

**PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
UNDERGROUND STREET LIGHT INSTALLATION  
FOR  
VAN NESS BOULEVARD FROM TORRANCE BOULEVARD TO CRAVENS AVENUE  
AND  
DEL AMO BOULEVARD FROM VICTOR STREET TO HENRIETTA STREET  
B2012-07**



**TOUFIC (TED) SEMAAN  
City Engineer**

**March 2012**

## TABLE OF CONTENTS

### SECTION A - NOTICE INVITING BIDS

NOTICE INVITING BIDS.....	A-1
---------------------------	-----

### SECTION B - INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS .....	B-1
-------------------------------	-----

### SECTION C - BID DOCUMENTS

BIDDER'S PROPOSAL.....	C-6
------------------------	-----

ACKNOWLEDGMENT OF ADDENDA RECEIVED .....	C-8
--	-----

CONTRACTOR'S AFFIDAVIT.....	C-10
-----------------------------	------

BID BOND (10%) .....	C-12
----------------------	------

LIST OF SUBCONTRACTORS.....	C-13
-----------------------------	------

REFERENCES.....	C-15
-----------------	------

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS.....	C-16
---	------

DBE .....	C-16
-----------	------

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

PERFORMANCE BOND ..... D-1

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

PUBLIC WORKS AGREEMENT ..... D-6

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT..... D-17

WORKERS' COMPENSATION INSURANCE CERTIFICATION ..... D-19

**SECTION E - SPECIAL PROVISIONS**

- APPENDIX I: CITY OF TORRANCE PERMIT AND BUSINESS LICENSE**
- APPENDIX II: CITY OF TORRANCE STANDARD PLANS**
- APPENDIX III: STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC)**
- APPENDIX IV: CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**
- APPENDIX V: CALTRANS STANDARD PLANS**
- APPENDIX VI: MANUFACTURER'S DRAWINGS**

**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, April 5, 2012**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF  
Underground Street Light Installation for  
Van Ness Boulevard from Torrance Boulevard to Cravens Avenue  
and  
Del Amo Boulevard from Victor Street to Henrietta Street  
B2012-07**

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/24123.htm>

Those who only view and/or print the Plans, Bid Schedule and Specifications from the City's website will not be added to the City's Plan Holder list for this project.

**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 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: B2012-07**

The Engineer's estimate of the contract total is \$142,000. All work shall be completed within 30 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.

Bidders are advised that, as required by federal law, the State has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. To provide assistance in meeting the statewide goal, the Agency is including a DBE availability Advisory of 9% in this contract. Although bidders need not achieve this DBE Availability Advisory as a condition of award, they are encouraged to solicit bids from DBE subcontractors and suppliers.

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.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

For further information, please contact Ted Semaan, City Engineer at (310)781-6900 or William Kamimura, Associate Engineer at (310)618-3078.

**SECTION B**

**INSTRUCTIONS TO BIDDERS**

## CITY OF TORRANCE, CALIFORNIA

### INSTRUCTIONS TO BIDDERS

#### A. QUALIFICATION OF BIDDERS

##### 1. Competency of Bidders

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

##### 2. Contractor's License

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

#### B. BIDDER RESPONSIBILITY

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

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

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Public Works Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2<sup>nd</sup> 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. Note: Section 313 of the Special Provisions provides detailed descriptions of each bid item.

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 listed below must be completed, executed and submitted with the Bid by the Bidder.

Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda 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.

For any individual bid item, in the case of a discrepancy between its unit price and total bid, the unit price shall always prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

This project has no DBE requirements.

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 sixteen (16) 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 awardee shall execute the following eight (8) documents:

- 1) Performance 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 obtain a City of Torrance Business License.

K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit their question(s) in writing to the Torrance Public Works Department. You may email it to Ted Semaan, City Engineer at [tsemaan@torranceca.gov](mailto:tsemaan@torranceca.gov) and William Kamimura, Associate Engineer at [bkamimura@torranceca.gov](mailto:bkamimura@torranceca.gov). All questions must be received no later than 5:00 p.m. on the Thursday one week prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Ted Semaan, City Engineer at (310)781-6900 or William Kamimura, Associate Engineer at (310)618-3078.

**SECTION C**  
**BID DOCUMENTS**

## BIDDER'S PROPOSAL

Company: \_\_\_\_\_ Total Bid: \_\_\_\_\_

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF  
Underground Street Light Installation for  
Van Ness Boulevard from Torrance Boulevard to Cravens Avenue  
and  
Del Amo Boulevard from Victor Street to Henrietta Street  
B2012-07**

---

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

<b>1</b>	15	EA	<b>STREET LIGHT INSTALLED COMPLETE</b>	\$	\$
<b>2</b>	21	EA	<b>PULL BOX (#5/#6) INSTALLED</b>	\$	\$
<b>3</b>	1	LS	<b>INSTALL 2" CONDUIT (JACKED) AND WIRES</b>	\$	\$
<b>4</b>	1	LS	<b>INSTALL 3" CONDUIT (JACKED) AND PULL ROPE</b>	\$	\$
<b>5</b>	1	EA	<b>TYPE III-BF SERVICE INSTALLED</b>	\$	\$
<b>6</b>	1	EA	<b>TYPE III-CF SERVICE INSTALLED</b>	\$	\$
<b>7</b>	3	EA	<b>ELECTRICAL SERVICE TRANSFER</b>	\$	\$

8	1	EA	REMOVE AND SALVAGE EX SERVICE CABINET	\$	\$	

TOTAL BID PRICE \$ \_\_\_\_\_  
(Figures)\*

TOTAL BID PRICE: \_\_\_\_\_  
(Words)\*

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

**B2012-07**

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 – B2012-07**

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 \_\_\_\_\_

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

**B2012-07**

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)  
\_\_\_\_\_  
(Title)

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

**BID BOND (10%)**

**B2012-07**

**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. B2012-07, said work being: the Underground Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street, and in compliance with the Specifications therefor 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  
B2012-07**

The Bidder is required to fill in the following blanks in accordance with the provisions of the California Public Contract Code Sections 4100-4114, CHAPTER 4. SUBLETTING AND SUBCONTRACTING. 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)**  
**B2012-07**

List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

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

**REFERENCES (PAGE 2 OF 2)**  
**B2012-07**

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):

NAME	TITLE (If Applicable)	LICENSE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

**DBE**

**BIDDERS LIST**

**Underground Street Light Installation for**  
**Van Ness Boulevard from Torrance Boulevard to Cravens Avenue**  
**and**  
**Del Amo Boulevard from Victor Street to Henrietta Street**  
**B2012-07**

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

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ No. of Years in Business: \_\_\_\_\_

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: \_\_\_\_\_ NO: \_\_\_\_\_

Type of work/services/materials provided by firm? \_\_\_\_\_

---

What was your firm's Gross Annual receipt for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS  
B2012-07**

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): \_\_\_\_\_

---

---

---



**SECTION D**

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

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

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

**THE CONDITION OF THIS OBLIGATION IS SUCH, that: WHEREAS, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the Construction of Underground Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street, B2012-07 all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;**

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

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

**PERFORMANCE BOND (CONTINUED)**

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

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the Construction of Underground Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street, B2012-07 as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

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

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 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 Underground Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street;

**In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of Underground Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street, Notice Inviting Bids No. B2012-07 (the "NIB"); and**

- B. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

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

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

2. **TERM**

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

3. **COMPENSATION**

- A. CONTRACTOR's Fee.

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

- B. Schedule of Payment.

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

#### 4. TERMINATION OF AGREEMENT

##### A. Termination by CITY for Convenience.

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

##### B. Termination for Cause.

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

##### C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an

incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 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, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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

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

**17. INSURANCE**

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

**18. SUFFICIENCY OF INSURERS**

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

**19. CONFLICT OF INTEREST**

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

**20. NOTICE**

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

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

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

CITY:

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

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

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

**22. INTEGRATION; AMENDMENT**

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

**23. INTERPRETATION**

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

**24. SEVERABILITY**

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

**25. TIME OF ESSENCE**

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

**26. GOVERNING LAW; JURISDICTION**

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

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

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

**28. WAIVER OF BREACH**

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

**29. ATTORNEY'S FEES**

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

**30. EXHIBITS**

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

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

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

CITY OF TORRANCE,  
a Municipal Corporation

\_\_\_\_\_  
A **XXX** corporation  
\_\_\_\_\_

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

By: \_\_\_\_\_  
**name, title**

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_  
Patrick Q. Sullivan  
Assistant City Attorney

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
Underground Street Light Installation for  
Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and  
Del Amo Boulevard from Victor Street to Henrietta Street,  
B2012-07**

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

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

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

\_\_\_\_\_  
Duly Authorized Agent

Attached to and forming part of  
Policy No. \_\_\_\_\_  
of the \_\_\_\_\_

Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

## WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

\_\_\_\_\_  
CONTRACTOR

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

Title: \_\_\_\_\_

## **SECTION E**

### **SPECIAL PROVISIONS**

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

## SECTION E - SPECIAL PROVISIONS

### Table of Contents

	Page
<b>PART 1 - GENERAL PROVISIONS</b>	
<b>SECTION 1 -TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS</b>	<b>4</b>
1-2 DEFINITIONS	
1-3 ABBREVIATIONS	
<b>SECTION 2 - SCOPE AND CONTROL OF THE WORK</b>	<b>5</b>
2-1 AWARD AND EXECUTION OF CONTRACT	
2-3 SUBCONTRACTS	
2-4 CONTRACT BONDS	
2-5 PLANS AND SPECIFICATIONS	
2-6 WORK TO BE DONE	
2-9 SURVEYING	
2-10 AUTHORITY OF BOARD AND ENGINEER	
2-11 INSPECTION	
<b>SECTION 3 - CHANGES IN WORK</b>	<b>11</b>
3-3 EXTRA WORK	
3-4 CHANGED CONDITIONS	
<b>SECTION 4 – CONTROL OF MATERIALS</b>	<b>12</b>
4-1 MATERIAL AND WORKMANSHIP	
<b>SECTION 5 - UTILITIES</b>	<b>13</b>
5-1 LOCATION	
5-2 PROTECTION	
5-3 REMOVALS	
5-4 RELOCATION	
5-5 DELAYS	
<b>SECTION 6 - PROSECUTION, PROGRESS &amp; ACCEPTANCE OF THE WORK</b>	<b>16</b>
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK	
6-7 TIME OF COMPLETION	
6-8 COMPLETION, ACCEPTANCE AND WARRANTY	
6-9 LIQUIDATED DAMAGES	
6-11 SEQUENCE OF CONSTRUCTION	
<b>SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR</b>	<b>18</b>
7-2 LABOR	
7-3 LIABILITY INSURANCE	
7-4 WORKER'S COMPENSATION INSURANCE	
7-5 PERMITS	

7-6	CONTRACTOR'S REPRESENTATIVE	
7-8	PROJECT SITE MAINTENANCE	
7-9	PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	
7-10	PUBLIC CONVENIENCE AND SAFETY	
<b>SECTION 9</b>	<b>- MEASUREMENT AND PAYMENT</b>	<b>23</b>
9-1	MEASUREMENT AND PAYMENT	
9-2	LUMP SUM WORK	
9-3	PAYMENT	
9-4	CLAIMS	
<b>PART 2</b>	<b>- CONSTRUCTION MATERIALS</b>	
<b>SECTION 200</b>	<b>- ROCK MATERIALS</b>	<b>26</b>
200-2	UNTREATED BASE MATERIALS	
<b>SECTION 203</b>	<b>- BITUMINOUS MATERIALS</b>	<b>26</b>
203-6	ASPHALT CONCRETE	
<b>SECTION 209</b>	<b>- ELECTRICAL COMPONENTS</b>	<b>26</b>
209-2	MATERIALS	
<b>PART 3</b>	<b>- CONSTRUCTION METHODS</b>	
<b>SECTION 306</b>	<b>- UNDERGROUND CONDUIT CONSTRUCTION</b>	<b>26</b>
<b>SECTION 307</b>	<b>- STREET LIGHTING AND TRAFFIC SIGNALS</b>	<b>27</b>
<b>SECTION 313</b>	<b>- DESCRIPTION OF BID ITEMS AND PAYMENT</b>	<b>32</b>
313-1	ITEM 1-STREET LIGHT INSTALLED COMPLETE	
313-2	ITEM 2-PULL BOX (#5) INSTALLED	
313-3	ITEM 3-2" CONDUIT AND WIRES	
313-4	ITEM 4-3" CONDUIT AND PULL ROPE	
313-5	ITEM 5-TYPE III BF SERVICE CABINET INSTALLED	
313-6	ITEM 6-TYPE III CF SERVICE CABINET INSTALLED	
313-7	ITEM 7-ELECTRICAL SERVICE TRANSFER	
313-8	ITEM 8-RELOCATE EXISTING EQUIPMENT	
313-9	ITEM 9-REMOVE AND SALVAGE EXISTING SERVICE CABINET	
<b>APPENDIX I</b>	<b>CITY OF TORRANCE PERMIT AND BUSINESS LICENSE</b>	
<b>APPENDIX II</b>	<b>CITY OF TORRANCE STANDARD PLANS</b>	
<b>APPENDIX III</b>	<b>APWA STANDARD PLANS</b>	
<b>APPENDIX IV</b>	<b>CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY</b>	
<b>APPENDIX V</b>	<b>CALTRANS STANDARD PLANS</b>	
<b>APPENDIX VI</b>	<b>MANUFACTURER'S DRAWINGS</b>	

## 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
ARHM	Asphalt rubber hot mix
CA	City Arborist
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
Temp.	Temporary
Theo.	Theoretical
WM	Wire mesh or water meter

## **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.

### **2-3 SUBCONTRACTS**

**2-3.2 Additional Responsibility.** Replace the second sentence of the second paragraph with the following:

The following work will be considered as "Specialty Items":

**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 (Plan No. SL2012-001)

The existing utility information 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
  - d. Standard Plans of the Los Angeles County Department of Public Works, latest edition
  - e. American Water Works Association Standards, latest edition.

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

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

- 1) Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) Sections 56-2, 84, 85, 86 and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition
- 3) American Water Works Association Standards, 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 Submittals**

**2-5.3.4 Supporting Information.** Replace the second paragraph with the following:

Submittals are required for the following:

- 1) PVC Conduit
- 2) PVC Conduit fittings and appurtenances
- 3) Wire
- 4) Pull Boxes/Hand Holes

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

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

The Work generally consists of the construction of Street Lighting Systems with appurtenances as shown on City of Torrance Plan Nos. SL2012-001 (sheets 1 through 3); install street light foundations, street lights, service pedestals, conduit, repair sidewalk, repair pavement, and all other incidental work in this specification document.

### **2-9 SURVEYING.**

**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 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.

Stakes shall be set and stationed by the Contractor for curbs, curbs and gutters, sidewalks, access ramps, bus pads, driveways, headers, storm drains, sewers, cross gutters, spandrels, alley intersection, catch basin, rough grade, and other items as necessary. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet. A copy of each grade sheet shall be furnished to the Engineer. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Contractor at its expense.

Construction stakes shall consist of the following:

- a. Offset line and grade stakes for gravity sewer at 50-foot intervals with grade sheets indicating cut to the pipe invert.
- b. One set of control stakes for manholes and jacking pits.
- c. One set of paving stakes.
- d. Pipe heading checks for line and grade at each manhole.

The Contractor shall submit to the City within 2 days after completion of each respective survey, setting of each stake and heading check a copy of the survey notes and calculations certified by the licensed Land Surveyor for the following:

- a. Level and horizontal control circuit for survey control.
- b. Grade sheets for pipeline stakes.
- c. Pipe heading checks.

All costs for construction survey staking including construction 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 price for which such work is appurtenant thereto, and no additional allowance will be made therefore.

Payment for construction surveying shall be on a lump sum basis per the Contract Unit Price. When the Contract does not include a pay item for construction surveying as specified above, and unless otherwise provided in these Special Provisions, full compensation for construction surveying required to complete the Work shall be included in the bid price for the appurtenant items of work.

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

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

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

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

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

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

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

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

Add the following subsections:

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

Mondays through Fridays	-	\$100.00 per hour
Saturdays, Sundays, Holidays	-	\$1,000.00 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 Inspections During Construction.** During the construction, the Contractor shall make the Work site available for periodic inspections by the regulatory agencies.

### **2.11.3 Material Inspection/Testing and other City Expenses.**

- (a) If a City subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the City subcontractor may charge the City an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.
- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not immediately 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 staff to perform the work. For each occurrence, the City will charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by the City for administration, labor, equipment and materials. The standard rates for City staff are available upon request from the Public Works Department.
- (c) For each sign, drum, delineator, cone, barricade, warning device, or other type of required traffic control device that is not provided by the Contractor when required by the Traffic Control Plans, the Engineer may deduct \$75 per day for each missing device from a Progress Payment. The Engineer, a City designate, or Public Works Inspector will inform the Contractor. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.
- (d) Temporary lane closures maintained prior to 8:30 A.M. and/or after 3:30 P.M. may have a negative economic effect on the local residential, commercial or industrial community. Unless a temporary lane closure is otherwise authorized, the Engineer may deduct a fee from a Progress Payment for each temporary lane closure maintained prior to 8:30 A.M. or after 3:30 P.M. The fee will be assessed at a rate of \$700 per each travel lane per each thirty (30) minute interval, or fraction thereof.

## 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 or the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rates" available at the Caltrans web site, [www.dot.ca.gov/hq/eqsc/inforesources.htm](http://www.dot.ca.gov/hq/eqsc/inforesources.htm), which is in effect on the date upon which the work is accomplished, and that hereby is made 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 1-800-227-2600 at least 48 hours prior to any excavation.

The new piping shall go over or under the existing utilities as indicated on the plans. Where not indicated, the Contractor shall assume that the new piping will cross under the existing utility. The Contractor shall pothole existing utilities as shown on the plans, as directed by the Engineer or as deemed necessary by the Contractor. The cost of potholing herein specified shall be included in the prices paid for other items of work and no additional compensation will be allowed.

Where water lines exist, at each angle point, cross connection and "T" connection, the Contractor, for bidding purposes, shall assume the existence of a concrete thrust block located such as to resolve thrust loads. Any and all costs resulting from the existence of a thrust block, including costs for its removal and restoration if required, shall be deemed as being included in the prices bid for the various items of work.

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.

### **5-2 PROTECTION.** Add the following:

If, in the course of construction, the Contractor damages a sewer lateral or water lateral, the Contractor shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the Engineer. This shall not be considered to be extra work and no extra costs shall be allowed therefore.

Sewers, including lateral repairs, shall be constructed of Vitrified Clay Pipe, unless otherwise approved in writing by the Engineer.

Add the following after the final paragraph:

As noted in subsections 5-2.1, 5-2.2 and 5-2.3 utilities are classified and are to be handled in one of three ways by the Contractor in the course of performing the contract.

### **5-2.1 Noninterfering Utilities**

Utilities that are not abandoned by the owner and do not physically interfere with the permanent work in its final location shall be supported, protected and maintained in place by the Contractor, and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from his/her failure to do so and the Contractor shall indemnify and hold harmless the City from any and all such consequences. Noninterfering utilities may, with the permission of the owner and the Public Works Director, be relocated still farther from the permanent work in its final locations, but the Contractor shall not so consider, in submitting his bid, unless the relocation is shown on the plans.

### **5-2.2 Abandoned Utilities**

Abandoned utilities are those portions of any utility which are no longer needed or desired by the owner and whose destruction is consented to by the owner and/or is permitted by notation on the plans. Abandoned utilities which physically interfere with the permanent work or with the construction thereof shall be removed by the Contractor and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from the removal and the Contractor shall indemnify and hold harmless the City from any and all such consequences.

### **5-2.3 Interfering Utilities**

Any utility shall be deemed an interfering utility (1) which physically occupies any part of the space to be occupied by the permanent work in its final locations, or (2) whose length within the theoretical width of excavation for the permanent work exceeds five times the width of said theoretical excavation whether or not the utility physically interferes with the permanent work. Interfering utilities that are not abandoned by the owner shall be relocated so as not to interfere with the permanent work in its final location. Such relocation will be performed by the owner or the City unless otherwise shown on the plans.

The Contractor shall exercise caution to prevent damage to or movement of the utilities while constructing the permanent work along and adjacent to the utilities.

Should any manhole extend within a trench excavation, the Contractor shall choose one of the following methods of construction and shall assume all responsibilities thereof:

- (1) Support and maintain the manholes in place during the construction of the permanent work in open cut.
- (2) Remove the shaft and maintain the base of the manhole in place until the backfill is placed and compacted; then reconstruct the manhole shaft.
- (3) Use another method of construction which has been submitted to and approved by the Engineer. All costs for the work pertaining to the manholes that might be found to extend partially within the excavation limits or any protective measures required due to the proximity of the manholes and the permanent work at these locations shall be absorbed in the prices bid for the various items of work.

**5-2.4 Protection of Underground Hazardous Utilities.** This Subsection shall apply to projects where there are underground utilities within the Work area which may be potentially hazardous if

damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster such as, but not limited to, gasoline, electricity, fuel oil, butane, propane, natural gas, chlorine or other chemicals.

Abandoned or inoperative utilities designed to carry hazardous substances and unidentified or unknown utilities shall be considered hazardous until determined otherwise. Whenever the Contractor is directed by the Engineer to tap these lines, the Contractor shall provide personnel specialized in this work and payment therefore will be considered as extra work per 3-3 of these Special Provisions.

The Contractor shall comply with the following requirements when working around underground hazardous utilities:

- 1) The Contractor shall not trench or excavate within the area where a utility known to carry a hazardous substance exists until its location has been determined by excavation or other proven methods acceptable to the Engineer. The intervals between exploratory excavations or location points shall be sufficient to determine the exact location of the line. Unless otherwise directed by the Engineer, excavation for underground hazardous utilities shall be performed by the Contractor and paid for as specified per 5-1 of these Special Provisions.
- 2) If it is determined that the horizontal or vertical clearance between the utility known to carry hazardous substances and the construction limit is less than 300 mm (12 inches) (450mm (18 inches) if scarifying), the Contractor shall confer with its owner. Unless the owner elects to relocate the line or take it out of service, the Contractor shall not excavate until the line has been completely exposed within the limits of construction.
- 3) Once the physical location of the utility known to carry hazardous substances has been determined, the Contractor, in cooperation with and with the concurrence of the utility owner, shall determine how to protect and/or support the utility from damage before proceeding with the Work.
- 4) During all excavation and trenching operations, the Contractor shall exercise extreme caution and protect the utilities from damage.
- 5) The Contractor shall notify the Engineer, the public agency maintaining records for the jurisdiction in which the Project is located and the owner, if known, whenever previously unidentified or unknown underground utilities are encountered so that the location can be accurately established and made a part of permanent substructure records.

Full compensation for protecting underground hazardous utilities as specified or noted on the Plans shall be considered as included in the prices bid for the various items of work.

### **5-3 REMOVAL.**

Add the following:

It shall be the Contractor's responsibility irrespective of the notations on the plans to confirm or determine that a utility is to be abandoned before treating the same as an abandoned utility and shall assume all risks in so determining.

#### **5-4 RELOCATION.**

Substitute the following for the last paragraph:

For the purpose of these specifications, service connections shall be construed to mean all, or any portion of, the pipe, conduit, cable, or duct which connects a utility main distribution line to the meter of an individual user, and further, shall include the meter and such portions of said pipe, conduit, cable or duct on the user's side of the meter which affect the contract work or its prosecution.

#### **5-5 DELAYS.**

Substitute the following:

If the contractor while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the City and utility in writing. The Contractor shall not be entitled to damage or additional payment, nor shall it be entitled to standby time for labor if a delay does occur. The Contractor also shall not be entitled to damage or additional payment for equipment not on the project during the occurrence of the event that caused the related delay. The Engineer will determine the extent of the delay attributable to such interferences, the affect of the delay on the project as a whole, and any commensurate extension of time.

Any failure of the City and/or utility company to accomplish relocations in a reasonable manner in light of the Contractor's operations (to the extent such operations would otherwise be feasible and in accordance with the contract and as disclosed to the City prior to the Contractor encountering any such utility) shall entitle the Contractor to an extension of contract time to the extent that, in the judgment of the Engineer, the Contractor's completion of the overall contract work has been delayed; however, the Contractor shall be entitled to no other remedy and, in submitting its bid, thereby waives such other remedies, if any, unless the relocation delay is the result of arbitrary, capricious or malicious conduct by the City.

### **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

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

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

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

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

prior to commencing work at the site.

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

- 1) The schedule shall be prepared using the latest version of Primavera, Microsoft Project or approved equal.

**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) 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.

**6-1.4 Updates.** The Contractor shall submit 2 paper copies of the updated construction schedule to the Engineer bi-weekly.

**6-1.5 Order of Work.** The Contractor shall pothole mast arm pole foundations for conflicting utilities prior to ordering poles. The Contractor shall order traffic signal poles and equipment and/or other materials requiring a delivery delay within 5 working days subsequent to pothole activities. Contractor shall provide written proof(s) of timely material order(s) and shall include any delivery delays in the Construction Schedule.

## **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 30 working days from the start date specified in the Notice to Proceed.

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

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

Add the following subsection:

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

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

use.

**6-9 LIQUIDATED DAMAGES.** In each of the two paragraphs, substitute "\$500 in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

## **6-11 SEQUENCE OF CONSTRUCTION**

**6-11.1 Multiple Job Sites.** In order to meet the contract schedule, the Contractor will be allowed to initiate and maintain construction on Del Amo Boulevard and Van Ness Street simultaneously.

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### **7.2 LABOR**

Add the following subsections:

#### **7-2.3 Payrolls and Payroll Records**

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

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

The Contractor must maintain at its sole expense 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.

Add the following:

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

**7-4 WORKER'S COMPENSATION INSURANCE.** Add the following after the first sentence of the second paragraph:

Worker's Compensation Insurance shall be with limits as required by the State of California and Employer's Liability with limits of \$1,000,000 per accident.

**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. The Contractor shall obtain no-fee Electrical permits from the Building and Safety Department before commencing installation of new electrical services as applicable.

Full compensation for complying with the above requirements shall be considered as included in the prices bid for the appropriate items of work.

**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.

**7-8.2 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.

The Contractor shall perform all private lawn, hardscape, and parkway restorations, (not included in the project plans) including restoration of irrigation systems and existing curb drains within five (5) days after the adjacent improvements have been constructed at his own expense. The Contractor shall not delay restorations for tree plantings.

Add the following subsections:

**7-9.1 Replacement of Lawns.** When the Contract requires the removal and replacement of lawns or sod, including parkways, the Contractor shall comply with the following minimum requirements: the area to be replanted shall be regraded and covered with two inches of an approved topsoil; the grass seed or sod shall be for grass or sod of the same type as was removed, or an approved equal, and grass shall be sown at the rate recommended by the seed distributing company; Bandini steer manure or approved equal shall be applied to the planted area at the rate recommended by the vendor. The Contractor shall water and care for replaced lawns until the grass has attained a complete cover and has been given its first cutting, unless other arrangements are made with the property owners. The lawn restoration, as above described, shall be completed prior to the final payment.

**7-9.2 Replacement of Sprinkler Systems.** Damaged sprinklers shall be replaced so that the area watered by the original system will be adequately watered by the reconstructed system without undue waste of water. Overspray on any area no longer planted should be avoided, and any revised shape or layout of the remaining planted area will be adequately watered. Any additional material or work required to obtain said adequate coverage shall be furnished by the Contractor, at its expense. The Contractor shall be responsible to replace any lawn or plant damaged from lack of irrigation resulting from the Contractor's operations, at its expense, to the satisfaction of the Engineer.

**7-9.3 Parkway Trees.** The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the Engineer. All existing trees and shrubs that are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company to the satisfaction of the Engineer. Tree trimming and replacement shall be accomplished in accordance with the following requirements:

- (a) Trimming. Symmetry of the tree shall be preserved; no stubs, splits torn branches or torn roots left; clean cuts to be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over one and one-half inches in diameter shall be coated with a suitable tree wound paint as approved by the Engineer.
- (b) Replacement. The Contractor shall immediately notify the Engineer if any tree is damaged by its operations. If, in the opinion of the Engineer, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like variety as the tree damaged, subject to the approval of the Engineer. The size of the tree shall be the size of the tree replaced or 3" in diameter, whichever is smaller.

**7-9.4 Street Furniture.** The Contractor shall be responsible for removal, storage and replacement of trash receptacles, bus benches, bus enclosures, newspaper boxes, mail boxes, etc. and coordination with the Owners as required throughout construction. Replacement of the removed items shall be per the direction of the Owner or Engineer.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

**7-10.1 Traffic and Access.** Replace the fourth paragraph with the following:

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access.

Add the following before the last paragraph:

The Contractor shall be responsible to provide at least 48 hours written notice to each affected property before closing or partially closing any driveway or pedestrian access.

Add the following subsections:

**7-10.1.1 Traffic Control.** The Contractor shall maintain all traffic control and have it comply with the Standard Plans for the City of Torrance and the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) California Edition.

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

- a) At a minimum, the Contractor shall maintain one (1) ten (10) foot-wide lane open in each direction between the hours of 7:00 a.m. and 3:30 p.m. All travel lanes shall be kept open all other times.
- b) Traffic signs, flaggers, warning devices, safety traffic devices and, on select streets, electronic arrow boards for diverting and directing traffic shall be furnished, installed and maintained by the Contractor throughout the project.

All costs for the above requirements shall be included in the Contract Price.

**7-10.1.3 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 either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. 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.

If, in the event a street scheduled for slurry or cape sealing was missed, the Contractor shall immediately remove all "No Parking" signs and notify all residents and others previously notified, with printed notices, that due to unforeseen circumstances, the Contractor was not able to seal the

street as previously notified, that the street will be rescheduled in approximately 1 to 2 weeks, and that they will be re-notified. The Contractor shall, on the job site prior to the start of each day's work, have an adequate supply of approved letters of notification to residents for missed streets.

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

**7-10.1.4 Holiday Moratorium.** No reduction in lane widths on any major street shall be permitted during the CITY's holiday period construction moratorium, which begins on the Monday prior to Thanksgiving and ends on the Friday following New Year's Day. No traffic signal shall be out of operation for any period of time during said moratorium.

**7-10.3 Street Closures, Detours, Barricades.**

Add the following subsection:

**7-10.3.1 Temporary Steel Plates.** When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal cannot be properly complete within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plate used for bridging shall extend a minimum of 12-inches beyond the edges of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequately shored to support the bridging and traffic loads
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates.
5. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed using the following Method:

**Method**

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled 2-inches into the pavement. Subsequent plates are butted to each other. Fine grade asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum 12- inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry that is satisfactory to the City and/or Caltrans.

The Contractor shall be responsible for maintenance of the steel plates, shoring and asphalt concrete ramps.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading).

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
10"	1/2"

1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 1/4"

For spans greater the 5'-3" a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right-of-way whether used in or out of the travel way shall be without deformation. Steel plates shall be non-skid. Advanced signs shall be required for steel plates within traveled ways (Type P per the Watch Manual or a Rough Road sing (W33) per Caltrans requirements).

**SECTION 9 - MEASUREMENT AND PAYMENT**

**9-1 MEASUREMENT AND PAYMENT.** 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.**

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

For each progress estimate, 5 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.

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.

#### **9-4 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 200 – ROCK MATERIALS**

#### **200-2 UNTREATED BASE MATERIALS**

**200-2.1 General.** Replace the entire subsection with the following:

Untreated base for pavement, sidewalk and other improvements shall be either Crushed Aggregate Base conforming to 200-2.2 or Crushed Miscellaneous Base conforming to 200-2.4.

### **SECTION 203 – BITUMINOUS MATERIALS**

#### **203-6 ASPHALT CONCRETE**

**203-6.1 General.** Add the following:

Asphalt concrete shall be Type Class B-PG-64-10 for the base courses and C2-PG-64-10 for surface courses. For leveling courses of 1-inch thick or greater, asphalt concrete shall be Type Class C2-PG-64-10. For leveling courses between 0.75 inches to 0.99 inches thick, asphalt concrete shall be Type Class D2-PG-64-10.

### **SECTION 209 – ELECTRICAL COMPONENTS**

#### **209-2 MATERIALS.**

**209-2.1 Electroliers.** Replace the entire subsection with the following:

Electroliers shall be as shown on the Plans and are City Supplied.

**209-2.2 Anchor Bolts.** Replace the entire subsection with the following:

Anchor Bolts are City Supplied and specific to the Electroliers. An anchor bolt base plate template is provided in the appendices.

**209.2.3 Conduit.** Replace the entire subsection with the following:

See Section 306 and 307.

## **PART 3 - CONSTRUCTION METHODS**

### **SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**

Replace the entire section with the following:

Conduit shall conform to the provisions in Section 86-2.05, "Conduit," of the latest edition of Caltrans Standard Specifications and Section 307 of these Special Provisions.

All conduit shall be installed using directional boring methods unless noted otherwise on the plans or as directed by the City Engineer. Rockwheels or similar devices are strictly prohibited. Trenching may be allowed only upon approval of the City Engineer.

Contractor is responsible for all incidental materials for this project, including required conduit from a pole foundation to the nearest pull box.

The conduit in a foundation and between a foundation and the nearest pull box shall be PVC Schedule 80 or rigid steel type at the Contractor's option.

After conductors or pull rope have been installed, the ends of conduits terminating in pull boxes, and in service cabinets shall be sealed with an approved type of sealing compound. All GRS conduits shall be bonded and grounded within pull boxes in accordance with the Standard Specifications, Section 86-2.10.

Where existing conduits are to be used in the installation of new conductors, the Contractor shall remove the existing conductors, clean the conduit with a cylindrical wire brush and blowout the conduit with compressed air prior to installing the new conductors.

Conduit depth shall be a minimum 18 inches in sidewalk areas and 30 inches in all other areas. No water-jetting is allowed to install conduit.

Conduit runs are shown in schematic form only. Actual installation shall be done in the most direct manner. The Contractor shall locate the interfering underground facilities, if any, and the actual installation shall be done in the most direct manner under the sidewalk (where applicable) as the existing underground condition permits and as approved by the Engineer in the field.

## **SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNALS**

Delete the entire Section 307, and replace with Section 86 of the Caltrans Standard Specifications.

### **86-1 GENERAL**

**86-1.01 Description.** Replace the entire subsection with the following:

The Work shall consist of installing City furnished street light poles, arms, luminaires, and electrical service enclosures to provide a fully operational street lighting system, and transfer existing electrical service to the new service enclosures, all as shown on the Plans, and as specified in these Special Provisions. The Contractor shall provide and install all necessary equipment and material to complete the street lighting systems' installation.

The locations of standards, lighting fixtures, services and appurtenances shown on the Plans are approximate and the exact locations will be established by the Engineer in the field.

All systems shall be complete and in operating condition at the time of acceptance of the Contract.

**86-1.05 Warranties, Guaranties and Instruction Sheets.** Add the following:

Guaranty for all Work, materials and labor shall be valid for a period of one year from the date of acceptance of the Work.

Full compensation for furnishing the guaranty will be considered as included in the Contract Unit Price for the items of work involved and no additional compensation will be allowed therefore.

**86-1.06 Maintaining Existing and Temporary Electrical Systems.**

Add the following:

Unless permission has been granted by the Engineer, a traffic signal must not be left blacked out, or on flash more than two (2) hours.

All work to be done in connection with modification of traffic signals services shall be performed in such a manner that the signals shall be in continuous operation, except for an approved duration between the hours of 9:00 AM and 3:00 PM on weekdays when a traffic signal may be turned off for necessary work. All signal indications, detectors and control equipment shall be maintained in operation except during shutdown hours as specified above. For permission to shutdown a traffic signal, Contractor shall notify the Engineer at least 72 hours prior to shutdown. If the traffic signal is at the intersection of two Arterial streets, the Contractor shall notify the Engineer at least 7 working days prior to shutdown.

Full compensation for furnishing, installing, maintaining and removing temporary "STOP AHEAD" and "STOP" signs and for covering signs not in use shall be considered as included in the contract each price paid for the connection transfer item involved and no additional compensation will be allowed therefore.

Replace the third paragraph with the following:

The cost for maintaining existing and temporary electrical systems shall be included in the Contract Unit Price for connection transfers.

**86-1.07 Scheduling of Work.** Add the following:

The Contractor shall not begin sub-surface work until approval has been obtained from the Engineer. The Contractor shall be responsible to minimize the time between the sub-surface work and aboveground installations so as to minimize impact to the public. The Contractor's schedule for both sub-surface and aboveground work shall be based on a written estimated pole delivery date.

**86-2 MATERIALS AND INSTALLATION**

**86-2.03 Foundations**

Add the following:

Foundations details are shown in Appendix VII.

**86-2.04 Standards, Steel Pedestals and Posts.**

Add the following:

Street lighting standards and arms are City furnished and details are shown in Appendix VII.

Street lighting standards, equipment and appurtenances, and exact locations for poles, risers, handholes and service cabinets shall conform to the specification and requirements of the Edison Company, the City and the plans and specifications.

On streets where sidewalks are 5 feet or less in width and adjacent to the curb, the street lighting conduit risers into proposed electroliers shall be placed at the back of the sidewalk unless otherwise indicated on the Plans. The Contractor shall coordinate locations with the Project

Engineer.

**86-2.05 Conduit.**

**86-2.05A Material.** Replace the first sentence with the following:

Conduit and fittings shall be of the type and size as shown on the plans.

Conduit shall be installed per Section 306 of these specifications.

**86-2.05B Use.** Delete the second sentence of the second paragraph.

**86-2.05C Installation.** Delete all references to Type 3 conduit. Replace the first sentence of the first paragraph with the following:

Conduit shall be installed in conformance with the codes and regulations listed in Section 86-1.02, "Regulations and Codes" and these Special Provisions.

Replace the first sentence of the first subparagraph of the eighteenth paragraph with the following:

Conduit shall be Schedule 80 PVC.

Replace the fourth subparagraph of the eighteenth paragraph with the following:

The conduit shall be placed in the bottom of the trench and the trench shall be backfilled with commercial quality class 100-E-100 (60-E-0.7 metric) concrete slurry to one inch (1") below either existing pavement thickness to remain or to proposed pavement thickness if applicable. Permanent resurfacing shall match existing unless otherwise approved by the Engineer.

Replace the sixth subparagraph of the eighteenth paragraph with the following:

All excavated areas in the pavement shall be backfilled to existing grade or plated at the end of each work period.

Replace the twentieth paragraph with the following:

Conduits terminating in standards or pedestals shall extend not more than 2 inches vertically above the foundation and shall be sloped towards the handhole opening. Conduit entering through the bottom of a pull box shall terminate 2 inches above the bottom and shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduits shall enter from the direction of the run.

Add the following:

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Add the following subsections:

**86-2.05E Street Light Conduit.** The Contractor shall install Schedule 80 PVC conduits to a depth of 18" below the sidewalk/parkway to 30" below the pavement, including pull ropes or wiring for

street lights as shown on the Plans. Locations shown are approximate only, and the Contractor shall coordinate the proposed locations with the Engineer.

**86-2.06 Pull Boxes.**

**86-2.06A Materials.** Replace the entire subsection with the following:

Pull boxes, covers and extensions for installation in the ground, structures or in sidewalk areas shall be of the sizes and details shown on the Plans and shall be precast of reinforced Portland Cement Concrete (PCC). In case of discrepancy, the following minimum sizes of pull boxes shall be used for the specified purpose:

1. Signal or Lighting Conduits	No. 5
2. Advance loop and interconnect locations	No. 5
3. Adjacent to Signal or Lighting Standards	No. 5
4. Adjacent to Controller Cabinet	No. 6
5. Adjacent to Service Cabinet	No. 5
6. Detector Termination	No. 5
7. With 4, or more, Conduits	No. 6
8. Telephone	No. 5

Plastic pull boxes shall not be used. All pull box lids shall be new and marked "STREET LIGHTING."

All ferrous metal parts shall be galvanized in conformance with the provisions in Section 75-1.05 of the Caltrans Standard Specifications.

**86-2.06C Installation and Use.** Replace the entire subsection with the following:

Pull boxes shall be installed at the locations shown on the Plans. The Contractor may, at the Contractor's expense, install additional pull boxes to facilitate the work.

The bottoms of pull boxes installed in the ground or in sidewalk areas, shall be bedded in crushed rock. Grout in the bottom of pull boxes will not be required.

Where the sump of an existing pull box is disturbed by the Contractor's operations, the sump shall be reconstructed to the satisfaction of the Engineer.

**86-2.07 Conductors.**

**86-2.07A General**

Add the following:

Conductors shall be of size indicated on the plans.

## **86-2.09 Wiring.**

### **86-2.09C Connectors and Terminals.** Add the following:

Conductors #10 AWG or larger shall be spliced by the use of approved "C" shaped compression connectors.

### **86-2.09D Splicing and Terminations.** Add the following:

Conductors #10 AWG or larger shall be spliced by the use of approved "C" shaped compression connectors.

### **86-2.09E Splice Insulation.** Replace the first sentence of the last paragraph with the following:

The Contractor shall use splice insulation "Method B".

### **86-2.11 Service.** Add the following:

Install City furnished Type 3-BF, or Type 3-CF service enclosure as shown on plans.

Install power pole riser, or conduit into an existing vault if applicable as shown, and conductors to the service cabinet as directed by the serving utility.

## **86-6 LIGHTING** Add the following:

Luminaires are City furnished and are made by General Electric with an Induction Lamp.

After luminaires are installed, and the system is fully operational, permission from the Engineer to begin a 7 day test period will be required. For testing, the street lighting system is to be turned on, and remain on for 7 days. The contractor shall check the system daily to ensure all lamps are operational a submit report prior to final acceptance of the system by the City.

## **86-7 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT**

### **86-7.01 Removing Electrical Equipment.** Replace the first paragraph with the following:

Existing electrical equipment shown on the Plans or specified in these Special Provisions to be removed and not reused or salvaged, shall become the property of the Contractor, except the service cabinets to be removed, which shall be salvaged to the CITY and delivered to the CITY Yard as directed by the Engineer.

## **SECTION 313 – DESCRIPTION OF BID ITEMS AND PAYMENT**

### **313-1 Street Light Installed Complete**

Install City Furnished street light pole, luminaire arm, and luminaire on new foundation at locations shown on plans. Contractor to coordinate street light pole and luminaire arm delivery to the job site with Pacific Lighting Sales, Inc. by contacting Wayne Howren at 949-614-0669 seven (7) days prior to required delivery. Contractor to coordinate pickup of luminaires from City Yard by contacting Rich Hall at 310-781-6940 seven (7) days prior to required pickup. Contractor to supply anchor bolts and all appurtenances for street light installation complete.

### **313-1.1 Payment**

Payment for street light installed complete shall be on a per item (each) basis per the Contract Unit Price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing necessary items and installing, the lighting as specified in these Special Provisions and the Plans.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, shall be considered as included in the prices paid for Street Light Installed Complete and no additional compensation will be allowed therefore.

### **313-2 Pull Box (#5/#6) Installed**

Furnish and Install Pull Box (#5/#6) at locations shown on plans and per the Special Provisions. Installation of the pull box to include sidewalk replacement per section 86-2.02 of Caltrans Standard Specifications.

### **313-2.1 Payment**

Payment for pull box (#5/#6) installed shall be on a per item (each) basis per the Contract Unit Price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing necessary items and installing, the pull box as specified in these Special Provisions and the Plans.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, shall be considered as included in the prices paid for Pull Box (#5/#6) Installed and no additional compensation will be allowed therefore.

### **313-3 2" Conduit and Wires**

Furnish and Install 2" conduit and wiring as shown on the Plans and per the Standard Specifications by directional boring method. This item includes conduit from pull box to pull box, pull box to pole, pull box to service enclosure cabinet, and all sweeps, fittings and necessary appurtenances to complete a full street lighting system.

### **313-3.1 Payment**

Payment for conduit and wires shall be on a lump sum (LS) basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing necessary items and installing, the lighting as specified in these Special Provisions and the Plans.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, shall be considered as included in the prices paid and no additional compensation will be allowed therefore.

### **313-4 3" Conduit and Pull Rope**

Furnish and Install 3" conduit and pull rope as shown on the Plans, per the Standard Specifications, and per Southern California Edison requirements by directional boring method. This item includes conduit sweeps, fittings and necessary appurtenances to complete a full street lighting system.

### **313-4.1 Payment**

Payment for conduit and pull rope shall be on a lump sum (LS) basis and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing necessary items and installing, the lighting as specified in these Special Provisions and the Plans.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, shall be considered as included in the prices paid for Install 3" Conduit (Jacked) and Pull Rope and no additional compensation will be allowed therefore.

### **313-5 Type III-BF Service Cabinet Installed**

Install City Furnished Type III-BF Service Cabinet as shown on the Plans and per the Standard Specifications. Contractor to coordinate pickup of City furnished cabinet from City Yard by contacting Rich Hall at 310-781-6940 seven (7) days prior to required pickup. This item includes the installation of the service cabinet foundation and necessary appurtenances to complete a fully operation service enclosure cabinet.

#### **313-5.1 Payment**

Payment for Type III BF Service Cabinet installed shall be on a per item (each) basis per the Contract Unit Price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing necessary items and installing, the service cabinet as specified in these Special Provisions and the Plans.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, shall be considered as included in the prices paid for Type III – BF Service Installed and no additional compensation will be allowed therefore.

### **313-6 Type III-CF Service Cabinet Installed**

Install City Furnished Type III-CF Service Cabinet as shown on the Plans and per the Standard Specifications. Contractor to coordinate pickup of City furnished cabinet from City Yard by contacting Rich Hall at 310-781-6940 seven (7) days prior to required pickup. This item includes the installation of the service cabinet foundation and necessary appurtenances to complete a fully operation service enclosure cabinet.

#### **313-6.1 Payment**

Payment for Type III CF Service Cabinet installed shall be on a per item (each) basis per the Contract Unit Price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing necessary items and installing, the service cabinet as specified in these Special Provisions and the Plans.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, shall be considered as included in the prices paid for Type III – CF Service Cabinet Installed and no additional compensation will be allowed therefore.

### **313-7 Electrical Service Transfer**

Coordinate with Southern California Edison (SCE) the Electrical Service Transfer from the existing service point to the proposed service point as shown on the Plans and specified in the Special Provisions. This item includes the installation of all necessary appurtenances to comply with SCE requirements and all coordination and payments for the transfers of electrical power and/or meters to the new service cabinets. The City will provide the Contractor an SCE contact and necessary information to complete the transfers.

#### **313-7.1 Payment**

Payment for Electrical Service Transfer shall be on a per item (each) basis per the Contract Unit Price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing necessary items and transferring the Electrical Service as specified in these Special Provisions and the Plans.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, shall be considered as included in the prices paid for Electrical Service Transfer and no additional compensation will be allowed therefore.

### **313-8 Relocate Existing Equipment**

Remove and Relocate existing wireless transmitter as shown on the Plans and per the Standard Specifications. This item includes the removal of the existing wireless transmitter from the luminaire arm of an existing street light and relocating it to a proposed street light luminaire arm.

#### **313-8.1 Payment**

Payment for removal and relocation of the existing equipment shall be incidental and inclusive of other items bid with no additional compensation.

### **313-9 Remove and Salvage Existing Service Cabinet**

Remove and Salvage Existing Type III-BF Service Cabinet as shown on the Plans and per the Standard Specifications. This item includes the removal of the existing service cabinet, including the foundation and conduits. Salvaged service cabinet shall be delivered to the City Yard as specified in the Standard Specifications.

#### **313-9.1 Payment**

Payment for removal and salvage of the existing Service Cabinet shall be on a per item (each) basis per the Contract Unit Price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing necessary items and removing the service cabinet as specified in these Special Provisions and the Plans.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, shall be considered as included in the prices paid for Remove and Salvage Ex. Service Cabinet and no additional compensation will be allowed therefore.

**APPENDIX I**

**CITY OF TORRANCE PERMIT 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: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Excavation permits will not be issued without  
USA I.D. Number.**

Underground Service Alert  
Call: 811

USA I.D. # \_\_\_\_\_

Date Received: \_\_\_\_\_

**CONTRACTOR INFORMATION**



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

State License #: \_\_\_\_\_

Class: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

City Business #: \_\_\_\_\_

**CONTRACTOR: Certificate of Insurance  
REQUIRED prior to issuance of permit.**

**JOB LOCATION/ADDRESS (closest street address)**



Please list cross streets: \_\_\_\_\_

\_\_\_\_\_

**DESCRIPTION OF WORK**



\_\_\_\_\_

\_\_\_\_\_

LF Trench \_\_\_\_\_ Width of Trench \_\_\_\_\_ LF Curb & Gutter \_\_\_\_\_

LF Bore \_\_\_\_\_ Sewer Connection \_\_\_\_\_ Number of Curb Drains \_\_\_\_\_

SF Asphalt \_\_\_\_\_ SF Concrete \_\_\_\_\_

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 License Requirements

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

## Standard Requirements

- 1) **SCHEDULE INSPECTIONS 24 HOURS IN ADVANCE** (pre-job, work start, interim, final). Call 310-618-5898 between working hours of 7:30 AM – 5:30 PM. **Pre-job meetings for WATER permits shall be scheduled 72 hours in advance.**
- 2) **TRAFFIC CONTROL** shall be per City of Torrance standards or Manual on Uniform Traffic Control Devices (MUTCD). Street closure 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) Do not remove any trees or shrubs without approval of Torrance Public Works Department/Streetscape (310-781-6900).
- 4) **Contractor will be billed for overtime inspection services.** OVERTIME REQUESTS must be submitted for approval 24 hours in advance.
- 5) Construction site **CLEANUP** and **GRAFFITI (USA MARKINGS)** removal must be completed prior to finaling of this permit. Any graffiti on construction signs must be removed or the sign replaced within 24 hours of notification.
- 6) 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/Traffic Division (310-781-6900).
- 7) **THIS PERMIT WILL BE REVOKED** if any pollutant is released into or allowed to remain in any component of the City drainage system.
- 8) Trench backfill and pavement repairs shall be per City of Torrance Standard T116.
- 9) Any public irrigation system components damaged by this construction shall be replaced to the satisfaction of Community Services/Park Services Division (310-618-2930).
- 10) 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.
- 11) It is the responsibility of the contractor to **REPLACE** any **PAVEMENT** removed by this construction.
- 12) 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 OR BE DETRIMENTAL TO LIFE OR PROPERTY.**
- 13) See additional conditions attached to this permit.

**Please call the Business License Office at 310-618-6923 for fee amounts. Payment must be submitted with your application.**

**FOR OFFICIAL USE ONLY**

1. LICENSE NO. \_\_\_\_\_ 2. CATEGORY NO. \_\_\_\_\_  
 HOME OCCUPATION HEALTH PERMIT SIC 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 \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 4. CORPORATE NAME IF DIFFERENT FROM ABOVE \_\_\_\_\_  
 5. BUSINESS ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 6. MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 7. NATURE OF BUSINESS (INDUSTRY OR SERVICE BEING PROVIDED AT THIS LOCATION) \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_  
 8. NAME OF PERSON MAKING APPLICATION (include in case, partner or copartner check) \_\_\_\_\_ TITLE \_\_\_\_\_ HOME PHONE \_\_\_\_\_  
 9. RESIDENCE ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ 10. DRIVER'S LICENSE NO. \_\_\_\_\_ 11. STATE SALES TAX NO. \_\_\_\_\_  
 12. SOCIAL SECURITY NO. \_\_\_\_\_ 13. PERM NO. \_\_\_\_\_ 14. BUSINESS LICENSE NO. \_\_\_\_\_ 15. STATE SALES TAX NO. \_\_\_\_\_  
 16. STATE CONTRACTOR LICENSE NO. \_\_\_\_\_ 17. SQUARE FOOTAGE \_\_\_\_\_ 18. PERM NO. \_\_\_\_\_ 19. SALES TAX NO. \_\_\_\_\_  
 20. OWNER INFORMATION  
 PARTNERSHIP  CORPORATION  SOLE OWNERSHIP  
 NAME OF OWNER 1 PARTNER OR PRINCIPAL OFFICERS \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_ HOME PHONE \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 I declare that I am the owner, partner, corporate officer or person with the power of attorney, and I understand that the information provided above is not true if the business license being applied for may be revoked as outlined in sections 31.9-10 of the Torrance Municipal Code.  
 I am duly authorized to make this application and all of the information provided in this application is true and correct. The business will not produce any goods or products 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**

APPLICANT'S SIGNATURE \_\_\_\_\_ FILED BY \_\_\_\_\_ OTHER \_\_\_\_\_  
 YES  NO   
 OTHER (enter): \_\_\_\_\_  
 FEE TYPE \_\_\_\_\_  
 YES  NO   
 DATE \_\_\_\_\_ FEE TYPE \_\_\_\_\_  
 CHECK NO. \_\_\_\_\_ BANK NO. \_\_\_\_\_ BANK ACCOUNT \_\_\_\_\_  
 TOTAL AMOUNT \$ \_\_\_\_\_

**APPENDIX II**  
**CITY OF TORRANCE STANDARD PLANS**

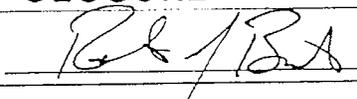
TT/T1004

DATE ISSUED  
19 FEB 2008

CITY OF TORRANCE - WORK AREA TRAFFIC CONTROL

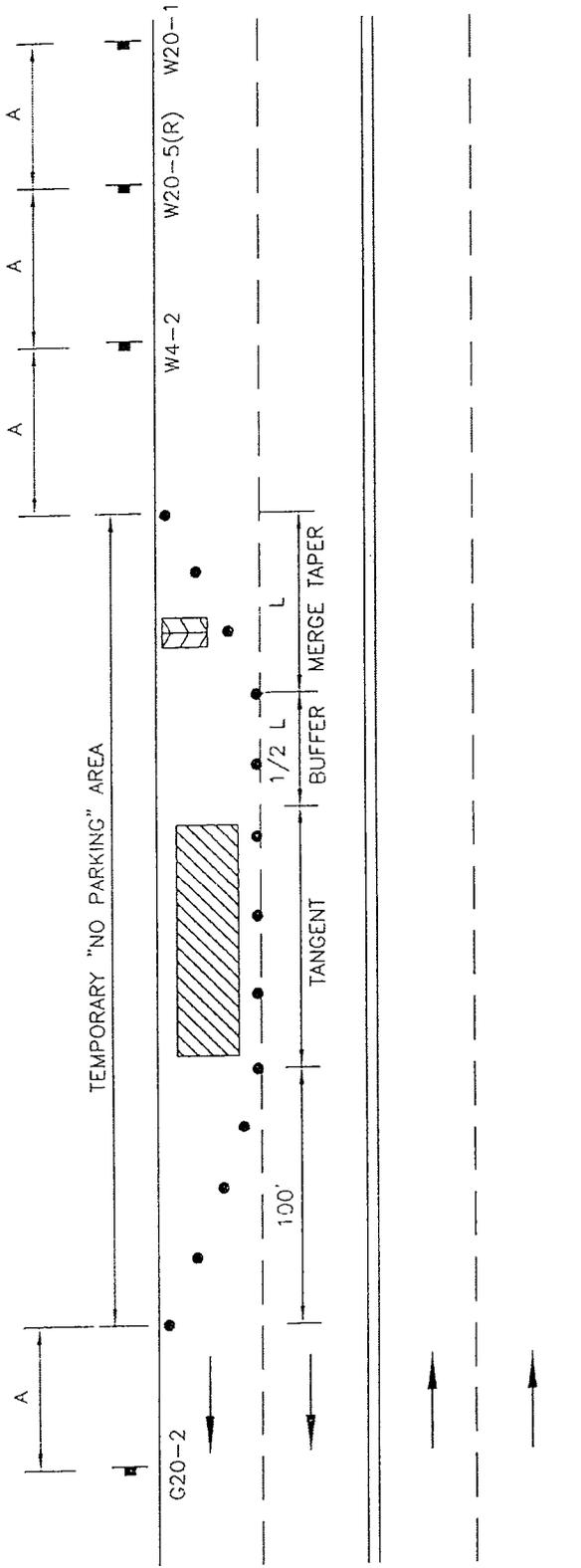
ARTERIAL & COLLECTOR  
RIGHT LANE CLOSURE

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



STANDARD NO.  
**T1004**

SHEET 1 OF 1

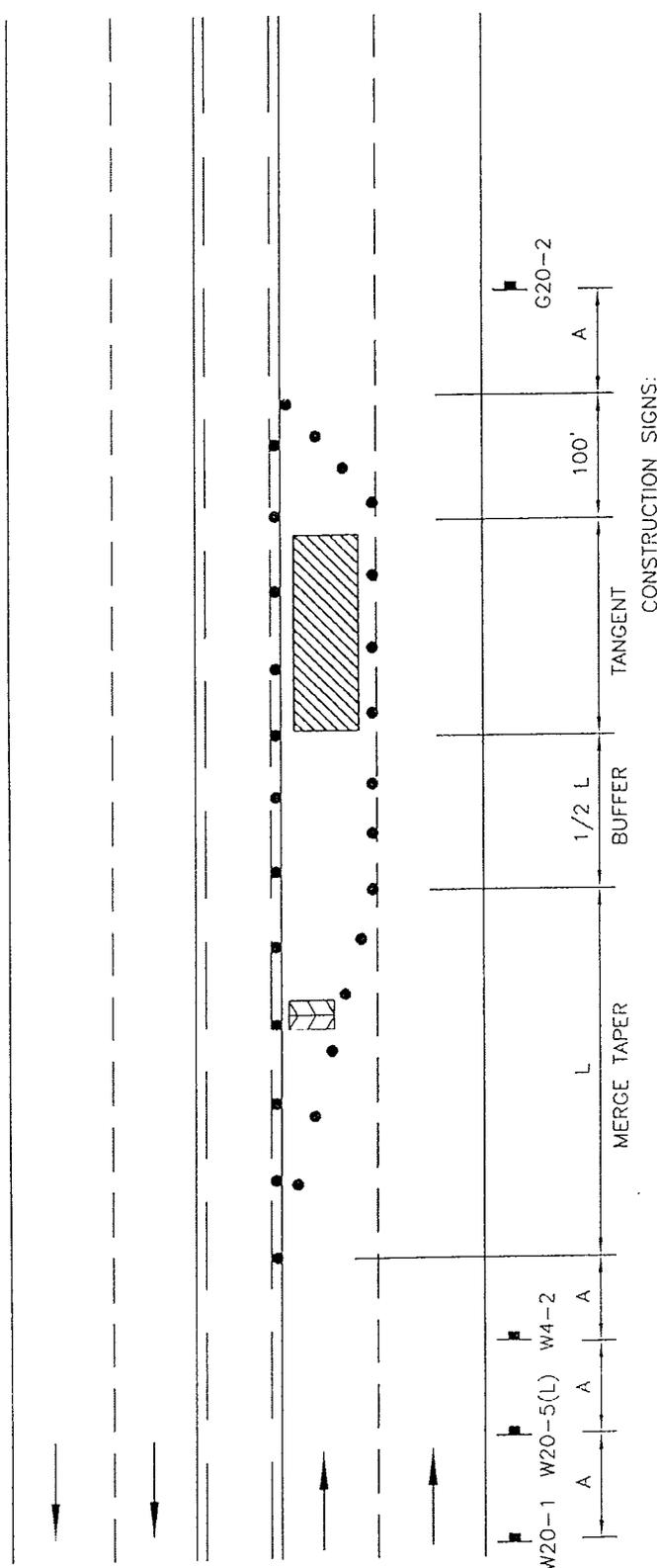


CONSTRUCTION SIGNS:

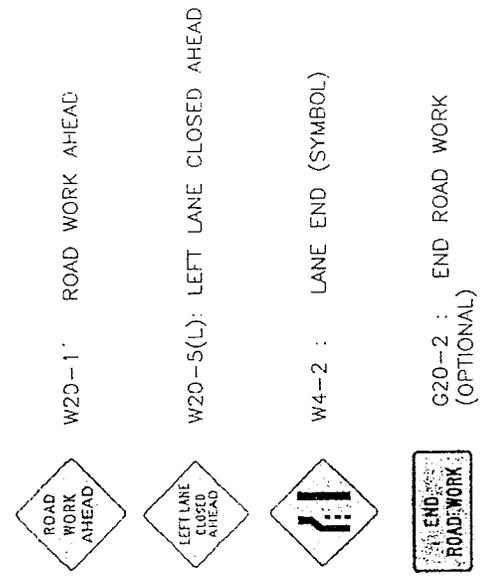
 W20-1 ROAD WORK AHEAD  
 W20-5(R): RIGHT LANE CLOSED AHEAD  
 W4-2 : LANE END (SYMBOL)  
 G20-2 : END ROAD WORK (OPTIONAL)

DESIGN SPEED	MINIMUM RECOMMENDED DELINEATOR AND SIGN PLACEMENT		DISTANCE BETWEEN SIGNS (A)	BUFFER LENGTH (1/2 L)
	MERGE TAPER LENGTH (L)	DELINEATOR SPACING (TANGENT)		
30 MPH	180 FT.	30 FT.	100 FT.	90 FT.
35 MPH	245 FT.	35 FT.	100 FT.	125 FT.
40 MPH	320 FT.	40 FT.	100 FT.	150 FT.
45 MPH	540 FT.	45 FT.	350 FT.	270 FT.
50 MPH	600 FT.	50 FT.	350 FT.	300 FT.

- LEGEND:
-  TRAFFIC DRUM OR 36" POST TUBE
  -  WORK AREA
  -  SIGN WITH FLAG TREE
  -  FLASHING LEFT ARROW
  -  WORK AREA
  -  TRAFFIC DIRECTION

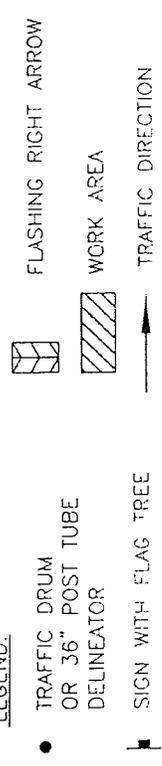


CONSTRUCTION SIGNS:



DESIGN SPEED	MINIMUM RECOMMENDED DELINEATOR AND SIGN PLACEMENT		DISTANCE BETWEEN SIGNS (A)	BUFFER LENGTH (1/2 L)
	MERGE TAPER LENGTH (L)	DELINEATOR SPACING		
30 MPH	180 FT.	(TAPER) 30 FT. (TANGENT) 60 FT.	100 FT.	90 FT.
35 MPH	245 FT.	(TAPER) 35 FT. (TANGENT) 70 FT.	100 FT.	125 FT.
40 MPH	320 FT.	(TAPER) 40 FT. (TANGENT) 80 FT.	100 FT.	160 FT.
45 MPH	540 FT.	(TAPER) 45 FT. (TANGENT) 90 FT.	350 FT.	270 FT.
50 MPH	600 FT.	(TAPER) 50 FT. (TANGENT) 100 FT.	350 FT.	300 FT.

LEGEND:



CITY OF TORRANCE - WORK AREA TRAFFIC CONTROL

DATE ISSUED  
19 FEB 2008

ARTERIAL & COLLECTOR  
LEFT LANE CLOSURE

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

STANDARD NO.  
**T1005**

SHEET 1 OF 1

TT/T1005

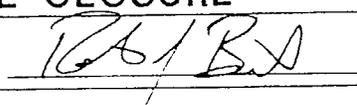
TT/T1006

DATE ISSUED  
19 FEB 2008

CITY OF TORRANCE - WORK AREA TRAFFIC CONTROL

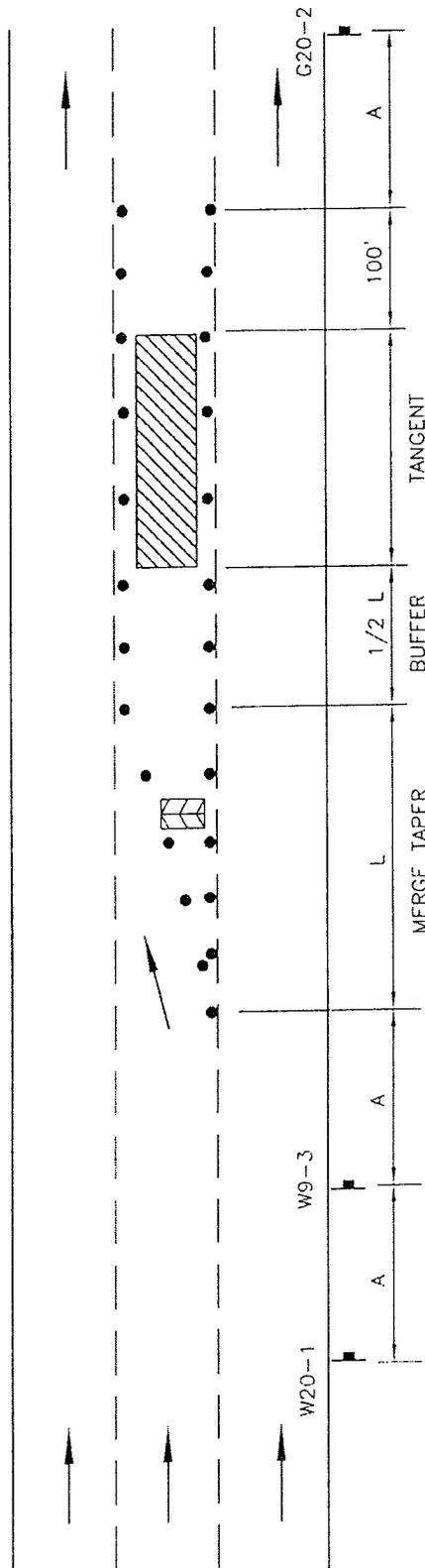
ARTERIAL & COLLECTOR  
CENTER LANE CLOSURE

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



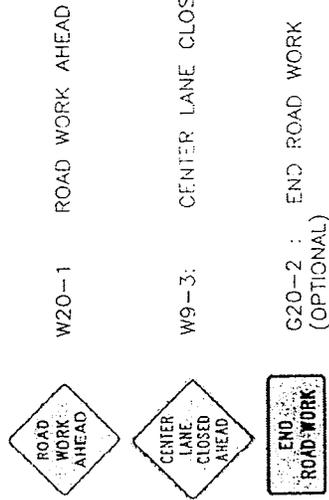
STANDARD NO.  
**T1006**

SHEET 1 OF 1



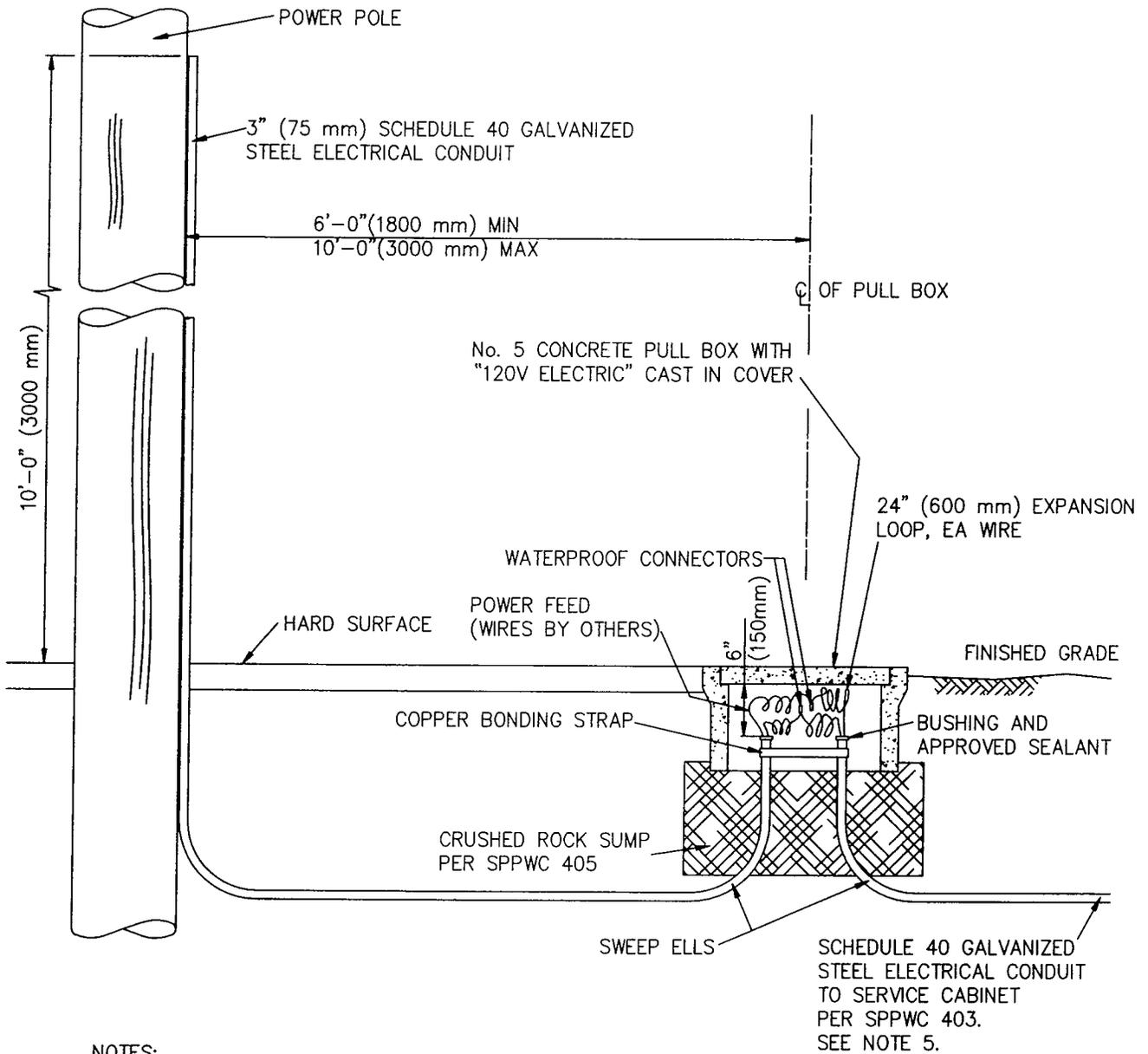
DESIGN SPEED	MINIMUM RECOMMENDED DELINEATOR AND SIGN PLACEMENT		DISTANCE BETWEEN SIGNS (A)	BUFFER LENGTH (1/2 L)
	MERGE TAPER LENGTH (L)	DELINEATOR SPACING (TANGENT)		
30 MPH	180 FT.	30 FT.	100 FT.	90 FT.
35 MPH	245 FT.	35 FT.	100 FT.	125 FT.
40 MPH	320 FT.	40 FT.	100 FT.	160 FT.
45 MPH	540 FT.	45 FT.	350 FT.	270 FT.
50 MPH	600 FT.	50 FT.	350 FT.	300 FT.

CONSTRUCTION SIGNS:



- LEGEND:
- TRAFFIC DRUM OR 36" POST TUBE DELINEATOR
  - SIGN WITH FLAG TREE
  - ▨ FLASHING LEFT ARROW
  - ▨ WORK AREA
  - TRAFFIC DIRECTION

**APPENDIX III  
APWA STANDARD PLANS**



**NOTES:**

1. AREA AROUND BOX MAY BE PLANTED, HARD SURFACE, OR A COMBINATION OF BOTH.
2. TOP OF BOX:  
 AT GRADE FOR HARD SURFACE  
 1/2" (12 mm) ABOVE GRADE FOR LAWN  
 1" (25 mm) ABOVE GRADE FOR GROUND COVER OR SHRUBS
3. CRUSHED ROCK SHALL COVER ELECTRICAL BOX SIDE OPENINGS TO PREVENT SOIL ENTRY.
4. WATERPROOF CONNECTORS SHALL BE SUBJECT TO ENGINEER'S APPROVAL.
5. IF PLASTIC CONDUIT IS ALLOWED FROM PULL BOX TO SERVICE CABINET, INSTALL 5/8" x 9' (16 x 2700 mm) COPPER GROUND ROD IN PULL BOX.

UNDERGROUND SERVICE

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
 PUBLIC WORKS STANDARDS INC.  
 GREENBOOK COMMITTEE  
 2005  
 REV. 2009

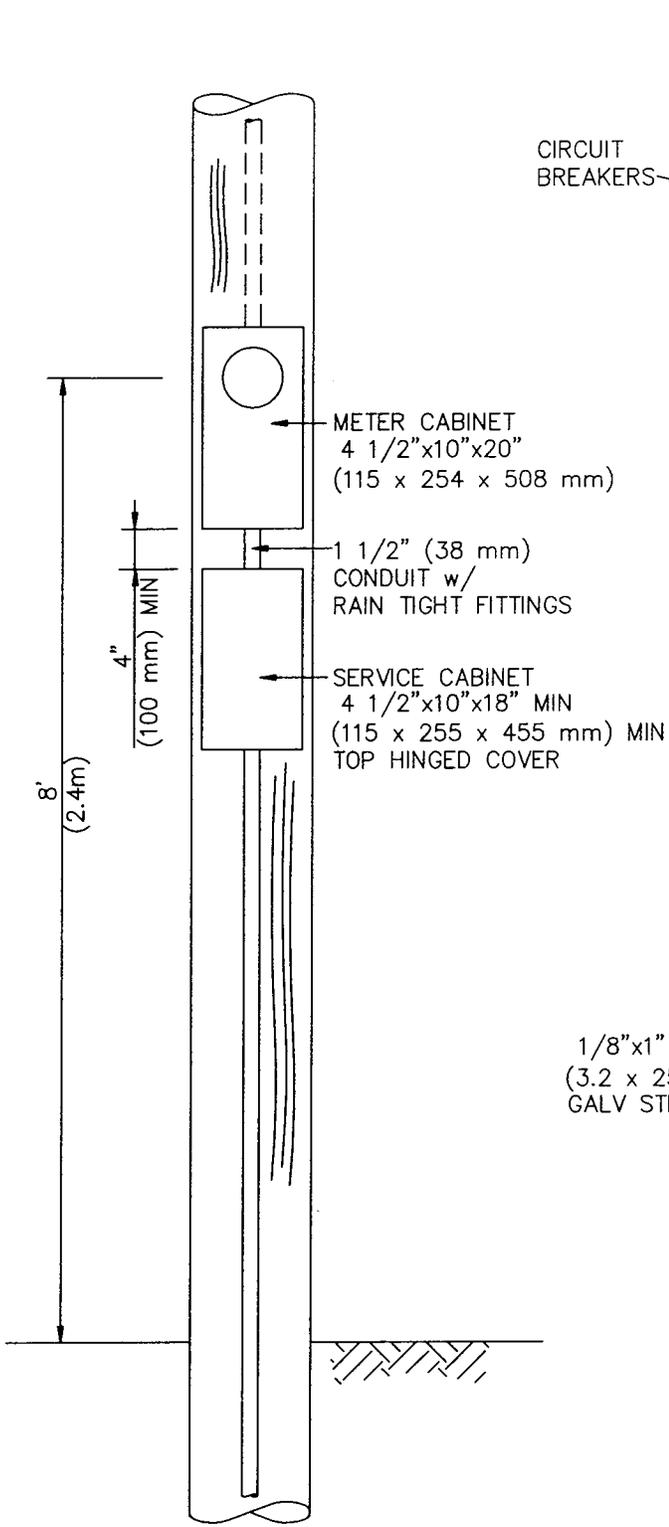
**ELECTRICAL SERVICE**

STANDARD PLAN

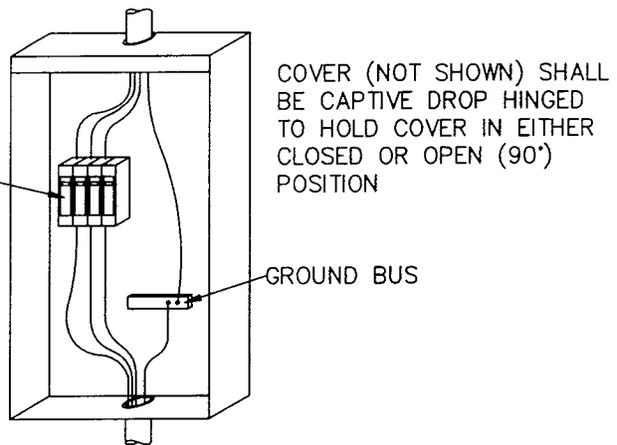
**401-1**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

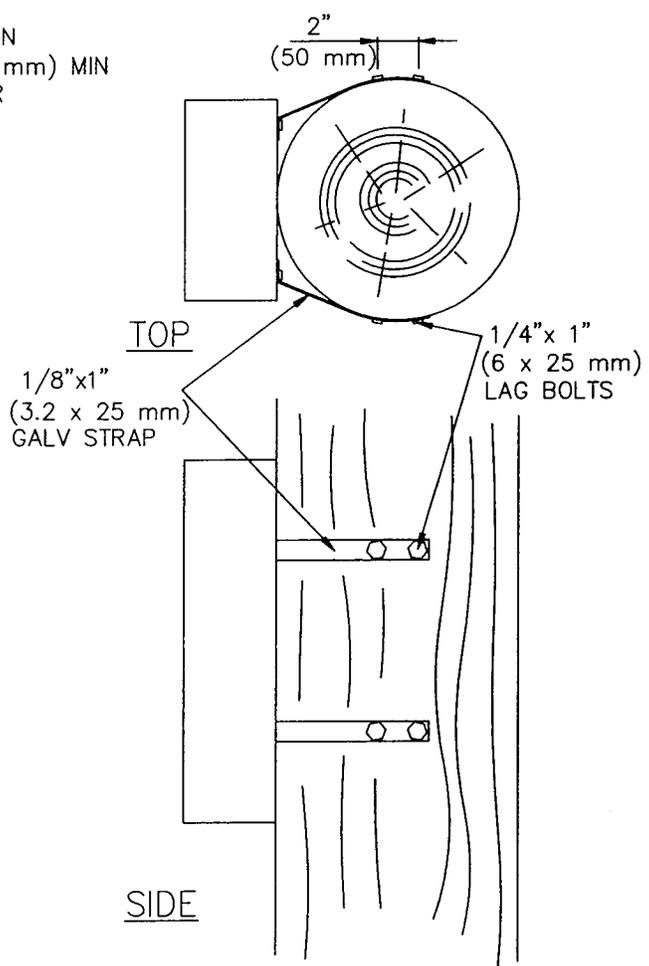
SHEET 1 OF 2



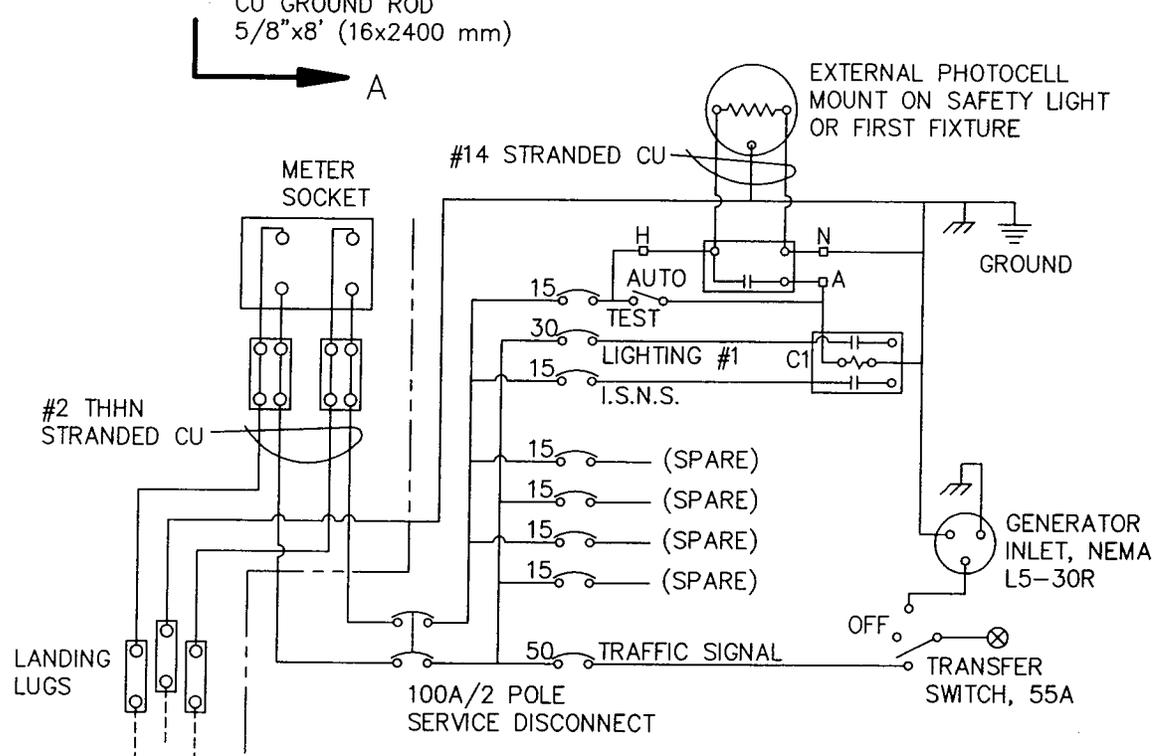
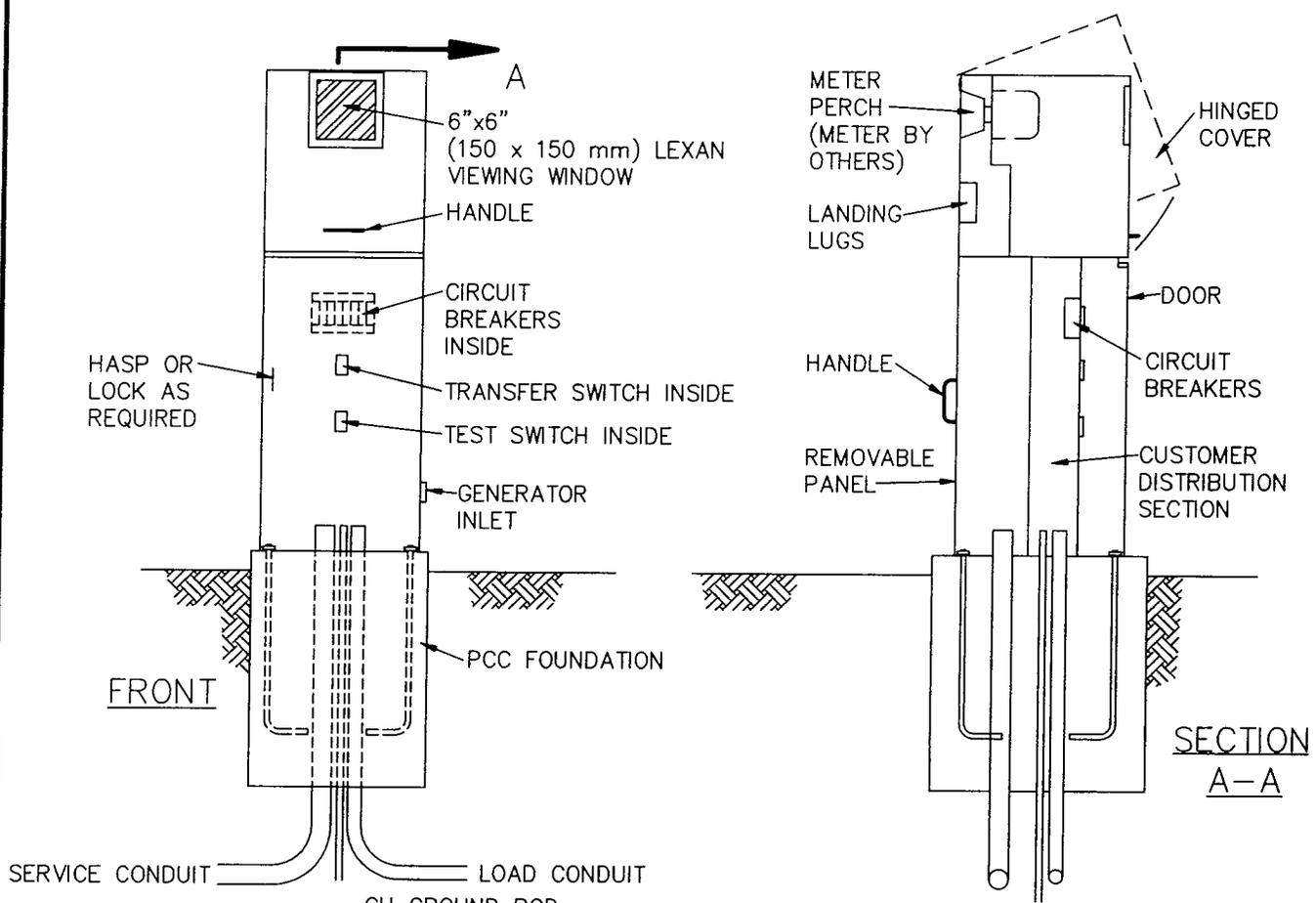
OVERHEAD SERVICE



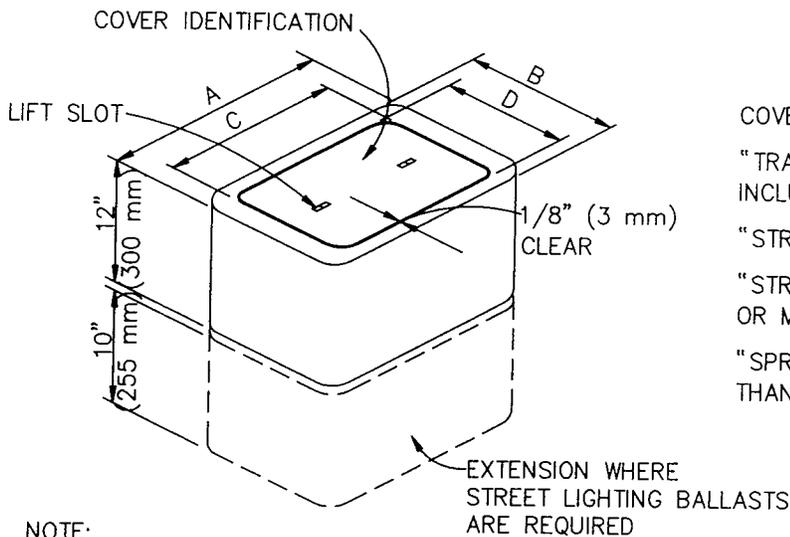
SERVICE CABINET  
DETAIL



CABINET MOUNTING



**TYPE 3**  
SEE TYPE 1 FOR NOTES AND DIMENSIONS



COVER IDENTIFICATION:

"TRAFFIC SIGNAL" - TRAFFIC SIGNAL CIRCUITS, INCLUDING THOSE WITH STREET OR SIGN LIGHTING.

"STREET LIGHTING" - CIRCUITS LESS THAN 600V.

"STREET LIGHTING-HIGH VOLTAGE" - 600V OR MORE.

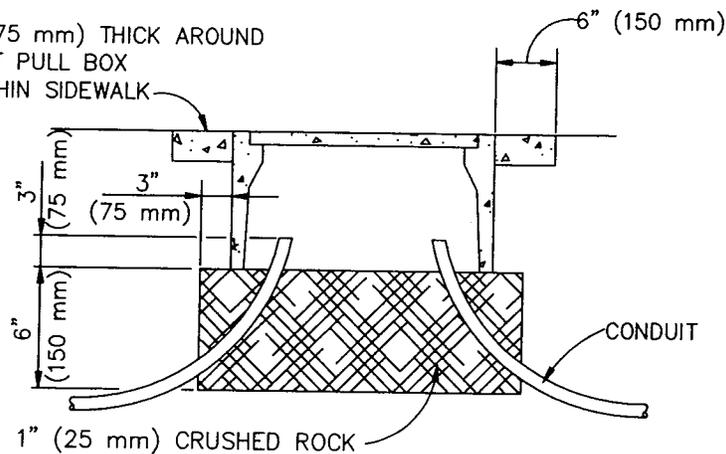
"SPRINKLER CONTROL" - CIRCUITS LESS THAN 50V.

NOTE:

BOXES SHALL BE PCC AND COVERS SHALL BE NON-BOLTDOWN TYPE UNLESS OTHERWISE NOTED.

PULL BOX NO.	TYPE	DIMENSIONS (mm)			
		OUTSIDE		COVER	
		A	B	C	D
3 1/2	PCC	19" (485)	13" (330)	15" (380)	10" (255)
5	PCC	25" (635)	15" (380)	21 3/4" (550)	11 3/4" (300)
6	PCC	34" (865)	22" (560)	29 3/4" (755)	17 3/4" (450)
3 1/2	PLASTIC	16 3/8" (415)	11" (280)	15 3/8" (390)	10" (255)
5	PLASTIC	24" (610)	14 11/16" (375)	23" (584)	13 11/16" (350)
6	PLASTIC	31 1/2" (800)	18 5/8" (475)	30 1/2" (775)	17 3/4" (450)

PCC APRON, 3" (75 mm) THICK AROUND PULL BOX. OMIT IF PULL BOX CONSTRUCTED WITHIN SIDEWALK



STREET LIGHT PULL BOX INSTALLATION

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
2005  
REV. 2009

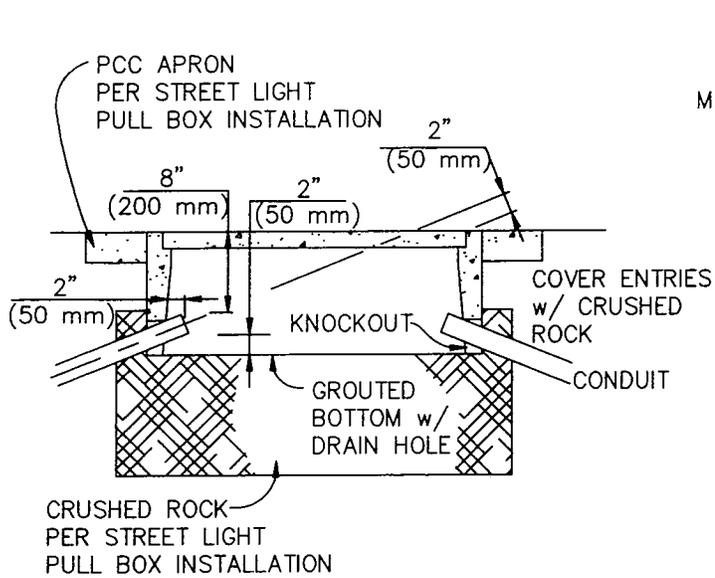
**PULL BOXES**

STANDARD PLAN

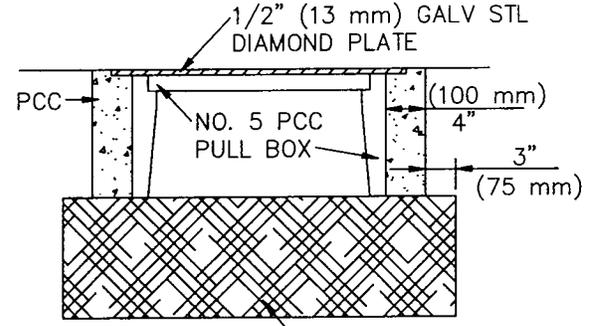
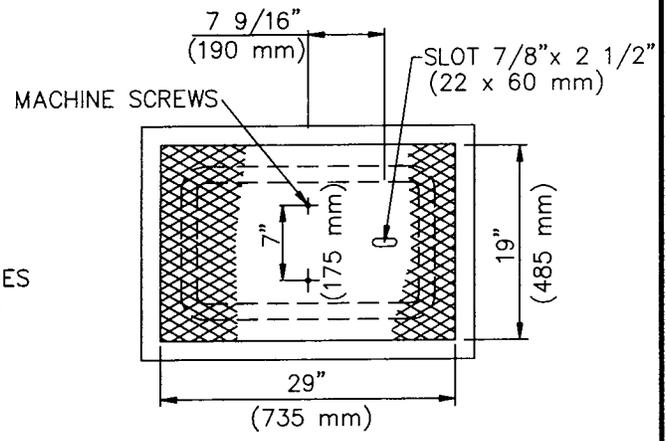
**405-1**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 2

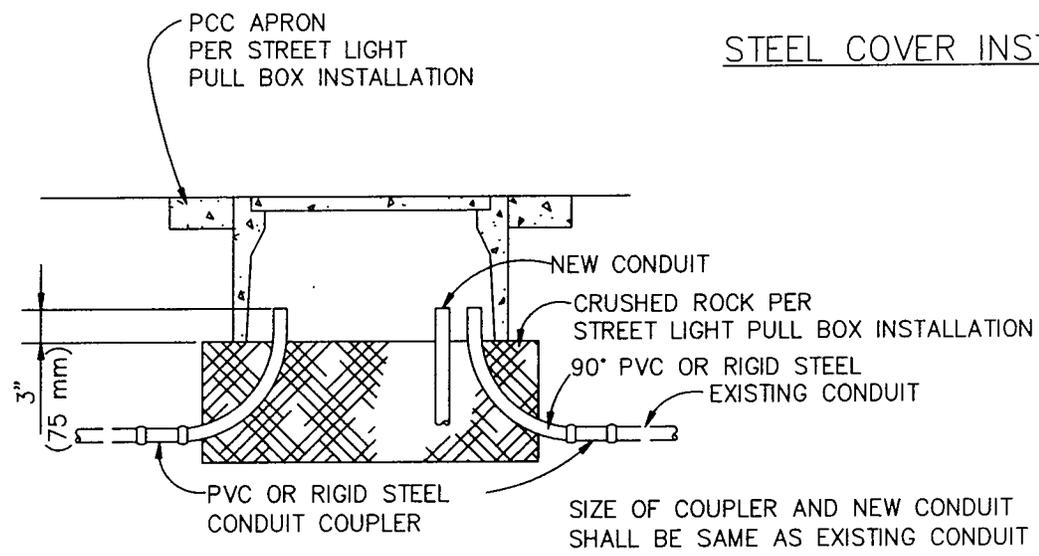


TRAFFIC SIGNAL  
PULL BOX INSTALLATION

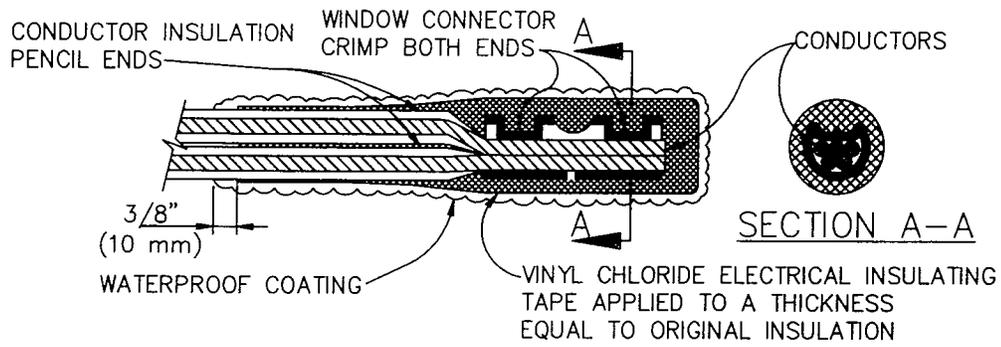


ATTACH STL PLATE TO PCC COVER WITH 2 BRASS MACHINE SCREWS, 1/4" (6 mm) 20 NC-2 FLAT HEAD, IN 1 1/4" (32 mm) HOLES w/ EXPANSION SHIELDS

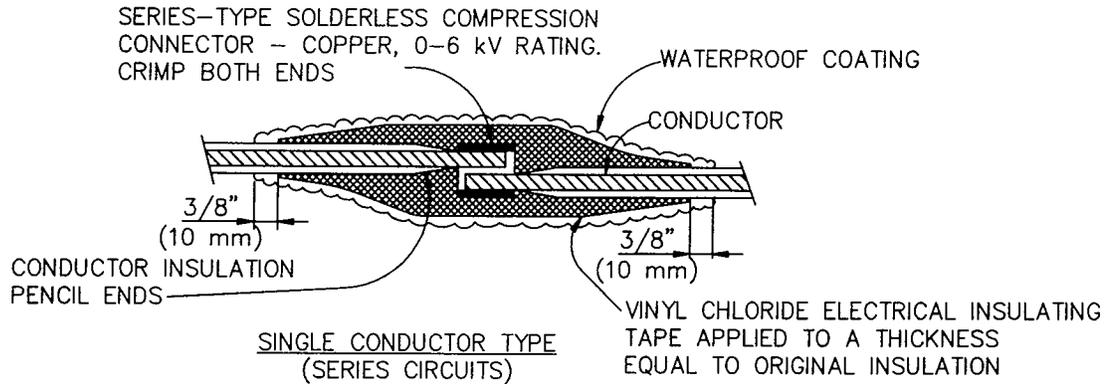
STEEL COVER INSTALLATION



STREET LIGHT CONDUIT INTERCEPT



MULTIPLE CONDUCTOR TYPE  
(MULTIPLE CIRCUITS)

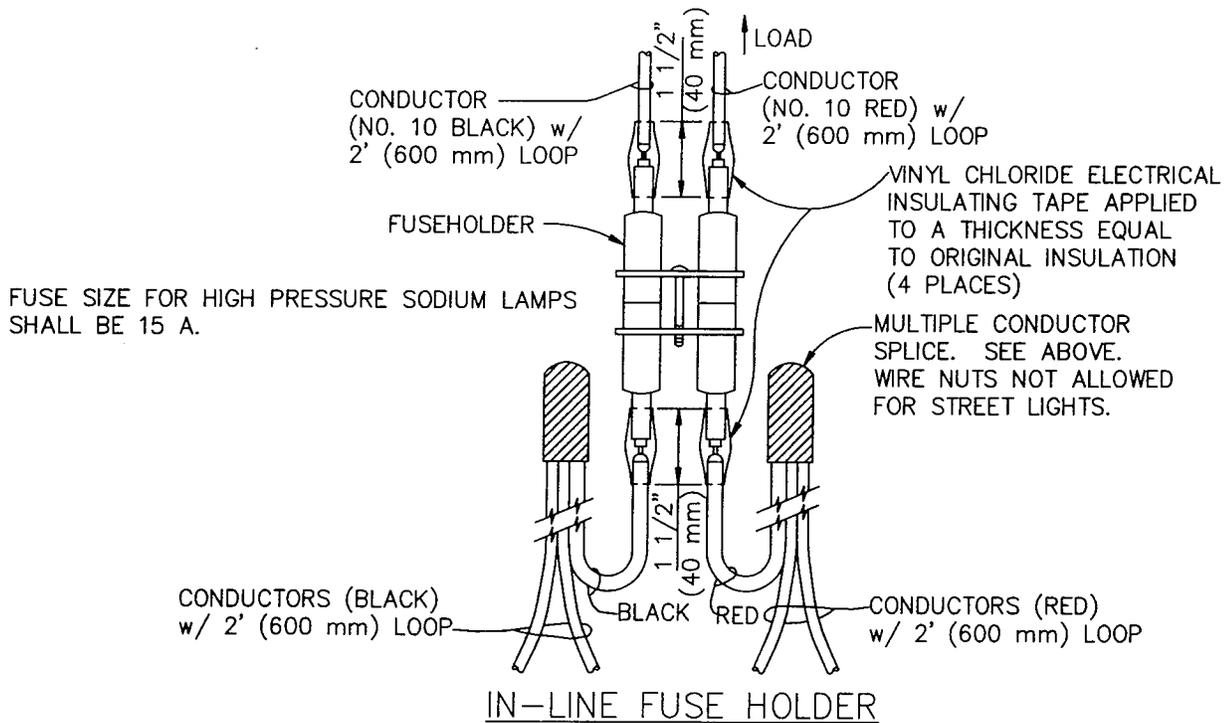


SINGLE CONDUCTOR TYPE  
(SERIES CIRCUITS)

STREET LIGHTING WINDOW SPLICE CONNECTORS

NOTES:

1. WATERPROOF COATING SHALL BE SUBJECT TO ENGINEER'S APPROVAL.
2. WIRE NUTS SHALL NOT BE USED FOR STREET LIGHTING SPLICES.



FUSE SIZE FOR HIGH PRESSURE SODIUM LAMPS SHALL BE 15 A.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
2005  
REV. 2009

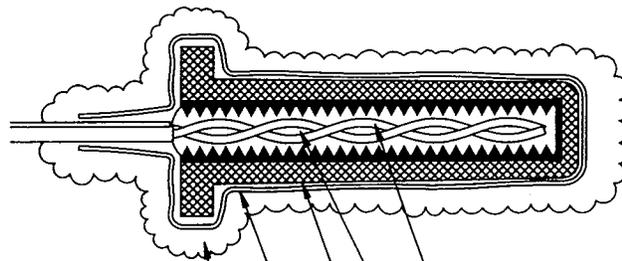
**WRING SERVICE DETAILS**

STANDARD PLAN

**408-1**

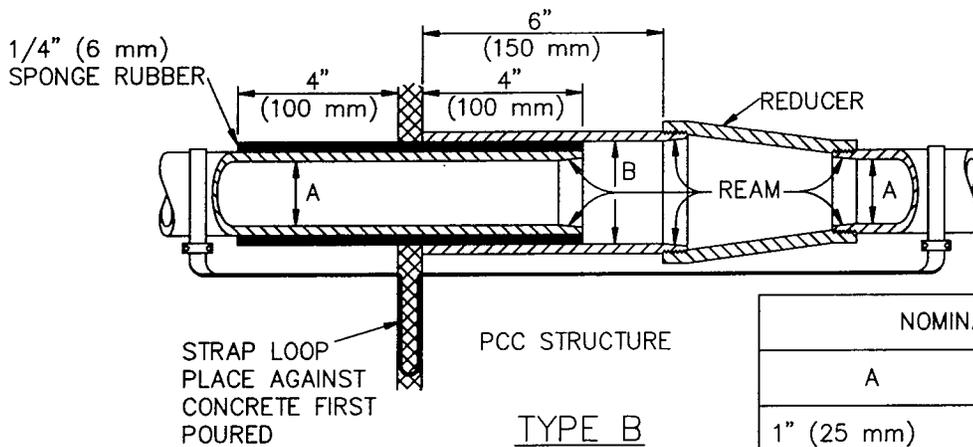
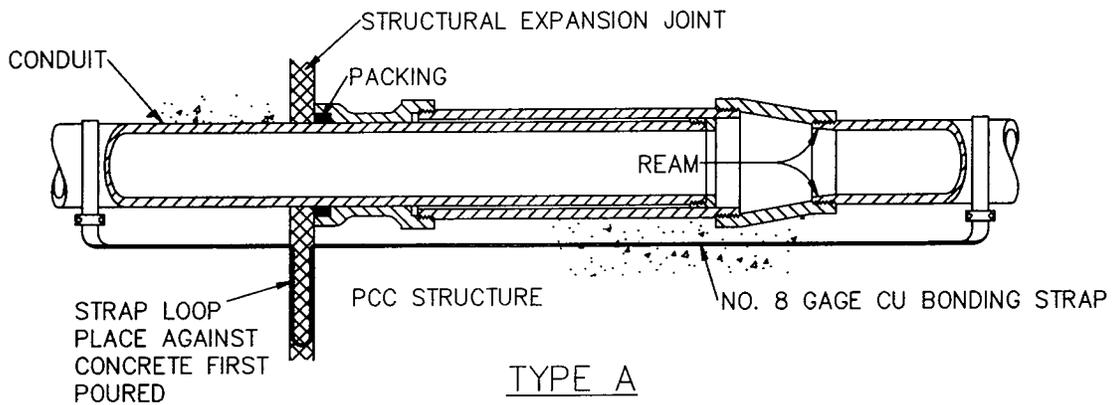
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 2



- CONDUCTORS - 5 TWISTS, MIN
- SOLDER
- WIRE NUT
- VINYL CHLORIDE ELECTRICAL INSULATING TAPE
- WATERPROOF COATING

TRAFFIC SIGNAL CONDUCTOR SPLICE



NOMINAL SIZES	
A	B
1" (25 mm)	2" (50 mm)
1 1/2" (40 mm)	2 1/2" (65 mm)
2 1/2" (65 mm)	3 1/2" (90 mm)

CONDUIT EXPANSION ASSEMBLY

**APPENDIX IV**

**CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**

## CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

Project Type:      Roadway and/or Bridge/Structure                      Water/Sewer  
                          Traffic Signal/Street Lighting                                      Other \_\_\_\_\_

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

City Contract No. \_\_\_\_\_

Project Location: \_\_\_\_\_

Thomas Guide Page/Grid No(s): \_\_\_\_\_

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

Contractor Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

Project Duration: From: \_\_\_\_\_ To: \_\_\_\_\_

Demolition and Recycling Cost: \$ \_\_\_\_\_

Type(s) of Debris Generated	Total Quantity Generated (tons, c.y. or units)	Reuse /Recycling		Disposal	
		Total Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Total Quantity (tons, c.y. or units)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
<b>Total</b>					

Notes:

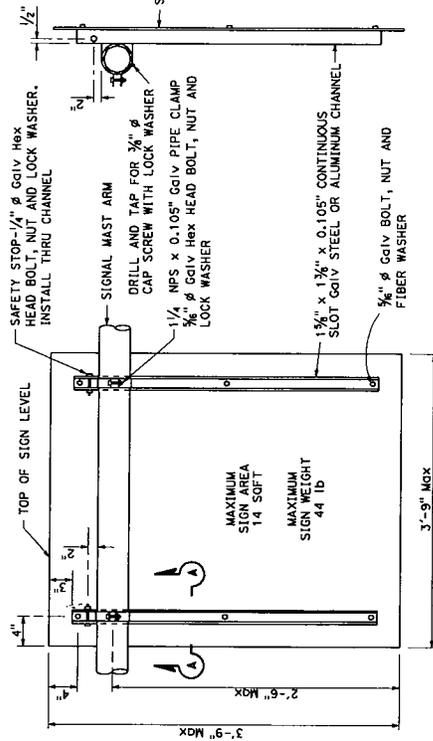
- Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.
- If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

Prepared by \_\_\_\_\_ Signature \_\_\_\_\_ Phone #: \_\_\_\_\_

**APPENDIX V  
CALTRANS STANDARD PLANS**



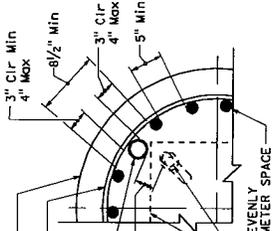
COUNTY ROUTE DISTRICT SHEET TOTAL PROJECT NO. SHEETS  
 MAY 20, 2011  
 REGISTERED CIVIL ENGINEER  
 PROFESSIONAL ENGINEER  
 CIVIL  
 STATE OF CALIFORNIA  
 LICENSE NO. 45812  
 REGISTERED PROFESSIONAL ENGINEER  
 CIVIL  
 STATE OF CALIFORNIA  
 LICENSE NO. 45812  
 FOR THE USE OF THE CONTRACTOR IN THE CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL VERIFY THE ACCURACY OF THE DIMENSIONS AND THE COMPLETENESS OF THE DETAILS SHOWN ON THIS PLAN SHEET.



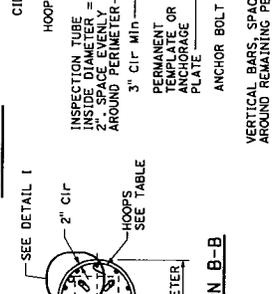
REAR VIEW

SIDE VIEW

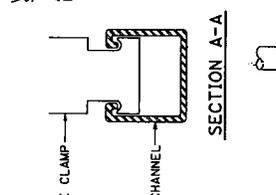
**SIGN MOUNTING DETAILS**  
DETAIL U



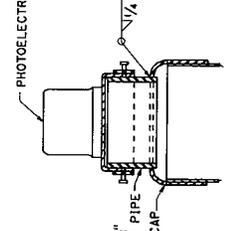
INSPECTION TUBE PLACEMENT  
DETAIL I



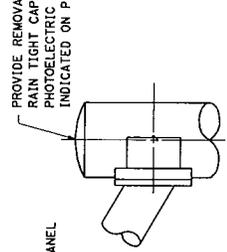
SECTION B-B  
ELEVATION



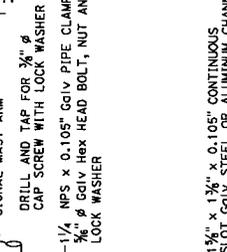
SECTION A-A  
ELEVATION



STANDARD TOP  
DETAIL B-1



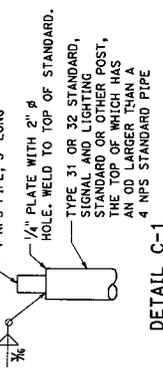
MOUNTING ADAPTER FOR PHOTOELECTRIC UNIT  
DETAIL B-2



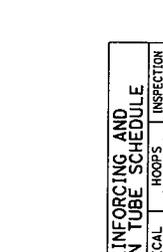
ALTERNATIVE MOUNTING ADAPTER  
DETAIL B-3

**POLE TOP DETAILS**  
DETAIL B

**DUAL PHOTOELECTRIC UNIT MOUNTING DETAIL**  
DETAIL C



DETAIL C-1

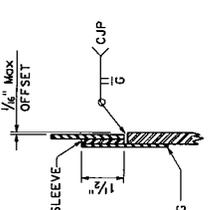


DETAIL C-2

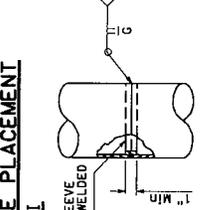
**CIDH REINFORCING AND INSPECTION TUBE SCHEDULE**

CIDH DIAMETER	VERTICAL BARS (WELDED)	INSPECTION TUBE
2 FT	8-#5	#4 AT 6
2.5 FT	10-#6	#4 AT 6
3 FT	12-#7	#5 AT 6
3.5 FT	14-#8	#5 AT 6
4 FT	18-#9	2-#4 AT 7
5 FT	22-#10	2-#5 AT 7
6 FT	26-#11	2-#6 AT 7

\* FOR SLIP BASE VERSIONS WITH 3 ANCHOR BOLTS USE 3 INSPECTION TUBES.



DETAIL T-1



DETAIL T-2

**CAST-IN-DRILLED HOLE PILE FOUNDATION, REINFORCED PILE**  
DETAIL A

**POLE SPLICES**  
DETAIL I

**AT TUBE THICKNESS CHANGE**  
DETAIL T-2

**FOR UNIFORM TUBE THICKNESS**  
DETAIL T-1

**POLE SPLICES**  
DETAIL I

**AT TUBE THICKNESS CHANGE**  
DETAIL T-2

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS**  
**(SIGNAL AND LIGHTING STANDARD,**  
**DETAIL No. 2)**  
 NO SCALE

**APPENDIX VI  
MANUFACTURER'S DRAWING**



# Contemporary Series 1C1 - Octagonal Pole - Base Plate



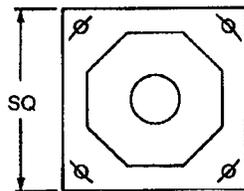
6" TOP O.D.



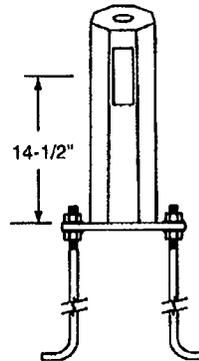
## BASE PLATE STYLE - INFORMATION

CATALOG NUMBER	POLE HEIGHT "A"	BASE O.D.	ANCHOR BOLT	BOLT CIRCLE	BASE PLATE (SQ)	ULTIMATE G.L. MOMENT (FT. LBS.)	WEIGHT (LBS.)	MAXIMUM EPA/MPH (SQ FT)*		
								80	90	100
1C1-16	16'-3"	7-3/4"	1" x 36" x 4	12-1/2"	12"	17,000	560	14.0	10.0	7.5
1C1-17	17'-9"	7-7/8"	1" x 36" x 4	12-1/2"	12"	18,400	630	14.0	10.0	7.5
1C1-19	19'-6"	8"	1" x 36" x 4	12-1/2"	12"	20,000	720	13.0	9.0	7.0
1C1-20	20'-9"	8-1/4"	1" x 36" x 4	12-1/2"	12"	21,200	800	13.0	9.0	7.0
1C1-23	23'-3"	8-3/8"	1" x 36" x 4	12-1/2"	12"	22,200	940	13.0	9.0	6.0
1C1-25	25'-9"	8-3/4"	1" x 36" x 4	12-1/2"	12"	25,400	1,030	12.5	8.5	5.5
* 1C1-28	28'-3"	9"	1" x 36" x 4	12-1/2"	12"	27,400	1,240	10.5	6.5	3.5
1C1-29	29'-3"	9-1/8"	1" x 36" x 4	12-1/2"	12"	28,100	1,290	10.0	6.0	3.0
1C1-40	39'-9"	10-1/4"	1/4" x 44" x 4"	14"	14"	38,200	2,090	5.0	1.0	-

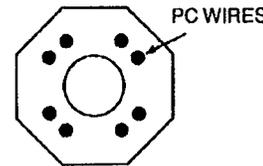
\*EPA based on post top mounting. Consult your representative for other attachment methods and increased load capacity requirements.



BASE PLATE



ELEVATION  
See recommended "capping details"



SHAFT CROSS SECTION DETAIL

## Notes

**SPECIFICATIONS**  
Use Contemporary Specifications.

**LUMINAIRE MOUNTING**  
See Technical-Mounting Options Section for more information.

**COLORS & FINISHES**  
See Color Selection Guide.

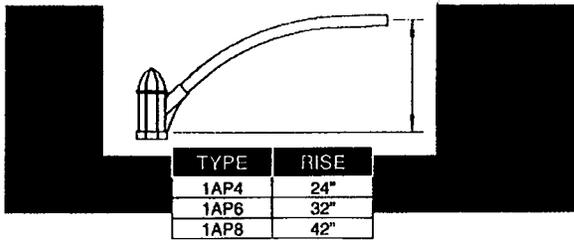
**ANTI-GRAFFITI & SEALER**  
Optional Coatings available for added protection.

# Contemporary Arm Details

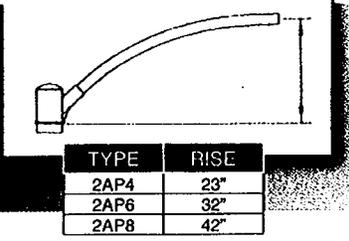
Specify series, shape, material, length, and color.  
example: 1-AP-6'-COLOR

1 - Octagonal  
2&3 - Round  
5 - Square

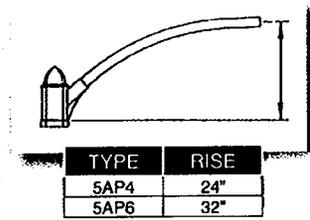
Finish  
Length  
Aluminum Pipe SP: Steel Pipe



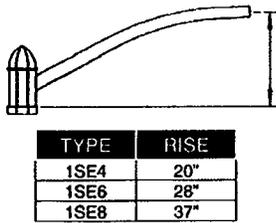
**1AP Pipe Arm**



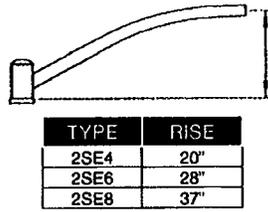
**2AP Pipe Arm  
3SP (Steel Only)**



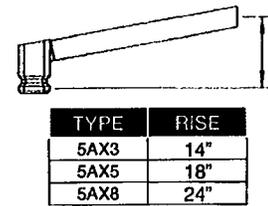
**5AP Pipe Arm**



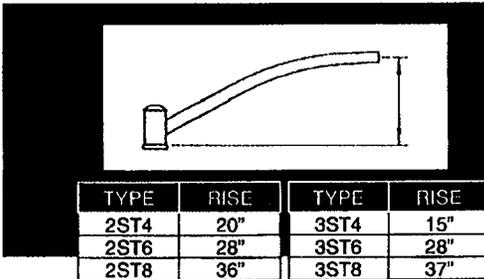
**1SE Arm Elliptical**



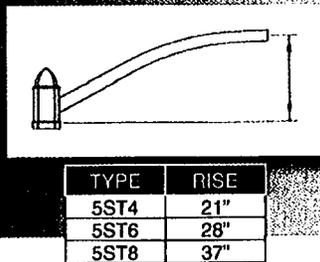
**2SE Elliptical Arm  
3SE Elliptical Arm**



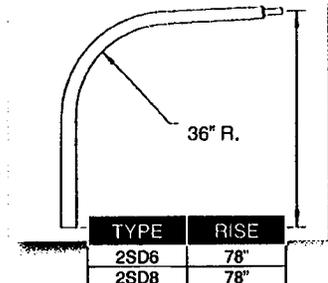
**5AX Rectangular Arm**



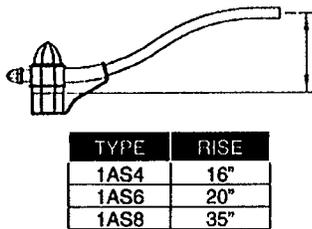
**2ST Steel Tapered Arm  
3ST Steel Tapered Arm**



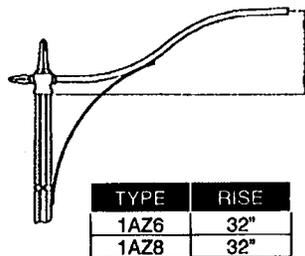
**5ST Steel Tapered Arm**



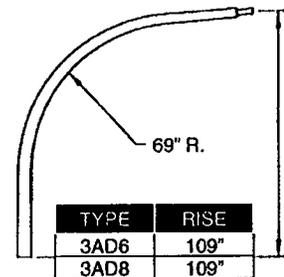
**2SD Davit Tapered Arm**



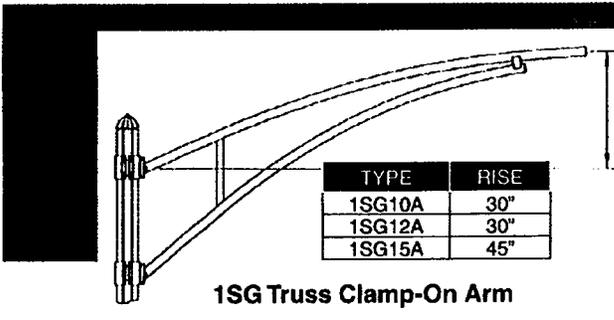
**1AS Aladdin Arm**



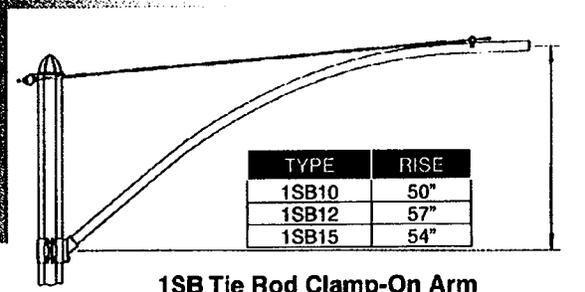
**1AZ Aladdin Arm**



**3AD Davit Tapered Arm**



**1SG Truss Clamp-On Arm**



**1SB Tie Rod Clamp-On Arm**

Decorative caps shown are optional. Standard is a flat cap.



**POLE PRODUCTS & SYSTEMS**  
1020 'B' STREET  
FILLMORE, CA 93016  
(805)624-0223

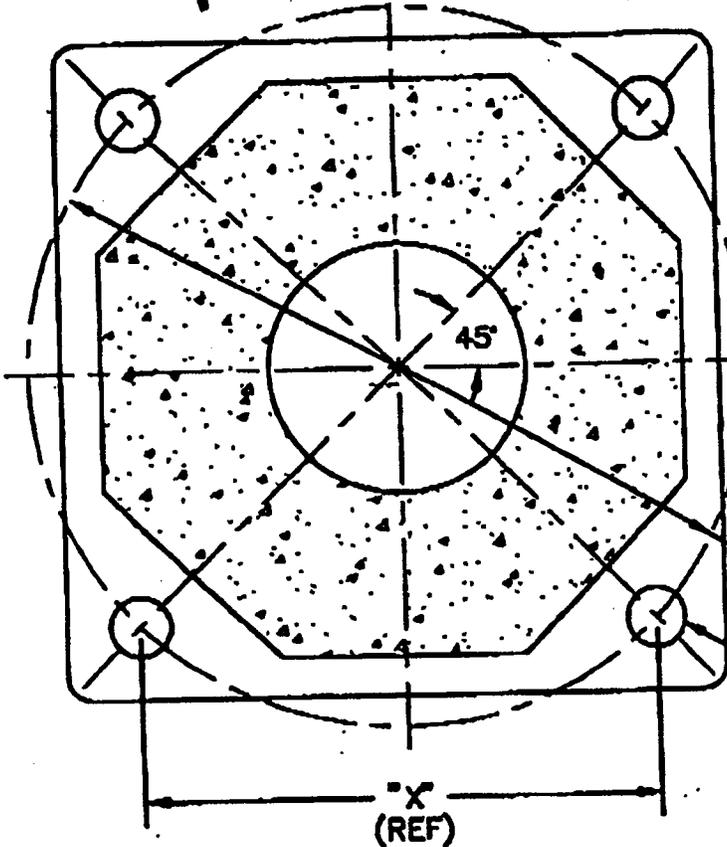
# ANCHOR BOLT SETTING GUIDE FOR CONCRETE POLES

THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO AMERON. IT SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO ANYONE WITHOUT THE WRITTEN PERMISSION OF AMERON.

1C1-23



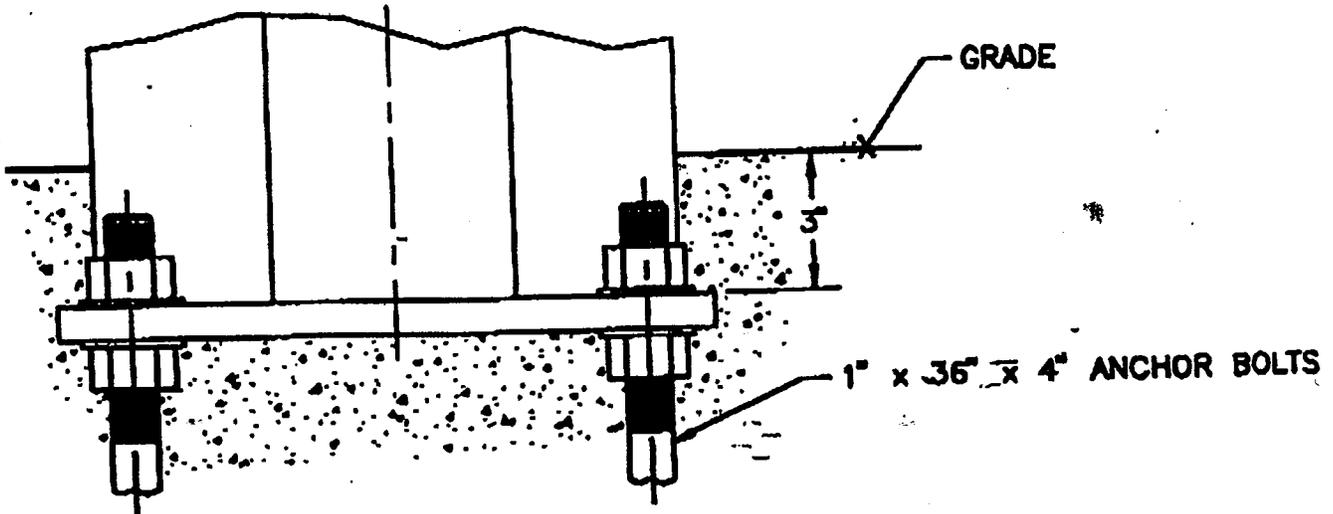
SERIES	B.C.	"X"
1-C1-16-29	12-1/2"	8-13/16"
<del>1-C1-16-29</del>	<del>12-1/2"</del>	<del>8-13/16"</del>
<del>1-C1-16-29</del>	<del>12-1/2"</del>	<del>8-13/16"</del>
<del>1-C1-16-29</del>	<del>12-1/2"</del>	<del>8-13/16"</del>



12 1/2"  
**Bolt Circle**

BOLT CIRCLE (B.C.)

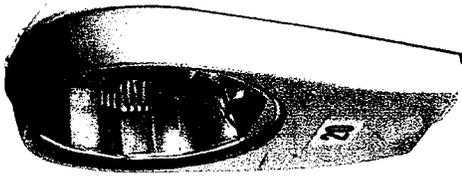
ANCHOR BOLT + 1/4"



GRADE

1" x 36" x 4" ANCHOR BOLTS

# M-400 INDUCTION LUMINAIRE WITH CUTOFF OPTICS



## APPLICATIONS

- For roadway, highway or parking lot applications where light trespass could be a problem

## SPECIFICATION FEATURES

- Universal two or four-bolt slipfitter
- Die-cast aluminum housing with polyester powder gray paint finish
- Average lamp life 100,000 hours
- Instant on and instant restrike
- "Dead back" tunnel type, FRP terminal board
- Minimum start -30°F
- Lamp included
- Integral Surge Protection
- Metal pest guard standard (not required for 2 in. pipe mounting)
- No-tool PE receptacle
- Cutoff photometrics
- External paddle type stainless steel bail latch
- True 90° cutoff—no light above 90° (meets RP8-2000 for full cutoff) with flat glass

## ORDERING NUMBER LOGIC

MSCL	10	0	E	2	1	F	SC2	Options
PRODUCT IDENT	WATTAGE / LIGHT SOURCE	VOLTAGE	BALLAST TYPE	PE FUNCTION	IGNITOR MOUNTING	LENS TYPE	IES DISTRIBUTION TYPE	
XXXX	XX	X	X	X	X	X	XXX	XXX
MSCA = M-400 with 4-Bolt Slipfitter	10T = 100W Tubular Circular Induction Lamp 15T = 150W Tubular Circular Induction Lamp**	60Hz 0 = 120/208/240/277 Multivolt 1 = 120 2 = 208 3 = 240 4 = 277 5 = 480 G = 200-277	See Ballast Selection Table E = Induction Ballast	1 = None 2 = PE Receptacle NOTE: Receptacle connected same voltage as unit except as noted. Order PE Control separately.	1 = None	F = Flat Glass G = Shallow Sag Glass Globe	See Photometric Selection Table S = Short C = Cutoff ★ 2 = Type II 3 = Type III ★ = Previously IESNA Full Cutoff Optics	C = Charcoal Filtered Optics F = Fusing (Not available with multivolt)
MSCL = M-400 with Cutoff* Optics 2-Bolt Slipfitter	63Q = 165W Twist Base Bulb Induction Lamp (3000K) 64Q = 165W Twist Base Bulb Induction Lamp (4000K) 83Q = 85W Twist Base Bulb Induction Lamp (3000K) 84Q = 85W Twist Base Bulb Induction Lamp (4000K)							
* = Previously IESNA Full Cutoff Optics	**15T must use the G(Shallow Sag Glass Globe) lens type only Note: All Induction lamps are supplied							



## PHOTOMETRIC SELECTION TABLE

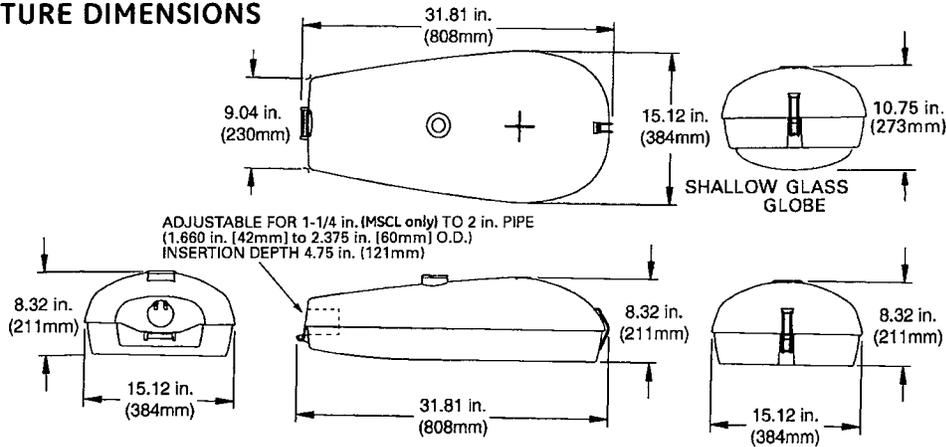
CLEAR REFRACTORS. All light sources are clear.

Wattage	Light Source	IES Distribution Type Photometric Curve Number 35-45xxxx		
		Flat Glass "F"		Sag Glass "G"
		SC2	SC3	SC2
85Q	IND	N/A	3614	N/A
165Q	IND	N/A	4388	4387
100T	IND	2870	N/A	N/A
150T	IND	N/A	N/A	4196

NOTE: N/A = Not Available C/F = Contact Factory

# M-400 INDUCTION LUMINAIRE WITH CUTOFF OPTICS

## FIXTURE DIMENSIONS



## DATA

Approximate Net Weight	29 lbs	15-18 kgs
Effective Projected Area	1.1 sq. ft. max	0.1 sq. M max
Suggested Mounting Height	30-50 ft.	9-15 M

## REFERENCES

See Page R-48 for start of Accessories.  
See Page R-52 for Explanation of Options and Other Terms Used.  
See Pole and Bracket Section Page P-2 for pole selection.

## BALLAST SELECTION TABLE

Wattage	Light Source	BALLAST TYPE/VOLTAGE						
		60HZ						
		Multi-volt	120	208	240	277	480	200-277
85 Q	IND	N/A	E	E	E	E	N/A	E
100 T	IND	E	E	E	E	E	E	N/A
150 T	IND	E	E	E	E	E	E	N/A

## MSCL — SUGGESTED CATALOG ORDERING NUMBERS

Catalog Number	Wattage	Light Source	Voltage (60 Hz)	Ballast Type	Refractor Type	Photometric Distribution
MSCL84Q1E21FSC3	85	Induction	120	Electronic	Glass	SC3
MSCL10T0E21FSC2C	100	Induction	Multivolt	Electronic	Glass	SC3

All GE suggested catalog ordering numbers come with PE receptacle. PE control must be ordered separately. Order and install SCCL-PECTL if no PE is desired.

Multivolt ballasts can be for either 120, 208, 240, or 277 volt incoming power supply.

