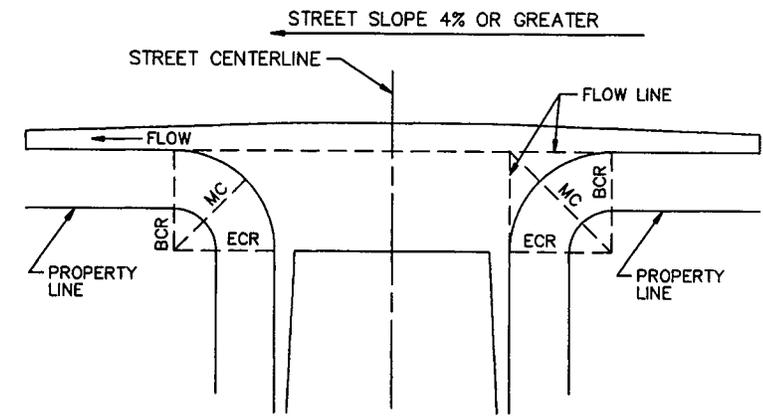
APPENDIX III
SPPWC STANDARD PLANS



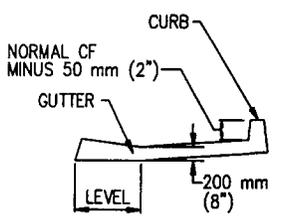
TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%



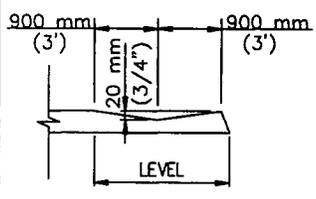
LONGITUDINAL
GUTTER



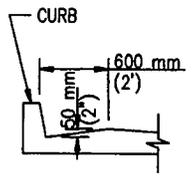
TYPICAL CROSS GUTTER PLAN
STREET SLOPE MORE THAN 4%



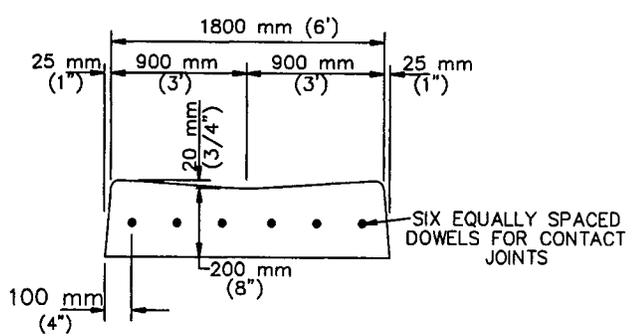
SECTION A-A



SECTION B-B



SECTION C-C



SECTION D-D

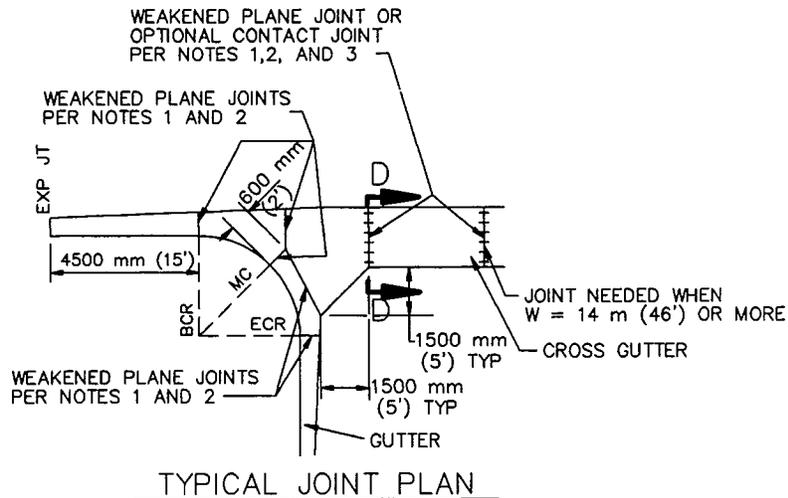
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996

CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
METRIC
122-1
SHEET 1 OF 2



NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 40 mm (1-1/2") DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #13M BARS 450 mm LONG (#4 BARS 18" LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 15 mm (1/2") RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

STANDARD PLAN
MÉTRIC

122-1

SHEET 2 OF 2

APPENDIX IV
CALTRANS STANDARD PLANS

DIST COUNTY ROUTE SHEET TOTAL PROJECT SHEETS

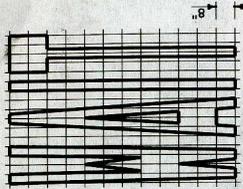
Donald E. Howe
REGISTERED CIVIL ENGINEER

May 1, 2006
BLANS APPROVAL DATE

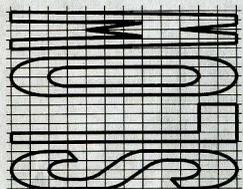
The State of California or its officers or agents shall not be responsible for the accuracy, completeness or electronic nature of this plan sheet.

To get to the California web site, go to: <http://www.dgs.gov>

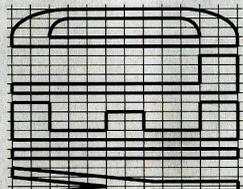
REGISTERED PROFESSIONAL ENGINEER
No. C#402
Exp. 3-31-07
STATE OF CALIFORNIA



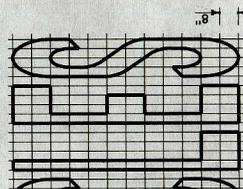
A=19 sq ft



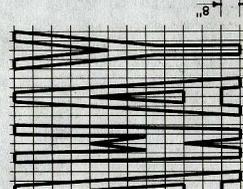
A=23 sq ft



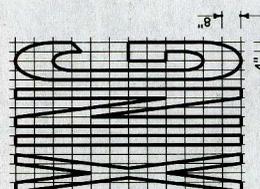
A=24 sq ft



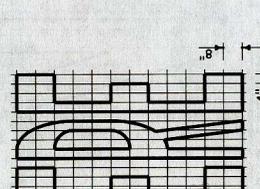
A=42 sq ft



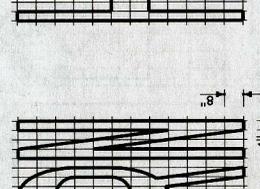
A=43 sq ft



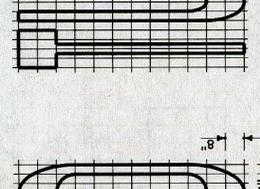
A=21 sq ft



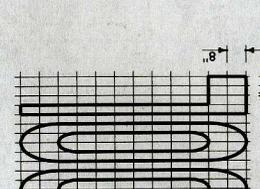
A=26 sq ft



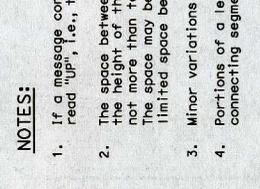
A=24 sq ft



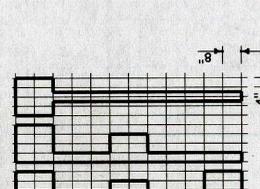
A=31 sq ft



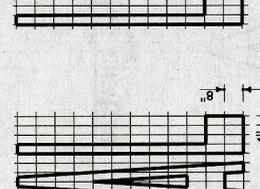
A=35 sq ft



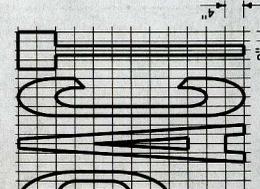
A=26 sq ft



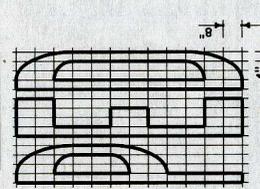
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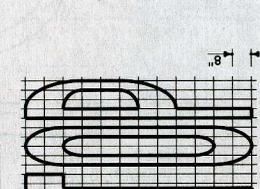
A=32 sq ft



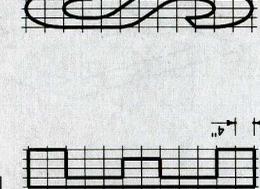
A=10 sq ft



A=18 sq ft



A=22 sq ft



A=6 sq ft



A=5 sq ft

WORD MARKINGS

ITEM	sq ft	ITEM	sq ft	ITEM	sq ft	ITEM	sq ft
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WALT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

NOTES:

- If a message consists of more than one word, it should read "up", i.e., the first word should be nearest the driver.
- The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORD MARKINGS
NO SCALE

A 24D

DIST	COUNTY	ROUTE	CROSS TOTAL SHEETS	PROJECT NO.	SHEET NO.

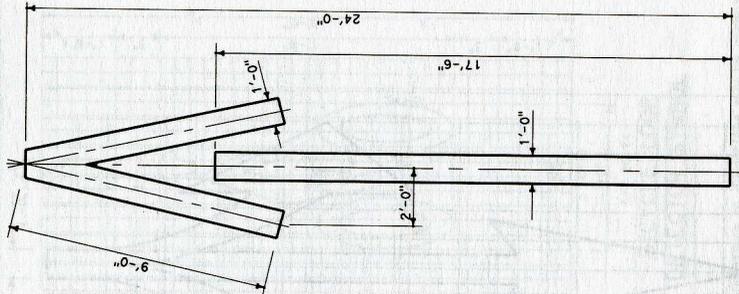
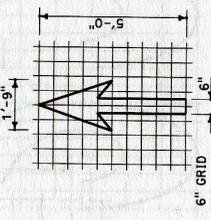
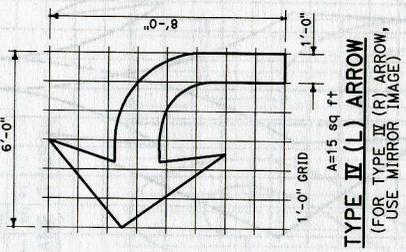
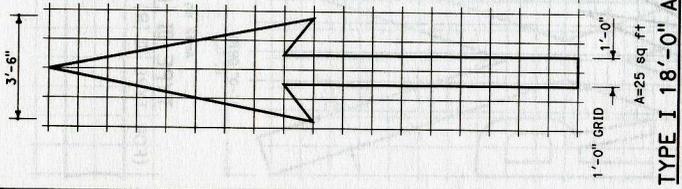
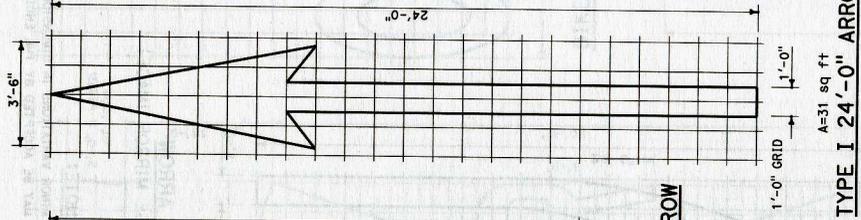
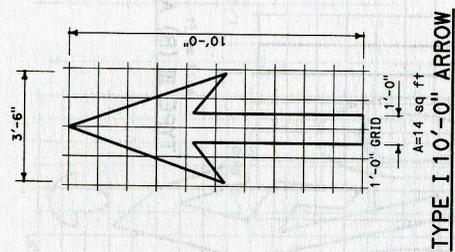
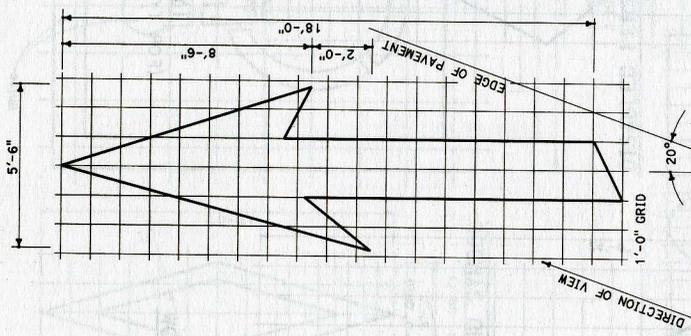
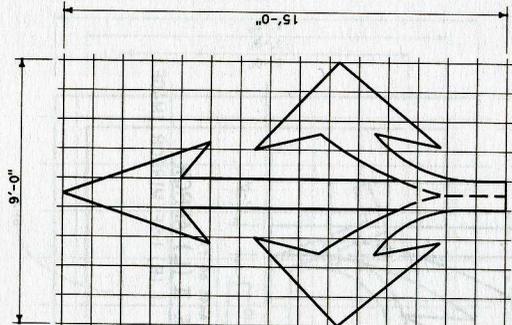
Donald E. Fabre
REGISTERED CIVIL ENGINEER

May 1, 2006
PLANS APPROVAL DATE

The State of California or the engineer or operator shall not be responsible for the accuracy, completeness or electronic copies of this plan, drawing or specification.

To get to the California web site, go to <http://www.cesd.ca.gov>

PROFESSIONAL ENGINEER
DONALD E. FABRE
No. C48402
Exp. 3-31-07
CIVIL
STATE OF CALIFORNIA



NOTE:
MINOR VARIATIONS IN DIMENSIONS
MAY BE ACCEPTED BY THE ENGINEER.

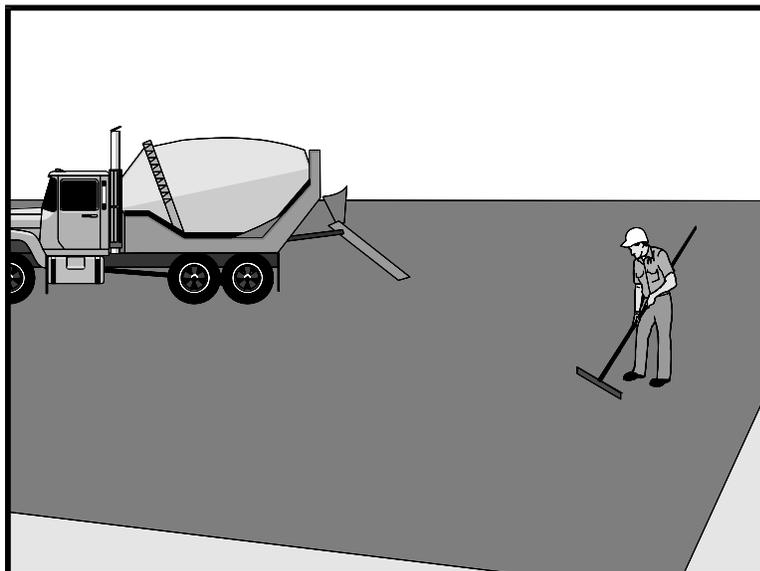
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

A24A

10-11-05

APPENDIX V

CALTRANS PAVING AND GRINDING OPERATIONS, NS-3



Standard Symbol

BMP Objectives

- Soil Stabilization
- Sediment Control
- Tracking Control
- Wind Erosion Control
- Non-Storm Water Management
- Materials and Waste Management

Definition and Purpose Procedures and practices for conducting paving, saw cutting, and grinding operations to minimize the transport of pollutants to the storm drain system or receiving water body.

Appropriate Applications These procedures are implemented where paving, surfacing, resurfacing, grinding or sawcutting, may pollute storm water runoff or discharge to the storm drain system or watercourses.

- Limitations**
- Finer solids are not effectively removed by filtration systems.
 - Paving opportunities may be limited during wet weather.

- Standards and Specifications**
- Substances used to coat asphalt transport trucks, asphalt trucks, and asphalt spreading equipment shall not contain soap and shall be non-foaming and non-toxic.
 - Place plastic materials under asphaltic concrete (AC) paving equipment while not in use, to catch and/or contain drips and leaks. See also BMP WM-4, “Spill Prevention and Control.”
 - When paving involves AC, the following steps shall be implemented to prevent the discharge of uncompacted or loose AC, tack coats, equipment cleaners, or other paving materials:
 - Minimize sand and gravel from new asphalt from getting into storm drains, streets, and creeks by sweeping.
 - Old or spilled asphalt must be recycled or disposed as approved by the Resident Engineer (RE).

- AC grindings, pieces, or chunks used in embankments or shoulder backing must not be allowed to enter any storm drain or watercourses. Install silt fence until structure is stabilized or permanent controls are in place.
- Collect and remove all broken asphalt and recycle when practical; otherwise, dispose in accordance with Standard Specification 7-1.13.
- Any AC chunks and pieces used in embankments must be placed above the water table and covered by at least 0.3 m (1 ft) of material.
- During chip seal application and sweeping operations, petroleum or petroleum covered aggregate must not be allowed to enter any storm drain or water courses. Use silt fence until installation is complete.
- Use only non-toxic substances to coat asphalt transport trucks and asphalt spreading equipment.
- Drainage inlet structures and manholes shall be covered with filter fabric during application of seal coat, tack coat, slurry seal, and/or fog seal.
- Seal coat, tack coat, slurry seal, or fog seal shall not be applied if rainfall is predicted to occur during the application or curing period.
- Paving equipment parked onsite shall be parked over plastic to prevent soil contamination.
- Clean asphalt-coated equipment off-site whenever possible. When cleaning dry, hardened asphalt from equipment, manage hardened asphalt debris as described in BMP WM-5, “Solid Waste Management.” Any cleaning onsite shall follow BMP NS-8, “Vehicle and Equipment Cleaning.”
- Do not wash sweepings from exposed aggregate concrete into a storm drain system. Collect and return to aggregate base stockpile, or dispose of properly.
- Allow aggregate rinse to settle. Then, either allow rinse water to dry in a temporary pit as described in BMP WM-8, “Concrete Waste Management,” or dispose in accordance with Standard Specifications Section 7-1.13.
- Do not allow saw-cut Portland Concrete Cement (PCC) slurry to enter storm drains or watercourses.

Pavement Grinding or Removal

- Residue from PCC grinding operations shall be picked up by means of a vacuum attachment to the grinding machine, shall not be allowed to flow across the pavement, and shall not be left on the surface of the pavement. See also BMP WM-8, “Concrete Waste Management;” and BMP WM-10, “Liquid Waste Management,” and Standard Specifications Section 42-2

“Grindings.”

- Collect pavement digout material by mechanical or manual methods. This material may be recycled if approved by the RE for use as shoulder backing or base material at locations approved by the RE.
- If digout material cannot be recycled, transport the material back to a maintenance facility or approved storage site.
- Digout activities shall not be conducted in the rain.
- When approved by the RE, stockpile material removed from roadways away from drain inlets, drainage ditches, and watercourses and stored consistent with BMP WM-3, “Stockpile Management.”
- Disposal or use of AC grindings shall be approved by the RE. See also BMP WM-8, “Concrete Waste Management.”

Thermoplastic Striping

- All thermoplastic striper and pre-heater equipment shutoff valves shall be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the storm water drainage system, or watercourses.
- The pre-heater shall be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move when the vehicle is deadheaded.
- Contractor shall not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- Clean truck beds daily of loose debris and melted thermoplastic. When possible recycle thermoplastic material. Thermoplastic waste shall be disposed of in accordance with Standard Specification 7-1.13.

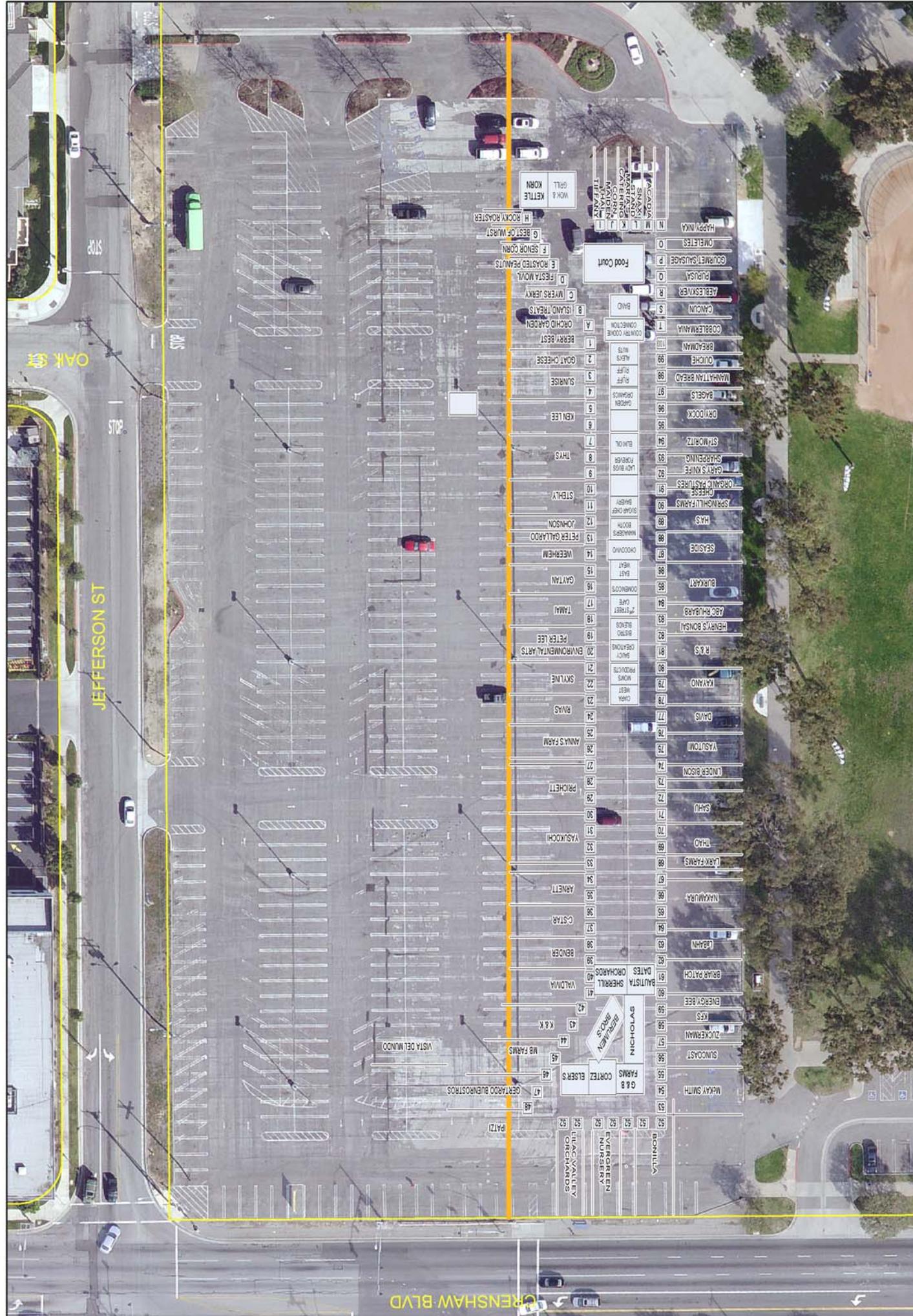
Raised/Recessed Pavement Marker Application and Removal

- Do not transfer or load bituminous material near drain inlets, the storm water drainage system or watercourses.
- Melting tanks shall be loaded with care and not filled to beyond six inches from the top to leave room for splashing when vehicle is deadheaded.
- When servicing or filling melting tanks, ensure all pressure is released before removing lids to avoid spills.
- On large scale projects, use mechanical or manual methods to collect excess

bituminous material from the roadway after removal of markers.

- Waste shall be disposed of in accordance with Standard Specification 7-1.13.
- Maintenance and Inspection
- Inspect and maintain machinery regularly to minimize leaks and drips.
 - Ensure that employees and subcontractors are implementing appropriate measures during paving operations.

APPENDIX VI
FARMER'S MARKET MARKING LAYOUT



Lines and photos are approximate, not to be used for establishing absolute or relative positions

Farmers' Market at Wilson Park (Saturday Market 12-5-09)

T:\MianGIS2010\aeiraiss.5 by 11L Farmers Market at Wilson Park.pdf



- 1 BERRY BEST
- 2 GOAT CHEESE
- 3 SWIWE
- 4 SWIWE
- 5 KEN LEE
- 6 KEN LEE
- 7 THYS
- 8 THYS
- 9 LADY BUGS
- 10 STEHLI
- 11 STEHLI
- 12 JOHNSON
- 13 PETER GALLABO
- 14 WEBHEM
- 15 GAYLAN
- 16 GAYLAN
- 17 TAMAL
- 18 PETER LEE
- 19 ENVIRONMENTAL ARTS
- 20 ENVIRONMENTAL ARTS
- 21 SKYLINE
- 22 SKYLINE
- 23 RYAS
- 24 RYAS
- 25 ANNAS FARM
- 26 ANNAS FARM
- 27 PRICHETT
- 28 PRICHETT
- 29 PRICHETT
- 30 PRICHETT
- 31 YASUKOCH
- 32 YASUKOCH
- 33 YASUKOCH
- 34 ANNETT
- 35 ANNETT
- 36 ANNETT
- 37 C-STAR
- 38 BENDER
- 39 BENDER
- 40 VALDMA
- 41 VALDMA
- 42 VALDMA
- 43 VALDMA
- 44 VALDMA
- 45 VALDMA
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JEFFERSON ST

OAK ST

CRENSHAW BLVD