

**PROPOSAL, SPECIFICATIONS, BOND
AND AFFIDAVIT
FOR THE CONSTRUCTION OF
CRENSHAW BOULEVARD REHABILITATION, T-51
(SEPULVEDA BOULEVARD TO MARICOPA STREET)**

FEDERAL PROJECT NO. ESPL-5249 (019)

B2009-48



**CRAIG S. BILEZERIAN
Engineering Manager**

November 2009

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-1
ACKNOWLEDGMENT OF ADDENDA RECEIVED	C-6
CONTRACTOR'S AFFIDAVIT	C-7
BID BOND (10%).....	C-9
LIST OF SUBCONTRACTORS	C-10
REFERENCES	C-11
VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS	C-13
NOTICE TO BIDDER - FEDERAL REQUIREMENTS	C-14
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	C-15
NONCOLLUSION AFFIDAVIT.....	C-16
DEBARMENT AND SUSPENSION CERTIFICATION.....	C-17
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS	C-18
DISCLOSURE OF LOBBYING ACTIVITIES.....	C-19
FEDERAL LOBBYING RESTRICTIONS	C-22
LOCAL AGENCY BIDDER UDBE COMMITMENT.....	C-23
LOCAL AGENCY BIDDER DBE INFORMATION.....	C-25
AWARD AND EXECUTION OF CONTRACT	C-30
LABOR NONDISCRIMINATION	C-30
SUBCONTRACTOR AND DBE RECORDS	C-31
DBE CERTIFICATION STATUS	C-31
PERFORMANCE OF SUBCONTRACTORS	C-32
SUBCONTRACTING	C-33
PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.....	C-34
PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS	C-34
PROJECTS USING AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS.....	C-35
BUY AMERICA REQUIREMENTS	C-38
FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS	C-39

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-16
WORKERS' COMPENSATION INSURANCE CERTIFICATION..... D-18

SECTION E – SPECIAL PROVISIONS

SECTION F – FEDERAL REQUIREMENTS AND LA COUNTY FEDERAL WAGE RATES

APPENDICES

- 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 – CONSTRUCTION ACTIVITIES AND STORM WATER GENERAL PERMIT**
- APPENDIX VII – PROJECT CONSTRUCTION SIGNS**
- APPENDIX VIII – CENTERLINE TIES AND BENCHMARK INFORMATION**
- APPENDIX IX – 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, December 10, 2009**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF
CRENSHAW BOULEVARD REHABILITATION, T-51
(Sepulveda Boulevard to Maricopa Street)
Federal Project No. ESPL-5249 (019)
B2009-48**

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/17991.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, mailing address, telephone and fax numbers, a contact person and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

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 \$115 if picked up at City Hall, or payment of \$125 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$125 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: B2009-48**

The Engineer's estimate of the contract total is between \$2,100,000 and \$2,300,000. All work shall be completed within 100 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 City of Torrance is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business

Enterprises (UDBE). The UDBE Contract goal is 4.75% percent. Section D4 "Disadvantaged Business Enterprises (DBE)" on page B-2 and Section "Performance of Subcontractors" on page C-32 of these special provisions cover the UDBE requirements.

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

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.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

This project is partially funded by federal funds from the American Recovery and Reinvestment Act of 2009. The City of Torrance is implementing new contract requirements for submittal of Monthly Employment Report forms. Refer to section titled "Monthly Employment Report (American Recovery and Reinvestment Act)" under Section C on page C-32 of these Special Provisions.

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>. Information regarding the Federal minimum wage rates for this project, as predetermined by the United States Secretary of Labor, are set forth in the Bid book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of Bid book. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Bid book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The

“hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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

For further information, please contact Craig Bilezerian, Engineering Manager in the Public Works Department at (310) 618-3054 or via the main office at (310) 781-6900.

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

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

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

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

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda to the Contract Documents during the period of advertising for any reason. Said Addenda will be issued only by email to those considered "Plan holders". Refer to the Notice Inviting Bid for instructions on becoming a "Plan holder." The Bidder shall acknowledge the receipt of all Addenda in its Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required fifteen (15) Submittal Documents:

- 1) Bidder's Proposal
- 2) Acknowledgment Of Addenda Received
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) Violations of Federal or State Law
- 8) Notice to Bidders - Federal Requirements for Federal-Aid Projects
- 9) Equal Employment Opportunity Certification
- 10) Noncollusion Affidavit
- 11) Debarment and Suspension Certification
- 12) Nonlobbying Certification for Federal-Aid Contracts
- 13) Disclosure of Lobbying Activities
- 14) Exhibit 15-G1 Local Agency Bidder UDBE Commitment
- 15) Exhibit 15-G2 Local Agency Bidder-DBE Information

All prices submitted will be considered as including any and all sales or use taxes.

In the case of discrepancy between unit bid price and total bid, the unit price shall prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

This project is subject to Title 49 CFR 26.13(b). A bidder is referred to the requirements listed and beginning on page C-26 in Section C of these Specifications.

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 fifteen (15) 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 Insurance as specified in the Public Works Agreement included in Section D of these Specifications.

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit its question(s) in writing to the Torrance Public Works Department. Any and all questions must be emailed to both Mr. Craig Bilezerian, Engineering Manager at cbilezerian@torranceCA.gov and to Ms. Davina Buenavista, Associate Engineer at dbuenavista@torranceCA.gov. Please list “**Crenshaw Blvd RFI – (question topic)**” in the subject line of the email.

All questions must be received no later than 5:00 p.m. on the Monday prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Mr. Craig Bilezerian directly at (310) 618-3054 or Ms. Davina Buenavista directly at (310) 618-3057.

SECTION C

BID DOCUMENTS

FOR REFERENCE ONLY

BIDDER'S PROPOSAL

Company: _____

Total Bid: _____

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE
CONSTRUCTION OF CRENSHAW BOULEVARD REHABILITATION, T-51
(SEPULVEDA BOULEVARD TO MARICOPA STREET)
Federal Project No. ESPL-5249 (019)**

B2009-48

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

Members of the Council:

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

BID SCHEDULE

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION/DEMOLITION (NOT TO EXCEED 5% OF TOTAL BASE BID PRICE)	\$	\$
2	1	LS	PERMIT COMPLIANCE	\$	\$
3	1	LS	STORMWATER CONTROL/BMPS/SWPPP	\$	\$
4	1	LS	CONSTRUCTION SURVEYING	\$	\$
5	1	LS	TRAFFIC CONTROL	\$	\$
6	2,640	CY	UNCLASSIFIED EXCAVATION	\$	\$
7	1	LS	TRAFFIC STRIPING, PAVEMENT MARKINGS, CURB MARKINGS; AND RAISED REFLECTIVE PAVEMENT MARKERS	\$	\$
8	160	LF	REMOVE AC DIKE	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
9	1,000	LF	REMOVE CURB AND GUTTER	\$	\$
10	300	SF	REMOVE PCC DRIVEWAY	\$	\$
11	50,000	SF	COLD MILL 1" EXISTING PAVEMENT	\$	\$
12	50,000	SF	COLD MILL 2" EXISTING PAVEMENT	\$	\$
13	140,000	SF	COLD MILL 3" EXISTING PAVEMENT	\$	\$
14	55,000	SF	COLD MILL 3.5" EXISTING PAVEMENT	\$	\$
15	980	TON	CONSTRUCT 8" AC BASE COURSE AT CARSON ST INTERSECTION	\$	\$
16	800	TON	CONSTRUCT 8" CMB	\$	\$
17	1,650	TON	CONSTRUCT 3" LEVELING COURSE	\$	\$
18	2,300	TON	CONSTRUCT 3.5" LEVELING COURSE	\$	\$
19	3,100	TON	CONSTRUCT 4" LEVELING COURSE	\$	\$
20	5,300	TON	CONSTRUCT 2" AHRM	\$	\$
21	1,000	LF	CONSTRUCT A2-8 CURB	\$	\$
22	300	SF	CONSTRUCT DRIVEWAY APPROACH	\$	\$
23	2	EA	RECONSTRUCT CURB DRAIN IN KIND	\$	\$
24	1,000	SF	CONSTRUCT ACCESS RAMP, CASE B TYPE 1, PER SPPWC STANDARD PLAN 111-3	\$	\$
25	6	EA	DETECTABLE WARNING SURFACE	\$	\$
26	1,000	LF	REPLACE AND REPAIR CURB AND GUTTER	\$	\$
27	35	EA	ADJUST WATER VALVE TO GRADE	\$	\$

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
28	13	EA	ADJUST SEWER MANHOLE GRADE	\$	\$
29	11	EA	ADJUST GAS VALVE TO GRADE	\$	\$
30	2	EA	ADJUST RECYCLED WATER MANHOLE TO GRADE	\$	\$
31	6	EA	ADJUST STORM DRAIN MANHOLE TO GRADE	\$	\$
32	2	EA	ADJUST WATER MANHOLE TO GRADE	\$	\$
33	2	EA	ADJUST TELEPHONE MANHOLE TO GRADE	\$	\$
34	1	EA	REMOVE AND RECONSTRUCT PARKWAY IN KIND	\$	\$
35	107	EA	FURNISH AND INSTALL TRAFFIC SIGNAL INDUCTIVE LOOP DETECTORS	\$	\$
36	3,000	SF	REMOVE EXIST. SIDEWALK AND CONSTRUCT 3.5" PCC SIDEWALK ON 4" OF CMB	\$	\$
37	1	LS	FURNISH AND INSTALL PROJECT CONSTRUCTION SIGNS	\$	\$
38	1	LS	FOUR (4) PORTABLE CHANGEABLE MESSAGE SIGNS	\$	\$
39	1	LS	FURNISH AND INSTALL SIGNS FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT	\$	\$
<p>The items below may, individually or collectively, be included in the contract awarded for this project, if funds are available. The amount listed for each is an estimated allowance and is not necessarily the amount that would be paid to the Contractor. The amount to be paid to the Contractor shall be the actual cost plus markup and based on either a negotiated fee or force account work. The Contractor shall be solely responsible for any fee charged to re-inspect rejected or incomplete work</p>					
40	1	ALW	REMOVE EXISTING SIGNS. FURNISH AND INSTALL NEW REGULATORY, WARNING, ADVISORY, INFORMATIONAL AND/OR GUIDE SIGNS ON EXISTING OR NEW POST. ALL SIGNS SHALL BE OF 3M DIAMOND GRADE CUBED, WITH 1160 PROTECTIVE ANTI-GRAFFITI OVERLAY FILM AND MATCHED COMPONENTS SYSTEM WARRANTY (12 YEARS) ON 0.080 ALUMINUM WITH "TORRANCE" ON THE BORDER	\$30,000	\$30,000

41	1	ALW	REMOVE EXISTING AND FURNISH AND INSTALL NEW INTERNALLY ILLUMINATED STREET NAME SIGN ON TRAFFIC SIGNAL MAST ARM.	\$75,000	\$75,000
42	1	ALW	FURNISH AND INSTALL SCHEDULE 80 PVC PIPES (3-DUCT), INCLUDING PULL ROPES AND TRACER WIRE, FOR UNDERGROUND TRAFFIC SIGNAL INTERCONNECT AND UNDERGROUND COMMUNICATION WIRING	\$125,000	\$125,000
43	1	ALW	REMOVE EXISTING TRAFFIC SIGNAL POLE, MAST ARM, APPURTENANCES AND FOUNDATIONS. FURNISH AND INSTALL NEW TRAFFIC SIGNAL POLES, MAST ARMS, APPURTENANCES, PULL BOXES AND FOUNDATIONS PER CALTRANS STD. PLANS. ALL INDICATIONS SHALL BE LED.	\$250,000	\$250,000

TOTAL BID PRICE: \$ _____ (FIGURES)*

TOTAL BID PRICE: _____ (WORDS)*

BOTH TOTALS SHALL INCLUDE THE AMOUNTS LISTED IN ITEMS 40 THROUGH 43.

BID MAY BE REJECTED IF TOTALS ARE NOT SHOWN IN FIGURES AND WORDS

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

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

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

Contractor: _____

Date: _____ By: _____

Contractor's State License No. _____ Class _____

Address: _____

Phone: _____ Fax: _____

FOR REFERENCE ONLY

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2009-48

The Bidder shall acknowledge the receipt of any and all 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 _____

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

FOR REFERENCE ONLY

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA

}

B2009-48

COUNTY OF _____

}

}

_____, being first duly sworn, deposes and says:
(NAME)

1. That he is the _____
(TITLE)

of _____
(NAME OF PARTNERSHIP, CORPORATION, OR SOLE PROPRIETORSHIP)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of Crenshaw Boulevard Rehabilitation, T-51 (Sepulveda Boulevard to Maricopa Street), B2009-48; FEDERAL PROJECT NO. ESPL-5249 (019);

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

FOR REFERENCE ONLY

CONTRACTOR'S AFFIDAVIT

(Continued)

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

Dated this _____ day of _____, 20_____.

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

(CONTRACTOR'S SIGNATURE)

(NAME)

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

(TITLE)

FOR REFERENCE ONLY

BID BOND (10%)

B2009-48

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. B2009-48, FEDERAL PROJECT NO. ESPL-5249 (019)**; said work
being: the **Crenshaw Boulevard Rehabilitation T-51 (Sepulveda Boulevard to Maricopa 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.: _____

FOR REFERENCE ONLY

LIST OF SUBCONTRACTORS

B2009-48

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

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

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

FOR REFERENCE ONLY

REFERENCES

B2009-48

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: \$ _____

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

FOR REFERENCE ONLY

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.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FOR REFERENCE ONLY

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

B2009-48

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): _____

NOTICE TO BIDDERS

FEDERAL REQUIREMENTS

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

- Equal Employment Opportunity Certification (p. C-15)
- Noncollusion Affidavit (p. C-16)
- Debarment and Suspension Certification (p. C-17)
- Nonlobbying Certification for Federal-Aid Contracts (p. C-18)
- Exhibit 15-G1 Local Agency Bidder UDBE Commitment (Construction Contracts) (p. C-23)
- Exhibit 15-G2 Local Agency Bidder-DBE Information (Construction Contracts) (p. C-25)

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

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

- Disclosure of Lobbying Activities (p. C-19)

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

- UDBE Information – “Good Faith Efforts,” Exhibit 15-H (p. C-55)
The document can be downloaded from the Caltrans website at:
<http://www.dot.ca.gov/hq/LocalPrograms/DBE/forms/forms.htm>

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

- Exhibit 17-F Final Report – Utilization of Disadvantaged Businesses
The document can be downloaded from the Caltrans website at:
<http://www.dot.ca.gov/hq/LocalPrograms/DBE/forms/forms.htm>
- Exhibit 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change
The document can be downloaded from the Caltrans website at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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

Exhibit 12-E, Attachment C

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

NONCOLLUSION AFFIDAVIT

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

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

Exhibit 12-E, Attachment D

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

DEBARMENT AND SUSPENSION CERTIFICATION
(Title 49, Code of Federal Regulations, Part 29)

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

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

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

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

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Exhibit 12-E, Attachment E

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

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal AGENCY, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal AGENCY, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

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

Exhibit 12-E, Attachment F

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only:</p> <p align="right">year quarter _____</p> <p align="right">date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p align="center">Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="right">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p align="center">value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

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

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

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

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

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

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

FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

Exhibit 15-G1 Local Agency Bidder UDBE Commitment (Construction Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE NEXT PAGE

AGENCY: City of Torrance LOCATION: Crenshaw Blvd – Sepulveda Bl to Maricopa St

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT UDBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	Cert. No. of UDBE AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number)	DOLLAR AMOUNT UDBE

For Local Agency to Complete:

Local Agency Contract Number: C2010-

Federal Aid Project Number: ESPL-5249 (019)

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all information is complete and accurate.

Craig Bilezerian _____
 Print Name Signature Date

Local Agency Representative

(Area Code) Telephone Number: (310) 618-3054

For Caltrans Review:

 Print Name Signature Date
 Caltrans District Local Assistance Engineer

Total Claimed Participation	\$ _____
	_____ %

 Signature of Bidder

 Date (Area Code) Tel. No.

Local Agency Bidder - UDBE Commitment (Rev 3/09)

- Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.
 (2) Copy -- Include in award package to Caltrans District Local Assistance
 (3) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY BIDDER
UDBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)**

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information must be submitted with your bid proposal. Failure to submit the required UDBE commitment will be grounds for the City to find the Bid Proposal nonresponsive.

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

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

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify **all** UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project. **District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS) (Revised 03/09)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

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

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

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

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

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

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

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

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

UDBE Commitment Submittal

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

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

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

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

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

Good Faith Efforts Submittal

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

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

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

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

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

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

LABOR NONDISCRIMINATION

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

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

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

SUBCONTRACTOR AND DBE RECORDS

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

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors – Exhibit 17-F" Form CEM-2402(F) and certified correct by the CONTRACTOR or the CONTRACTOR'S authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

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

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

DBE CERTIFICATION STATUS

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

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

PERFORMANCE OF SUBCONTRACTORS

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

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

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

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

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

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

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

SUBCONTRACTING

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

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

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

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

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

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

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

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

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

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

(if required)

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

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

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

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

MONTHLY EMPLOYMENT REPORT
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

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

If the Contractor fails to submit a complete and accurate report, the City will withhold 2 percent of the monthly progress payment. The City does not withhold more than \$15,000 or less than \$5,000. The City can only release the 2 percent withhold upon submission of the completed form and, depending on its submittal date, a confirmation from either the State or Federal Government that none of the ARRA funds for the project are at risk. Should the Contractor's late submittal of the form cause any or all of the ARRA funds for this project to be at risk, the City will take any action deemed necessary to either terminate the contract, the work and/or recover said lost funds from the Contractor. On the following page is a copy of the required Monthly Employment Report form.

JOB STAMP

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
 MONTHLY EMPLOYMENT REPORT**

See instructions that follow

1. CONTRACT NO. C2010-		2. FEDERAL-AID PROJECT NUMBER <i>(From special provisions)</i> ESPL-5249 (019)							
3. FIRST DAY OF REPORTING PERIOD (mm/dd/yy):		4. REPORT MONTH (mm/yy)			5. CONTRACTING AGENCY City of Torrance				
6. CONTRACTOR NAME AND ADDRESS									
7. EMPLOYMENT DATA									
				EMPLOYEES		HOURS		PAYROLL	
				NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES
PRIME CONTRACTOR DIRECT, ON-PROJECT JOBS									
SUBCONTRACTOR DIRECT, ON-PROJECT JOBS									
SUBCONTRACTOR NAME(S):									
PRIME AND SUBCONTRACTOR SUBTOTALS									
PRIME AND SUBCONTRACTOR TOTALS (NEW + EXISTING)									
8. CERTIFIED BY CONTRACTOR: <i>(Signature and Title)</i>								DATE	
TO BE COMPLETED BY AGENCY OR AUTHORIZED REPRESENTATIVE									
9. REVIEWED BY CONTRACT ADMINISTRATOR: <i>(Signature and Title)</i>								DATE	

COPY DISTRIBUTION: **Original** - Resident Engineer **Copy** - Contractor **Copy** – Caltrans District Local Assistance Engineer

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS FOR COMPLETING ARRA MONTHLY EMPLOYMENT REPORT FORM

- BOX 1. *Contract Number.* The state-assigned project number or ID: district and expenditure authorization (EA).
- BOX 2. *Federal-aid Project Number.* The state-assigned federal-aid project number.
- BOX 3. *First Day of Reporting Period.* The first day of reporting period is the first day of the first payroll period of the month. If the beginning of the month splits the payroll period, then the report will include dates from the prior month as necessary to complete the payroll period.
- BOX 4. *Report Month.* The month and year covered by the report. Reported as “mm/yy” (e.g. May 2009 would be coded as “05/09.”).
- BOX 5. *Contracting Agency.* The name of the contracting agency. For state projects, enter Caltrans. For non-state projects, enter the name of the contracting agency (federal agency, tribe, MPO, city, county, etc.).
- BOX 6. *Contractor Name and Address.* The name and address of the contractor shall include the firm name, street address, city, state, and zip code.
- BOX 7. *Employment Data.*
Subcontractor Name(s). The name of each subcontractor that was active on the project for the reporting month.
Employees. The number of new hires and existing employees on the contractor’s workforce that month, and the number of new hires and existing employees for each of the active subcontractors that month. Do not include material suppliers. Reported as a whole number.
Hours. The total hours on the specified project for the new hires and existing employees on the contractor’s workforce that month, and the total hours for the new hires and existing employees for each of the active subcontractors that month. Reported as a whole number.
Payroll. The total dollar amount of wages paid by the contractor that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Rounded to the nearest whole dollar and reported as a whole number. Refer to Section 9-1.03A(1), “Labor,” of the *Standard Specifications*.
Prime and Subcontractor Subtotals. The subtotal for number of employees, hours and payroll for new hires and existing employees for the contractor and listed subcontractor(s).
Prime and Subcontractor Totals (New + Existing). The total number of employees, hours and payroll for the contractor and listed subcontractor(s).
- BOX 8. *Certified by Contractor.*
Name. Contractor representative or person responsible for certification of the information included on the form. By completing the form, the authorized representative certifies that they are knowledgeable of the hours worked and employment status for all employees. Contractors are responsible to maintain data to support the employment form and make it available to the state should it request supporting materials.
Date. The date that the contractor completed the employment form. Reported as “mm/dd/yy.”
- BOX 9. *Reviewed by Contract Administrator.* (To be completed by the local agency or authorized representative.)
Name. Local agency representative, such as the resident engineer or contract manager, or authorized project representative responsible for reviewing the submitted form.
Date. The date that the state representative reviewed the form. Reported as “mm/dd/yy.”

BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

SECTION 14

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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

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

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

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

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

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

Schedule B—Information for Determining Joint Venture Eligibility

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

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture.

(The MBE partner must complete Schedule A.) _____

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

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

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

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

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

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

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

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

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

Affidavit

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

.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
(Exclusive of Appalachian Contracts)**

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

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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

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

II. NONDISCRIMINATION

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

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

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III NONSEGREGATED FACILITIES

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

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

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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

2. Classification:

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

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

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

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

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

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

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

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

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with

that determination.

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

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

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

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

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

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

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially reposable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

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

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

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

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to

29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

may, but is not required to, check the Nonprocurement List.

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

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

* * * * *

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

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

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

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the

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

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

FEDERAL-AID FEMALE AND MINORITY GOALS

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

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

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

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

177 Sacramento, CA:	
SMSA Counties:	
6920 Sacramento, CA.....	16.1
CA Placer; CA Sacramento;	
CA Yolo.	
Non-SMSA Counties.....	14.3
CA Butte; CA Colusa;	
CA El Dorado; CA Glenn;	
CA Nevada; CA Sierra;	
CA Sutter; CA Yuba.	
178 Stockton-Modesto, CA:	
SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA.....	24.3
CA San Joaquin.	
Non-SMSA Counties.....	19.8
CA Alpine; CA Amador;	
CA Calaveras; CA Mariposa;	
CA Merced; CA Tuolumne.	
179 Fresno-Bakersfield, CA:	
SMSA Counties:	
0680 Bakersfield, CA.....	19.1
CA Kern.	
2840 Fresno, CA	26.1
CA Fresno.	
Non-SMSA Counties.....	23.6
CA Kings; CA Madera;	
CA Tulare.	
180 Los Angeles, CA:	
SMSA Counties:	
0360 Anaheim-Santa Ana-Garden	
Grove, CA.....	11.9
CA Orange.	
4480 Los Angeles-Long	
Beach, CA	28.3
CA Los Angeles.	
6000 Oxnard-Simi Valley-	
Ventura, CA	21.5
CA Ventura.	

Form 1273 — Revised 3-95
08-07-95

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

181 San Diego, CA:

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

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

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

*Insert number of trainees.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

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

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

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

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

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

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

group or not.. No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

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

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

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

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

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

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed. The Contractor will provide for the

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

EXHIBIT 15-H UDBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. ESPL 5249-(019)

Bid Opening Date _____

The City of Torrance established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 4.75% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
_____	_____	_____
_____	_____	_____
_____	_____	_____

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

SECTION D

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

PERFORMANCE BOND

B2009-48

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 **Crenshaw Boulevard Rehabilitation T-51 (Sepulveda Boulevard to Maricopa Street), B2009-48; FEDERAL PROJECT NO. ESPL-5249 (019)**, 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.

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

B2009-48

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.

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 **Crenshaw Boulevard Rehabilitation T-51 (Sepulveda Boulevard to Maricopa Street), B2009-48; FEDERAL PROJECT NO. ESPL-5249 (019)**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

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 Crenshaw Boulevard Rehabilitation, T-51 (Sepulveda Boulevard to Maricopa Street), B2009-48; FEDERAL PROJECT NO. ESPL-5249 (019);
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction Crenshaw Boulevard Rehabilitation, T-51 (Sepulveda Boulevard to Maricopa Street), B2009-48; FEDERAL PROJECT NO. ESPL-5249 (019), Notice Inviting Bids No. B2009-48 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

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

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

C. Termination for Breach of Law.

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

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

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

8. CONTRACTOR REPRESENTATIVE(S)

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

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will

be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

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

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

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

17. INSURANCE

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Combined single limits of \$2,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

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

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

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

20. NOTICE

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

CONTRACTOR: _____

 Fax: _____

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
(Name)
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

CITY OF TORRANCE, CALIFORNIA

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
CRENSHAW BOULEVARD REHABILITATION T-51
(SEPULVEDA BOULEVARD TO MARICOPA STREET)
B2009-48; FEDERAL PROJECT NO. ESPL-5249 (019)**

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.

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT (Continued)

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

B2009-48

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)

(NAME)

(TITLE)

SECTION E

SPECIAL PROVISIONS

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

**SECTION E
SPECIAL PROVISIONS**

TABLE OF CONTENTS

	PAGE
PART 1 – GENERAL PROVISIONS	
SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS	
1-2 DEFINITIONS.....	4
1-3 ABBREVIATIONS.....	4
SECTION 2 – SCOPE AND CONTROL OF THE WORK	
2-1 AWARD AND EXECUTION OF CONTRACT.....	4
2-4 CONTRACT BONDS.....	4
2-5 PLANS AND SPECIFICATIONS.....	5
2-6 WORK TO BE DONE.....	7
2-9 SURVEYING.....	7
2-10 AUTHORITY OF BOARD AND ENGINEER.....	8
2-11 INSPECTION.....	9
SECTION 3 – CHANGES IN WORK	
3-3 EXTRA WORK.....	10
3-4 CHANGED CONDITIONS.....	11
SECTION 4 – CONTROL OF MATERIALS	
4-1 MATERIAL AND WORKMANSHIP.....	11
SECTION 5 – UTILITIES	
5-1 LOCATION.....	12
5-2 PROTECTION.....	12
5-3 REMOVAL.....	14
5-5 DELAYS.....	15
SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK	
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.....	15
6-7 TIME OF COMPLETION.....	18
6-8 COMPLETION, ACCEPTANCE AND WARRANTY.....	18
6-9 LIQUIDATED DAMAGES.....	19
SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR	
7-2 LABOR.....	19
7-3 LIABILITY INSURANCE.....	19
7-4 WORKER'S COMPENSATION INSURANCE.....	20
7-5 PERMITS.....	20
7-6 THE CONTRACTOR'S REPRESENTATIVE.....	20
7-8 PROJECT SITE MAINTENANCE.....	20
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.....	24

7-10 PUBLIC CONVENIENCE AND SAFETY.....	25
7-15 PROJECT CONSTRUCTION SIGNS AND PORTABLE CHANGEABLE MESSAGE SIGNS.....	32

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.....	33
9-2 LUMP SUM WORK.....	33
9-3 PAYMENT.....	33
9-4 CLAIMS.....	35

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.....	36
-------------------------------------	----

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE.....	36
203-11 ASPHALT RUBBER HOT MIX (ARHM) WET PROCESS.....	36

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT.....	36
------------------	----

SECTION 214 – PAVEMENT MARKERS

(Replaced with Section 85 of Caltrans Standard Specifications)

SECTION 217 – SIGNAGE

217-1 ROADSIDE SIGNS.....	37
---------------------------	----

(Replaced with Section 56-2 of Caltrans Standard Specifications)

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.....	37
300-2 UNCLASSIFIED EXCAVATION.....	41

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

301-2 UNTREATED BASE.....	41
---------------------------	----

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.....	42
302-9 ASPHALT RUBBER HOT MIX (ARHM).....	44

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.....	44
---	----

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-7 CURB DRAINS..... 47

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNALS

(Replaced with Section 86 of Caltrans Standard Specifications)

86-1 GENERAL..... 47
86-2 MATERIALS AND INSTALLATION. 47
86-5 DETECTORS..... 48
86-8 PAYMENT. 48

SECTION 310 – PAINTING

310-5 PAINTING VARIOUS SURFACES..... 49

SECTION 312 – PAVEMENT MARKER PLACEMENT AND REMOVAL

(Replaced with Sections 85-1.06, 85-1.07 and 85-1.09 of Caltrans Standard Specifications)

SECTION 315 – SIGNAGE

315.1 ROADSIDE SIGNS..... 50

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

SECTION 2 – SCOPE AND CONTROL OF THE WORK

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

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

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

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

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

2-5 PLANS AND SPECIFICATIONS.

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

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

Add the following subsections:

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

1) Project Plans

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

2) Standard Plans

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

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

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

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

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

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

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

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

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

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

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

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

2-5.3 Submittals.

2-5.3.2 Working Drawings. Add the following:

In addition to the shop drawings required per Table 2-5.3.2 (A), the following shop drawings are required:

Item	Section Number	Title	Subject
18	7-8.6.2	Storm Water Pollution Prevention Plan (SWPPP)	Water Pollution Control

Revise the fourth paragraph of the Standard Specifications to read as follows:

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

The following additional information items are required:

- 9) Asphalt Rubber Hot Mix Design
- 10) Asphalt Concrete Mix Designs
- 11) CMB Mix Design/Properties
- 12) Proposed Hauling Route(s) for Construction Material

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

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

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

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

The Work generally consists of the construction of cold milling, localized pavement repairs, street resurfacing with asphalt concrete and ARHM, removal and reconstruction of concrete curb and gutter, sidewalk, cross gutter, driveway, access ramp; thermoplastic striping, traffic loop replacement, and other items not mentioned that are required and as shown on City of Torrance Plans No. ST-1033 and included in these Specifications.

2-9 SURVEYING.

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

Add the following paragraphs:

In Appendix VIII the CITY has provided records for approximately 7 out of the 12 intersections within the project limits. The Contractor shall be responsible for obtaining all available records for these and the other remaining intersections from the County of Los Angeles.

At intersections where no centerline survey monuments and related centerline survey monument ties exist prior to construction, the Contractor shall establish said monuments and ties after the completion of construction and in accordance with California State Law.

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

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

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

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. One set of paving stakes
- b. Line and grade of new curb and gutter
- c. Line and grade of existing features shown on the plan to be replaced in kind sufficient for their construction

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 paving stakes
- c. Grade sheets for curb and gutter and replace in kind features

Add the following subsection:

2-9.5 Payment.

Payment for surveying shall be on a lump sum basis per the Contract Unit Price for CONSTRUCTION SURVEY. All costs for construction survey including construction survey staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals and for doing all work involved shall be considered as included.

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 a CITY holiday not otherwise authorized by the Contract, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

Mondays through Fridays	-	\$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 Material Inspection/Testing and other CITY Expenses.

- (a) If a CITY subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the CITY

subcontractor may charge the CITY an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.

- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct CITY crews to perform the work. For each occurrence, the CITY may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by CITY crews for labor, equipment and materials. The standard rates for CITY crews are available upon request from the Public Works Department.
- (c) For each sign, drum, barricade, warning device, flagger or other type of required traffic control device that is not provided in accordance with the approved Traffic Control Plans, unless otherwise authorized by the Engineer, the Engineer may deduct \$50 per day from a Progress Payment for each missing device. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.
- (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 ,

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 811 at least 48 hours prior to any excavation.

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

Substitute the following for the last paragraph:

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

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

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 therefor.

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.

5-5 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 drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

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

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

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

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

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

- 2) Work activities shall be based on the items of work per 2-6, and the following:
 - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.
 - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Utility relocations in coordination with the Contractor per 5-4 of these Special Provisions shall be considered as activities.
- 4) Required submittals, working and shop drawings shall be included as activities.
- 5) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 6) Work to be performed by subcontractors shall be identified and shown as work activities.
- 7) Start and completion dates of each activity shall be illustrated.
- 8) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

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

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

- 1) **The Contractor may not begin any pavement reconstruction activities until it has completed the installation of all new PCC improvements (i.e. curb/gutter, cross gutters, sidewalk, driveways, curb ramps, etc. for the entire project.**
- 2) Concrete removal – All concrete removed shall be hauled off the Work site (including the Contractor's storage yard) no later than the calendar day following the day that the removal is performed. If the calendar day following the removal is a non-working day (Saturday, etc.) the concrete shall be hauled off the Work site on the same day it was removed. Unless otherwise authorized by the Engineer, failure by the Contractor to haul concrete from the Work site and/or Contractor's storage yard(s) in a timely manner may result in a liquidated damage assessed upon the Contractor. Such liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor.
- 3) PCC construction – Construction of PCC sidewalks, driveways, access ramps, curbs, gutters and cross gutters shall be formed and poured within 5 working days following removal of the existing material at any location. Any adjacent trench (i.e. 1-foot wide slot trench), required to remove and construct said PCC construction shall be restored per these Specifications no later than 2 calendar days following the construction of said PCC improvements. Failure by the Contractor to comply with these requirements in a timely manner may result in a liquidated damage assessed upon the Contractor. Such

liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor.

- 4) **The Contractor is required to construct the new pavement in 4 separate phases. PHASE 1 - Sepulveda Blvd to Jefferson St; PHASE 2 - Jefferson St to Carson St; PHASE 3 - Carson St to Torrance Blvd ; and PHASE 4 - Torrance Blvd to Maricopa St. The preferred sequence of the four phases is at the Engineer's discretion and will be determined after the award of this Contract. Refer to the Traffic Control Plans for additional requirements and sequencing of construction.** All pavement milling, reconstruction, overlay and paving shall be complete in one phase prior to the start of work in any subsequent phase. However, if approved by the Engineer, the Contractor may begin pavement reconstruction in a subsequent Phase, prior to the application of permanent thermoplastic striping in the previously completed phase. Accordingly, the Contractor is required to provide and maintain temporary striping and/or reflectorized yellow and white tabbing in the completed Phase until such permanent thermoplastic paint is applied.
- 5) Pavement removal – All pavement removed as a result of trenching or cold milling shall be hauled off the Work site on the same day that the removal is performed.
- 6) Within 4 working days following the installation of the final ARHM surface course in any Phase, the Contractor shall complete the adjustment of all manholes, valves and any other required surface facilities, as well as the surface restoration around said facilities. The Contractor shall not apply any thermoplastic pavement markings until the adjustment and restoration is completed.
- 7) Within 5 working days following the installation of the final ARHM surface course in any Phase, the Contractor shall complete the “cat-tracking” of all proposed pavement markings shown on the Plans. The CITY will inspect all “cat-tracking” within 2 working days and notify the Contractor of any needed corrections or adjustments. Upon approval of the “cat-tracking” by the Engineer, the Contractor shall then complete the installation of all thermoplastic pavement markings no earlier than 7 calendar days following the installation of the final ARHM surface course in any Phase, but under no circumstances no later than 10 calendar days following the installation of the final ARHM surface course in any Phase. Accordingly, the Contractor is required to provide and maintain temporary striping and/or reflectorized yellow and white tabbing in the completed Phase until such permanent thermoplastic paint is applied.
- 8) All new traffic detector loops shall be installed PRIOR to the installation of permanent thermoplastic pavement markings.
- 9) Subsection 307-1.3 regarding the ordering of materials.
- 10) Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
- 11) All Work shall only be performed between the hours of 7:00 a.m. and 4:00 p.m. unless otherwise approved by the Engineer.
- 12) A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed.

- 13) On Tuesdays, there is a Farmers' Market event at Wilson Park, located at the southeast corner of Crenshaw Blvd at Jefferson St. **Paving operations will not be allowed on Tuesdays for Phases 1 and 2.**
- 14) Trash collection. Trash collection in this area is on Thursdays and will not be changed. The Contractor shall ensure streets and alleys affected by the work are accessible to the CITY's automated trash trucks on Thursdays. In alleys, Contractor shall be responsible to provide and maintain access to large trash containers during the course of the work. The CITY utilizes automated refuse and recycling vehicles. After collection, the CITY will attempt to place the trash containers on parkways and driveways and off of the roadway areas. In some cases, however, this may not be possible, and the Contractor will be responsible for moving the receptacles out of the way.
- 15) Stockpile area – Schedule shall indicate date for cleanup of stockpile area.

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

6-1.4 Updates. The Contractor shall submit 2 paper copies of the updated construction schedule to the Engineer on the first working day of each month.

If the Contractor decides to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

Full compensation for complying with all requirements of Section 6-1.4 Updates shall be considered as included in the lump sum bid price for "MOBILIZATION/DEMobilIZATION" in the Bid Schedule. If the Contractor fails to submit an updated Construction Schedule to the Engineer on the first working day of each month, the CITY will deduct one-fifth the amount of the Contract Unit Price for each work day after the due date, up to maximum of \$300, that each monthly schedule update is not submitted.

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 100 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 "\$3,000" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR. Add the following subsections:

7-2.3 Payrolls and Payroll Records. Payroll records are required for this project and shall be submitted, for each week for 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.

7-2.4 Subcontractor and DBE Records. At the completion of the contract if the Contractor does not submit its Subcontractor and DBE Records to the Engineer a retention in the amount of \$10,000 per record will be withheld from a progress payment for a late or missing record. A record shall be deemed as late or missing when not submitted to the Engineer within 15 calendar days from the completion of the contract. In addition, a non-refundable deduction of \$300 per record per day will be deducted from payments due the Contractor for each late or missing record. The \$300 non-refundable deduction per day will be incurred beginning on the first day the record 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.

Full compensation for complying with the above requirements shall be considered as included in the unit price bid for PERMIT COMPLIANCE.

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

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

7-8 PROJECT SITE MAINTENANCE.

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

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

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

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

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

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

7-8.6.1 NPDES General Permit, Notice of Intent (NOI) and Notice of Termination (NOT).

Construction activities including clearing, grading and excavating that result in land disturbances of equal to or greater than one acre are covered by the National Pollutant Discharge Elimination System General Permit No CAS000002 (General Permit). A copy of the General Permit and Notice of Intent are included in Appendix VI of these Specifications/Special Provisions.

This General Permit regulates pollutants in discharges of storm water associated with construction activity. To obtain authorization for proposed storm water discharges, pursuant to this General Permit, the Contractor must prepare a Notice of Intent (NOI) with a vicinity map and appropriate fee for submittal by the CITY to the State Regional Water Quality Control Board (SWQCB). The CITY shall sign the NOI, and the Contractor shall provide the check for the fee. Coverage under the General Permit shall not occur until the Contractor develops a Storm Water Pollution Prevention Plan (SWPPP), the SWPPP is approved by the CITY, and the NOI with map and fee are submitted to the SWQCB. The Contractor shall terminate coverage under the General Permit for a complete project by preparing a Notice of Termination (NOT) for the CITY to sign and submit to the Regional Water Quality Control Board (RWQCB) and when post construction storm water Best Management Practices (BMPs) are in place.

Full compensation for preparation of the NOI, NOT, vicinity map, required fees, construction, and post construction BMPs, sampling and analysis as required by the RWQCB and all other related costs shall be considered as included in the lump sum bid for STORMWATER CONTROL/BMPS/SWPPP.

7-8.6.2 Storm Water Pollution Prevention Plan (SWPPP). Construction activities covered by the General Permit require submittal by the Contractor of a Storm Water Pollution Prevention Plan (SWPPP) prior to the start of any clearing, demolition, grading or excavation. A Storm Water Pollution Prevention Plan (SWPPP) shall be defined as a report that includes site map(s), identification of construction and Contractor activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWPPP is intended to ensure that the Contractor will make every reasonable effort to prevent the pollution of water resources during the period of construction. The size and nature of this Contract place it under the regulations of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction Activity. In the State of California, these regulations are adopted by the State Water Resources Control Board. These regulations require a SWPPP for any work where clearing, grading, and excavation result in a land disturbance of one or more acres. As a result, the Contractor shall prepare, submit to the CITY for review and approval, and implement a SWPPP for this Contract in compliance with these regulations.

The handbooks specified in 7-8.6.3 shall be followed and adhered to in preparing the SWPPP. The SWPPP shall be prepared under the supervision of, and signed by, a Civil Engineer registered by the State of California. The SWPPP shall include and incorporate BMPs that address Contractor activities, erosion, and sedimentation control. The SWPPP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-site shall be completely covered with waterproof material and sand (or gravel) bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

If, during construction operations, field conditions change in a manner which, in the opinion of the Engineer, significantly deviates from how the SWPPP, as approved by the CITY, addressed the current construction operation, the Engineer may direct the Contractor to revise the current construction operation and/or the SWPPP. Such directions will be made in writing and will specify the items of work for which the SWPPP is inadequate. No further work on these items will be permitted until the Contractor revises the construction operations to the satisfaction of the Engineer and/or until the Contractor submits a revised SWPPP and receives CITY approval. The Engineer will notify the Contractor of the acceptance or rejection of the revised SWPPP within seven (7) working days from the date of submittal.

The SWPPP shall be submitted to the CITY for review and approval a minimum of fifteen (15) working days prior to the commencement of construction operations in accordance with 6-1 of these

Special Provisions. The SWPPP shall remain on the construction site while site is under construction, during working hours, commencing with the initial construction activity and ending with Notice of Termination.

Full compensation for preparation of the SWPPP, revisions to the SWPPP, and all other related costs shall be considered as included in the lump sum bid price for STORMWATER CONTROL/BMPS/SWPPP.

7-8.6.3 Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

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

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

The Contractor shall implement BMPs in conjunction with the following construction operation and activities:

CONSTRUCTION PRACTICES	Clearing, Grading and Excavating
	Water Conservation Practices
	Dewatering
	Paving Operations
	Structure Construction and Painting
MATERIAL MANAGEMENT	Material Delivery and Storage
	Material Use
	Spill Prevention and Control
WASTE MANAGEMENT	Solid Waste Management
	Hazardous Waste Management
	Contaminated Soil Management
	Concrete Waste Management
	Sanitary/Septic Waste Management
VEHICLE AND EQUIPMENT MANAGEMENT	Vehicle and Equipment Cleaning
	Vehicle and Equipment Fueling
	Vehicle and Equipment Maintenance

The Contractor shall implement the following BMPs in conjunction with the previously listed construction operation activities:

VEGETATIVE STABILIZATION	Scheduling of Planting
	Preservation of Existing Vegetation

	Temporary Seeding and Planting
	Mulching
PHYSICAL STABILIZATION	Geotextiles and Mats
	Soil Stabilizer/Dust Control
	Temporary Stream Crossing
	Stabilized Construction Roadway
	Stabilized Construction Entrance
RUNOFF DIVERSION	Sodding, Grass Plugging, and Vegetative Buffer strips
	Earth Dikes, Drainage Swales, and Lined Ditches
	Top and Toe of Slope Diversion Ditches/Berms
	Slope Drains and Subsurface Drains

VELOCITY REDUCTION	Flared Culvert End Sections
	Outlet Protection/Velocity Dissipation Devices
	Check Dams
	Slope Roughening/Terracing/Rounding
SEDIMENT TRAPPING	Slit Fences
	Straw Bale Barrier
	Sand Bag Barrier
	Brush or Rock Filter
	Storm Drain Inlet Protection
	Sediment Traps
	Sediment Basin

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

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

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, materials and incidentals, shall be considered as included in the lump sum bid price for STORMWATER CONTROL/BMPS/SWPPP.

Add the following subsections:

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

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

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

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

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.

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.

Topsoil shall be in accordance with 212-1.1.

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. Payment for such work shall be considered as part of MOBILIZATION/DEMOLITION.

7-9.5 Protection of Existing Pavement Surfaces from Tack Coat and Oil. When work requires the placement of a tack coat pursuant to Subsection 302-5.4, the Contractor shall protect existing pavement surfaces outside of the work limits from the spreading of tack coat and oil adhering to truck tires exiting work area. The protected area shall extend the full width of the street and be by either of the following methods:

- 1) The Contractor shall wet the existing pavement surface to a distance of ten (10) feet away from the work limit. The wetted area shall be maintained as such until placement of asphalt concrete pavement is completed; OR
- 2) The Contractor shall provide a thin spreading of sand or rock dust material to a distance of five (5) feet away from the work limit. The sand or rock dust area shall be maintained as such until placement of asphalt concrete pavement is completed. The Contractor shall be responsible to remove the sand or rock dust immediately after the placement of asphalt concrete pavement is completed.

7-9.6 Curb Addresses. The Contractor shall be responsible to repaint addresses (4-inch high black numbers on white background) on curb faces when printed addresses have been removed due to curb construction.

7-10 PUBLIC CONVENIENCE AND SAFETY.

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

Vehicular access to commercial, institutional and residential driveways shall be maintained to the property line except when necessary construction precludes such access. When the Contractor begins excavation of a driveway, safe access shall be provided within 4 hours and not later than the end of the same workday in which excavation began.

Add the following before the last paragraph:

The Contractor shall provide the necessary measures to prevent public access to private residences during removal and replacement of existing barrier structures, such as wood and chain link fences, during non-working hours.

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.

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide and maintain safe, adequate vehicular access to places of business and public gathering as stated herein below:

- (a) For each establishment (such as, but not limited to, gas stations, markets, and other "drive-in" business) on the corner of an intersection, which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street insofar as the access is affected by the Contractor's operations.
- (b) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to the entrance driveway and the exit driveway insofar as the access is affected by the Contractor's operations.
- (c) The Contractor shall provide vehicular access to all schools and parking lots including, but not limited to, apartment building parking lots.
- (d) The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies.
- (e) The Contractor shall make every reasonable effort to provide maximum access to churches on their Sabbath days. In addition, the Contractor shall not park or store equipment at the site of a church on its Sabbath days.
- (f) At least three (3) days prior to starting work in any location, the Contractor shall distribute written notices to all homeowners and residents that will be impacted by the work. The CITY will provide the notice.
- (g) The Contractor shall provide a minimum 1-inch thick temporary asphalt surface for an access ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.
- (h) The Contractor shall protect the work from traffic.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the Work, the Contractor shall obtain prior written approval of the Engineer.

Add the following subsections:

7-10.1.1 Traffic Control Plan. The approved TCP included in the Contract shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said Plan, unless otherwise approved by the Engineer shall constitute a breach of Contract.

The Contractor is hereby informed that for all lane closures required prior to the application of the ARHM surface course, the Contractor must provide reflectorized drums for all tapers, tangents and channelization. Cones and Delineators are prohibited.

On the day the Contractor installs the ARHM surface course, the Contractor shall remove the reflectorized drums and substitute with reflectorized delineators only. Reflectorized drums shall be prohibited as traffic control devices on the ARHM surface course.

Full compensation for complying with the submittal requirements, furnishing, placing and removing traffic control shall be on a lump sum basis per the Contract Unit Price.

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

- (a) Unless otherwise shown on the Traffic Control Plans, permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- (b) Torrance Fire Station #1 at the southwest corner of Crenshaw Boulevard and Carson Street has driveway access onto Crenshaw Boulevard that shall be maintained at all times. However, the Contractor is allowed to close half of the driveway at any time to excavate, prepare subgrade, place CMB, and install base paving on Crenshaw Boulevard. For the placement and cooling of the final ARHM surface course, the Contractor is allowed to fully close said driveway for not longer than 2 hours.
- (c) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC cross gutter with spandrels and integral curb in order to allow traffic flow and not close a street. A minimum lane width of 14 feet shall be provided over the steel plating.
- (d) For PCC construction of curb/gutter the Contractor may close the travel lane adjacent to the curb/gutter on a 24-hour basis for a consecutive period of no more than 9 calendar days. This is to allow adequate time for removal, pouring, curing and restoration of the 1-foot wide slot trench along the affected portion of work. Any lane closure that remains closed beyond the 9 calendar day period will be cause for the CITY to assess the Contractor a liquidated damage in the amount of \$1,500 per additional day for each lane closed. The Engineer will deduct the liquidated damage from a Progress Payment.
- (e) Any travel lane adjacent to the curb and within the work zone shall be, at a minimum, a twelve (12) foot-wide lane.
- (f) 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.
- (g) The Contractor must provide access through the work zone in non-working hours by means of temporary ramps. Open trenches shall either be covered by steel plates, or ramped with

crushed miscellaneous base. No drop-off at either transverse or longitudinal joints shall be allowed at any time. Temporary ramps, including those for driveway access, shall be constructed with either crushed miscellaneous base or temporary asphalt, as appropriate, with a minimum of 1" to 12" slope in both longitudinal and transverse directions.

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

7-10.1.3 Temporary Pavement Markings. If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the Work site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

Temporary lanelines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the Engineer, spaced approximately twenty-four (24) feet apart. A list of approved day/night reflectorized raised pavement markers may be obtained from the CITY.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately twenty-four (24) inches long and four (4) inches wide, spaced approximately twenty-four (24) feet apart.

Right edgelines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer.

All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

All costs associated with the above requirements shall be included in the Contract Unit Price for TRAFFIC CONTROL.

7-10.1.4 Temporary Pavement Markers/Delineation. Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions of Section 12-3.01, of the Caltrans Standard Specifications. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from responsibility as provided in 7-10 of these Special Provisions.

Whenever the work causes obliteration of pavement markers and/or delineation, the Contractor shall set in place temporary pavement markers/delineation prior to opening the traveled way to traffic. All pavement markers/delineation, including but not limited to lane lines, centerlines, directional arrows, pavement legends, etc, shall be provided at all times for traveled ways open to traffic.

All work necessary to establish temporary pavement markers/delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement markers/delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.

Temporary pavement markers/delineation shall be maintained until replaced with permanent pavement markers/delineation. Temporary pavement delineation shall be removed when 1) it conflicts with the permanent pavement delineation; 2) a new traffic pattern is established or 3) as determined by the Engineer.

Temporary pavement delineation shall consist of temporary reflective raised pavement markers placed on lane lines and centerlines at longitudinal intervals of not more than 24 feet apart. Temporary reflective raised markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the following or approved equal:

Apex Universal Product No. 2SCSM-1W or 2SCSM-2Y markers manufactured by Apex Universal, 11033 Forest Place, Santa Fe Springs, CA 90607, Telephone (562) 944 8878.

Flex-O-Lite Raised Construction Marker (RCM), manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123-0166, Telephone (800) 325-9525.

Temporary reflective raised pavement markers shall be placed as directed by the Engineer. Temporary reflective raised pavement markers shall be applied to the pavement surface with the adhesive in accordance with the manufacturer's instructions. Epoxy adhesive shall not be used to apply temporary reflective raised pavement markers in areas where the pavement will not be removed.

Temporary lane line or centerline delineation consisting of temporary reflective raised pavement markers placed on longitudinal intervals of not more than twenty-four (24) feet, shall be used on lanes opened to public traffic for a maximum of fourteen (14) days. Prior to the end of the fourteen (14) days the planned permanent pavement delineation, except permanent pavement markers, shall be placed. If the planned permanent pavement delineation, exclusive of permanent pavement markers, is not placed within fourteen (14) days, the Contractor shall provide, at its expense, additional temporary pavement delineation as directed by the Engineer. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent traffic lines as determined by the Engineer.

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

7-10.1.5 Temporary "No Parking" Signs (only needed north of Torrance Blvd on the east side of Crenshaw Blvd). 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.

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

7-10.1.6 (Omitted)

7-10.1.7 (Omitted)

7-10.1.8 Protection of Permanent Pavement Markings, Manholes, Valves. The Contractor shall protect in areas outside of the work zone, existing raised pavement markers, thermoplastic legends and markings. The Contractor shall cover and protect valve and manhole covers, utility caps, and similar items from damage.

The Contractor shall be responsible for replacing or restoring any damaged items to the satisfaction of the Engineer.

Full compensation for the items in this subsection shall be considered as included in the Contract Unit Price for Traffic Control.

7-10.3 Street Closures, Detours, Barricades. Add the following paragraph after the first paragraph:

In addition to the requirements of this subsection, the Contractor shall conform to the requirements for street closures, detours, and barricades as stipulated in the Special Provisions and Traffic Control Plans. However, deviations from the requirements stipulated in the Special Provisions may be permitted by the Engineer.

Replace the second paragraph with the following:

The Contractor shall notify the Engineer at least three (3) working days in advance of closing or partially closing any street or alley. In addition, the Contractor shall notify the Torrance Police Department at (310) 328-3456 and Torrance Fire Department at (310) 781-7040 at least three (3) working days in advance of such closing.

It shall be the Contractor's responsibility to allow passage of the Torrance Transit System coaches through the construction area at all times. The Contractor shall notify the Torrance Transit Department at (310) 618-6266 at least three (3) days prior to construction affecting bus stop zones to allow said Transit System to temporarily abandon and relocate bus stop zones within the construction area.

The Contractor shall immediately notify the above parties upon completion of the construction work and opening or reopening of any street or alley.

Add the following:

The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other devices necessary to control traffic as specified in the project plans and these specifications. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of

new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer.

Full compensation for furnishing, installing, maintaining and removing the above traffic control devices shall be considered as included in the Contract Unit Price for Traffic Control.

Where streets in which improvements are being constructed are specified hereinafter to be closed to through traffic, it shall be understood that such closures shall apply only to the portions of such streets where construction is actually in progress.

Revise the final sentence of the third paragraph to include:

Except as modified hereinafter or within the Special Provisions.

Add the following paragraph after the third paragraph:

The Contractor shall conform to Section 74.6.8 of the Torrance Municipal Code. In addition, the Contractor shall comply with directions from the Engineer to provide protection at excavations, trenches and/or other potentially hazardous construction areas. The Contractor shall be required to erect temporary railing (Type K) per Caltrans Standard Plan T3, five-foot high chain link fences, or equivalent protection, to completely enclose all open excavations over three feet (3') in depth. Fencing shall be approved by the Engineer, and provide adequate security. Fencing may be removed during working hours to the extent necessary to provide access and working room, in which case the Contractor shall provide equivalent security, to the satisfaction of the Engineer, during said periods. Any excavation not secured to the satisfaction of the Engineer shall be completely backfilled prior to the end of each day's construction activities. The Engineer may require additional security devices, lighting or other protection in addition to said fencing. Full compensation for furnishing, placing and removing temporary protection shall be considered as included in the price for the various items of work.

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, if plate installation by Method (2) described below, is used.
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:

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.

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).

Trench Width	Minimum Plate Thickness
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).

Add the following subsection:

7-15 PROJECT CONSTRUCTION SIGNS AND PORTABLE CHANGEABLE MESSAGE SIGNS.

The Contractor shall furnish and install four (4) Project Construction Signs at locations to be determined by the Engineer. The signs shall be in accordance with the samples shown in Appendix VII. Two signs are specifically related to the American Recovery And Reinvestment Act.

Full compensation for furnishing, installing, maintaining and removing signs will be made on the basis of the lump sum prices bid for "FURNISH AND INSTALL PROJECT CONSTRUCTION SIGNS" and FURNISH AND INSTALL SIGNS FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT.

The Contractor shall furnish and install four (4) Portable Changeable Message Signs (PCMS) on the construction site for use and relocation during construction. The CITY will allow only the following PCMS manufactures and models:

1. Manufactured by **Solar Tech** and be model MB2
2. Manufactured by **ADDCO** and be model DH500-ALS
3. Manufactured by **WANCO** and be model WVT3 Mini Three-Line Message

Contact BC Rentals at (714) 575-5020 or via <http://bctrffic.com/message-boards.htm> for rental or purchase information.

The Contractor shall install a locking device on each PCMS to prohibit access to the computer keyboard. The Contractor shall provide to the Engineer the key or combination to each locking device

and the computer password to each PCMS **OR** possess any equipment, on any working day, to enter or modify a message for each PCMS as directed by the Engineer. Contractor shall relocate each PCMS as directed by Engineer at no additional cost to the CITY.

Full compensation for furnishing, installing, maintaining, entering/modifying message screens, relocating on the job site and removing all PCMS will be made on the basis of the lump sum price bid for PORTABLE CHANGEABLE MESSAGE SIGNS.

If the Contractor does not possess the equipment or tools, or fails on any working day, to enter or modify a message for a PCMS, the Engineer may deduct \$50 per day, per each PCMS, from a Progress Payment until said message is entered or modified.

SECTION 9 – MEASUREMENT AND PAYMENT

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

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

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

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

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

9-3 PAYMENT.

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

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

Add the following:

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

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

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

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

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

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

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

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

9-4 CLAIMS.

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

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

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

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

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

Untreated base for pavement, curb, gutter, hardscape and other improvements shall be 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 for base courses shall be Class and Grade Type B-PG64-10.

203-11 ASPHALT RUBBER HOT MIX (ARHM) WET PROCESS.

203-11.3 Composition and Grading. Add the following:

Asphalt rubber hot mix wet process shall be Type ARHM-GG-C.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

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

210-1.6.1 General. Add the following:

All permanent striping and pavement markings shall be hot applied alkyd thermoplastic in accordance with the provisions of Section 84-2.02 of the Caltrans Standard Specifications (latest edition).

210-1.6.2 Thermoplastic Paint, State Specifications. Replace the entire subsection with the following:

Thermoplastic traffic stripes and pavement markings shall conform to the provisions of Section 84 of the Caltrans Standard Specifications (latest edition). Contractor shall paint a solid black stripe between all double thermoplastic striping.

SECTION 214 – PAVEMENT MARKERS

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

85-1.05 Reflective Pavement Markers.

85-1.055 Adhesives. Add the following:

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

<u>ASTM Test Specification</u>	<u>Method</u>	<u>Requirement</u>
Flash Point, COC °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Viscosity, 400° F	D 2196	3,000-7,500 cP
Penetration, 100g 5 sec., 77° F	D 5	10-20 dmm
Filler Content, % by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	50-75

SECTION 217 – SIGNAGE

217-1 ROADSIDE SIGNS. All roadside signs shall conform to the provisions of Section 56-2 of the Caltrans Standard Specifications amended as follows:

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

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

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

PART 3 – CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.3 Removal and Disposal of Materials.

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

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

- 1) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.

- 2) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- 3) The Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.
- 4) All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.
- 5) The limits for curb and gutter and driveway shown on the Plans are approximate. Prior to making removals, the Contractor shall meet with the Engineer to verify the limits of removals, locations of joins, to establish smooth joins and to ensure proper drainage. The Contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage can be achieved and it has obtained prior written approval from the Engineer. **The limits for sidewalk are not shown on the Plans and will be marked by the City.**
- 6) In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the Pre-Construction Meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.3.2 Requirements.

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

Add the following subparagraph (d):

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

Add the following section:

300-1.3.3 Construction and Demolition Debris Recycling.

General.

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

Definitions.

"Construction and Demolition Debris or Debris" means materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup and are considered solid waste pursuant to Section 40191 of

the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones and wood waste.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recycling Summary.

The Contractor shall prepare and submit a Recycling Summary report using the form included as Appendix IV summarizing the disposal, reuse, and/or recycling activities which occurred throughout the Contract duration. This report shall be submitted by the Contractor to the Agency, before or with its request for the final Progress Payment for said Contract.

Failure of the Contractor to submit the Recycling Summary within the time specified will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For failure to submit the Recycling Summary, as required, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$10,000 for a contract of \$500,000 or more. The Contractor shall pay to the Agency, or have withheld from monies due it, 2% of the total contract amount for a contract of \$499,999 or less.

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$10,000 (2% for contracts \$499,999 or less) is the minimum value of the costs and actual damage caused by the failure of the Contractor to submit the Recycling Summary within the time specified. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor.

Payment.

The cost of construction and demolition debris recycling and completing the Recycling Summary report shall be considered as included in the Contract Unit Price for the various Bid items. The quantities reported will be used for information gathering purposes and not for purposes of payment to the Contractor.

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

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

- a) **Bituminous Pavement.** Payment for the removal and disposal of bituminous pavement for construction of local depression, alley intersection and cross gutters/spandrels shall be considered as included in the Contract Unit Price for the appurtenant items of work, and

shall include sawcutting, removal of underlying subgrade and base, disposal, subgrade preparation and compaction, labor and equipment.

- b) **Concrete Curb, Walk, Gutters and Driveways.** Payment for removal and disposal of concrete curb, curb and gutter, walk, and driveways shall be included in the Contract Unit Price for the appurtenant items of work. Removals shall include sawcutting, root pruning, complete removal of underlying subgrade and base, subgrade preparation and compaction, disposal, and all labor and equipment necessary to complete the required removal.
- c) **Miscellaneous Removal and Relocations.** Payment for miscellaneous removals and relocations shall be per the Contract Unit Price, and shall include full compensation for excavation, backfilling, grading, trimming plants, import if required, placing of top soil, disposing of surplus material and appurtenant work.
- d) **Painted Curb.** There is no separate payment for removal of paint on concrete curb. Full compensation for furnishing all labor, materials, equipment, tools and incidentals as shown on the Plans, and as specified in these Special Provisions shall be included in the prices bid for appurtenant work.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2 Unsuitable Material.

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

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

Payment for unsuitable material excavation and backfill shall be measured and paid for as Unclassified Excavation and Crushed Aggregate Base, respectively.

300-2.9 Payment. Add the following:

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

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

301-2 UNTREATED BASE.

301-2.1 General. Add the following:

Base is required under all PCC and AC improvements as shown on the Plans. Additional base may be required after review of work areas following removals. Prior to constructing new improvements, the Contractor shall verify with the Engineer that the base sections as shown on the

Plans (including areas where no base is called for) are adequate. Payment for any changes shall be made pursuant to Section 3.

A minimum of 8-inches CMB shall be placed under curb, curb and gutter, cross gutters, spandrels and concrete bus pads. A minimum of 6-inches CMB shall be placed under driveways (includes portion to right-of way/property line), alley intersections, local depressions, stained median concrete (maintenance vehicle pullouts) and AC or PCC pavement on private property as part of driveway reconstruction. A minimum of 4-inches CMB shall be placed under sidewalks, access ramps and stained median concrete (noses and mow strip).

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

Payment for construction of CMB under AC pavement, cross gutters and bus pads including preparation of subgrade and compaction of base course shall be per the Contract Unit Price per ton.

Payment for construction of CMB under curb, curb and gutter, driveways, local depressions, sidewalks, stained median concrete paving and access ramps shall be considered as included in the unit price bid for the item of work and no additional compensation will be allowed therefore.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

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

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

302-5.2 Cold Milling Asphalt Concrete Pavement.

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

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

Add the following paragraph:

The Contractor shall apply any AC base course and AC leveling course at least one day prior to placing ARHM overlay. Payment for AC base course and AC leveling course shall be per the Contract Unit Price per ton complete in place for Asphalt Concrete Pavement.

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

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

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

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

Add the following paragraph:

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

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

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

Fully automatic screeds will be required on this Project. A fully automatic screed shall have a sled, 9.1m (30 feet) in length, on the side of the machine which will receive the next mat of material. A joint maker, ski, etc., placed on the side of the machine to ride on the existing or previously constructed surface or mat of asphalt concrete material may be required as directed by the Engineer.

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

TABLE 302-5.5(A)

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

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

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

Add the following subsection:

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

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

302-9 ASPHALT RUBBER HOT MIX (ARHM). Add the following:

The Contractor shall pave the roadway within the limits indicated in these special provisions or staked in the field with asphalt rubber hot mix (ARHM-GG-C) in accordance with Section 302-9 of the standard specification. Roadways to receive full-width cold milling shall be resurfaced within the same work week.

The thickness of ARHM shall be as specified on the plans and specifications. The Engineer will strictly enforce conformance to this thickness. Any deviation from this thickness resulting in additional tonnage shall be at the Contractor's expense unless otherwise approved by the Engineer.

Add the following subsection:

302-9.7 Measurement and Payment. Payment for Asphalt Rubber Hot-Mix (ARHM) shall be per the Contract Unit Price per ton, and shall include preparation, tack coat, asphalt rubber hot mix, header paving, labor, equipment, and all other work necessary to install complete in place.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements.

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

Concrete curbs, gutters, curb and gutters, sidewalks, walks, cross gutters, alley intersections, access ramps, driveways, shall be constructed of Portland cement concrete of the class, compressive strength and other requirements prescribed in 201-1.

Replace the first sentence of the second paragraph with the following:

Unless otherwise specified on the Plans, and except as otherwise prescribed in 303-5.1.3 under the heading "Driveway Entrances," the minimum thickness of walks shall be 3-1/2 inches.

303-5.5. Finishing.

303-5.5.2 Curb. Add the following:

Unless otherwise approved by the Engineer, the entire affected concrete curb, gutter, cross-gutter, or spandrel portion shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the affected area to be removed. Where applicable, the Contractor shall reconstruct this one (1) foot wide section either with a 4-inch thick section of AC pavement (C2-AR4000) on a 10-inch thick section of untreated Base OR with a 2-inch thick section of AC pavement (C2-AR4000) on a 4-inch thick section of 2-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base.

303-5.5.5. Alley Intersections, Access Ramps, and Driveways. Add the following:

Unless otherwise approved by the Engineer, the entire affected curb and gutter portion shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the PCC gutter. Where applicable, the Contractor shall reconstruct this one (1) foot wide section either with a 4-inch thick section of AC pavement (C2-AR4000) on a 10-inch thick section of untreated Base **OR** with a 2-inch thick section of AC pavement (C2-AR4000) on a 4-inch thick section of 2-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base. No extra payment will be allowed for the PCC spandrel construction.

PCC Access Ramps shall be constructed at locations shown on the Plans and per SPPWC Standard Plan No. 111-3, included in Appendix III.

Access ramps constructed in existing curb returns may obliterate survey tie points. The Contractor shall give a minimum of three (3) work days advance notice of each location to the Engineer prior to removals so the CITY may reestablish the existing survey tie points.

Detectable Warning Surface. Access ramps shall have a prefabricated detectable warning surface ("DWS") installed with dimensions of 36-inches by 48-inches. The DWS shall be installed in accordance with either the State of California's 2006 Revised Standard Plan RSP A88A or the SPPWC Standard Plan No. 111-3, as called out on the plans, and comply with the requirements of the Americans with Disabilities Act (ADA). Detectable warnings shall consist of raised truncated domes with a base diameter of nominal 0.9 in (23 mm), a height of nominal 0.2 in (5 mm) and a center-to-center spacing ranging from a consistent 1.67 in (43mm) for all spacings to 2.35 in (60 mm) for all spacings.

The detectable warning surface shall be the 1/8-inch thick Surface Applied Panel System with Beveled Edges as produced by ADA Solutions, Inc., (800) 372-0519, www.adatale.com. Local distributors are: HUB Construction Specialties, Inc., Glendale, CA, (800) 889-4482 and HCS-Cutler, Lawndale, CA (310) 973-2018. The color of the detectable warning surface shall be Gray Munsell Color Notation 10BG 3/1. The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions. The manufacturer shall provide a 5-year warranty,

guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience or attachment. The warranty period shall begin on the date of acceptance of the Contract.

Driveways shall have a concrete thickness of 4 inches for single family residences and 6 inches for all other areas.

Work Requested by a Property Owner. The Contractor is allowed to perform work which is not a part of this Contract and in the project area if the work is requested, and paid for, by a property owner provided that:

- a. The Contractor shall inform the Engineer of the nature, quantity and location of the work requested by the property owner; and
- b. The requested work does not impact the schedule or cost of the contract work; and
- c. The Property owner and Contractor are required to obtain all permits for requested work; and
- d. The Contractor is required to obtain all inspections and approvals.

303-5.7 Repairs and Replacements. Add the following:

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

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

Payment for concrete curb and curb and gutter (excluding integral curb and curb/gutter associated with driveways, alley intersections and cross-gutters) shall include all joints and keyways, Base, adjacent AC pavement reconstruction, protection of existing trees, parkway restoration, repainting of addresses on curb faces where painted addresses have been removed due to new curb construction and repainting of red curb (top and face) where red curb has been removed due to new curb construction and shall be per the Contract Unit Price per linear foot.

Payment for curb and curb gutter transitions to match existing and mountable curbs at connection points and maintenance vehicle pullouts will be measured and paid for as the standard curb or curb and gutter adjacent to the transitions.

Payment for concrete walks, sidewalks shall include all joints as shown in standard plans and construction details and shall include protection of existing trees, parkway restoration, Base and shall be per the Contract Unit Price per square foot.

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

Payment for reconstruction of the 1' wide slot patch adjacent to areas of replaced concrete curb and gutter and existing asphalt concrete pavement shall be included in the unit bid price for "CONSTRUCT A2-8 CURB".

Payment for Access ramps with integral retaining curb for access ramps shall be per the Contract Unit Price per CONSTRUCT ACCESS RAMP, CASE B TYPE 1, PER SPPWC STANDARD PLAN

111-3.

Payment for furnishing and installing detectable warning surfaces will be made at the Contract Unit Price per each for "DETECTABLE WARNING SURFACE" and includes all labor, materials and equipment listed in the manufacturer's instructions/installation procedure.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-7 CURB DRAINS. Add the following:

The Contract Unit Price for "RECONSTRUCT CURB DRAIN IN KIND" shall include full compensation for constructing the curb drain complete in place, as shown on the Plans. Said Contract Unit Price shall include, but not be limited to, construction of the inlet and pipes or culvert, connections to existing pipes, and assurance that said outlet has positive drainage flow.

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 furnishing and installing traffic signal inductive loop detectors as shown on the Plans, and as specified in these Special Provisions.

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

86-1.04 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.

86-2 MATERIALS AND INSTALLATION.

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

No splicing shall be permitted except for signal and lighting commons. All conductors shall extend from the cabinet to the terminal compartment in each pole.

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".

86-5 DETECTORS.

86-5.01 Vehicle Detectors.

86-5.01A Inductive Loop Detectors.

Inductive Loop Detectors shall be Type E per Caltrans Standard Plan ES-5B, included in Appendix V.

86-5.01A(4) Construction Materials. Replace the first paragraph with the following:

Conductor for each inductive loop detector shall be continuous and unspliced and shall conform to the following:

Type 1 loop wire shall be Type RHW-USE neoprene-jacketed or Type USE cross-linked polyethylene insulated, No. 12, stranded copper wire. The minimum insulation thickness at any point shall be 40 mils.

86-5.01A(5) Installation Details. Add the following:

Asphaltic emulsion sealant shall be used in all sawcuts.

The Contractor shall test the detectors with a motor-driven cycle, as defined in the California Vehicle Code that is licensed for street use by the Department of Motor Vehicles of the State of California.

The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at no less than three miles per hour and no more than seven miles per hours. The detector shall provide an indication in response to this test.

86-8 PAYMENT.

86-8.01 Payment. Replace the entire subsection with the following:

Payment for inductive loop detectors shall be per the Contract Unit Price for FURNISH AND INSTALL TRAFFIC SIGNAL INDUCTIVE LOOP DETECTORS and shall include full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing inductive loop detectors as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

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

SECTION 310 – PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting Traffic Striping, Pavement Markings and Curb Markings. Delete the entire subsection 310-5.6 and replace with Sections 84-1 and 84-2 of the Caltrans Standard Specifications.

The Contractor shall paint red curb markings as shown on the signing and striping plans. When street addresses painted on curb faces have been eliminated due to work associated with this contract, each street address shall be restored by painting on the face of new curb. Background shall be white in color and address numbers shall be black in color and 4 inches in height. Existing paint markings on curbs shall be removed prior to applying the new paint markings.

84-1.01 Description. Replace the first two paragraphs with the following:

This work shall consist of applying thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications and Special Provisions.

The thermoplastic material shall conform to the provisions of 84-2.02 of the Caltrans Standard Specifications.

84-2.06 Payment. Replace the entire subsection with the following:

Payment for traffic striping, pavement marking, and curb markings shall be on a lump sum basis per the Contract Unit Price for TRAFFIC STRIPING, PAVEMENT MARKINGS, CURB MARKINGS; AND RAISED REFLECTIVE PAVEMENT MARKERS and shall include full compensation for furnishing all labor, materials, equipment, tools and incidentals, necessary to complete the Work.

All costs for establishing alignment of traffic stripes, pavement markings, layout, temporary pavement painting, and sandblasting of existing lines and markings shall be included and no extra costs will be allowed.

Add the following subsections:

SECTION 312 – PAVEMENT MARKER PLACEMENT AND REMOVAL

Delete the entire Section 312 and replace with Sections 85-1.06, 85-1.07 and 85-1.09 of the Caltrans Standard Specifications.

85-1.06 Placement. Add the following:

The solid 4" white lines at intersections shall have a marker installed at each end. These markers shall be placed on the line.

Markers shall not be installed on bike lane striping.

85-1.09 Payment. There shall be no separate payment for pavement markers. Full compensation for furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved in furnishing and placing pavement markings, complete in place, including adhesives and establishing alignment for pavement markers, as shown on the Plans, and as specified in these Special Provisions shall be considered as included in the lump sum Contract Unit Price for TRAFFIC STRIPING,

PAVEMENT MARKINGS, CURB MARKINGS; AND RAISED REFLECTIVE PAVEMENT MARKERS as described in Section 84-2.06 of these Special Provisions.

SECTION 315 – SIGNAGE

Add the entire Section 315.

315.1 ROADSIDE SIGNS.

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

All signs shown on the signing and striping plans shall be new signs provided and installed by the Contractor, except for existing signs specifically indicated to be relocated or to remain.

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

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

Delete the entire subsection 56-2.05.

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

Bid Item #40 for furnishing and installing new roadway signs is included in the Bidder's Proposal, and may be included in the contract awarded of this project, if funds are available. The amount listed is an estimated allowance and is not necessarily the amount that would be paid to the Contractor. The amount to be paid to the Contractor shall be the actual cost plus markup and based on either a negotiated fee or force account work. The Contractor shall be solely responsible for any fee charged to re-inspect rejected or incomplete work.

SECTION F

FEDERAL REQUIREMENTS AND LOS ANGELES COUNTY FEDERAL WAGE RATES

In July 2009, a new Office Bulletin (DLA-OB 09-03 - Using the Internet for Federal Wage Rates) was posted on the State's Local Assistance "Publications" website at <http://www.dot.ca.gov/hq/LocalPrograms/public.htm>

Change:

During the advertising period, the applicable federal wage rates no longer need to be physically included in the advertising package for local agency Federal-aid contracts. However if not physically included in the advertising package, the applicable federal wage rates must be referenced with an Internet Website address where they can be found.

The City of Torrance hereby notifies prospective bidders that the applicable federal wage rates for this project can be found at <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>

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

Impacts:

This Office Bulletin supersedes Chapter 12, Section 12.9 (Federal Wage Rates), Exhibit 12-D (PS&E Checklist), and Exhibit 12-E (PS&E Checklist Instructions) of the Local Assistance Procedures Manual.

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

CONTRACTOR INFORMATION ON FILE

Name: _____

Address: _____

City/State: _____

Zip: _____

Phone: _____

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

Underground Service Alert
Call 1-800/227-2600

USA I.D.#: _____

State License #: _____

Class: _____ Exp. Date: _____

City Business#: _____

Workers Comp. #: _____

Exp. Date: _____

JOB LOCATION/ADDRESS

(or closest street address)

Please list cross streets: _____

DESCRIPTION OF WORK

Lin/Ft Trench _____

Width of Trench _____

Lin/Ft Curb & Gutter _____

Lin/Ft Bore _____

Sewer Connection _____

Number of Curb Drains _____

Sq/Ft Asphalt _____

Sq/Ft Concrete _____

Sq/Ft Dirt _____

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

Applicant or Authorized Signature: _____

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

Contractor Qualification List

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

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

**NOTICE
CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT/
ENGINEERING DIVISION
NEW INSURANCE REGULATIONS**

The City of Torrance Community Development Department/Engineering Division will be requiring proof of liability insurance from each contractor applying for a Construction & Excavation permit to work in the public right-of-way or in a public easement beginning October 1, 2001. Insurance shall cover contractor and vehicles used in the construction. The attached requirements dated September 20, 2001 will detail the insurance limits.

All insurance certificates shall have an additional clause that states: "The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer" as additional insured.

Contractors should bring in proof of insurance at the time of application for permit. For major companies that are self-insured, a letter stating this fact and signed by an officer of the firm will be acceptable. Annual insurance may also be kept on file for contractors working periodically within the City of Torrance.

If you have any questions, please contact the Engineering Division Permit Counter at 310-618-5898.

JEFFERY W. GIBSON
Community Development Director
City of Torrance

EFFECTIVE 8/11/03

8/11/03

CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT/
ENGINEERING DIVISION

PERMIT APPLICATION FORM
INSURANCE REQUIREMENTS

Any entity performing work on City streets, right-of-way, and property must comply with the following requirements.

1. TYPE OF INSURANCE

Any entity performing work must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

- General Liability including coverage for premises, products and completed operations, underground hazards, independent contractors, personal injury and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
- Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence AND; Primary Property Damage with limits of at least \$500,000 per occurrence, OR
 - Combined single limits of at least \$1,000,000 per occurrence.
- Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

2. CERTIFICATES

- Certificates or an attached endorsement must be provided that contains the following provisions:
 - The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
 - The insurance policies required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days written notice to the City.

3. FILING REQUIREMENTS

- Certificates of insurance and/or endorsements must be provided to the Community Development Department, Permits and Records Section, 3031 Torrance Blvd., Torrance, CA 90503, prior to the issuance of the permit.

4. ADDITIONAL REQUIREMENT

- Insurance required of any entity performing work will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City's Risk Manager.

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

FOR OFFICIAL USE ONLY

1 LICENSE NO _____
 2 CATEGORY NO _____
 HEALTH PERMIT _____ N.A. C.S. CODE _____



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

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

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

3 BUSINESS NAME OR DBA _____
 4 CORPORATE NAME (DIFFERENT FROM ABOVE) _____
 5 BUSINESS ADDRESS _____ SUITE # _____ CITY _____ STATE _____ ZIP _____
 6 MAILING ADDRESS _____ SUITE # _____ CITY _____ STATE _____ ZIP _____
 7 NATURE OF BUSINESS (state type of business being conducted at this location) _____
 8 NO. OF PERSONS WORKING AT LOCATION _____
 9 BUSINESS PHONE _____
 10 NAME OF PERSON MAKING APPLICATION (must be an owner, partner, or corporate officer) _____
 11 TITLE _____
 12 HOME PHONE _____
 13 RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP _____
 14 DRIVER'S LICENSE NO _____
 15 STATE SALES TAX NO _____
 16 STATE CONTRACTOR'S LICENSE NO _____
 17 SQUARE FOOTAGE _____
 18 SOCIAL SECURITY NO _____
 19 FED TAX ID# _____
 20 STATE TAX ID# _____

21 OWNERSHIP INFORMATION PARTNERSHIP CORPORATION SOLE OWNERSHIP

NAMES OF OWNER, PARTNERS, OR PRINCIPAL OFFICERS _____ TITLE _____ HOME ADDRESS _____ HOME PHONE _____

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

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

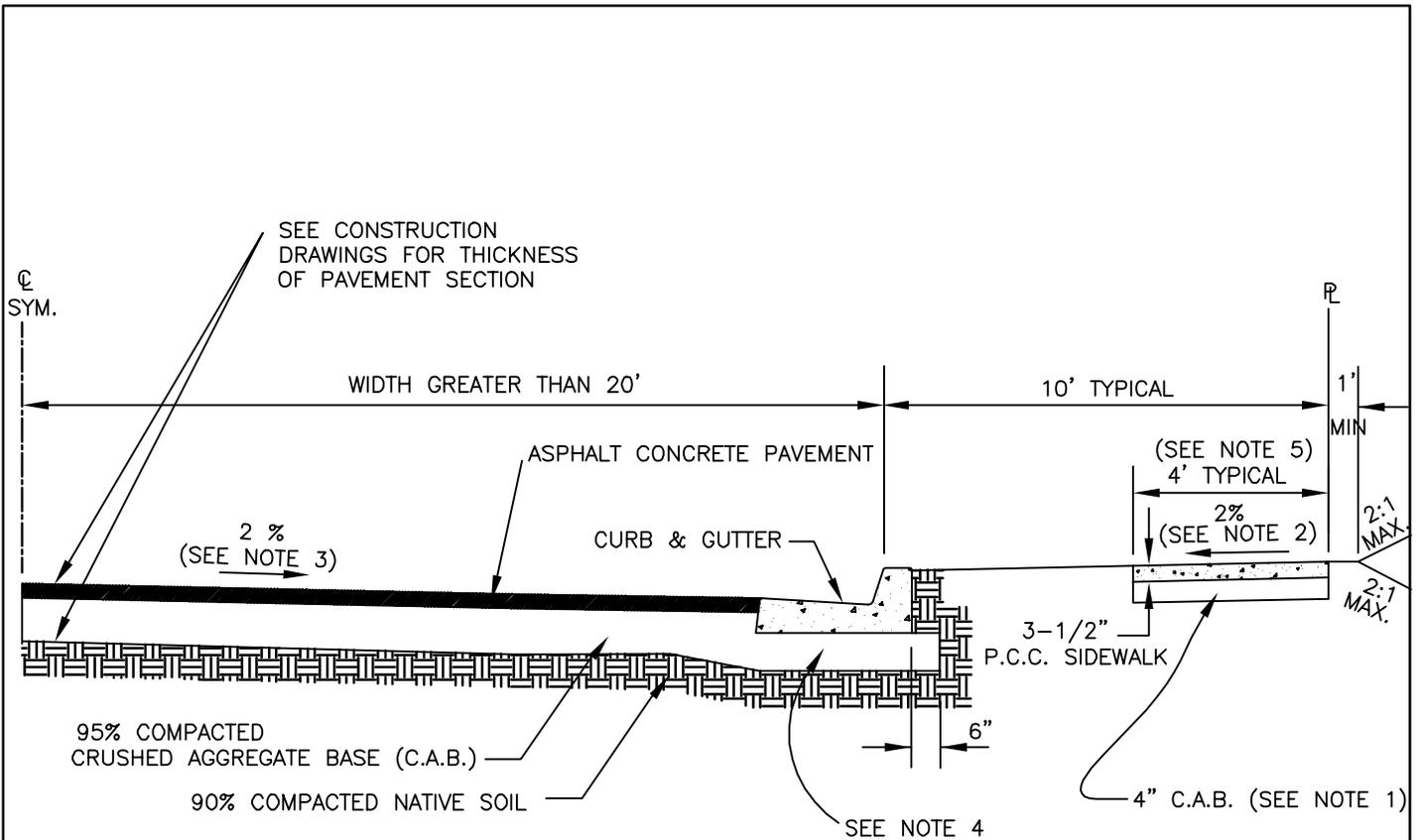
SIGNATURE _____ DATE _____

PART II. FOR OFFICIAL USE ONLY

BASIC FEE _____ APPLICATION SENT FOR ZONING? YES NO PROCESSING FEE _____ FRENCH FEE _____ OTHER _____
 PER PERSON FEE _____ OTHER (cont'd) _____
 PENALTY FEE _____ HOLD YES NO ENT FEE _____ DANCE/PARTY FEE _____
 RECEIVED BY _____ DATE _____ CHECK NO _____ BANK NO _____ CASH _____ TOTAL AMOUNT \$ _____

APPENDIX II

CITY OF TORRANCE STANDARD PLANS



COLLECTOR

NOTES:

1. THE BASE MAY BE OMITTED UNDER SIDEWALK IF SUBGRADE IS SANDY SOIL.
2. TYPICAL - MAY VARY 0.5% MIN. TO 2% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
3. TYPICAL - MAY VARY 1% MIN. TO 4.0% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
4. THICKNESS OF BASE REQUIRED UNDER CURB & GUTTER SHALL BE 8" ON CLAYEY SOILS AND 6" ON SANDY SOIL.
5. IF SIDEWALK IS ADJACENT TO CURB, SIDEWALK WIDTH SHALL BE 5' MINIMUM AND HAVE 4' CLEAR AROUND ANY OBSTRUCTION. ALSO SEE T108 AND T109.

CITY OF TORRANCE - ENGINEERING DEPARTMENT

DATE ISSUED
16 NOV 1998

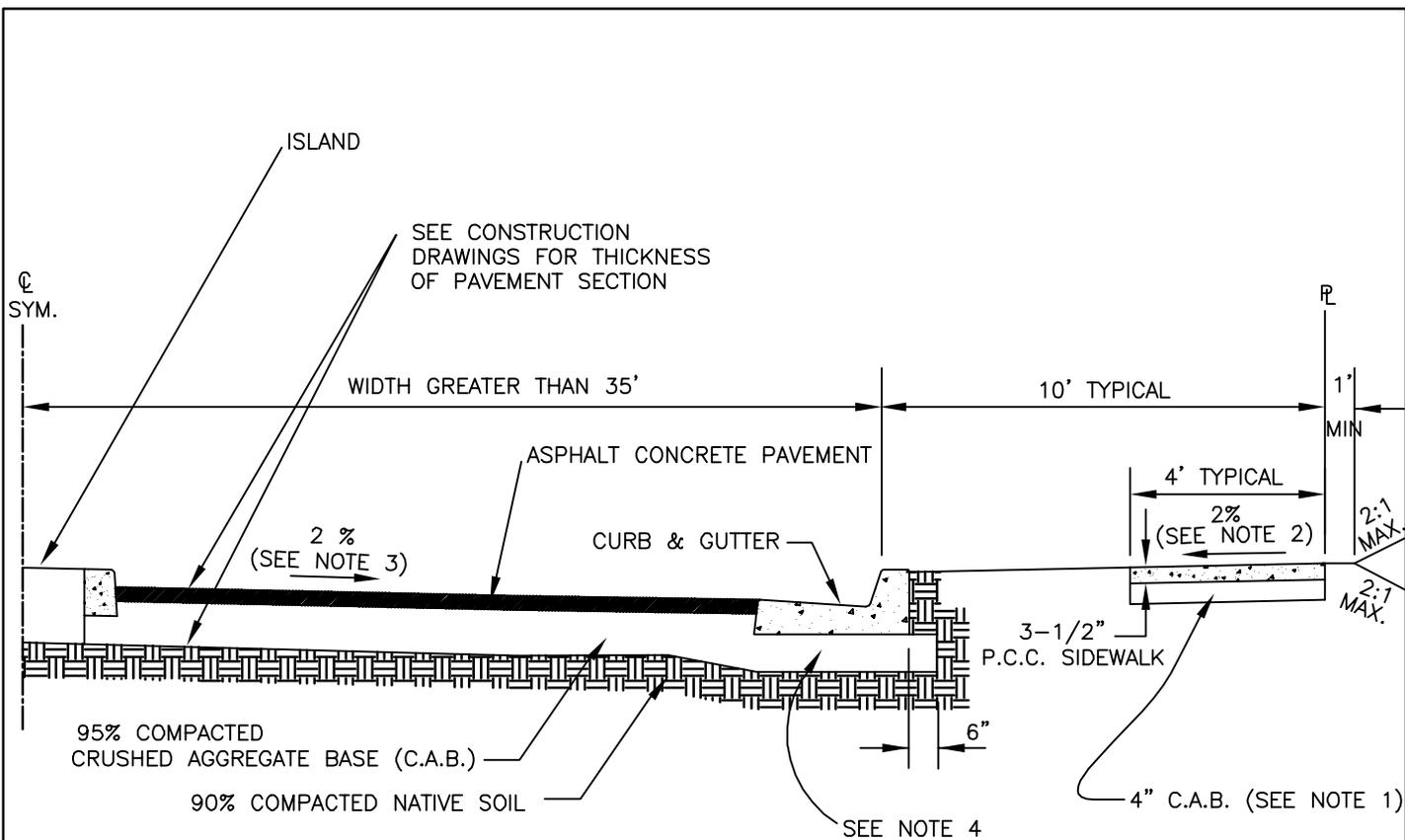
TYPICAL SECTION COLLECTOR AND ARTERIAL STREET

STANDARD NO.
T103-2

RICHARD W. BURTT
ENGINEERING DIRECTOR
R.C.E. NO. 32862



SHEET 1 OF 2



MINOR AND MAJOR ARTERIAL

NOTES:

1. THE BASE MAY BE OMITTED UNDER SIDEWALK IF SUBGRADE IS SANDY SOIL.
2. TYPICAL - MAY VARY 0.5% MIN. TO 2% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
3. TYPICAL - MAY VARY 1% MIN. TO 4.0% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
4. THICKNESS OF BASE REQUIRED UNDER CURB & GUTTER SHALL BE 8" ON CLAYEY SOILS AND 6" ON SANDY SOIL.

CITY OF TORRANCE - ENGINEERING DEPARTMENT

DATE ISSUED
16 NOV 1998

TYPICAL SECTION COLLECTOR AND ARTERIAL STREET

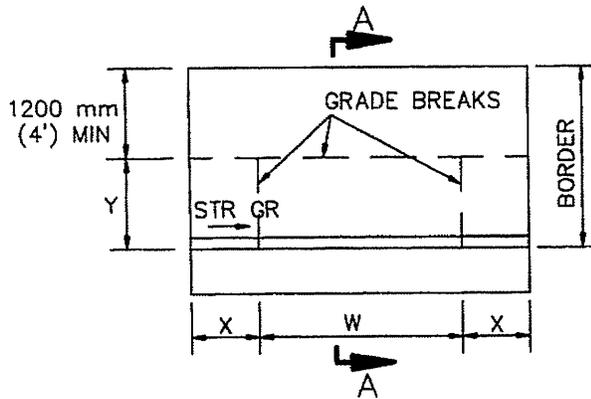
STANDARD NO.
T103-2

RICHARD W. BURTT
ENGINEERING DIRECTOR
R.C.E. NO. 32862

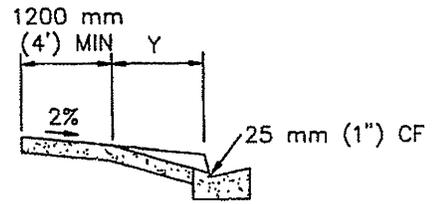
SHEET 2 OF 2

APPENDIX III

**STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
(SPPWC)**



TYPE A

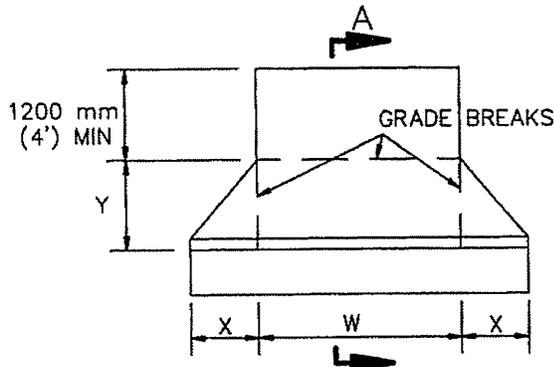


SECTION A-A

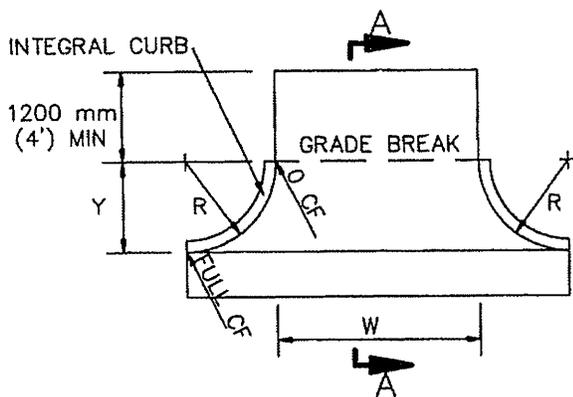
CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3'-0")	1200 (4'-0")
175 (7")	1050 (3'-6")	1425 (4'-9")
200 (8")	1200 (4'-0")	1700 (5'-8")
225 (9")	1350 (4'-6")	1950 (6'-6")
250 (10")	1500 (5'-0")	2175 (7'-3")
275 (11")	1650 (5'-6")	2400 (8'-0")
300 (12") or more	1800 (6'-0")	2625 (8'-9")

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT APPROXIMATELY 3000 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.



TYPE B



TYPE C

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

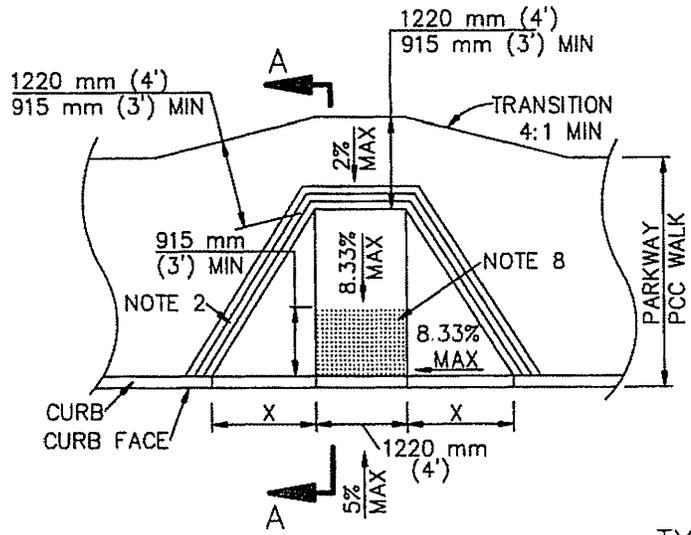
PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV 1985

DRIVEWAY APPROACHES

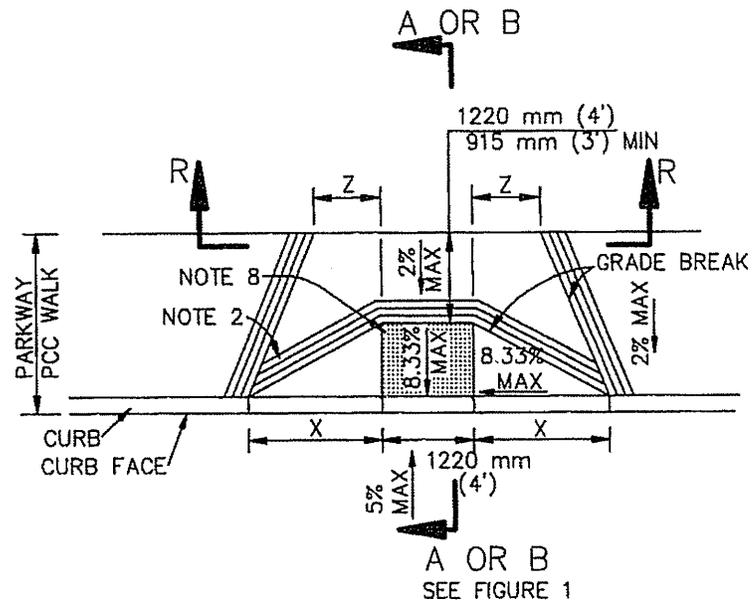
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
METRIC
110-1

SHEET 1 OF 1



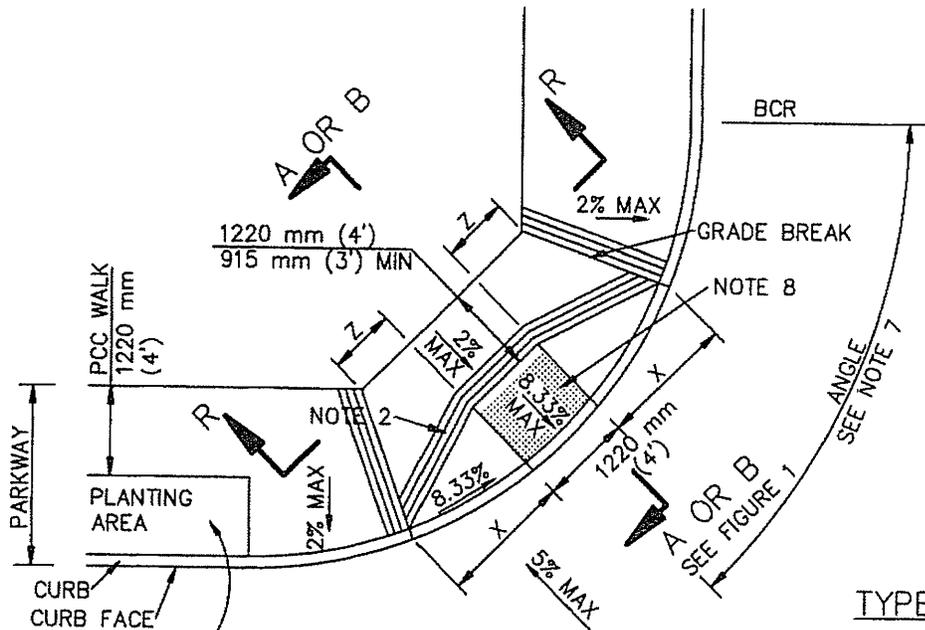
TYPE 1



TYPE 2

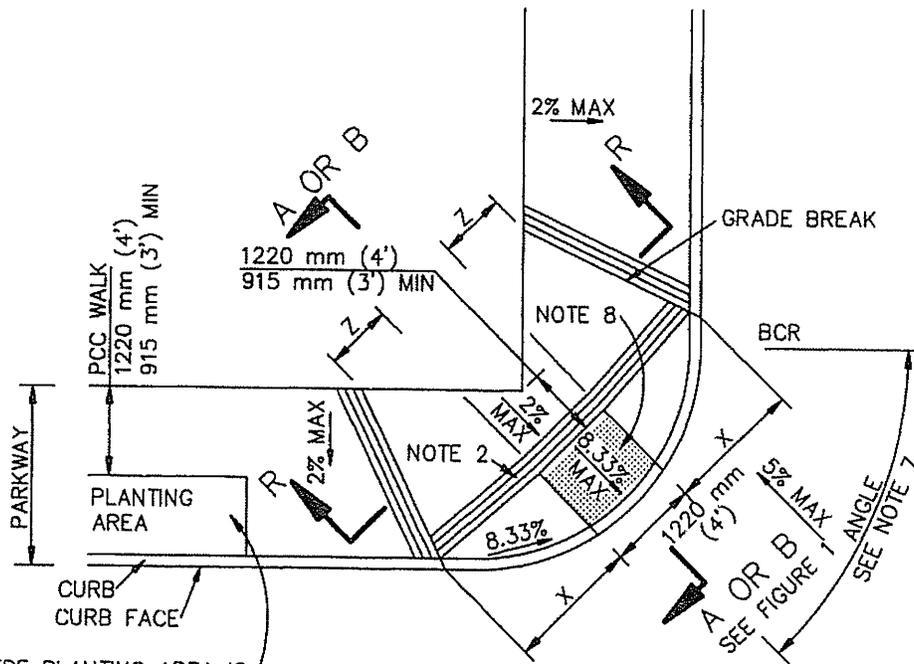
CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC GREENBOOK COMMITTEE 1992 REV 1998, 2000, 2005	CURB RAMP	STANDARD PLAN METRIC 111-3
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION		SHEET 1 OF 10



TYPE 3

WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6



TYPE 4

WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6

CASE A

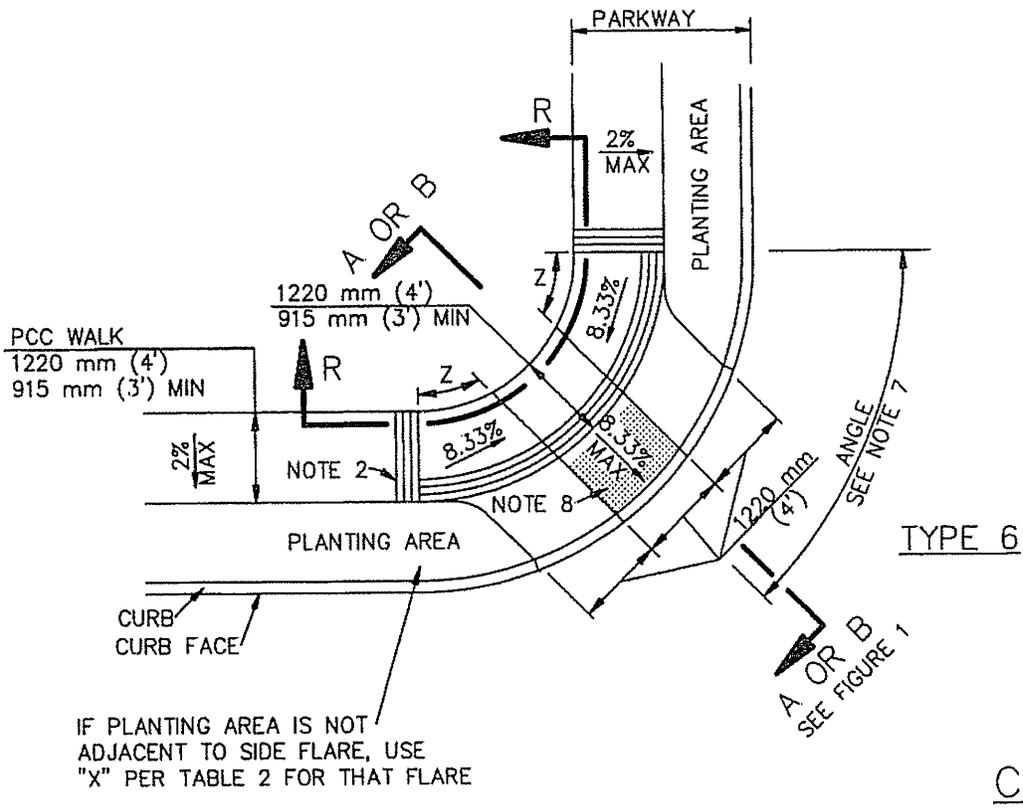
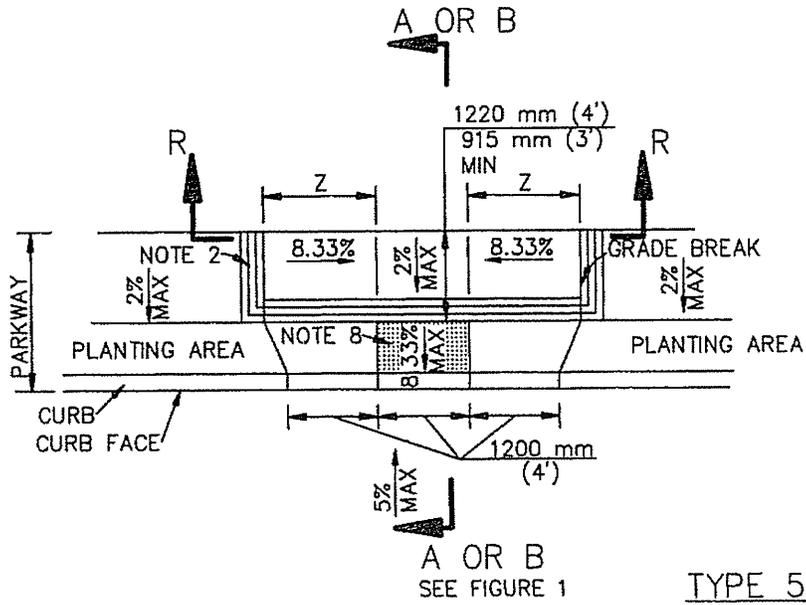
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

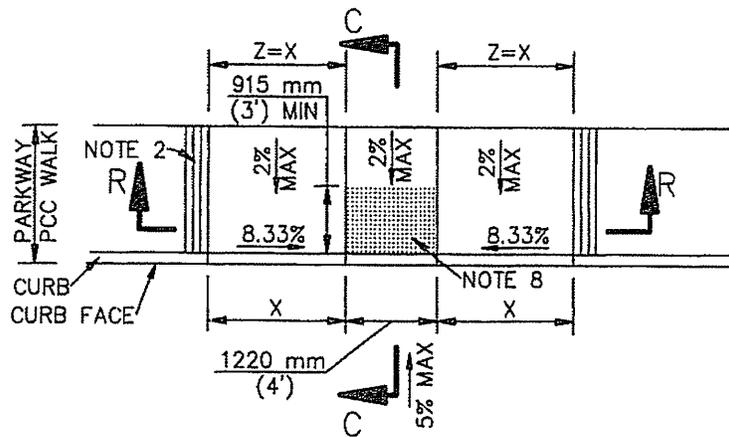
CURB RAMP

STANDARD PLAN
METRIC

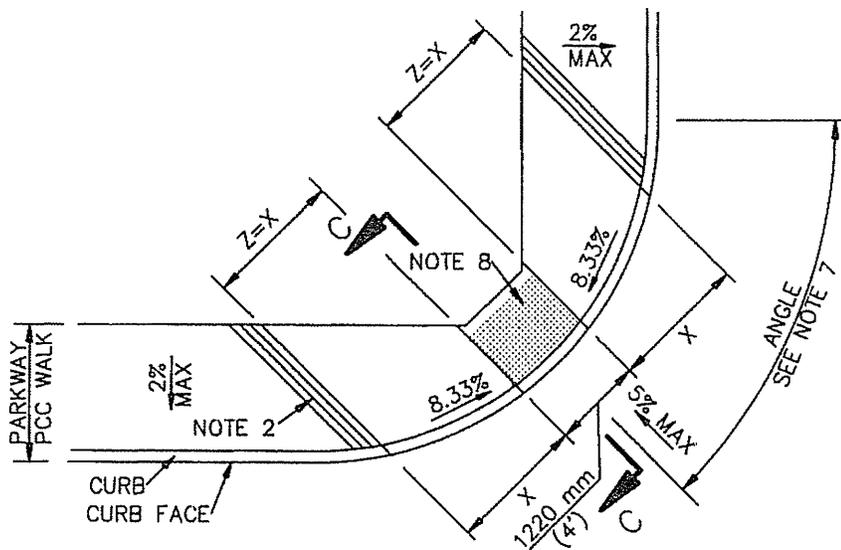
111-3

SHEET 2 OF 10





TYPE 1



TYPE 2

CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

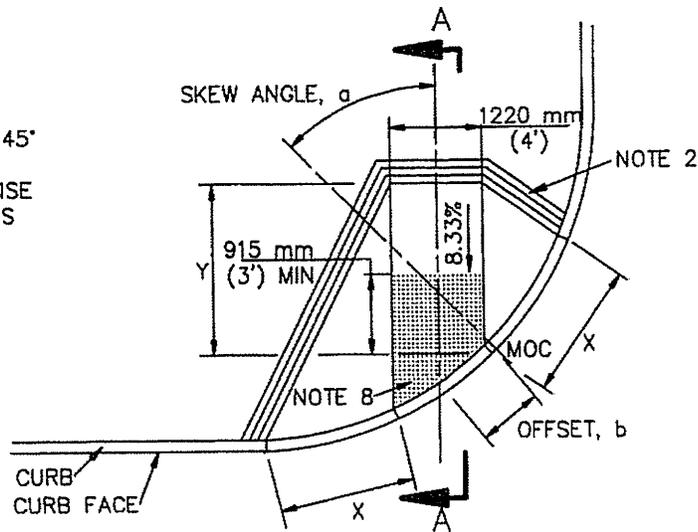
CURB RAMP

STANDARD PLAN
METRIC

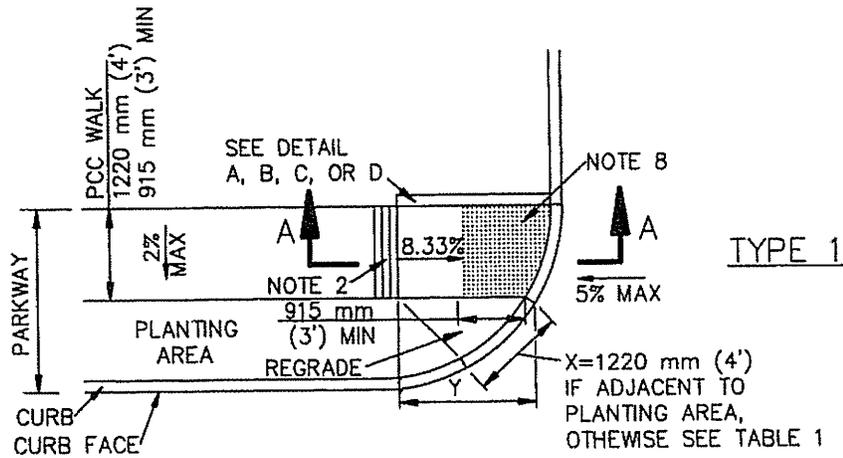
111-3

SHEET 4 OF 10

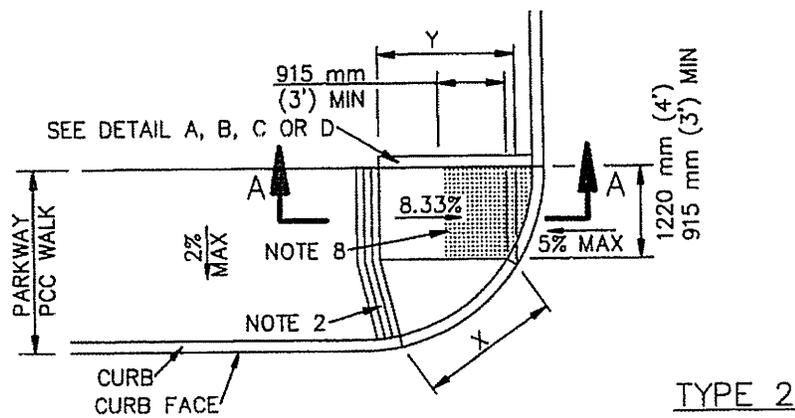
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



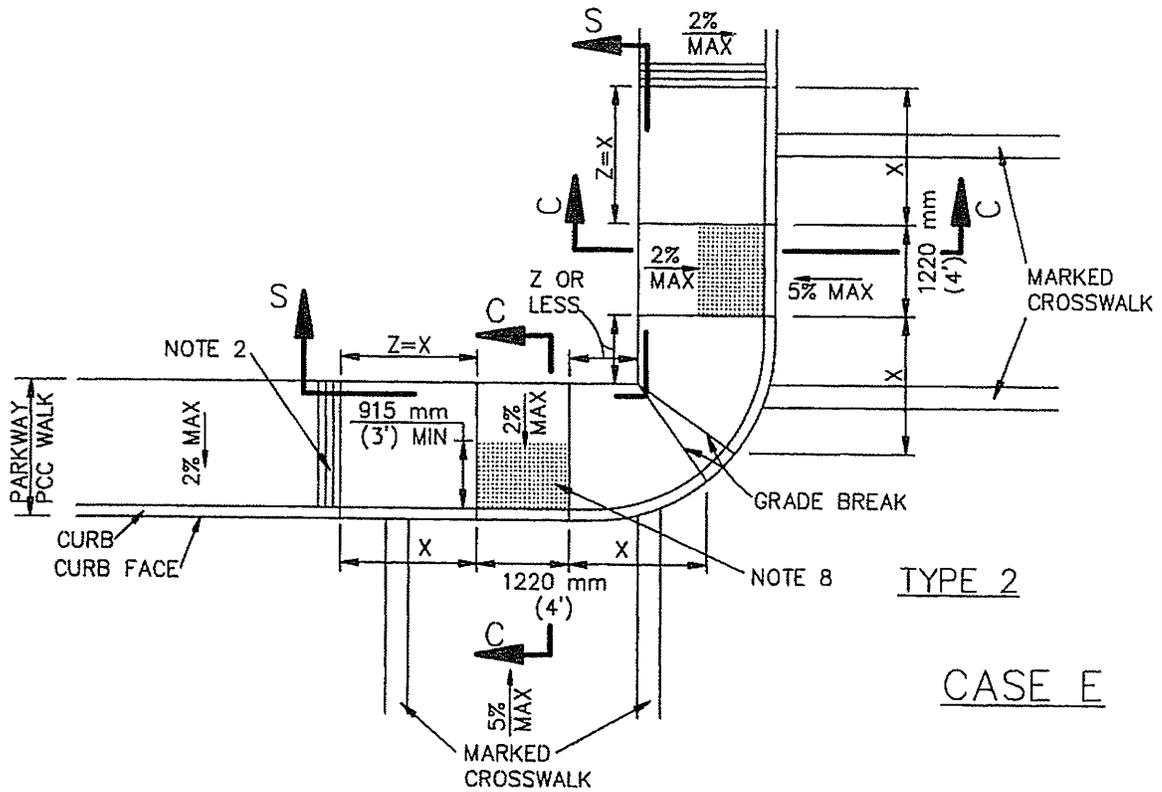
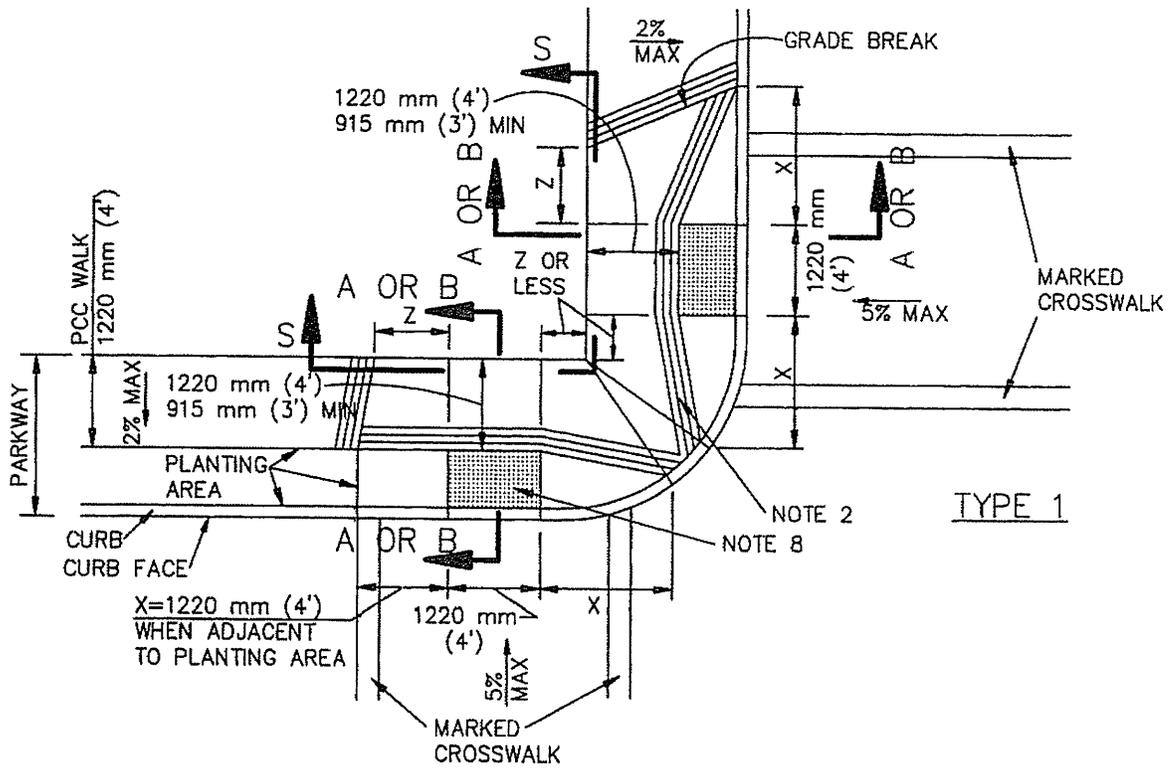
TYPE 1



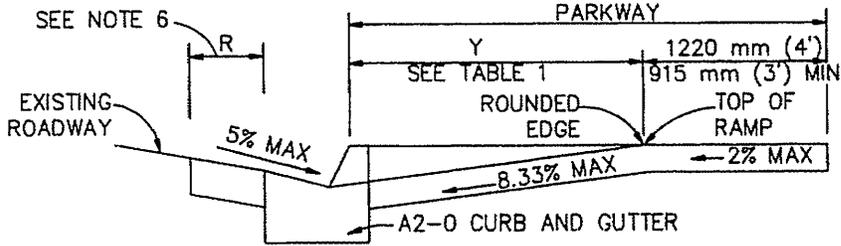
TYPE 2

CASE D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN METRIC
CURB RAMP	111-3 SHEET 5 OF 10

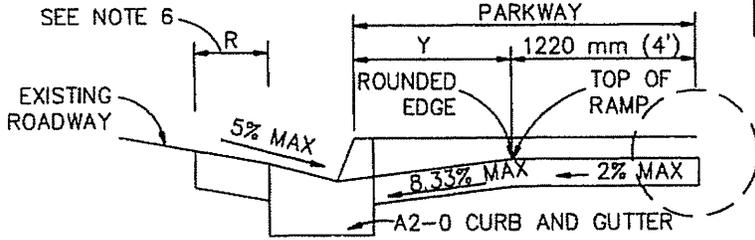


CASE E



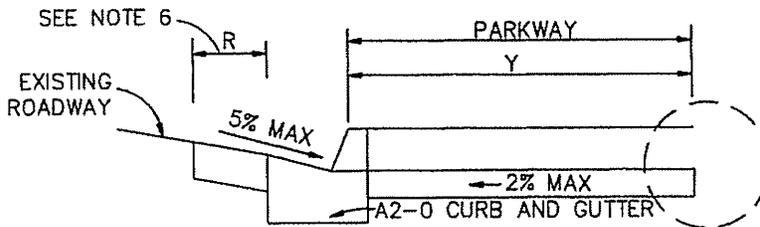
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



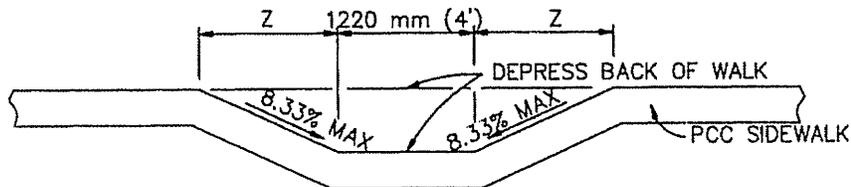
SECTION B-B

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.

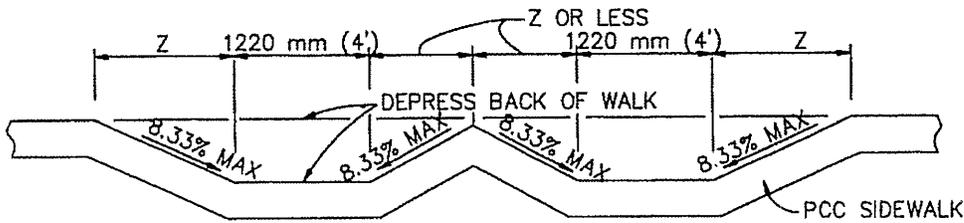


SECTION C-C

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN
METRIC

111-3

SHEET 7 OF 10

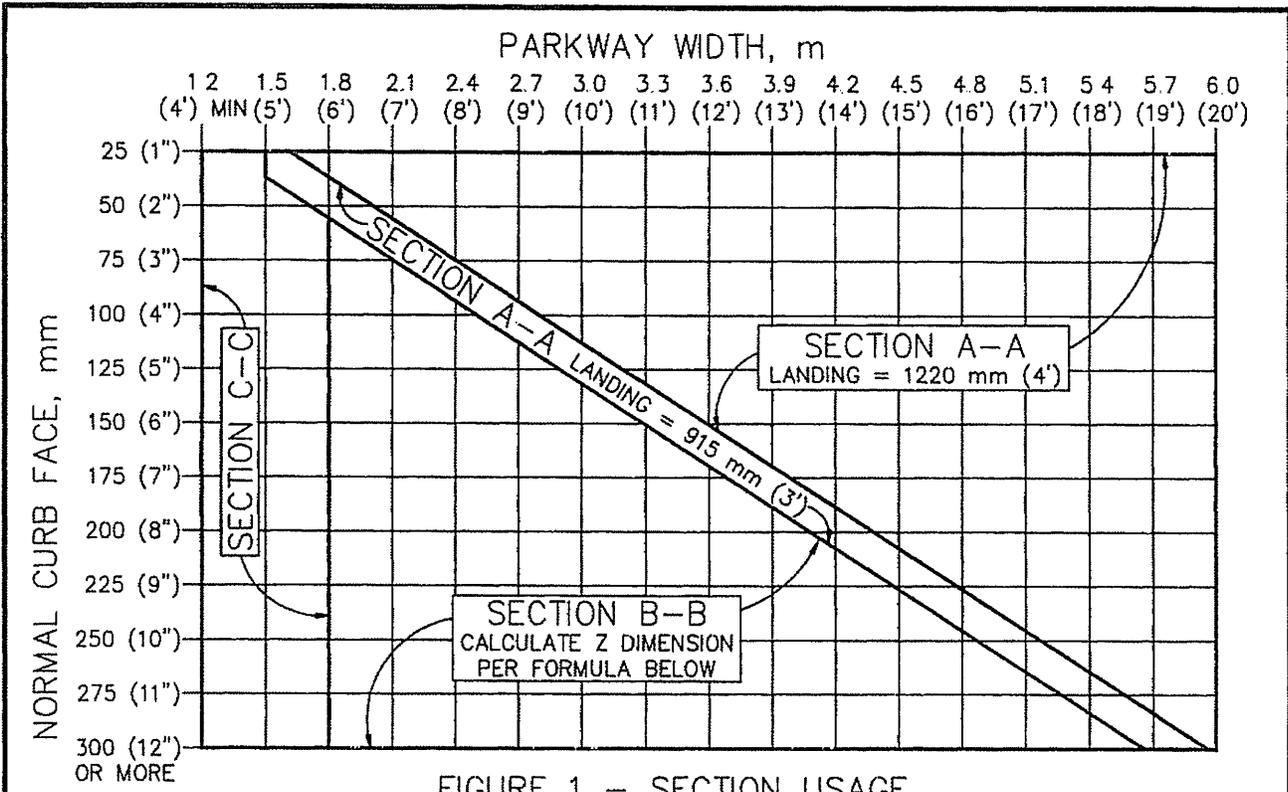


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, mm (INCHES)	X, mm (FT)	SECTION Y-Y Y, mm (FT)
50 (2")	1200 (4.00') MIN	790 (2.63')
75 (3")	1200 (4.00') MIN	1185 (3.95')
100 (4")	1200 (4.00')	1580 (5.26')
125 (5")	1500 (5.00')	1975 (6.58')
150 (6")	1800 (6.00')	2370 (7.90')
175 (7")	2100 (7.00')	2765 (9.21')
200 (8")	2400 (8.00')	3160 (10.53')
225 (9")	2700 (9.00')	3555 (11.84')
250 (10")	3000 (10.00')	3950 (13.16')
275 (11")	3300 (11.00')	4340 (14.47')
300 (12")	3600 (12.00')	4735 (15.79')

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

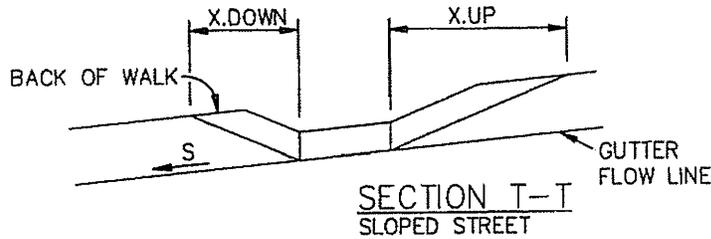
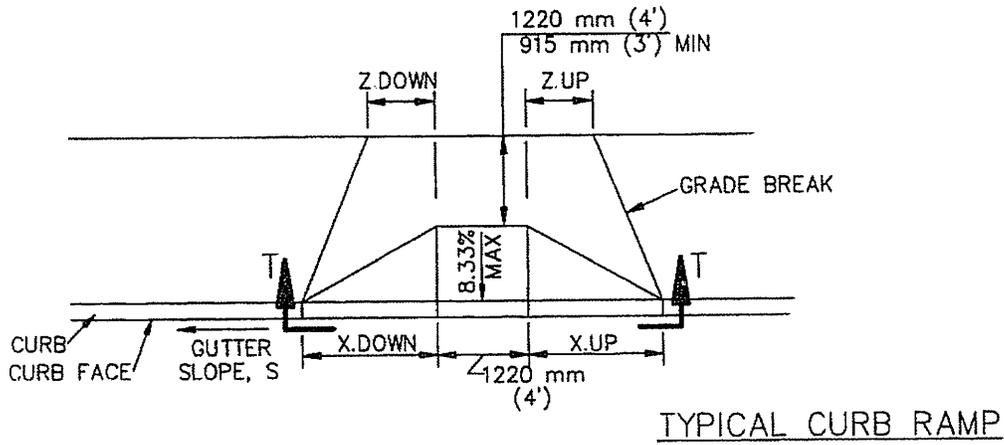
W = PARKWAY WIDTH
 L = LANDING WIDTH, 1220 mm (4') TYP, 915 mm (3') MIN
 $Z = [(Y+L)-W] \times 0.760$
 IF $(Y+L) < W$, THEN $Z = 0$

TABLE 1 SHOWS X FOR A FLARE SLOPE OF 8.33% AT THE CURB FACE. IF L IS 1220 mm (4') OR MORE, X MAY BE MULTIPLIED BY 0.833 FOR A MAXIMUM FLARE SLOPE OF 10% AT THE CURB FACE.

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:
 $X = CF / 8.333\%$
 $Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$



FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE

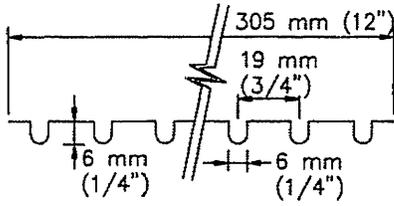
FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

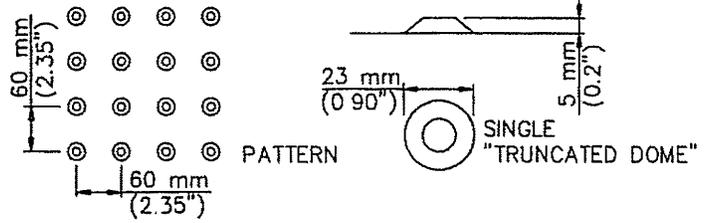
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
 $K.DOWN = 8.333\% / (8.333\% + S)$
 $K.UP = 8.333\% / (8.333\% - S)$

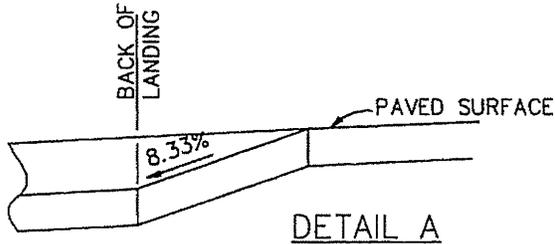
STREET SLOPE ADJUSTMENTS



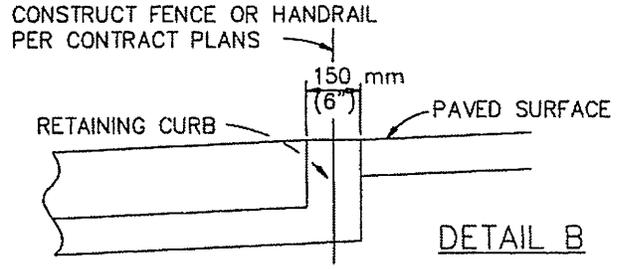
GROOVING DETAIL



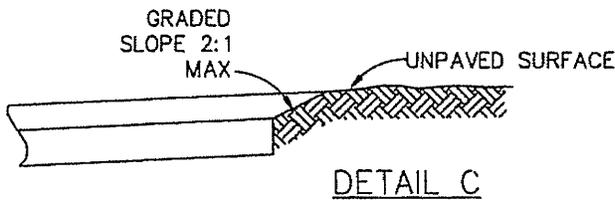
DETECTABLE WARNING DETAIL



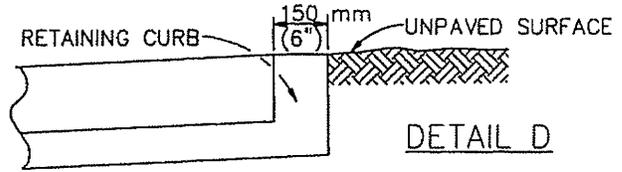
DETAIL A



DETAIL B



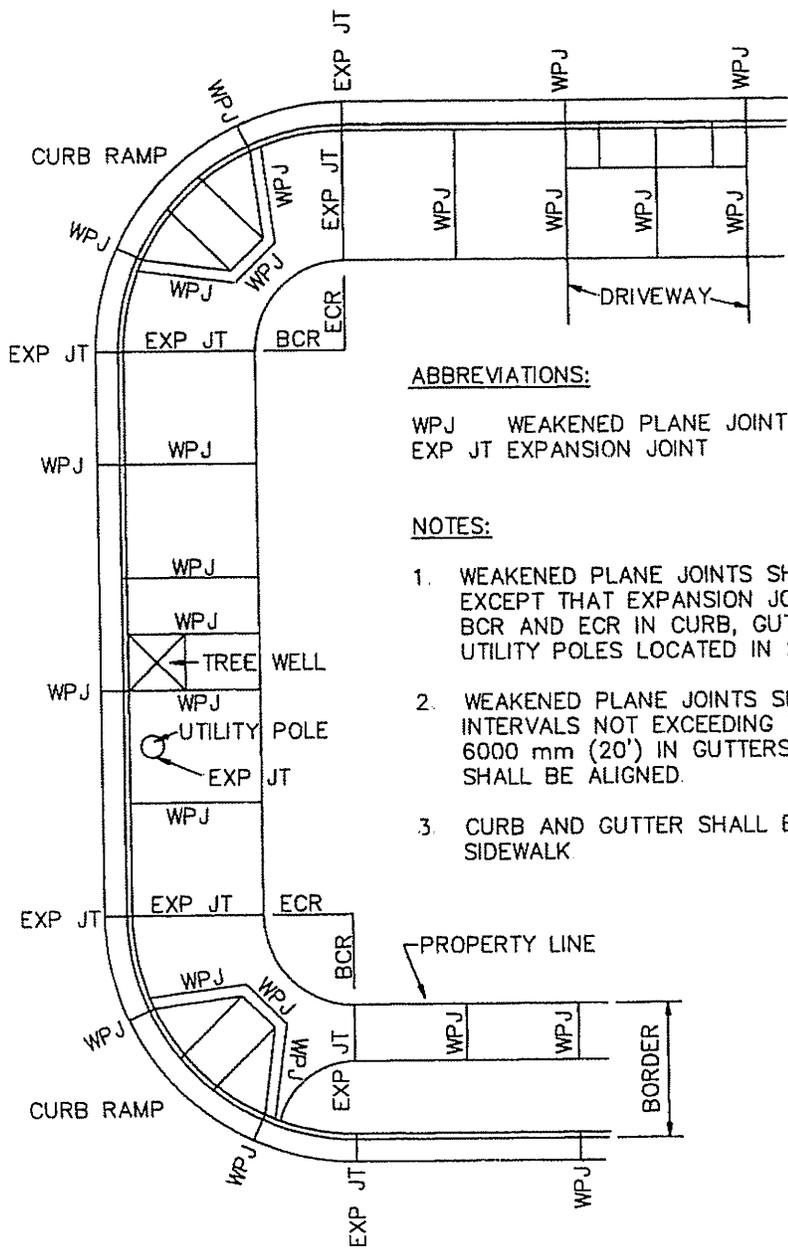
DETAIL C



DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 310-C-17 (520-C-2500) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 100 mm (4") THICK.
2. THE RAMP SHALL HAVE A 305 mm (12") WIDE BORDER WITH 6 mm (1/4") GROOVES APPROXIMATELY 19 mm (3/4") OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 900 mm (3') UNLESS OTHERWISE SHOWN ON PLAN.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS



ABBREVIATIONS:

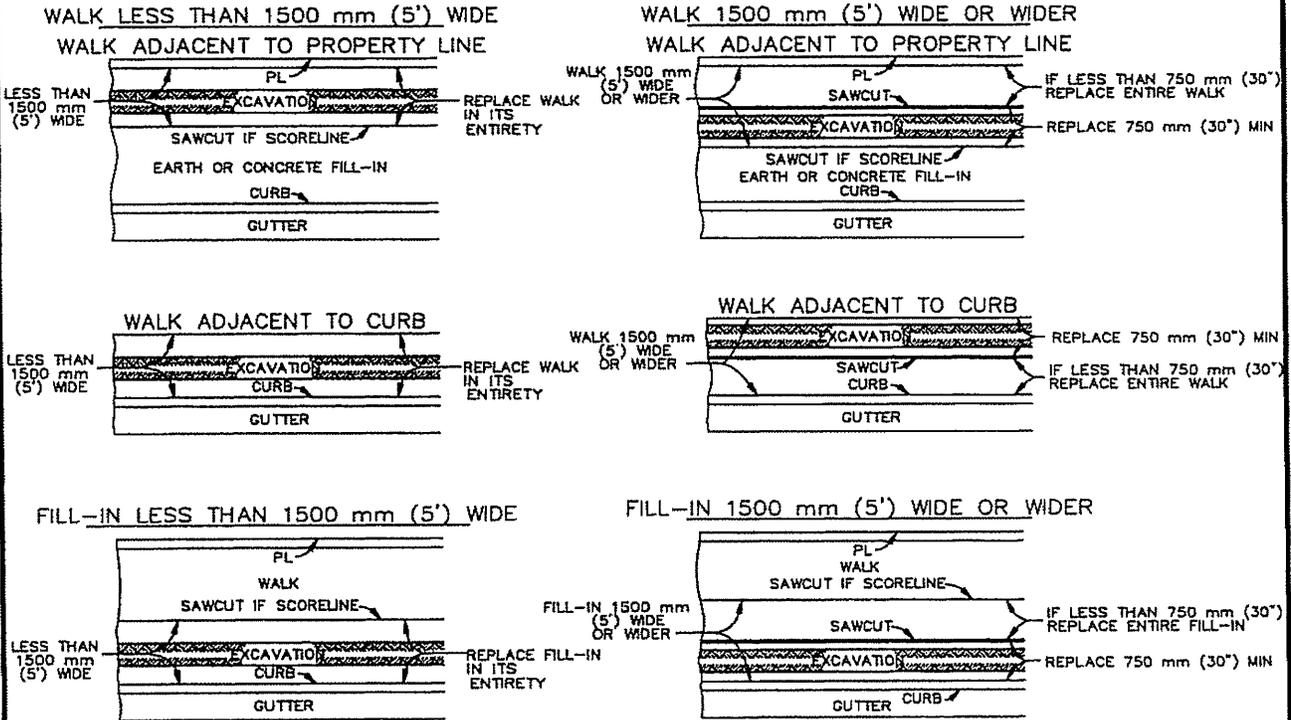
WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
 EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

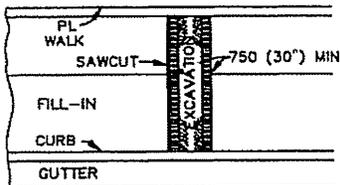
1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 3000 mm (10') IN WALKS AND 6000 mm (20') IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC GREENBOOK COMMITTEE 1984 REV. 1995	<h2 style="margin: 0;">CURB AND SIDEWALK JOINTS</h2>	STANDARD PLAN METRIC <h1 style="margin: 0;">112-1</h1>
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION		SHEET 1 OF 1

WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE (THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS)



IF AN EXCAVATION FALLS WITHIN 750 mm (30") OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE. THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.
 IF AN EXCAVATION FALLS WITHIN 300 mm (12") OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT PRIOR TO REMOVAL.
 THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 750 mm (30")

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 3300 mm (11') SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 3300 mm (11') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 750 mm (30") IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 4200 mm (14')
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 3300 mm (11') OR MORE MAY BE CUT IN THE X OR R SECTION. REPLACEMENT SHALL BE THE ENTIRE X OR R SECTION
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK. EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE X OR R SECTION SHALL MATCH EXISTING CONSTRUCTION

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC
GREENBOOK COMMITTEE
1993
REV 1998

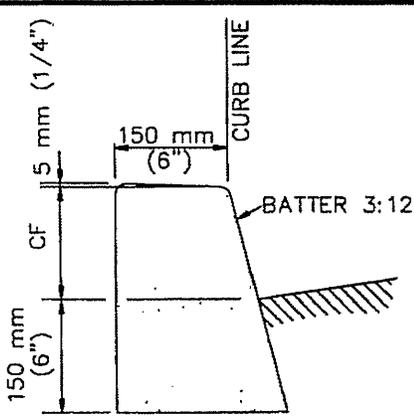
SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

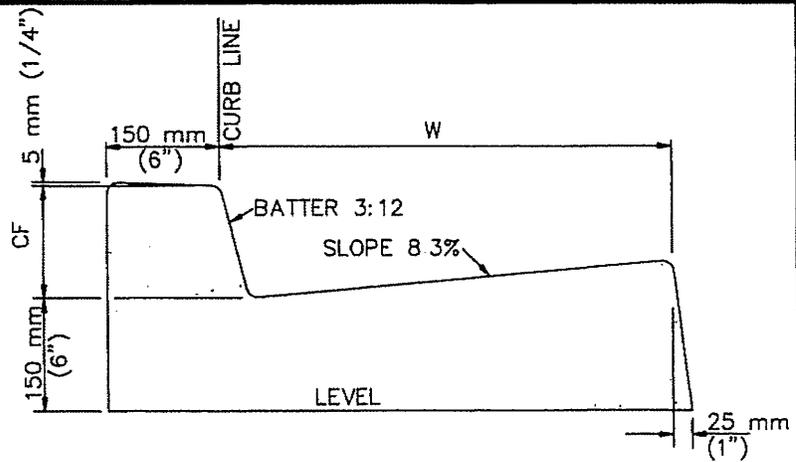
STANDARD PLAN
METRIC

113-1

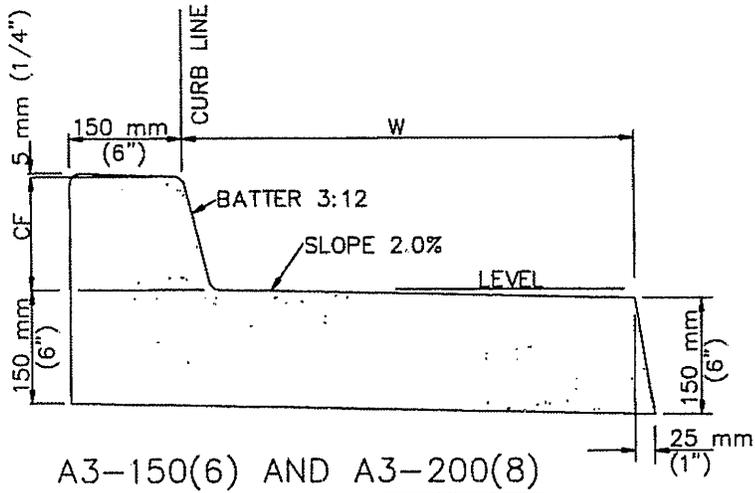
SHEET 1 OF 1



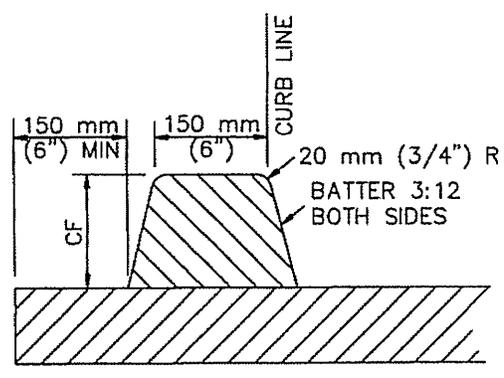
A1-150(6) AND
A1-200(8)



A2-150(6) AND A2-200(8)



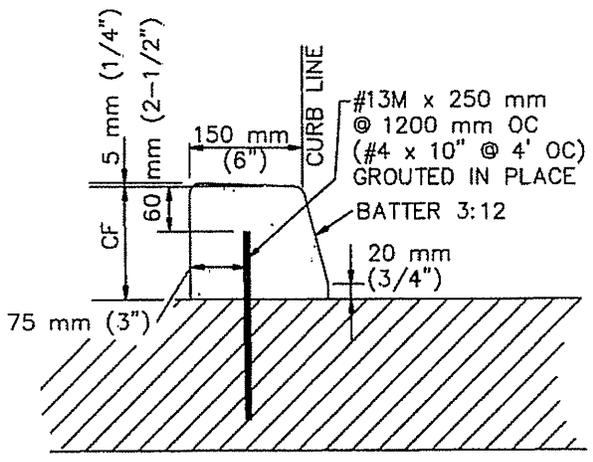
A3-150(6) AND A3-200(8)



D1-150(6) AND
D1-200(8)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, mm (INCHES).
2. GUTTER WIDTH, W, IS 600 mm (24") UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 15 mm (1/2") RADIUS.



C1-150(6) AND C1-200(8)

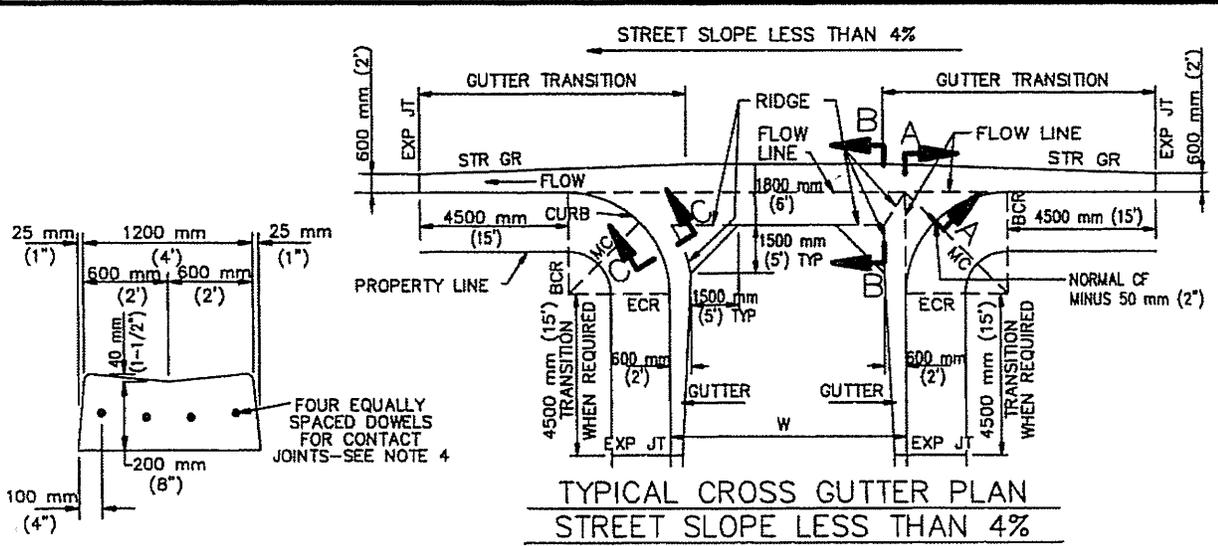
STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV 1995

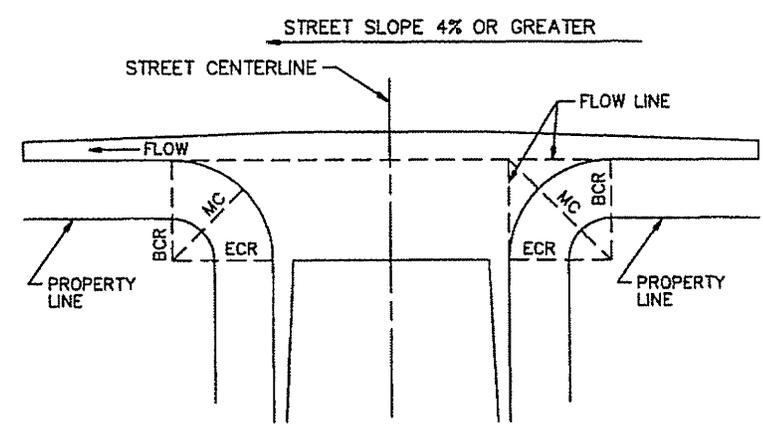
CURB AND GUTTER - BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

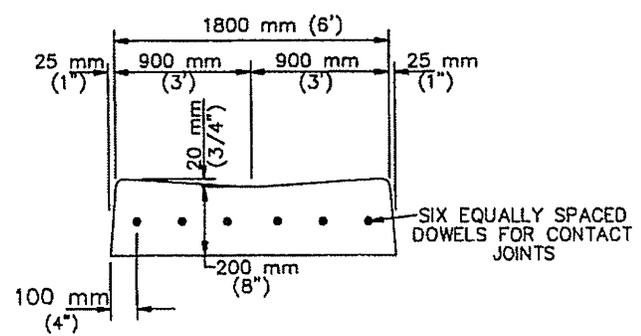
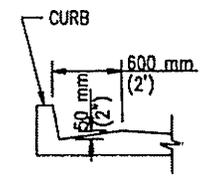
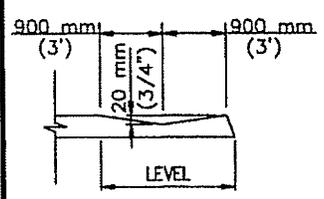
STANDARD PLAN
METRIC
120-1
SHEET 1 OF 1

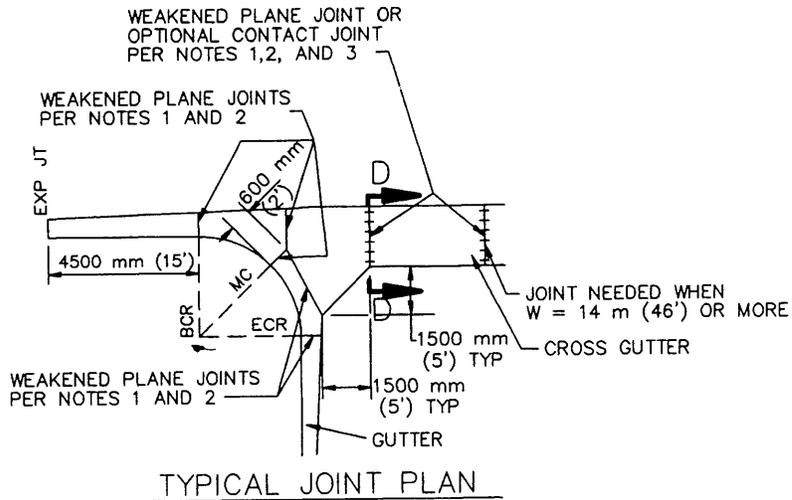


**LONGITUDINAL
GUTTER**



SECTION A-A





NOTES:

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

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					
Total					

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

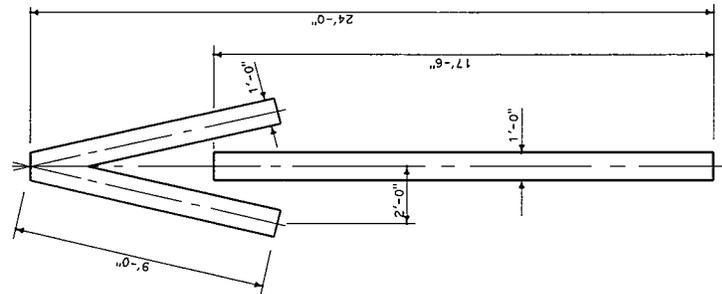
CALTRANS STANDARD PLANS

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

Professional Engineer
 REGISTERED CIVIL ENGINEER
 No. 016102
 Exp. 12-31-07
 State of California
 Department of Transportation

May 1, 2006
 PLANS APPROVAL DATE
 The undersigned hereby certifies that the undersigned is a duly licensed Professional Engineer in the State of California and is duly qualified to prepare and seal the accompanying plans and specifications for the execution and completion of the project herein.

To get the Callings web site, go to: <http://www.kennedystage.com>



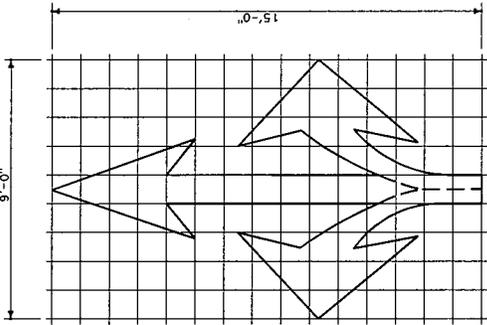
A=33 sq ft
TYPE V ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

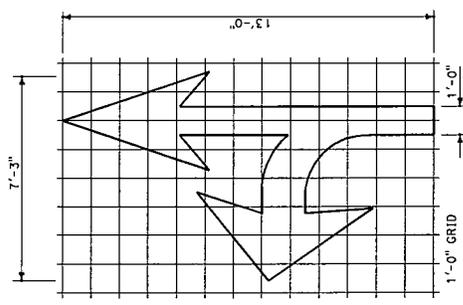
**PAVEMENT MARKINGS
ARROWS**

NO SCALE

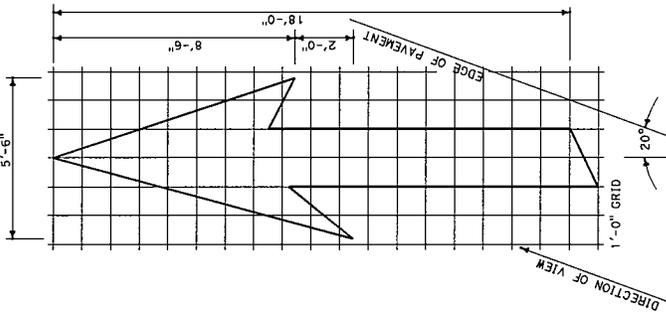
A24A



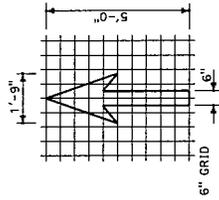
A=56 sq ft
TYPE VIII ARROW



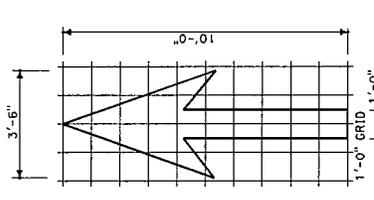
A=27 sq ft
TYPE VII (L) ARROW
(FOR TYPE III (R) ARROW, USE MIRROR IMAGE)



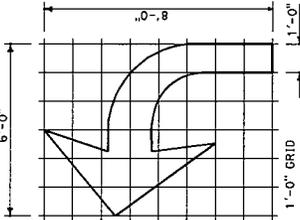
A=42 sq ft
TYPE VI ARROW
RIGHT LANE DROP ARROW
(FOR LEFT LANE, USE MIRROR IMAGE)



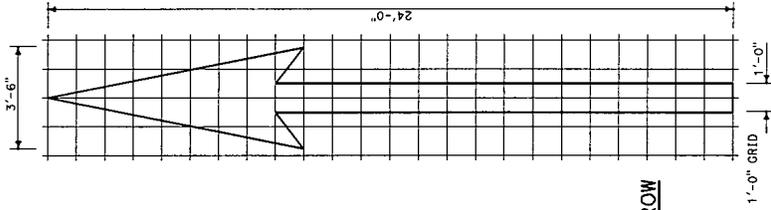
A=7 sq ft
BIKE LANE ARROW



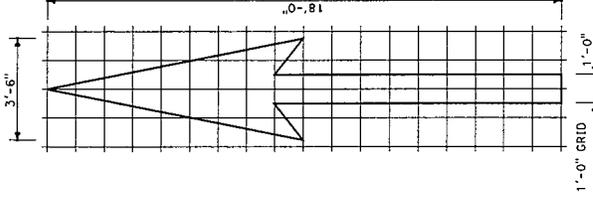
A=14 sq ft
TYPE I 10'-0" ARROW



A=15 sq ft
TYPE IV (L) ARROW
(FOR TYPE IV (R) ARROW, USE MIRROR IMAGE)



A=31 sq ft
TYPE I 24'-0" ARROW



A=25 sq ft
TYPE I 18'-0" ARROW

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

DIST	COUNTY	ROUTE	FIRST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
Donald E. Faber
 No. C-66402
 Exp. 12-31-07
 State of California

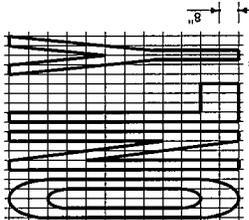
PROFESSIONAL ENGINEER
 Donald E. Faber
 No. C-66402
 Exp. 12-31-07
 State of California

NOV 1, 2006
 PLANS APPROVAL DATE
 The undersigned hereby certifies that he/she is a duly licensed professional engineer and is responsible for the accuracy, completeness and appropriateness of electronic copies of this plan.

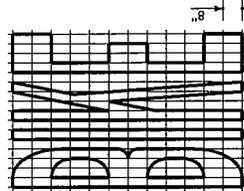
To get to the California web site, go to: <http://www.dca.ca.gov>



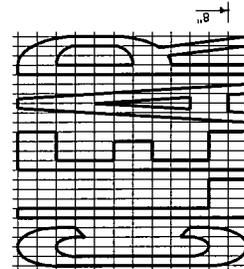
A=14 sq ft



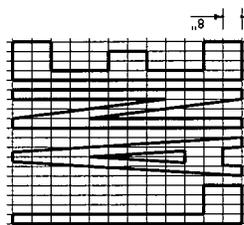
A=22 sq ft



A=21 sq ft



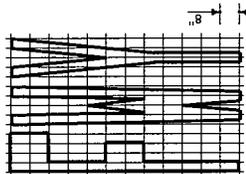
A=27 sq ft



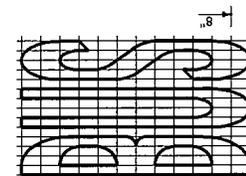
A=24 sq ft



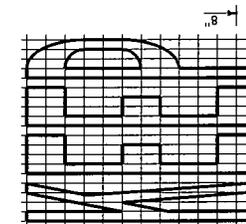
A=17 sq ft



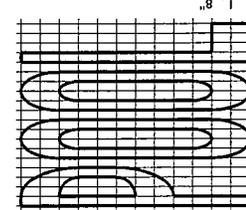
A=16 sq ft



A=20 sq ft



A=24 sq ft

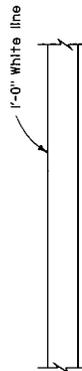


A=23 sq ft

ITEM	sq ft	ITEM	sq ft
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FRY	16

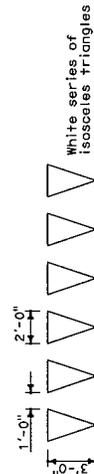
NOTES:

- If a message consists of more than one word, it should read "Up", i.e., the first word should be nearest the driver.
- The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2' in width.
- Crosswalks contiguous to school grounds are to be 1'-0" yellow lines in place of 1'-0" white shown.
- The words "NO PARKING" pavement marking is to be used for parking restrictions. For typical locations of markings, see Standard Plans A50A and A50B.
- The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.



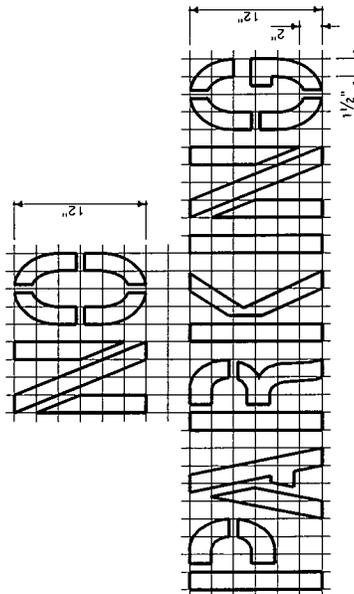
CROSSWALK AND LIMIT LINE

See Note 5



Direction of travel

YIELD LINE



A=2 sq ft
 See Notes 6 and 7

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
 WORDS AND CROSSWALKS**

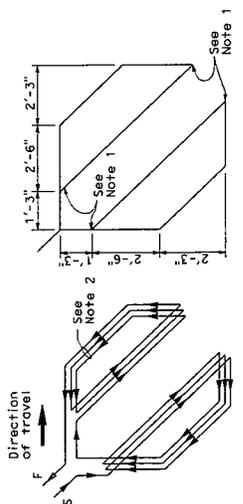
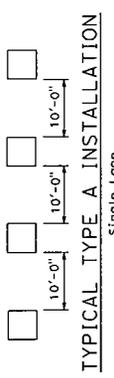
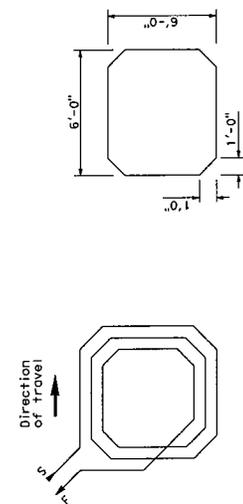
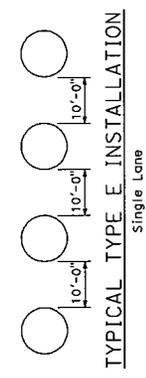
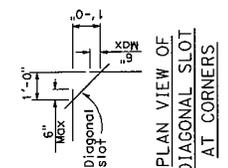
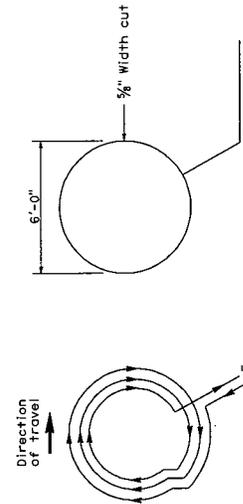
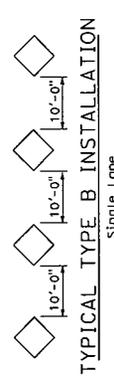
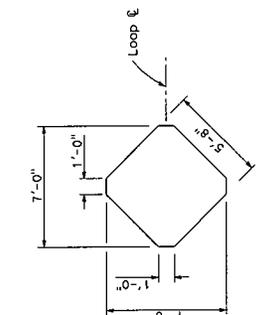
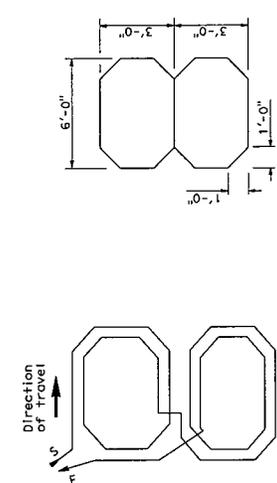
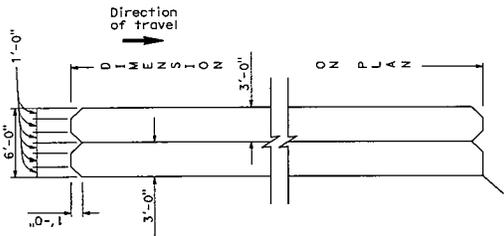
NO SCALE

A24E

DIST. COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

Professional Engineer
 REGISTERED ELECTRICAL ENGINEER
 ARTURO L. MORA
 No. E14512
 Exp. 5-30-08
 STATE OF CALIFORNIA
 DIVISION OF PROFESSIONAL ENGINEERS

MAY 1, 2006 DATE
 The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan drawn from the California web site, go to: <http://www.mdsdesign.com>



- NOTES:
1. Round corners of acute angle sawcuts to prevent damage to conductors.
 2. Install 3 turns when one Type D loop is on a sensor unit channel. Install 5 turns when one Type D loop is connected with 3 additional 6'-0" x 6'-0" loops on a sensor unit.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (DETECTORS)**
 NO. SCALE

APPENDIX VI

**CONSTRUCTION ACTIVITIES
STORM WATER GENERAL PERMIT
ORDER NO. 99-08-DWQ**

**NOTICE OF INTENT
AND
NOTICE OF TERMINATION
FOR ORDER NO. 99-08-DWQ**

Additional information about these requirements and documents can be obtained at
http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_const.shtml#const_permit



Linda S Adams
Secretary for
Environmental Protection

State Water Resources Control Board



Arnold Schwarzenegger
Governor

Division of Water Quality

1001 I Street • Sacramento, California 95814 • (916) 341-5537
Mailing Address: P.O. Box 1977 • Sacramento, California • 95812-1977
FAX (916) 341-5543 • Internet Address: http://www.waterboards.ca.gov/water_issues/programs/stormwater/

CHECKLIST FOR SUBMITTING A NOTICE OF INTENT

In order for the State Water Resources Control Board to expeditiously process your Notice of Intent (NOI), the following items must be submitted to either of the addresses indicated below:

1. _____ NOI (please keep a copy for your files) with all applicable sections completed and original signature of the landowner or signatory agent;
2. _____ Check made out to the “State Water Resources Control Board”
See reverse for listing of fees by acre. The fee is based on the “Total Acres to be Disturbed” for the life of the project.
3. _____ Site Map of the facility (see NOI instructions). **DO NOT SEND BLUEPRINTS**

U.S. Postal Service Address

State Water Resources Control Board
Division of Water Quality
Attn: Storm Water Section
P.O. Box 1977
Sacramento, CA 95812-1977

Overnight Mailing Address

State Water Resources Control Board
Division Of Water Quality
Attn: Storm Water, 15th Floor
1001 I Street
Sacramento, CA 95814

NOIs are processed in the order they are received. A NOI receipt letter will be mailed to the landowner within approximately two weeks. Incomplete NOI submittals will be returned to the landowner’s address within the same timeframe and will specify the reason(s) for return. If you need a receipt letter by a specific date (for example, to provide to a local agency), we advise that you submit your NOI thirty (30) days prior to the date the receipt letter is needed.

Please do not call us to verify your NOI status. A copy of your NOI receipt letter will be available on our web page within twenty-four (24) hours of processing. Go to: http://www.waterboards.ca.gov/water_issues/programs/stormwater/databases.shtml to retrieve an electronic copy of your NOI receipt letter. If you have any questions regarding this matter, please contact us at (916) 341-5537.

Construction Annual Fees by Acre

Partial Acreage rounded to nearest whole number

<u>Acres</u>	<u>Fee</u>	<u>21% Surcharge</u>	<u>Total Fee</u>	<u>Acres</u>	<u>Fee</u>	<u>21% Surcharge</u>	<u>Total Fee</u>
0	\$238	\$50	\$288	51	\$1,462	\$307	\$1,769
1	\$262	\$55	\$317	52	\$1,486	\$312	\$1,798
2	\$286	\$60	\$346	53	\$1,510	\$317	\$1,827
3	\$310	\$65	\$375	54	\$1,534	\$322	\$1,856
4	\$334	\$70	\$404	55	\$1,558	\$327	\$1,885
5	\$358	\$75	\$433	56	\$1,582	\$332	\$1,914
6	\$382	\$80	\$462	57	\$1,606	\$337	\$1,943
7	\$406	\$85	\$491	58	\$1,630	\$342	\$1,972
8	\$430	\$90	\$520	59	\$1,654	\$347	\$2,001
9	\$454	\$95	\$549	60	\$1,678	\$352	\$2,030
10	\$478	\$100	\$578	61	\$1,702	\$357	\$2,059
11	\$502	\$105	\$607	62	\$1,726	\$362	\$2,088
12	\$526	\$110	\$636	63	\$1,750	\$368	\$2,118
13	\$550	\$116	\$666	64	\$1,774	\$373	\$2,147
14	\$574	\$121	\$695	65	\$1,798	\$378	\$2,176
15	\$598	\$126	\$724	66	\$1,822	\$383	\$2,205
16	\$622	\$131	\$753	67	\$1,846	\$388	\$2,234
17	\$646	\$136	\$782	68	\$1,870	\$393	\$2,263
18	\$670	\$141	\$811	69	\$1,894	\$398	\$2,292
19	\$694	\$146	\$840	70	\$1,918	\$403	\$2,321
20	\$718	\$151	\$869	71	\$1,942	\$408	\$2,350
21	\$742	\$156	\$898	72	\$1,966	\$413	\$2,379
22	\$766	\$161	\$927	73	\$1,990	\$418	\$2,408
23	\$790	\$166	\$956	74	\$2,014	\$423	\$2,437
24	\$814	\$171	\$985	75	\$2,038	\$428	\$2,466
25	\$838	\$176	\$1,014	76	\$2,062	\$433	\$2,495
26	\$862	\$181	\$1,043	77	\$2,086	\$438	\$2,524
27	\$886	\$186	\$1,072	78	\$2,110	\$443	\$2,553
28	\$910	\$191	\$1,101	79	\$2,134	\$448	\$2,582
29	\$934	\$196	\$1,130	80	\$2,158	\$453	\$2,611
30	\$958	\$201	\$1,159	81	\$2,182	\$458	\$2,640
31	\$982	\$206	\$1,188	82	\$2,206	\$463	\$2,669
32	\$1,006	\$211	\$1,217	83	\$2,230	\$468	\$2,698
33	\$1,030	\$216	\$1,246	84	\$2,254	\$473	\$2,727
34	\$1,054	\$221	\$1,275	85	\$2,278	\$478	\$2,756
35	\$1,078	\$226	\$1,304	86	\$2,302	\$483	\$2,785
36	\$1,102	\$231	\$1,333	87	\$2,326	\$488	\$2,814
37	\$1,126	\$236	\$1,362	88	\$2,350	\$494	\$2,844
38	\$1,150	\$242	\$1,392	89	\$2,374	\$499	\$2,873
39	\$1,174	\$247	\$1,421	90	\$2,398	\$504	\$2,902
40	\$1,198	\$252	\$1,450	91	\$2,422	\$509	\$2,931
41	\$1,222	\$257	\$1,479	92	\$2,446	\$514	\$2,960
42	\$1,246	\$262	\$1,508	93	\$2,470	\$519	\$2,989
43	\$1,270	\$267	\$1,537	94	\$2,494	\$524	\$3,018
44	\$1,294	\$272	\$1,566	95	\$2,518	\$529	\$3,047
45	\$1,318	\$277	\$1,595	96	\$2,542	\$534	\$3,076
46	\$1,342	\$282	\$1,624	97	\$2,566	\$539	\$3,105
47	\$1,366	\$287	\$1,653	98	\$2,590	\$544	\$3,134
48	\$1,390	\$292	\$1,682	99	\$2,614	\$549	\$3,163
49	\$1,414	\$297	\$1,711	>100	\$2,618	\$550	\$3,168
50	\$1,438	\$302	\$1,740				

FACT SHEET
FOR
WATER QUALITY ORDER 99-08-DWQ

STATE WATER RESOURCES CONTROL BOARD (SWRCB)
901 P STREET, SACRAMENTO, CALIFORNIA 95814

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
GENERAL PERMIT FOR
STORM WATER DISCHARGES ASSOCIATED WITH
CONSTRUCTION ACTIVITY (GENERAL PERMIT)

BACKGROUND

In 1972, the Federal Water Pollution Control Act (also referred to as the Clean Water Act [CWA]) was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with an NPDES permit. The 1987 amendments to the CWA added Section 402(p) which establishes a framework for regulating municipal and industrial storm water discharges under the NPDES Program. On November 16, 1990, the U.S. Environmental Protection Agency (USEPA) published final regulations that establish storm water permit application requirements for specified categories of industries. The regulations provide that discharges of storm water to waters of the United States from construction projects that encompass five (5) or more acres of soil disturbance are effectively prohibited unless the discharge is in compliance with an NPDES Permit. Regulations (Phase II Rule) that became final on December 8, 1999 expand the existing NPDES program to address storm water discharges from construction sites that disturb land equal to or greater than one (1) acre and less than five (5) acres (small construction activity). The regulations require that small construction activity, other than those regulated under an individual or Regional Water Quality Control Board General Permit, must be permitted no later than March 10, 2003.

While federal regulations allow two permitting options for storm water discharges (individual permits and General Permits), the SWRCB has elected to adopt only one statewide General Permit at this time that will apply to all storm water discharges associated with construction activity, except from those on Tribal Lands, in the Lake Tahoe Hydrologic Unit, and those performed by the California Department of Transportation (Caltrans). Construction on Tribal Lands is regulated by an USEPA permit, the Lahontan Regional Water Control Board adopted a separate NPDES permit for the Lake Tahoe Hydrologic Unit, and the SWRCB adopted a separate NPDES permit for Caltrans projects. This General Permit requires all dischargers where construction activity disturbs one acre or more, to:

1. Develop and implement a Storm Water Pollution Prevention Plan (SWPPP) which specifies Best Management Practices (BMPs) that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.

2. Eliminate or reduce nonstorm water discharges to storm sewer systems and other waters of the nation.
3. Perform inspections of all BMPs.

This General Permit shall be implemented and enforced by the nine California Regional Water Quality Control Boards (RWQCBs).

The General Permit accompanying this fact sheet regulates storm water runoff from construction sites. Regulating many storm water discharges under one permit will greatly reduce the otherwise overwhelming administrative burden associated with permitting individual storm water discharges. Dischargers shall submit a Notice of Intent (NOI) to obtain coverage under this General Permit. It is expected that as the storm water program develops, the RWQCBs may issue General Permits or individual permits containing more specific permit provisions. When this occurs, those dischargers will no longer be regulated by this General Permit.

On August 19, 1999, the State Water Resources Control Board (SWRCB) reissued the General Construction Storm Water Permit (Water Quality Order 99-08-DWQ referred to as "General Permit"). The San Francisco BayKeeper, Santa Monica BayKeeper, San Diego BayKeeper, and Orange Coast Keeper filed a petition for writ of mandate challenging the General Permit in the Superior Court, County of Sacramento. The Court issued a judgment and writ of mandate on September 15, 2000. The Court directed the SWRCB to modify the provisions of the General Permit to require permittees to implement specific sampling and analytical procedures to determine whether Best Management Practices (BMPs) implemented on a construction site are: (1) preventing further impairment by sediment in storm waters discharged directly into waters listed as impaired for sediment or silt, and (2) preventing other pollutants, that are known or should be known by permittees to occur on construction sites and that are not visually detectable in storm water discharges, from causing or contributing to exceedances of water quality objectives. The monitoring provisions in the General Permit have been modified pursuant to the court order.

TYPES OF CONSTRUCTION ACTIVITY COVERED BY THIS GENERAL PERMIT

Construction activity subject to this General Permit includes clearing, grading, disturbances to the ground such as stockpiling, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to this General Permit if the construction activity is part of a larger common plan of development that encompasses one or more acres of soil disturbance or if there is significant water quality impairment resulting from the activity. Construction activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility, nor does it include emergency construction activities required to protect public health and safety. Dischargers should confirm with the local RWQCB whether or not a particular routine maintenance activity is subject to this General Permit.

A construction project which includes a dredge and/or fill discharge to any jurisdictional surface water (e.g., wetland, channel, pond, or marine water) will also need a CWA Section 404 permit

from the U.S. Army Corps of Engineers and a CWA Section 401 Water Quality Certification from the RWQCB/SWRCB. Storm water discharges from dredge spoil placement which occurs outside of Corps jurisdiction (upland sites) and are part of construction activity which disturbs one or more acres of land are covered by this general permit. Proponents of construction projects which disturb one or more acres of land within the jurisdictional boundaries of a CWA Section 404 permit should contact the local RWQCB to determine the applicability of this permit to the project.

NOTIFICATION REQUIREMENTS

It is the responsibility of the landowner to obtain coverage under this General Permit prior to commencement of construction activities. To obtain coverage, the landowner must file an NOI with a vicinity map and the appropriate fee with the SWRCB. In addition, coverage under this permit shall not occur until the applicant develops an adequate SWPPP for the project. Section A of the General Permit outlines the required contents of a SWPPP. For proposed construction activity on easements or on nearby property by agreement or permission, the entity responsible for the construction activity shall file an NOI and filing fee and shall be responsible for development of the SWPPP, all of which must occur prior to commencement of construction activities.

A separate NOI shall be submitted to the SWRCB for each construction site. Owners of new construction shall file an NOI prior to the commencement of construction. Owners of an ongoing construction site that is covered under the previous General Construction Permit (WQ Order No.92-08-DWQ) (1) shall continue to implement their existing SWPPP and monitoring program and (2) shall implement any necessary revisions to their SWPPP in a timely manner but in no case later than 90-calender days from adoption of this General Permit in accordance with Section A of this General Permit.

The NOI requirements of the General Permit are intended to establish a mechanism which can be used to clearly identify the responsible parties, locations, and scope of operations of dischargers covered by the General Permit and to document the discharger's knowledge of the requirements for a SWPPP.

The NOI must be sent to the following address:

State Water Resources Control Board
Division of Water Quality
Storm Water Permit Unit
P.O. Box 1977
Sacramento, CA 95812-1977

The Annual fees are established through regulations adopted by the SWRCB. The total annual fee is the current base fee plus applicable surcharges for all construction sites submitting an NOI .

When construction is complete or ownership has been transferred, dischargers shall file a Notice of Termination with the RWQCB certifying that all State and local requirements have been met in accordance with Special Provisions for Construction Activity, C.7, of the General Permit.

Dischargers who fail to obtain coverage under this General Permit for storm water discharges to surface waters will be in violation of the CWA and the California Water Code.

CONSTRUCTION ACTIVITY NOT COVERED BY THIS GENERAL PERMIT

This General Permit does not apply to storm water discharges from (1) those areas on Tribal Lands; (2) the Lake Tahoe Hydrologic Unit; (3) construction under one acre, unless part of a larger common plan of development or sale; (4) projects covered by an individual NPDES Permit for storm water discharges associated with construction activity; and (5) landfill construction that is subject to the general industrial permit.

Storm water discharges in the Lake Tahoe Hydrologic Unit are regulated by a separate permit(s) adopted by the California Regional Water Quality Control Board, Lahontan Region (LRWQCB). USEPA regulates storm water discharges on Tribal Lands. Permit applications for storm water discharges that will be conducted in the Lake Tahoe Hydrologic Unit must be submitted directly to the LRWQCB.

DESCRIPTION OF GENERAL PERMIT CONDITIONS

The following is a brief description of the major provisions of the General Permit and the basis for the General Permit.

Prohibitions

This General Permit authorizes the discharge of storm water to surface waters from construction activities that result in the disturbance of one or more acres of land. It prohibits the discharge of materials other than storm water and authorized non-storm water discharges and all discharges which contain a hazardous substance in excess of reportable quantities established at 40 Code of Federal Regulations (CFR) 117.3 or 40 CFR 302.4 unless a separate NPDES Permit has been issued to regulate those discharges. In addition, this General Permit contains provisions that uphold discharge prohibitions contained in water quality control plans, as implemented through the nine RWQCBs.

Effluent Limitations

Permits for storm water discharges associated with construction activity shall meet all applicable provisions of Sections 301 and 402 of the CWA. These provisions require controls of pollutant discharges that utilize best available technology economically achievable (BAT) and best conventional pollutant control technology (BCT) to reduce pollutants and any more stringent controls necessary to meet water quality standards.

It is not feasible at this time for the SWRCB to establish numeric effluent limitations. The reasons why it is not feasible to establish numeric effluent limitations are discussed in detail in SWRCB Order Nos. WQ 91-03 and WQ 91-04. Therefore, the effluent limitations contained in this General Permit are narrative and include the requirement to implement appropriate BMPs.

The BMPs shall primarily emphasize source controls such as erosion control and pollution prevention methods. The discharger shall also install structural controls, as necessary, such as sediment control which will constitute BAT and BCT and will achieve compliance with water quality standards. The narrative effluent limitations constitute compliance with the requirements of the CWA.

Elimination or reduction of nonstorm water discharges is a major goal of this General Permit. Nonstorm water discharges include a wide variety of sources, including improper dumping, spills, or leakage from storage tanks or transfer areas. Nonstorm water discharges may contribute a significant pollutant load to receiving waters. Measures to control spills, leakage, and dumping and to prevent illicit connections during construction shall be addressed through structural as well as non-structural BMPs.

This General Permit prohibits the discharge of materials other than storm water and authorized nonstorm water discharges. It is recognized that certain nonstorm water discharges may be necessary for the completion of construction projects. Such discharges include, but are not limited to irrigation of vegetative erosion control measures, pipe flushing and testing, street cleaning, and dewatering. Such discharges are allowed by this General Permit provided they are not relied upon to clean up failed or inadequate construction or post-construction BMPs designed to keep materials onsite. These authorized nonstorm water discharges shall (1) be infeasible to eliminate, (2) comply with BMPs as described in the SWPPP, and (3) not cause or contribute to a violation of water quality standards. Additionally, these discharges may be required to be permitted by the local RWQCB (e.g., some RWQCBs have adopted General Permits for dewatering discharges). This General Permit is performance-based to the extent that it prohibits the discharge of storm water that causes or threatens to cause pollution, contamination, or nuisance; but it also allows the owner/developer to determine the most economical, effective, and possibly innovative BMPs.

The requirements of this General Permit are intended to be implemented on a year-round basis, not just during the part of the year when there is a high probability of a precipitation event which results in storm water runoff. The permit should be implemented at the appropriate level and in a proactive manner during all seasons while construction is ongoing.

Weather and storm predictions or weather information concerning the 10-year, 6-hour storm event and mean annual rainfall can be obtained by calling the Western Regional Climate Center at 775-674-7010 or via the internet at www.wrcc.dri.edu/precip.html and/or www.wrcc.dri.edu/pcpnfreq.html.

Receiving Water Limitations Language

The receiving water limitations language is fundamentally different from the language adopted in the SWRCB General Industrial Activities Storm Water Permit on April 17, 1997. Construction related activities which cause or contribute to an exceedance of water quality standards must be corrected immediately and cannot wait for the RWQCB to approve a plan of action to correct. The dynamic nature of construction activity allows the discharger the ability to more quickly identify and correct the source of the exceedances. Therefore, the owner is

required to take immediate corrective action and to provide a report to the appropriate RWQCB within 14-calendar days of the violation describing the corrective action.

Storm Water Pollution Prevention Plan (SWPPP)

This General Permit requires development and implementation of a SWPPP. This document emphasizes the use of appropriately selected, correctly installed and maintained pollution reduction BMPs. This approach provides the flexibility necessary to establish BMPs which can effectively address source control of pollutants during changing construction activities.

All dischargers shall prepare and implement a SWPPP prior to disturbing a site. The SWPPP must be implemented at the appropriate level to protect water quality at all times throughout the life of the project. Nonstorm water BMPs must be implemented year round. The SWPPP shall remain on the site while the site is under construction, commencing with the initial mobilization and ending with the termination of coverage under the permit.

The SWPPP has two major objectives: (1) to help identify the sources of sediment and other pollutants that affect the quality of storm water discharges and (2) to describe and ensure the implementation of BMPs to reduce or eliminate sediment and other pollutants in storm water as well as nonstorm water discharges. The SWPPP shall include BMPs which address source control and, if necessary, shall also include BMPs which address pollutant control.

Required elements of a SWPPP include: (1) site description addressing the elements and characteristics specific to the site, (2) descriptions of BMPs for erosion and sediment controls, (3) BMPs for construction waste handling and disposal, (4) implementation of approved local plans, (5) proposed post-construction controls, including description of local post-construction erosion and sediment control requirements, and (6) nonstorm water management.

To ensure that the preparation, implementation, and oversight of the SWPPP is sufficient for effective pollution prevention, individuals responsible for creating, revising, overseeing, and implementing the SWPPP should participate in applicable training programs and document such training in the SWPPP.

SWPPPs are reports that are available to the public under Section 308(b) of the CWA and will be made available by the RWQCB upon request.

Monitoring Program

Another major feature of the General Permit is the development and implementation of a monitoring program. All dischargers are required to conduct inspections of the construction site prior to anticipated storm events and after actual storm events. During extended storm events, inspections must be made during each 24-hour period. The goals of these inspections are (1) to identify areas contributing to a storm water discharge; (2) to evaluate whether measures to reduce pollutant loadings identified in the SWPPP are adequate and properly installed and functioning in accordance with the terms of the General Permit; and (3) whether additional control practices or corrective maintenance activities are needed. Equipment, materials, and

workers must be available for rapid response to failures and emergencies. All corrective maintenance to BMPs shall be performed as soon as possible, depending upon worker safety.

Each discharger shall certify annually that the construction activities are in compliance with the requirements of this General Permit. Dischargers who cannot certify annual compliance shall notify the appropriate RWQCB. A well-developed monitoring program will provide a good method for checking the effectiveness of the SWPPP.

Retention of Records

The discharger is required to retain records of all monitoring information, copies of all reports required by this General Permit, and records of all data used to complete the NOI for all construction activities to be covered by the General Permit for a period of at least three years from the date generated. This period may be extended by request of the SWRCB and/or RWQCB. With the exception of reporting noncompliance to the appropriate RWQCB, dischargers are not required to submit the records, except upon specific request by the RWQCB.

NOTICE OF INTENT (NOI) TO COMPLY WITH THE TERMS
OF THE GENERAL PERMIT TO DISCHARGE STORM WATER
ASSOCIATED WITH CONSTRUCTION ACTIVITY

GENERAL INSTRUCTIONS

Who Must Submit

Discharges of storm water associated with construction that results in the disturbance of one acre or more of land must apply for coverage under the General Construction Activities Storm Water Permit (General Permit). Construction activity which is a part of a larger common area of development or sale must also be permitted. (For example, if 4 acres of a 20-acre subdivision is disturbed by construction activities, and the remaining 16 acres is to be developed at a future date, the property owner must obtain a General Storm Water Permit for the 4-acre project). Construction activity includes, but is not limited to: clearing, grading, demolition, excavation, construction of new structures, and reconstruction of existing facilities involving removal and replacement that results in soil disturbance. This includes construction access roads, staging areas, storage areas, stockpiles, and any off-site areas which receive run-off from the construction project such as discharge points into a receiving water. Construction activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility.

The owner of the land where the construction activity is occurring is responsible for obtaining a permit. Owners may obtain coverage under the General Permit by filing a NOI in accordance with the following instructions. Coverage for construction activity conducted on easements (e.g., pipeline construction) or on nearby properties by agreement or permission, or by an owner or lessee of a mineral estate (oil, gas, geothermal, aggregate, precious metals, and/or industrial minerals) entitled to conduct the activities, shall be obtained by the entity responsible for the construction activity. Linear construction projects which will have construction activity occurring in one or more than one Region should contact the State Water Resources Control Board at the number listed below prior to submitting an NOI application for specific information related to the use of the NOI form.

Construction Activity Not Covered By This General Permit

Storm water discharges in the Lake Tahoe Hydrologic Unit will be regulated by a separate permit(s) adopted by the California Regional Water Quality Control Board, Lahontan Region, and will not be covered under the State Water Resources Control Board's (SWRCB) General Permit. Storm water discharges on Indian Lands will be regulated by the U.S. Environmental Protection Agency.

Where to Apply

The NOI form, vicinity map, and appropriate fee must be mailed to the SWRCB at the following address:

State Water Resources Control Board
Division of Water Quality
Attn: Storm Water Permit Unit
P.O. Box 1977
Sacramento, CA 95812-1977

When to Apply

Property owners proposing to conduct construction activities subject to this General Permit must file a Notice of Intent prior to the commencement of construction activity.

Fees

The total annual fee is the current base fee plus applicable surcharges for all construction sites submitting an NOI. Checks should be made payable to: SWRCB.

Completing the Notice of Intent (NOI)

The submittal to obtain coverage under the General Permit must include a completed NOI Form (Notice of Intent, attached), a vicinity map, and the appropriate annual fee. The NOI must be completely and accurately filled out; the vicinity map and annual fee must be included with the NOI or the submittal is considered incomplete and will be rejected. A construction site is considered to be covered by the General Permit upon filing a complete NOI submittal, and implementation of a defensible Storm Water Pollution Prevention Plan (SWPPP). Upon receipt of a complete NOI submittal, each discharger will be sent a receipt letter containing the waste discharger's identification (WDID) number.

Questions?

If you have any questions on completing the NOI please call the SWRCB at (916) 341-5537.

NOI-LINE-BY-LINE INSTRUCTIONS

Please type or print when completing the NOI Form and vicinity map.

SECTION I--NOI STATUS

Mark one of the two boxes at the top portion of the NOI. Check box 1 if the NOI is being completed for new construction. Check box 2 if the NOI is being submitted to report changes for a construction site already covered by the General Permit. An example of a change that warrants a resubmittal of the NOI is a change of total area of the construction site. The permit is non-transferable, a change of ownership requires a Notice of Termination (NOT) submittal and a new NOI. Complete only those portions of the NOI that apply to the changes (the NOI must always be signed). If box 2 is checked, the WDID number must be included.

SECTION II--PROPERTY OWNER

Enter the construction site owner's official or legal name and address; contact person (if other than owner), title, and telephone number.

SECTION III--DEVELOPER / CONTRACTOR INFORMATION

Enter the name of the developer's (or general contractor's) official or legal name, address, contact person, title, and telephone number. The contact person should be someone who is familiar with the construction site and is responsible for compliance and oversight of the general permit.

SECTION IV-CONSTRUCTION PROJECT INFORMATION

Enter the project name, site address, county, city, (or nearest city if construction is occurring in an unincorporated area), zip code, and telephone number (if any) of the construction site. Include an emergency contact telephone or pager number. Construction site information should include latitude and longitude designations, tract numbers, and/or mile post markers, if applicable. The site contact person should be someone who is familiar with the project, site plans, SWPPP, and monitoring program. All NOIs must be accompanied by a vicinity map.

Part A: Enter the total size in acres of all areas associated with construction activity, including all access roads.

Part B: Enter the total size in acres of the area to be disturbed by construction activity and the percentage of the area listed in Part A above that this represents.

Part C: Enter the percentage of the site that is impervious (areas where water cannot soak into the ground, such as concrete, asphalt, rooftops, etc.) before and after construction.

Part D: Include tract numbers, if available.

- Part E: Enter the mile post marker number at the project site location.
- Part F: Indicate whether the construction site is part of a larger common plan of development or sale. For example, if the construction activity is occurring on a two-acre site which is within a development that is one acre or greater, answer yes.
- Part G: Enter the name of the development (e.g. "Quail Ridge Subdivision", "Orange Valley Estates", etc.).
- Part H: Indicate when construction will begin (month, day, year). When a NOI is being submitted due to a change in ownership, the commencement date should be the date the new ownership took effect.
- Part I: Indicate the percentage of the total project area to be mass graded.
- Part J: Enter the estimated completion dates for the mass grading activities and for the project completion.
- Part K: Indicate the type(s) of construction taking place. For example, "Transportation" should be checked for the construction of roads; "Utility" should be checked for installation of sewer, electric, or telephone systems. Include a description of the major construction activities, (e.g., 20 single family homes, a supermarket, an office building, a factory, etc.)

SECTION V--BILLING ADDRESS

To continue coverage under the General Permit, the annual fee must be paid. Indicate where the annual fee invoice should be mailed by checking one of the following boxes:

Owner: sent to the owners address as it appears in Section II.

Developer/Contractor: sent to the developer's address as it appears in Section III.

Other: sent to a different address and enter that address in the spaces provided.

SECTION VI--REGULATORY STATUS

Indicate whether or not the site is subject to local erosion/sediment control ordinances. Indicate whether the erosion/sediment control plan designed to comply with the ordinance addresses the construction of infrastructure and structures in addition to grading. Identify the name and telephone number of the local agency, if applicable.

SECTION VII--RECEIVING WATER INFORMATION

Part A: Indicate whether the storm water runoff from the construction site discharges indirectly to waters of the United States, directly to waters of the United States, or to a separate storm drain system.

Indirect discharges include discharges that may flow overland across adjacent properties or rights-of-way prior to discharging into waters of the United States.

Enter the name of the owner/operator of the relevant storm drain system, if applicable. Storm water discharges directly to waters of the United States will typically have an outfall structure directly from the facility to a river, lake, creek, stream, bay, ocean, etc. Discharges to separate storm sewer systems are those that discharge to a collection system operated by municipalities, flood control districts, utilities, or similar entities.

Part B: Enter the name of the receiving water. Regardless of point of discharge, the owner must determine the receiving water for the construction site's storm water discharge. Enter the name of the receiving water.

SECTION VIII--IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

Part A: Indicate the status of the SWPPP, date prepared, or availability for review. Also indicate if a tentative construction schedule has been included in the SWPPP (the inclusion of a construction activity schedule is a mandatory SWPPP requirement).

Part B: Provide information concerning the status of the development of a monitoring program, a component of the SWPPP which outlines an inspection and maintenance schedule for the proposed Best Management Practices (BMPs). Provide name and phone number of program preparer.

Part C: Provide the name and phone numbers of the responsible party or parties designated to insure compliance with all elements of the General Permit and SWPPP.

SECTION IX--VICINITY MAP AND FEE

Provide a "to scale" or "to approximate scale" drawing of the construction site and the immediate surrounding area. Whenever possible, limit the map to an 8.5" x 11' or 11" x 17" sheet of paper. At a minimum, the map must show the site perimeter, the geographic features surrounding the site, and general topography, and a north arrow. The map must also include the location of the construction project in relation to named streets, roads, intersections, or landmarks. A NOI containing a map which does not clearly indicate the location of the construction project will be rejected. Do not submit blueprints unless they meet the above referenced size limits.

SECTION X--CERTIFICATIONS

This section must be completed by the owner or signatory agent of the construction site*. The certification provides assurances that the NOI and vicinity map were completed in an accurate and complete fashion and with the knowledge that penalties exist for providing false information. Certification also requires the owner to comply with the provisions in the General Permit.

* For a corporation: a responsible corporate officer (or authorized individual). For a partnership or sole proprietorship: a general partner or the proprietor, respectively. For a municipality, State, Federal, or other public agency: either a principal executive officer, ranking elected official, or duly authorized representative.



State Water Resources Control Board

NOTICE OF INTENT

TO COMPLY WITH THE TERMS OF THE
GENERAL PERMIT TO DISCHARGE STORM WATER
ASSOCIATED WITH CONSTRUCTION ACTIVITY (WQ ORDER No. 99-08-DWQ)



I. NOI STATUS (SEE INSTRUCTIONS)

MARK ONLY ONE ITEM	1. <input type="checkbox"/> New Construction	2. <input type="checkbox"/> Change of Information for WDID#	<input type="text"/>
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II. PROPERTY OWNER

Name		Contact Person		
Mailing Address		Title		
City	State	Zip	Phone	
Owner Type (check one) 1. <input type="checkbox"/> Private Individual 2. <input type="checkbox"/> Business 3. <input type="checkbox"/> Municipal 4. <input type="checkbox"/> State 5. <input type="checkbox"/> Federal 6. <input type="checkbox"/> Other				

III. DEVELOPER/CONTRACTOR INFORMATION

Developer/Contractor		Contact Person		
Mailing Address		Title		
City	State	Zip	Phone	

IV. CONSTRUCTION PROJECT INFORMATION

Site/Project Name		Site Contact Person		
Physical Address/Location		Latitude _____°	Longitude _____°	County
City (or nearest City)		Zip	Site Phone Number	Emergency Phone Number
A. Total size of construction site area: _____ Acres	C. Percent of site imperviousness (including rooftops): Before Construction: _____% After Construction: _____%		D. Tract Number(s): _____, _____	
B. Total area to be disturbed: _____ Acres (% of total _____)			E. Mile Post Marker: _____	
F. Is the construction site part of a larger common plan of development or sale? <input type="checkbox"/> YES <input type="checkbox"/> NO		G. Name of plan or development:		
H. Construction commencement date: ____/____/____		J. Projected construction dates: Complete grading: ____/____/____ Complete project: ____/____/____		
I. % of site to be mass graded: _____				
K. Type of Construction (Check all that apply): 1. <input type="checkbox"/> Residential 2. <input type="checkbox"/> Commercial 3. <input type="checkbox"/> Industrial 4. <input type="checkbox"/> Reconstruction 5. <input type="checkbox"/> Transportation 6. <input type="checkbox"/> Utility Description: _____ 7. <input type="checkbox"/> Other (Please List): _____				

V. BILLING INFORMATION

SEND BILL TO: <input type="checkbox"/> OWNER (as in II. above)	Name	Contact Person	
<input type="checkbox"/> DEVELOPER (as in III. above)	Mailing Address	Phone/Fax	
<input type="checkbox"/> OTHER (enter information at right)	City	State	Zip

VI. REGULATORY STATUS

A. Has a local agency approved a required erosion/sediment control plan?..... YES NO
Does the erosion/sediment control plan address construction activities such as infrastructure and structures?..... YES NO
Name of local agency: _____ Phone: _____

B. Is this project or any part thereof, subject to conditions imposed under a CWA Section 404 permit of 401 Water Quality Certification?..... YES No
If yes, provide details: _____

VII. RECEIVING WATER INFORMATION

A. Does the storm water runoff from the construction site discharge to (Check all that apply):
1. Indirectly to waters of the U.S.
2. Storm drain system - Enter owner's name: _____
3. Directly to waters of U.S. (e.g. , river, lake, creek, stream, bay, ocean, etc.)

B. Name of receiving water: (river, lake, creek, stream, bay, ocean): _____

VIII. IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

A. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) (check one)
 A SWPPP has been prepared for this facility and is available for review: Date Prepared: ____/____/____ Date Amended: ____/____/____
 A SWPPP will be prepared and ready for review by (enter date): ____/____/____
 A tentative schedule has been included in the SWPPP for activities such as grading, street construction, home construction, etc.

B. MONITORING PROGRAM
 A monitoring and maintenance schedule has been developed that includes inspection of the construction BMPs before anticipated storm events and after actual storm events and is available for review.
If checked above: A qualified person has been assigned responsibility for pre-storm and post-storm BMP inspections to identify effectiveness and necessary repairs or design changes..... YES NO
Name: _____ Phone: _____

C. PERMIT COMPLIANCE RESPONSIBILITY
A qualified person has been assigned responsibility to ensure full compliance with the Permit, and to implement all elements of the Storm Water Pollution Prevention Plan including:
1. Preparing an annual compliance evaluation..... YES NO
Name: _____ Phone: _____
2. Eliminating all unauthorized discharges..... YES NO

IX. VICINITY MAP AND FEE (must show site location in relation to nearest named streets, intersections, etc.)

Have you included a vicinity map with this submittal? YES NO
Have you included payment of the annual fee with this submittal?..... YES NO

X. CERTIFICATIONS

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. In addition, I certify that I have read the entire General Permit, including all attachments, and agree to comply with and be bound by all of the provisions, requirements, and prohibitions of the permit, including the development and implementation of a Storm Water Pollution Prevention Plan and a Monitoring Program Plan will be complied with."

Printed Name: _____
Signature: _____ Date: _____
Title: _____

303d Listed Water Bodies for Sedimentation

REGION	WATER BODY NAME	CODE	POLLUTANT
1	MATTOLE RIVER	1100	Sedimentation/Siltation
1	TRINITY RIVER, SOUTH FORK	1100	Sedimentation/Siltation
1	REDWOOD CREEK	1100	Sedimentation/Siltation
1	MAD RIVER	1100	Sedimentation/Siltation
1	ELK RIVER	1100	Sedimentation/Siltation
1	EEL RIVER, SOUTH FORK	1100	Sedimentation/Siltation
1	EEL RIVER, NORTH FORK	1100	Sedimentation/Siltation
1	TRINITY RIVER	1100	Sedimentation/Siltation
1	EEL RIVER, MIDDLE FORK	1100	Sedimentation/Siltation
1	MAD RIVER	2500	Turbidity
1	TEN MILE RIVER	1100	Sedimentation/Siltation
1	NOYO RIVER	1100	Sedimentation/Siltation
1	BIG RIVER	1100	Sedimentation/Siltation
1	ALBION RIVER	1100	Sedimentation/Siltation
1	NAVARRO RIVER	1100	Sedimentation/Siltation
1	GARCIA RIVER	1100	Sedimentation/Siltation
1	GUALALA RIVER	1100	Sedimentation/Siltation
1	RUSSIAN RIVER	1100	Sedimentation/Siltation
1	TOMKI CREEK	1100	Sedimentation/Siltation
1	VAN DUZEN RIVER	1100	Sedimentation/Siltation
1	EEL RIVER DELTA	1100	Sedimentation/Siltation
1	EEL RIVER, MIDDLE MAIN FORK	1100	Sedimentation/Siltation
1	ESTERO AMERICANO	1100	Sedimentation/Siltation
1	NAVARRO RIVER DELTA	1100	Sedimentation/Siltation
1	EEL RIVER, UPPER MAIN FORK	1100	Sedimentation/Siltation
1	FRESHWATER CREEK	1100	Sedimentation/Siltation
1	SCOTT RIVER	1100	Sedimentation/Siltation
2	TOMALES BAY	1100	Sedimentation/Siltation
2	NAPA RIVER	1100	Sedimentation/Siltation
2	SONOMA CREEK	1100	Sedimentation/Siltation
2	PETALUMA RIVER	1100	Sedimentation/Siltation
2	LAGUNITAS CREEK	1100	Sedimentation/Siltation
2	WALKER CREEK	1100	Sedimentation/Siltation
2	SAN GREGORIO CREEK	1100	Sedimentation/Siltation

2	SAN FRANCISQUITO CREEK	1100	Sedimentation/Siltation
2	PESCADERO CREEK (REG 2)	1100	Sedimentation/Siltation
2	BUTANO CREEK	1100	Sedimentation/Siltation
3	MORRO BAY	1100	Sedimentation/Siltation
3	SAN LORENZO RIVER ESTUARY	1100	Sedimentation/Siltation
3	SHINGLE MILL CREEK	1100	Sedimentation/Siltation
3	MOSS LANDING HARBOR	1100	Sedimentation/Siltation
3	WATSONVILLE SLOUGH	1100	Sedimentation/Siltation
3	SAN LORENZO RIVER	1100	Sedimentation/Siltation
3	ELKHORN SLOUGH	1100	Sedimentation/Siltation
3	SALINAS RIVER LAGOON (NORTH)	1100	Sedimentation/Siltation
3	GOLETA SLOUGH/ESTUARY	1100	Sedimentation/Siltation
3	CARPINTERIA MARSH (EL ESTERO MARSH)	1100	Sedimentation/Siltation
3	LOMPICO CREEK	1100	Sedimentation/Siltation
3	MORO COJO SLOUGH	1100	Sedimentation/Siltation
3	VALENCIA CREEK	1100	Sedimentation/Siltation
3	PAJARO RIVER	1100	Sedimentation/Siltation
3	RIDER GULCH CREEK	1100	Sedimentation/Siltation
3	LLAGAS CREEK	1100	Sedimentation/Siltation
3	SAN BENITO RIVER	1100	Sedimentation/Siltation
3	SALINAS RIVER	1100	Sedimentation/Siltation
3	CHORRO CREEK	1100	Sedimentation/Siltation
3	LOS OSOS CREEK	1100	Sedimentation/Siltation
3	SANTA YNEZ RIVER	1100	Sedimentation/Siltation
3	SAN ANTONIO CREEK (SANTA BARBARA COUNTY)	1100	Sedimentation/Siltation
3	CARBONERA CREEK	1100	Sedimentation/Siltation
3	SOQUEL LAGOON	1100	Sedimentation/Siltation
3	APTOS CREEK	1100	Sedimentation/Siltation
4	MUGU LAGOON	1100	Sedimentation/Siltation
5	HUMBUG CREEK	1100	Sedimentation/Siltation
5	PANOCHÉ CREEK	1100	Sedimentation/Siltation
5	FALL RIVER (PIT)	1100	Sedimentation/Siltation
6	BEAR CREEK (R6)	1100	Sedimentation/Siltation
6	MILL CREEK (3)	1100	Sedimentation/Siltation
6	HORSESHOE LAKE (2)	1100	Sedimentation/Siltation
6	BRIDGEPORT RES	1100	Sedimentation/Siltation
6	TOPAZ LAKE	1100	Sedimentation/Siltation
6	LAKE TAHOE	1100	Sedimentation/Siltation



Linda S. Adams
Secretary for
Environmental Protection

State Water Resources Control Board

Division of Water Quality

1001 I Street • Sacramento, California 95814 • (916) 341-5537
Mailing Address: P.O. Box 1977 • Sacramento, California • 95812-1977
FAX (916) 341-5543 • Internet Address: <http://www.waterboards.ca.gov/stormwtr/index.html>



Arnold Schwarzenegger
Governor

To: Storm Water Permit Holder

**RE: NOTICE OF TERMINATION OF COVERAGE UNDER THE GENERAL
CONSTRUCTION STORM WATER PERMIT (GENERAL PERMIT)**

In order for us to terminate your coverage under the General Permit, please complete and submit the enclosed Notice of Termination (NOT) your local Regional Water Quality Control Board (RWQCB). Refer to the last page of the NOT packet for RWQCB locations.

Submittal of a NOT does not guarantee termination and outstanding invoices are still valid. If your NOT is denied, you will be required to continue complying with the requirements of the General Permit and all outstanding invoice(s) are due. You will be notified of your NOT status by the RWQCB or State Water Resources Control Board. Approval of your Notice of Termination does not relieve you from paying any applicable outstanding invoices.

Should you have any questions regarding this matter, please contact your local RWQCB at the number listed on the back page of the NOT package, or the Storm Water Unit at (916) 341-5537.

Sincerely,

Storm Water Unit
Division of Water Quality

Enclosure

SEND TO YOUR LOCAL RWQCB FOR APPROVAL

State of California
State Water Resources Control Board

NOTICE OF TERMINATION

OF COVERAGE UNDER THE NPDES GENERAL PERMIT NO. CAS000002
FOR DISCHARGES OF STORM WATER
ASSOCIATED WITH CONSTRUCTION ACTIVITY

Submission of this Notice of Termination constitutes notice that the owner (and his/her agent) of the site identified on this form is no longer authorized to discharge storm water associated with construction activity by NPDES General Permit No. CAS000002.

I. WDID NO.

II. OWNER

COMPANY NAME _____ CONTACT PERSON _____
STREET ADDRESS _____ TITLE _____
CITY _____ STATE _____ ZIP _____ PHONE _____

III. CONSTRUCTION SITE INFORMATION

A. DEVELOPER NAME _____ **CONTACT PERSON** _____
STREET ADDRESS _____ TITLE _____
CITY _____ CA _____ ZIP _____ PHONE _____

B. SITE ADDRESS _____ **COUNTY** _____
CITY _____ CA _____ ZIP _____ PHONE _____

IV. BASIS OF TERMINATION

_____ 1. The construction project is complete and the following conditions have been met.

- All elements of the Storm Water Pollution Prevention Plan have been completed.
- Construction materials and waste have been disposed of properly.
- The site is in compliance with all local storm water management requirements.
- A post-construction storm water operation and management plan is in place.

Date of project completion ____/____/____

_____ 2. Construction activities have been suspended, either temporarily _____ or indefinitely _____ and the following conditions have been met.

- All elements of the Storm Water Pollution Prevention Plan have been completed.
- Construction materials and waste have been disposed of properly.
- All denuded areas and other areas of potential erosion are stabilized.
- An operation and maintenance plan for erosion and sediment control is in place.
- The site is in compliance with all local storm water management requirements.

SEND TO YOUR LOCAL RWQCB FOR APPROVAL

Date of suspension ____/____/____ Expected start up date ____/____/____

____ 3. Site can not discharge storm water to waters of the United States (check one).

____ All storm water is retained on site.

____ All storm water is discharged to evaporation or percolation ponds offsite.

____ 4. Discharge of storm water from the site is now subject to another NPDES general permit or an individual NPDES permit.

NPDES Permit No. _____ Date coverage began ____/____/____

____ 5. There is a new owner of the identified site. Date of owner transfer ____/____/____

Was the new owner notified of the General Permit requirements? YES ____ NO ____

NEW OWNER INFORMATION

COMPANY NAME _____ CONTACT PERSON _____

STREET ADDRESS _____ TITLE _____

CITY _____ STATE _____ ZIP _____ PHONE _____

V. EXPLANATION OF BASIS OF TERMINATION (Attach site photographs - see instructions).

VI. CERTIFICATION:

I certify under penalty of law that all storm water discharges associated with construction activity from the identified site that are authorized by NPDES General Permit No. CAS000002 have been eliminated or that I am no longer the owner of the site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with construction activity under the general permit, and that discharging pollutants in storm water associated with construction activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this Notice of Termination does not release an owner from liability for any violations of the general permit or the Clean Water Act.

PRINTED NAME _____ TITLE _____

SIGNATURE: _____ DATE ____/____/____

REGIONAL WATER BOARD USE ONLY

This Notice of Termination has been reviewed, and I recommend termination of coverage under the subject NPDES general permit.

Printed Name _____ Region No. _____

Signature _____ Date ____/____/____

NOT effective date:
Date: ____/____/____

**INSTRUCTIONS FOR COMPLETING
NOTICE OF TERMINATION
FOR CONSTRUCTION ACTIVITY**

Who May File

Dischargers who are presently covered under NPDES General Permit No. CAS000002 for discharge of storm water associated with construction activity may submit a Notice of Termination when they meet one of the following criteria.

1. The construction project has been completed and the following conditions have been met: all elements of the Stormwater Pollution Prevention Plan have been completed; construction materials and equipment maintenance waste have been disposed of properly; the site is in compliance with all local storm water management requirements including erosion/sediment control requirements and the appropriate use permits have been obtained; and a post-construction storm water operation and management plan is in place.
2. Construction activities have been suspended, either temporarily or indefinitely and the following conditions have been: all elements of the Stormwater Pollution Prevention Plan have been completed; construction materials and equipment maintenance waste have been disposed of properly; all denuded areas and other areas of potential erosion are stabilized; an operation and maintenance plan for erosion and sediment control is in place; and the site is in compliance with all local storm water management requirements including erosion/sediment control requirements.
The date construction activities were suspended, and the expected date construction activities will start up again should be provided.
3. Construction site can not discharge storm water to waters of the United States. Please indicate if all storm water is retained on site or if storm water is collected offsite.
4. Discharge of construction storm water from the site is now subject to another NPDES general permit or an individual NPDES permit. The general permit or individual permit NPDES number and date coverage began should be provided.
5. There is a new owner of the identified site. If ownership or operation of the facility has been transferred then the previous owner must submit a Notice of Termination and the new owner must submit a Notice of Intent for coverage under the general permit. The date of transfer and information on the new owner should be provided. Note that the previous owner may be liable for discharge from the site until the new owner files a Notice of Intent for coverage under the general permit.

Where to File

Submit the Notice of Termination to the Executive Officer of the Regional Water Quality Control Board responsible for the area in which the facility is located. See attached. Submittal of a NOT does not guarantee termination and outstanding invoices are still valid. If the Executive Officer, or his designated staff, agrees with the basis of termination, the Notice of Termination will be transmitted to the State Water Board for processing at which time it will be determined if any outstanding invoices are still valid. Approval of your Notice of Termination does not relieve you from paying any applicable outstanding invoices. If the Executive Officer, or his designated staff, does not agree with the basis of termination, the Notice of Termination will be returned. The Regional Water Board may also inspect your site prior to accepting the basis of termination.

LINE-BY-LINE INSTRUCTIONS

All necessary information must be provided on the form. Type or print in the appropriate areas only. Submit additional information, if necessary, on a separate sheet of paper.

SECTION I--WDID NO.

The WDID No. is a number assigned to each discharger covered under the General Permit. If you do not know your WDID No., please call the State Water Board or Regional Water Board and request it prior to submittal of the Notice of Termination.

SECTION II--OWNER

Enter the owner of the construction site's official or legal name (This should correspond with the name on the Notice of Intent submitted for the site), address of the owner, contact person, and contact person's title and telephone number.

SECTION III--CONSTRUCTION SITE INFORMATION

In Part A, enter the name of the developer (or general contractor), address, contact person, and contact person's title and telephone number. The contact person should be the construction site manager completely familiar with the construction site and charged with compliance and oversight of the general permit. This information should correspond with information on the Notice of Intent submitted for the site.

In Part B, enter the address, county, and telephone number (if any) of the construction site. Construction sites that do not have a street address must attach a legal description of the site.

SECTION IV--BASIS OF TERMINATION

Check the category which best defines the basis of your termination request. See the discussion of the criteria in the Who May File section of these instructions. Provide dates and other information requested. Use the space under Explanation of Basis of Termination heading.

SECTION V--EXPLANATION OF BASIS OF TERMINATION

Please explain the basis or reasons why you believe your construction site is not required to comply with the General Permit. To support your explanation, provide a site map and photograph of your site.

SECTION VI--CERTIFICATION

This section must be completed by the owner of the site.

The Notice of Termination must be signed by:

For a Corporation: a responsible corporate officer

For a Partnership or Sole Proprietorship: a general partner or the proprietor, respectively.

For a Municipality, State, or other Non-Federal Public Agency: either a principal executive officer or ranking elected official.

For a Federal Agency: either the chief or senior executive officer of the agency.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARDS

NORTH COAST REGION (1)
 5550 Skylane Blvd, Ste. A
 Santa Rose, CA 95403
 (707) 576-2220 FAX: (707)523-0135
<http://www.waterboards.ca.gov/northcoast/>

SAN FRANCISCO BAY REGION (2)
 1515 Clay Street, Ste. 1400
 Oakland, CA 94612
 (510) 622-2300 FAX: (510) 622-2640
<http://www.waterboards.ca.gov/sanfranciscobay/>

CENTRAL COAST REGION (3)
 895 Aerovista Place, Ste 101
 San Luis Obispo, CA 93401
 (805) 549-3147 FAX: (805) 543-0397
<http://www.waterboards.ca.gov/centralcoast/>

LOS ANGELES REGION (4)
 320 W. 4th Street, Ste. 200
 Los Angeles, CA 90013
 (213) 576-6600 FAX: (213) 576-6640
<http://www.waterboards.ca.gov/losangeles/>

LAHONTAN REGION (6 SLT)
 2501 Lake Tahoe Blvd.
 South Lake Tahoe, CA 96150
 (530) 542-5400 FAX: (530) 544-2271
<http://www.waterboards.ca.gov/lahontan/>

VICTORVILLE OFFICE (6V)
 14440 Civic Drive, Ste. 200
 Victorville, CA 92392-2383
 (760) 241-6583 FAX: (760) 241-7308
<http://www.waterboards.ca.gov/lahontan/>

CENTRAL VALLEY REGION (5S)
 11020 Sun Center Dr., #200
 Rancho Cordova, CA 95670-6114
 (916) 464-3291 FAX: (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley/>

FRESNO BRANCH OFFICE (5F)
 1685 E St.
 Fresno, CA 93706
 (559) 445-5116 FAX: (559) 445-5910
<http://www.waterboards.ca.gov/centralvalley/>

REDDING BRANCH OFFICE (5R)
 415 Knollcrest Drive, Ste. 100
 Redding, CA 96002
 (530) 224-4845 FAX: (530) 224-4857
<http://www.waterboards.ca.gov/centralvalley/>

COLORADO RIVER BASIN REGION (7)
 73-720 Fred Waring Dr., Ste. 100
 Palm Desert, CA 92260
 (760) 346-7491 FAX: (760) 341-6820
<http://www.waterboards.ca.gov/coloradoriver/>

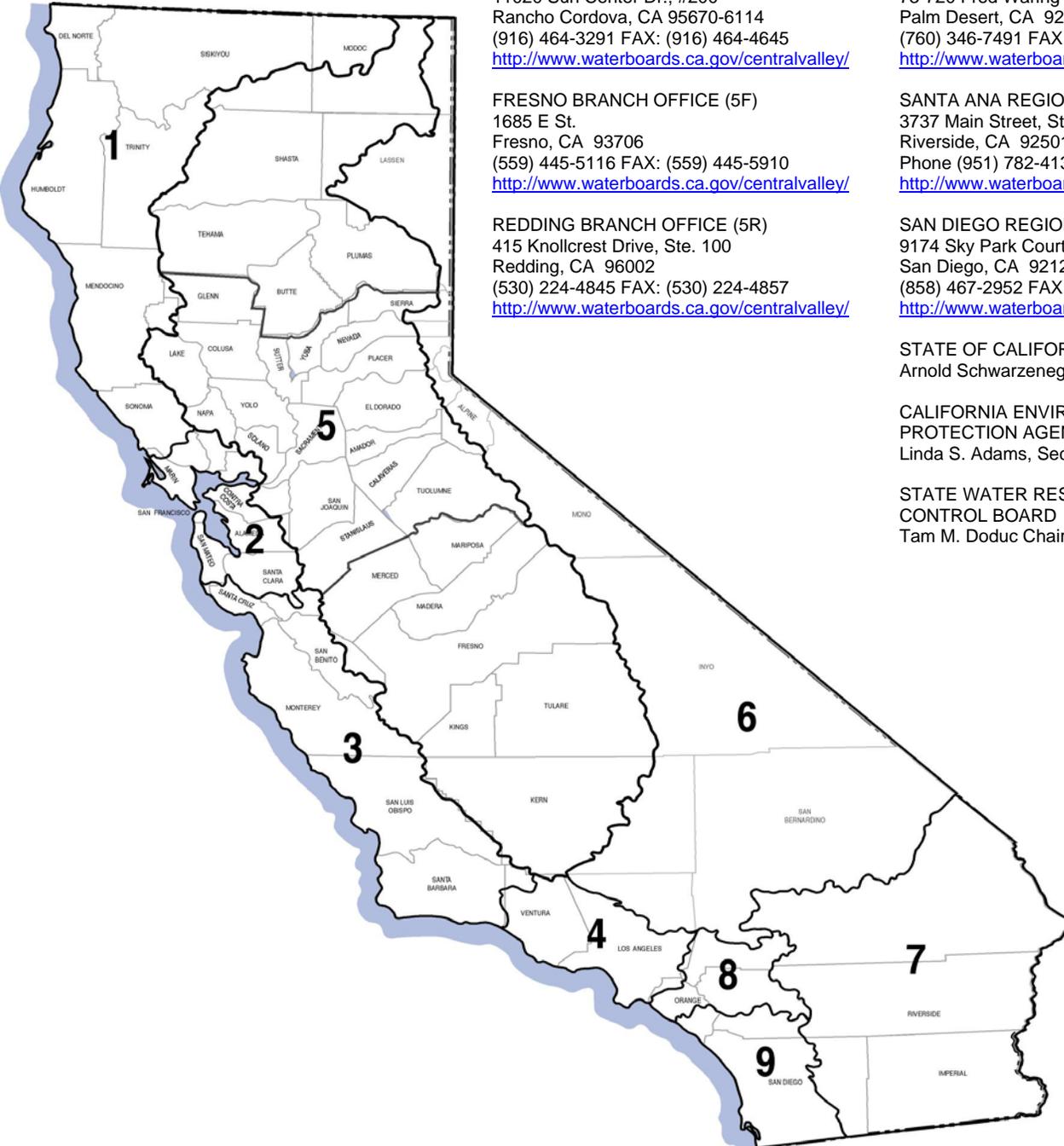
SANTA ANA REGION (8)
 3737 Main Street, Ste. 500
 Riverside, CA 92501-3339
 Phone (951) 782-4130 FAX: (951) 781-6288
<http://www.waterboards.ca.gov/santaana/>

SAN DIEGO REGION (9)
 9174 Sky Park Court, Ste. 100
 San Diego, CA 92123-4340
 (858) 467-2952 FAX: (858) 571-6972
<http://www.waterboards.ca.gov/sandiego/>

STATE OF CALIFORNIA
 Arnold Schwarzenegger, Governor

**CALIFORNIA ENVIRONMENTAL
 PROTECTION AGENCY**
 Linda S. Adams, Secretary

**STATE WATER RESOURCES
 CONTROL BOARD**
 Tam M. Doduc Chair



APPENDIX VII

PROJECT CONSTRUCTION SIGNS

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



PROJECT FUNDING SOURCE
SIGN ASSEMBLY

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



PROJECT FUNDING SOURCE SIGN

NOTE: SIGN SHALL NOT BE INSTALLED WITHOUT PROJECT FUNDING SOURCE PLAQUE (SEE SHEET 3).

Dimensions in inches

A	B	C	D	E	F	G	H	J	K	L	M	N	P
120	84	1.5	6	5 D	4.5	8 D*	3.75	6 D*(45LC)	14.5	10	27.917	5	10.831
84	60	1	5	4 C	3.5	6 C*	3	4 D*(3LC)	9.25	7	19.047	4	7.362

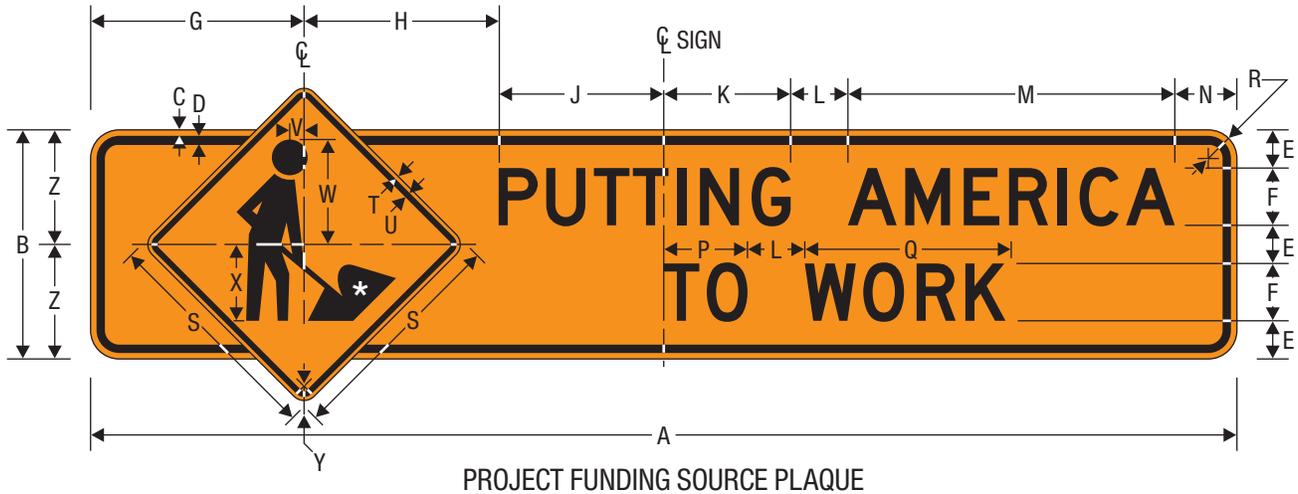
Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD
14.087	8.106	11.556	49.42	2.742	5.258	46.904	6.812	46.76	22.472	8	16.288	5	30
9.484	5.162	7.763	31.722	2.415	3.585	30.552	4.542	30.911	14.737	6	10.175	4	21

EE	FF	GG
11	4.5	3
7.5	2.25	2.25

- * Increase character spacing 50%
- ** See Pictograph page 4
- *** See Pictograph page 5

COLORS: LEGEND, BORDER — WHITE (RETROREFLECTIVE)
BACKGROUND — GREEN (RETROREFLECTIVE)

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



NOTE: PLAQUE SHALL NOT BE INSTALLED WITHOUT SIGN (SEE SHEET 2).

* See *Standard Highway Signs* Page 6-59 for symbol design.

Dimensions in inches

A	B	C	D	E	F	G	H	J	K	L	M	N	P
120	24	0.625	0.875	4	6 D	22.349	20.370	17.281	13.28	6	34.22	6.5	8.765
84	18	0.375	0.625	3.5	4 D	16.607	15.686	9.707	10.667	4	22.813	5	5.843

Q	R	S	T	U	V	W	X	Y	Z
21.013	3	24	0.375	0.625	1.5	11	8	1.5	12
14.009	2.25	18	0.375	0.625	1	7	6	1.5	9

COLORS: LEGEND, BORDER — BLACK
BACKGROUND — ORANGE (RETROREFLECTIVE)

PROJECT FUNDING SOURCE SIGN ASSEMBLY AMERICAN RECOVERY AND REINVESTMENT ACT SIGN LAYOUT DETAILS



RECOVERY
Vector-Based, Vinyl-Ready Pictograph

- | | |
|--------------------------|---------------------------|
| COLORS: LEGEND, OUTLINE | — WHITE (RETROREFLECTIVE) |
| BORDER | — BLUE (RETROREFLECTIVE) |
| BACKGROUND (UPPER) | — BLUE (RETROREFLECTIVE) |
| BACKGROUND (LOWER RIGHT) | — RED (RETROREFLECTIVE) |
| BACKGROUND (LOWER LEFT) | — GREEN (RETROREFLECTIVE) |

APPENDIX VIII

CENTERLINE TIES AND BENCHMARK INFORMATION

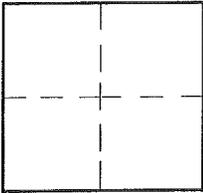
CORNER RECORD

Document Number 363

City of TORRANCE

County of Los Angeles, California

Brief Legal Description CENTERLINE INTERSECTION OF CRENSHAW BOULEVARD AND EL DORADO STREET



CORNER TYPE

Govt. Corner [] Control [x]
Meander [] Property []
Rancho [] Other []
Date of Survey 05-18-2007

COORDINATES (Optional)

N.
E.
Zone NAD27 [] NAD83 []
NAD83 Epoch
Elev.
Vert. Datum: NGVD29 [] NAVD88 []
Meas. Units: Metric [] Imperial []

Corner - Left as found [x] Found & tagged [] Established [] Reestablished [] Rebuilt []

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:
FOUND LEAD & TACK PER CITY OF TORRANCE TIE BOOK T-53-C-10.

A description of the physical condition of the monument as found and as set or reset:

FOUND LEAD & TACK IN GOOD CONDITION.
MONUMENT AS SHOWN REFERENCED FOR PRE-CONSTRUCTION ACTIVITIES.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyors' Act on 07-18-2007

Signed Jeremy L. Evans P.L.S. or R.C.E. No. 5282



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received DEC 17 2007

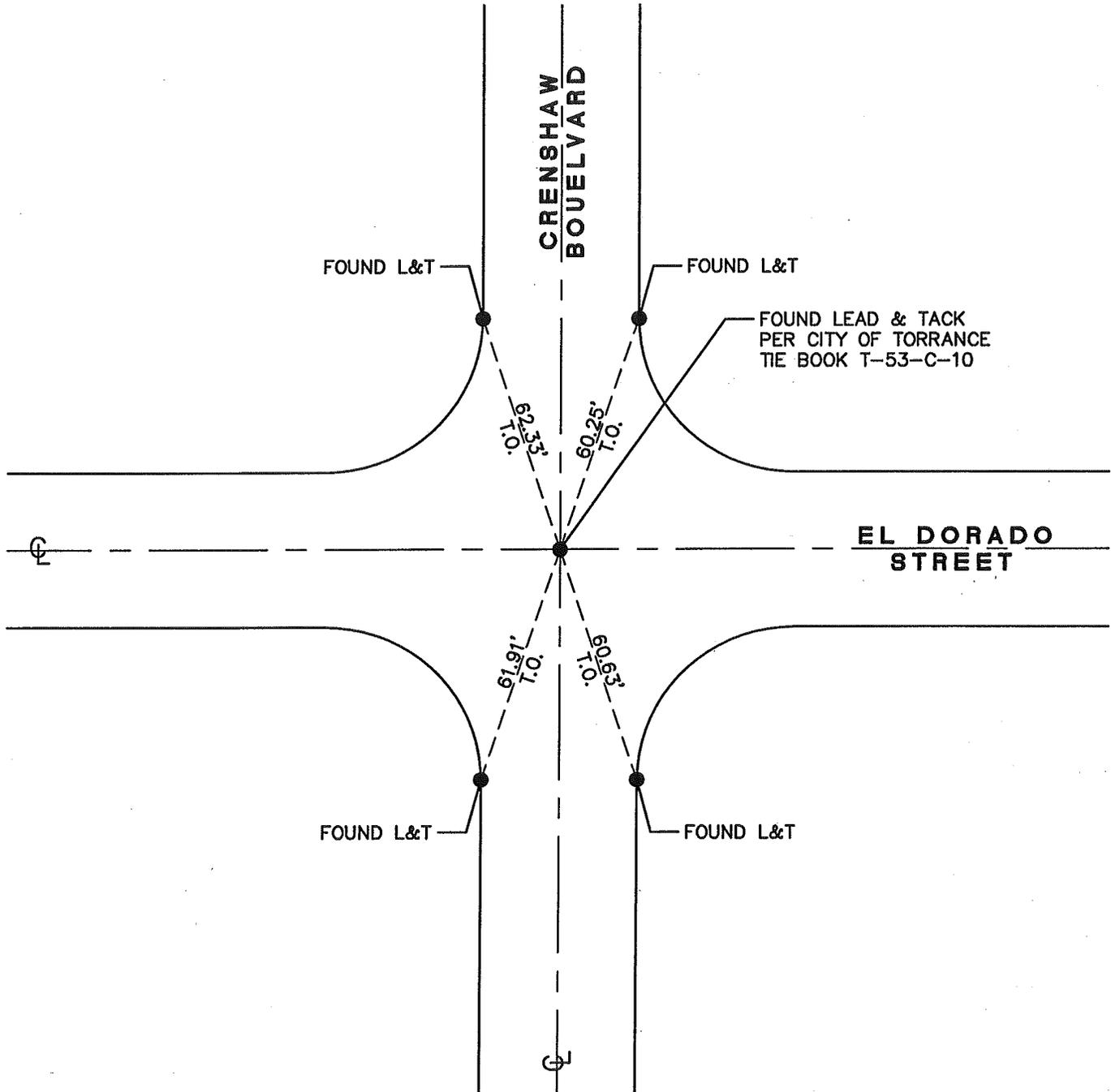
and examined and filed FEB 28 2008

Signed Curt M. O'Bryan P.L.S. or R.C.E. No. 6388

Title: DEPUTY COUNTY SURVEYOR



County Surveyor's Comment



LEGEND

- L&T LEAD AND TACK
- T.O. TANGENT OVER
- FOUND AS DESCRIBED

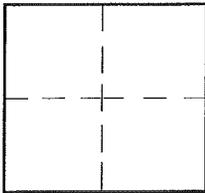
CORNER RECORD

Document Number 365

City of TORRANCE

County of Los Angeles, California

Brief Legal Description CENTERLINE INTERSECTION OF CRENSHAW BOULEVARD AND CARSON STREET



CORNER TYPE

Govt. Corner [] Control [x]
Meander [] Property []
Rancho [] Other []
Date of Survey 05-18-2007

COORDINATES (Optional)

N.
E.
Zone NAD27 [] NAD83 []
NAD83 Epoch
Elev.
Vert. Datum: NGVD29 [] NAVD88 []
Meas. Units: Metric [] Imperial []

Corner - Left as found [x] Found & tagged [] Established [] Reestablished [] Rebuilt []

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:
FOUND SPIKE & WASHER AS SHOWN ON THE MAP FILED IN BOOK 86, PAGES 37 THROUGH 42 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

A description of the physical condition of the monument as found and as set or reset:

FOUND SPIKE & ILLEGIBLE WASHER IN GOOD CONDITION.
MONUMENT AS SHOWN REFERENCED FOR PRE-CONSTRUCTION ACTIVITIES.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyors' Act on 07-18-2007

Signed Jeremy L Evans P.L.S. or R.C.E. No. 5282



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received DEC 17 2007

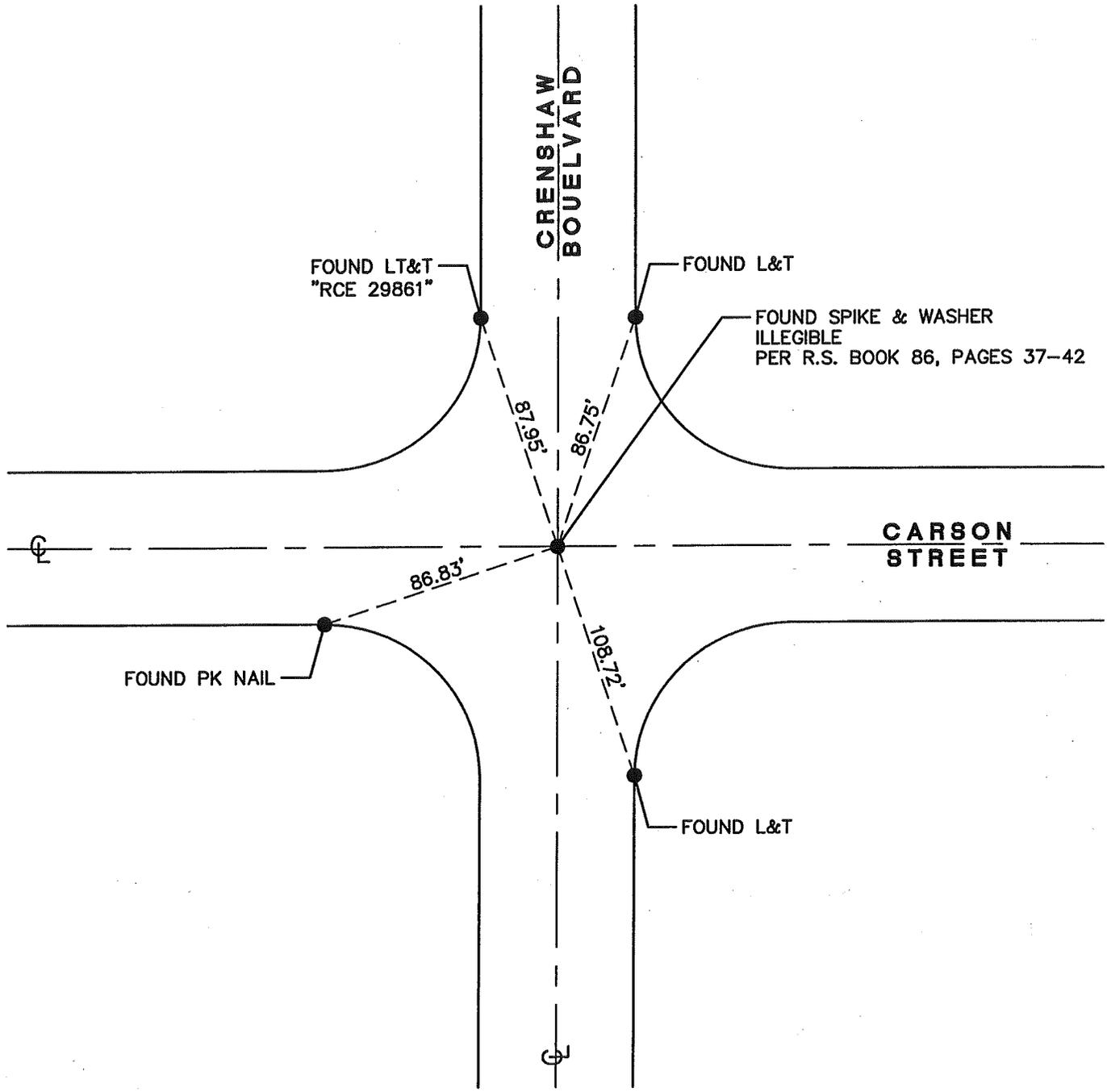
and examined and filed FEB 28 2008

Signed Curt M. O'Bryan P.L.S. or R.C.E. No. 6388

Title: DEPUTY COUNTY SURVEYOR



County Surveyor's Comment



- LEGEND**
- LT&T LEAD, TACK AND TAG
 - L&T LEAD AND TACK
 - R.S. RECORD OF SURVEY
 - FOUND AS DESCRIBED

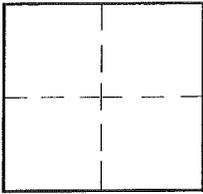
CORNER RECORD

Document Number 367

City of TORRANCE

County of Los Angeles, California

Brief Legal Description CENTERLINE INTERSECTION OF CRENSHAW BOULEVARD AND MONTEREY STREET



CORNER TYPE

Govt. Corner [] Control [x]
Meander [] Property []
Rancho [] Other []
Date of Survey 05-18-2007

COORDINATES (Optional)

N.
E.
Zone NAD27 [] NAD83 []
NAD83 Epoch
Elev.
Vert. Datum: NGVD29 [] NAVD88 []
Meas. Units: Metric [] Imperial []

Corner - Left as found [x] Found & tagged [] Established [] Reestablished [] Rebuilt []

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner: FOUND RAILROAD SPIKE PUNCHED "LS 3866" PER CITY OF TORRANCE TIE BOOK T-51-C-23.

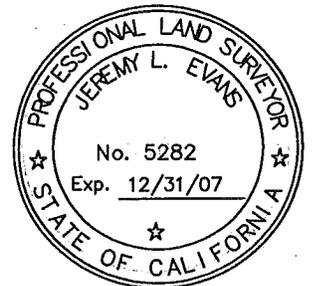
A description of the physical condition of the monument as found and as set or reset:

FOUND RAILROAD SPIKE IN GOOD CONDITION.
MONUMENT AS SHOWN REFERENCED FOR PRE-CONSTRUCTION ACTIVITIES.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyors' Act on 07-18-2007

Signed Jeremy L. Evans P.L.S. or R.C.E. No. 5282



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received DEC 17 2007

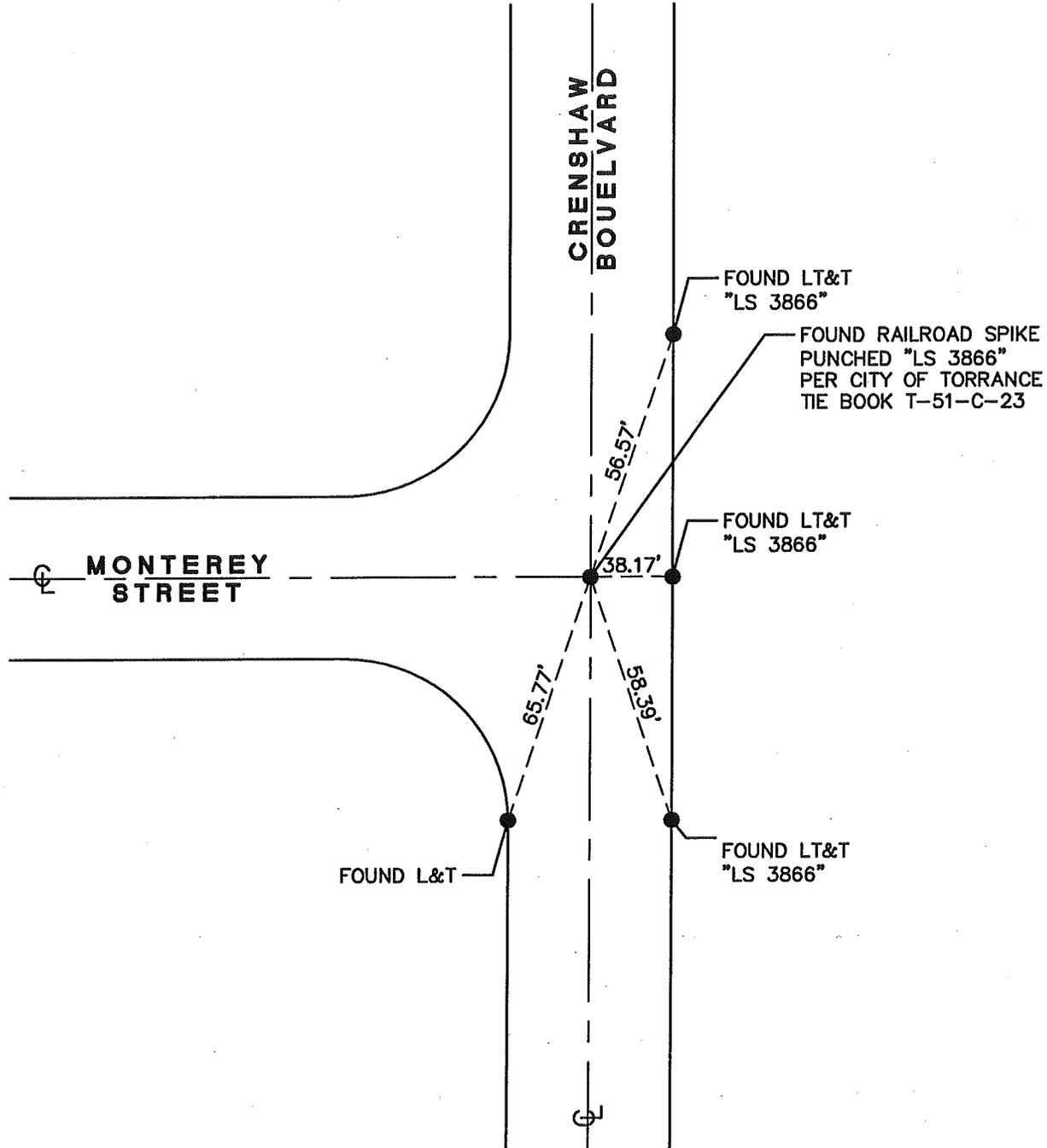
and examined and filed FEB 28 2008

Signed Curt M. O'Bryan P.L.S. or R.C.E. No. 6388

Title: DEPUTY COUNTY SURVEYOR



County Surveyor's Comment



LEGEND

- LT&T LEAD, TACK AND TAG
- L&T LEAD AND TACK
- FOUND AS DESCRIBED

PWFB 0518

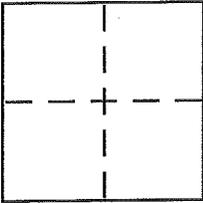
CORNER RECORD

Document Number 369

City of TORRANCE

County of LOS ANGELES, California

Brief Legal Description CENTERLINE INTERSECTION OF CRENSHAW BOULEVARD AND PLAZA DEL AMO



CORNER TYPE

Government Corner [] Control [x]
Meander [] Property []
Rancho [] Other []
Date of Survey 05-18-2007

COORDINATES (Optional)

N.
E.
Zone NAD27 [] NAD83 []
NAD83 Epoch
Elev.
Vert. Datum: NGVD29 [] NAVD88 []
Meas. Units: Metric [] Imperial []

Corner - Left as found [x] Found and tagged [] Established [] Reestablished [] Rebuilt []

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:
FOUND RAILROAD SPIKE PUNCHED "RCE 21687" PER CITY OF TORRANCE TIE BOOK T-51-C-23.

A description of the physical condition of the monument as found and as set or reset:
FOUND RAILROAD SPIKE IN GOOD CONDITION.
MONUMENT AS SHOWN REFERENCED FOR PRE-CONSTRUCTION ACTIVITIES.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyor's Act on 07-18-2007

Signed Jeremy L Evans P.L.S or R.C.E. No. 5282



COUNTY SURVEYOR'S STATEMENT

This Corner Record was received DEC 17 2007

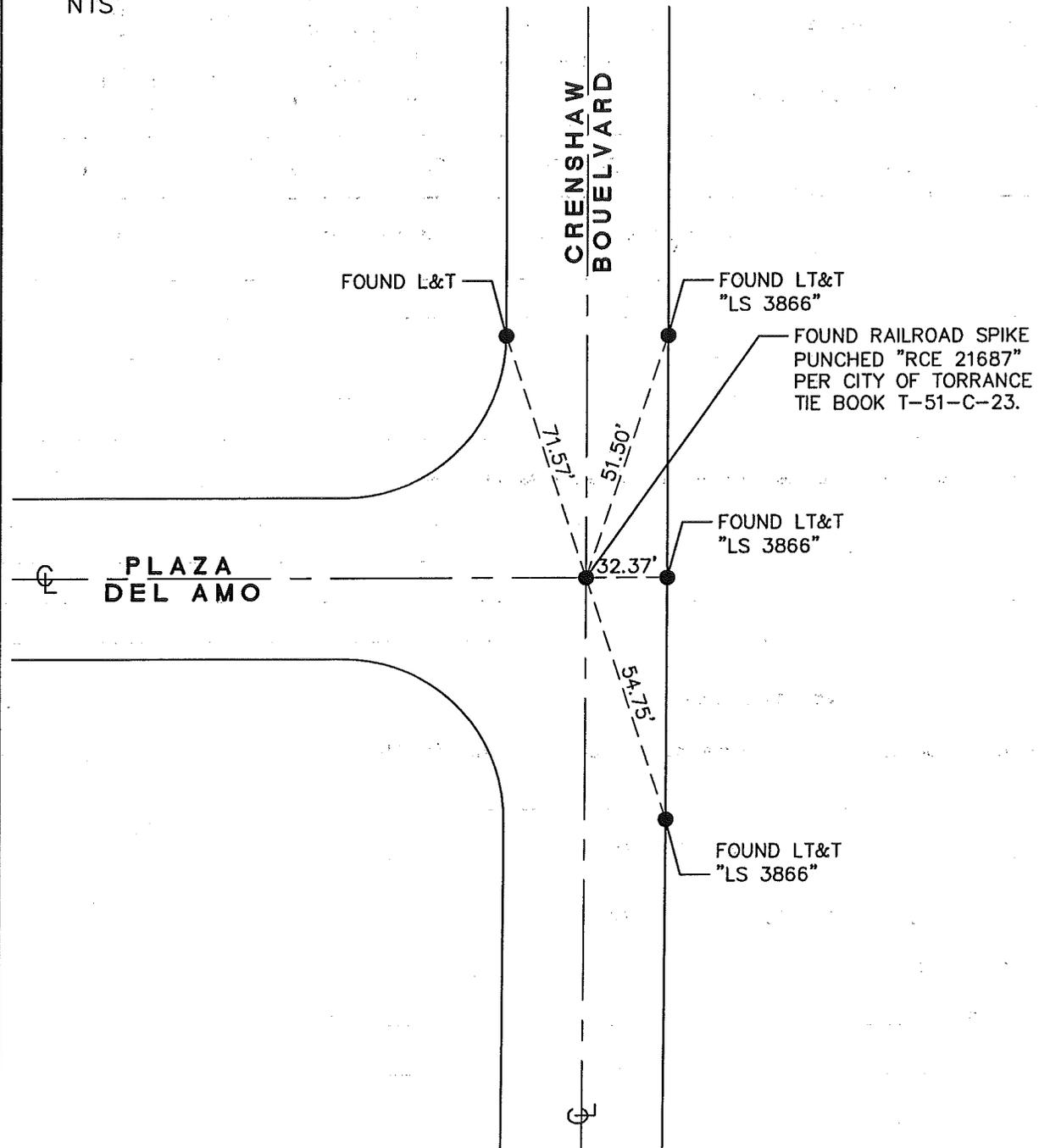
and examined and filed FEB 28 2008

Signed Curt M. O'Bryan P.L.S or R.C.E. No. 6388

Title DEPUTY COUNTY SURVEYOR



County Surveyor's Comment



LEGEND

- LT&T LEAD, TACK AND TAG
- L&T LEAD AND TACK
- FOUND AS DESCRIBED

PWFB 0518

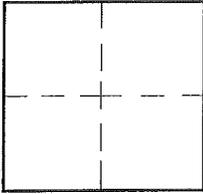
CORNER RECORD

Document Number 371

City of TORRANCE

County of Los Angeles, California

Brief Legal Description CENTERLINE INTERSECTION OF CRENSHAW BOULEVARD AND SONOMA STREET



CORNER TYPE

Govt. Corner [] Control [x]
Meander [] Property []
Rancho [] Other []
Date of Survey 05-18-2007

COORDINATES (Optional)

N.
E.
Zone NAD27 [] NAD83 []
NAD83 Epoch
Elev.
Vert. Datum: NGVD29 [] NAVD88 []
Meas. Units: Metric [] Imperial []

Corner - Left as found [x] Found & tagged [] Established [] Reestablished [] Rebuilt []

Identification and type of corner found: Evidence used to identify or procedure used to establish or reestablish the corner:
FOUND RAILROAD SPIKE PER CITY OF TORRANCE TIE BOOK T-53-C-10.

A description of the physical condition of the monument as found and as set or reset:

FOUND RAILROAD SPIKE IN GOOD CONDITION.
MONUMENT AS SHOWN REFERENCED FOR PRE-CONSTRUCTION ACTIVITIES.

SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyors' Act on 07-18-2007

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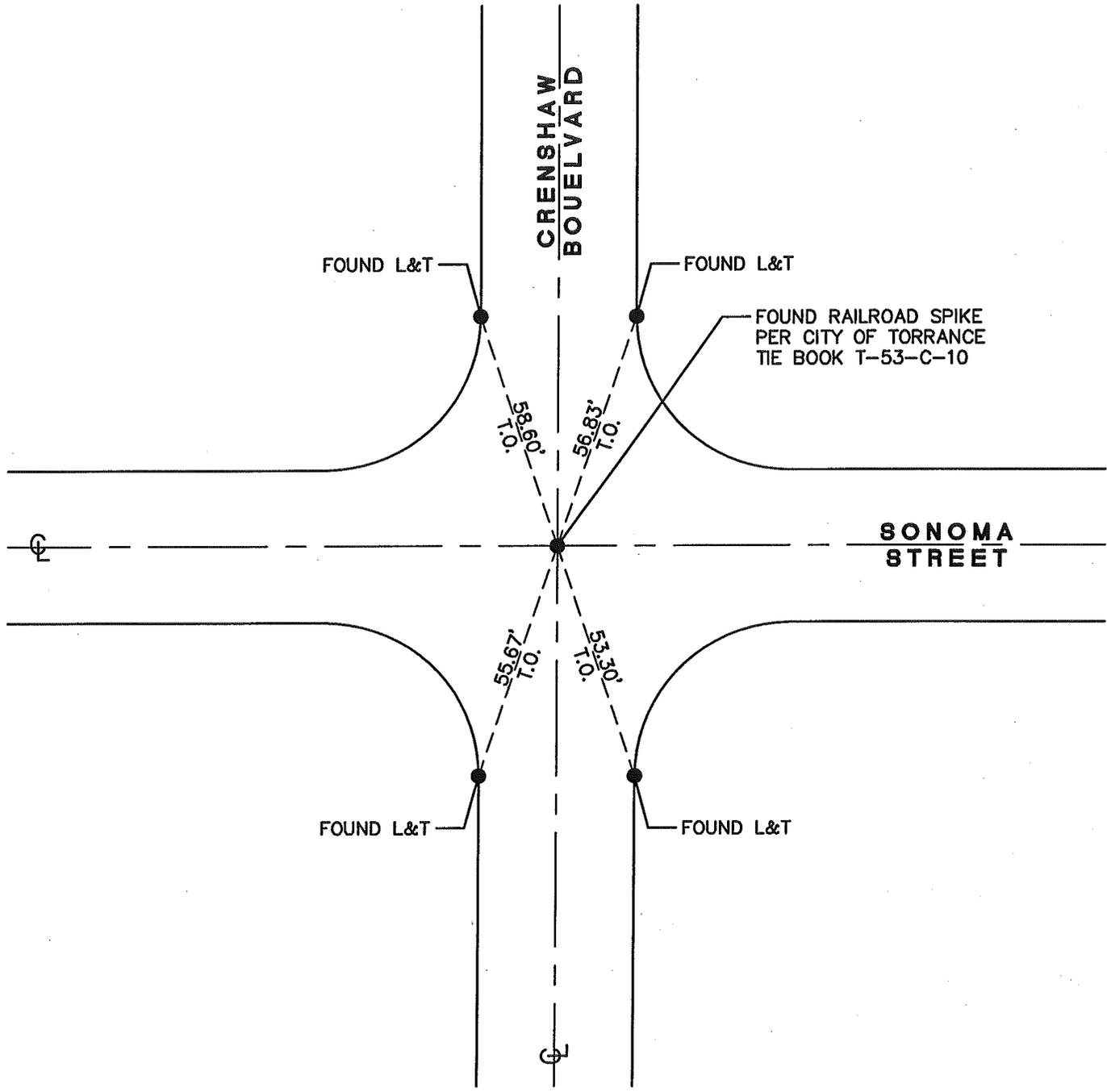
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Signed Curt M. O'Bryan P.L.S. or R.C.E. No. 6388

Title: DEPUTY COUNTY SURVEYOR



County Surveyor's Comment



LEGEND

- L&T LEAD AND TACK
- T.O. TANGENT OVER
- FOUND AS DESCRIBED

QUAD YEAR	ELEV FOOT/METER	DESCRIPTION	BM NUMBER
BASELINE (2005)	86.030 26.222	L&T IN S CB 300MM(1FT) W/O BCR @ SW COR SEPULVEDA BLVD & ERIEL AVE	Y 10176
BASELINE (2005)	89.129 27.167	RDBM TAG IN E CB 300MM(1FT) N/O BCR @ NE COR CRENSHAW BL & TORRANCE BL	Y 10178
BASELINE (2005)	88.603 27.006	L&SPK IN N CB 1.8M(6FT) W/O BCR @ NW COR CRENSHAW BL & TORRANCE BL	Y 10179
BASELINE (2005)	78.085 23.800	RDBM TAG IN S CB 300MM(1FT) E/O BCR @ @ SE COR CRENSHAW BL & DOMINGUEZ ST	Y 10180
BASELINE (2005)	63.405 19.326	RDBM TAG IN W CB 300MM(1FT) S/O BCR @ SW COR CRENSHAW BL & 182ND ST	Y 10181
BASELINE (2005)	63.053 19.219	RDBM TAG IN W CB 300MM(1FT) S/O BCR @ NW COR CRENSHAW BL & 182ND ST	Y 10182
BASELINE (2005)	44.455 13.550	RDBM TAG IN E CB 300MM(1FT) S/O BCR @ SE COR CRENSHAW BLVD & REDONDO BEACH BLVD	Y 10183
BASELINE (2005)	44.859 13.673	RDBM TAG IN CB RET 2.7M(9FT) S/O BCR @ NE COR CRENSHAW BLVD & REDONDO BEACH BLVD	Y 10184
GARDENA (2005)	35.930 10.951	L&N IN W CB 4.9M(16') N/O BCR @ NW COR WILMINGTON AVE & 233RD ST	Y 10494
GARDENA (2005)	33.147 10.103	DPW BM TAG IN N CB 3M(10') W/O BCR @ NW COR 230TH ST & WILMINGTON AVE	Y 10495
GARDENA (2005)	32.576 9.929	DPW BM TAG IN E CB WILMINGTON AVE & 15.2M(50') N/O C/L PROD 230TH ST	Y 10496
GARDENA (2005)	25.857 7.881	L&N IN W CB 4M(13') N/O BCR @ NW COR WILMINGTON AVE & WATSON CENTER RD	Y 10497
GARDENA (2005)	27.632 8.422	DPW BM TAG IN E CB 1.5M(5') S/O BCR @ S EDGE OF ENT GATE TO #20720 S WILMINGTON AVE 322M(0.2MI) N/O C/L DOMINGUEZ ST NR LT STD #4023087E	Y 10498
GARDENA (2005)	137.527 41.918	DPW BM TAG IN E CB 1.5M(5') S/O BCR @ SE COR CASHDAN ST & WILMINGTON AVE	Y 10500
GARDENA (2005)	145.548 44.363	DPW BM TAG IN E CB 1.5M(5') N/O BCR @ NE COR CASHDAN ST & WILMINGTON AVE	Y 10501
GARDENA (2005)	90.637 27.626	DPW BM TAG IN CB 1.5M(5') W/O BCR @ NE COR WILMINGTON AVE & GREENLEAF BLVD	Y 10502
GARDENA (2005)	69.613 21.218	DPW BM TAG IN CB 3M(10') E/O BCR @ NE COR ALONDRA BLVD & HASKINS LN	Y 10503
GARDENA (2005)	59.634 18.176	DPW BM TAG IN CB RET 3M(10') W/O BCR @ NE COR ALONDRA BLVD & AVALON BLVD	Y 10504
GARDENA (2005)	65.171 19.864	DPW BM TAG IN S CB 1.5M(5') E/O BCR @ SE COR 190TH ST & VAN NESS AVE	Y 10506

QUAD YEAR	ELEV FOOT/METER	DESCRIPTION	BM NUMBER
BASELINE (2005)	78.606 23.959	DPW BM TAG IN E CB 16.2M(53FT) N/O C/L DRWY TO HSE #25118 NARBONNE AVE (NR PP #826780H)	Y 10551
BASELINE (2005)	95.980 29.255	DPW BM TAG IN W CB 9.8M(32FT) W/O BCR @ SW COR 254TH ST & NARBONNE AVE	Y 10552
BASELINE (2005)	123.290 37.579	DPW BM TAG IN S CB 11.6M(38FT) E/O BCR @ SE COR PACIFIC COAST HWY & NARBONNE AVE	Y 10553
BASELINE (2005)	91.011 27.740	DPW BM TAG IN W CB 15.8M(52FT) N/O BCR @ NW COR CARSON ST & CRENSHAW BLVD	Y 10554
BASELINE (2005)	88.380 26.938	DPW BM TAG IN E CB 1.5M(5FT) S/O BCR @ SE COR CARSON ST & CRENSHAW BLVD	Y 10555
BASELINE (2005)	84.514 25.760	DPW BM TAG IN W CB 16.5M(54FT) S/O BCR @ SW COR PLAZA DEL AMO & CRENSHAW BL	Y 10556
BASELINE (2005)	81.105 24.721	DPW BM TAG IN N CB 1.2M(4FT) W/O BCR @ NW COR CRENSHAW BL & SEPULVEDA BL	Y 10557
BASELINE (2005)	72.228 22.015	LACO BM TAG E CB 600MM(2FT) N/O BCR @ NE COR ALAMEDA ST (E BBL) & ROSECRANS AVE	Y 10769
GARDENA (2005)	91.308 27.831	CO ENG BM DISC IN W CB @ S END C. B. 300MM(1') W/O CF @ NW COR AVALON BL & COMPTON BL 55.8M(183') N/O & 12.5M(41') W/O C/L INT MKD (BM 23-1B 1974 RE 7078)	Y 10771
BASELINE (2005)	49.665 15.138	L&T IN S CB ROSECRANS BL ON C/L PROD AROATH AVE	Y 10847
BASELINE (2005)	25.020 7.626	DPW BM TAG IN W CB 15.2M(50') W/O C/L ALAMEDA ST & 7.6M(25') S/O C/L PROD ON/OFF RAMP N BOUND 405 FRWY	Y 10852
BASELINE (2005)	44.863 13.674	DPW BM TAG IN S CB LOMITA BL & 27.3M(13') W/O C/L DRWY ENT TO AMC AUTO SALVAGE #1310 531M(0.3MI) E/O C/L WILMINGTON AVE	Y 10858
BASELINE (2005)	33.395 10.179	DPW BM TAG IN S CB 1M(3.3') W/O BCR @ SW COR LOMITA BL & VAN TRESS AVE	Y 10859
BASELINE (2005)	24.570 7.489	CITY LA 50MM(2") BR DISC IN CB @ B/W 15M(49') N/O C/L LOMITA BL & 37M(121') W/O W SIDE (110) FRWY OPP HARBOR CITY MOBILE PARK #760 LOMITA BL	Y 10860
BASELINE (2005)	131.017 39.934	DPW BM TAG IN N CB 1.2M(4FT) W/O BCR @ NW COR PACIFIC COAST HWY & AIRPORT DR	Y 10862
BASELINE (2005)	145.912 44.474	DPW BM TAG IN N CB 1M(3.3FT) W/O BCR @ NW COR PACIFIC COAST HWY & ROLLING HILLS WAY	Y 10863
BASELINE (2005)	111.174 33.886	DPW BM TAG IN N CB 1M(3.3FT) E/O BCR @ NE COR PACIFIC COAST HWY & MADISON ST	Y 10864
BASELINE (2005)	79.059 24.097	DPW BM TAG IN W CB 1.2M(4FT) N/O BCR @ NW COR LOMITA BLVD & HAWTHORNE BLVD	Y 10866
BASELINE (2005)	78.652 23.973	L&BR IN E CB 300MM(1FT) N/O BCR @ NE COR HAWTHORNE BLVD & 227TH ST	Y 10867

QUAD YEAR	ELEV FOOT/METER	DESCRIPTION	BM NUMBER
BASELINE (2005)	86.327 26.313	DPW BM TAG IN S CB 12M(39.5FT) E/O BCR @ SE COR HICKORY AVE & SEPULVEDA BLVD	Y 10870
BASELINE (2005)	44.171 13.463	CITY LA DISC IN N CB 3M(10') W/O BCR @ NW COR LOMITA BL & BAY POINT AVE MKD (PBM 21-07383 1983)	Y 10871
BASELINE (2005)	82.575 25.169	L&BR IN MOST ELY CB @ BCR HAWTHORNE BLVD 54M(177FT) E/O C/L & 19M(62FT) S/O C/L SEPULVEDA BLVD	Y 10872
BASELINE (2005)	80.279 24.469	DPW BM TAG IN E CB 5M(16.4FT) N/O BCR @ NE COR CRENSHAW BLVD & SEPULVEDA BLVD	Y 10873
BASELINE (2005)	72.904 22.221	DPW BM TAG IN E CB 1M(3.3FT) N/O BCR @ NE COR CRENSHAW BLVD & 208TH ST	Y 10874
BASELINE (2005)	62.054 18.914	DPW BM TAG IN W CB 19.6M(64FT) S/O BCR @ SW COR 190TH ST & CRENSHAW BL	Y 10876
BASELINE (2005)	62.959 19.190	DPW BM TAG IN W CB (W SER RD) CRENSHAW BLVD 1M(3.3FT) S/O BCR 4.3M(14FT) W/O C/L & 14M(46FT) S/O C/L 186TH ST	Y 10877
BASELINE (2005)	61.293 18.682	DPW BM TAG IN W CB 1.2M(4FT) N/O BCR @ NW COR 177TH ST & CRENSHAW BLVD	Y 10878
BASELINE (2005)	47.171 14.378	DPW BM TAG IN E CB 1.2M(4FT) S/O BCR @ SE COR 170TH ST & CRENSHAW BLVD	Y 10879
BASELINE (2005)	52.311 15.944	DPW BM TAG IN W CB 1M(3.3FT) N/O BCR @ NW COR CRENSHAW BLVD & 154TH ST	Y 10880
BASELINE (2005)	50.583 15.418	DPW BM TAG IN W CB 1M(3.3FT) S/O BCR @ SW COR CRENSHAW BLVD & 147TH ST	Y 10881
GARDENA (2005)	42.604 12.986	LACO BM TAG IN N CB 1M(3.3') W/O BCR @ NW COR DELORAS DR & WILMINGTON AVE	Y 11287
GARDENA (2005)	39.431 12.019	LACO BM TAG N CB 1M(3.3') W/O BCR @ NW COR WILMINGTON AVE & SEPULVEDA BLVD	Y 11288
GARDENA (2005)	24.535 7.478	LACO BM TAG IN E CB 1M(3.3') N/O BCR @ NE COR CARSON ST & WILMINGTON AVE	Y 11289
GARDENA (2005)	26.929 8.208	LACO BM TAG IN E CB NR BCR @ NE COR WILMINGTON AVE & DOMINGUEZ ST	Y 11290
GARDENA (2005)	33.459 10.198	LACO BM TAG IN W CB NR BCR @ SW COR DEL AMO BLVD & REEVES AVE	Y 11291
GARDENA (2005)	80.869 24.649	L&T IN E CB WILMINGTON AVE ON C/L PROD HELMICK ST	Y 11292
GARDENA (2005)	193.469 58.970	L&LS TAG #2760 IN E CB WILMINGTON AVE & 11.5M(38') N/O C/L PROD GLENN CURTISS ST	Y 11293
GARDENA (2005)	181.871 55.434	LACO BM TAG E CB 1M(3.3') N/O BCR @ NE COR WILMINGTON AVE & CHARLES WILLARD ST	Y 11294
GARDENA (2005)	158.021 48.165	MWD MON 1.5M(5') E/O E CB WILMINGTON AVE 13M(43') E/O C/L & 40.4M(133') N/O C/L VICTORIA ST MKD (MFS 26 1995)	Y 11295

APPENDIX IX

MANUFACTURER'S DRAWINGS

SURFACE MOUNT COMPOSITE TACTILE

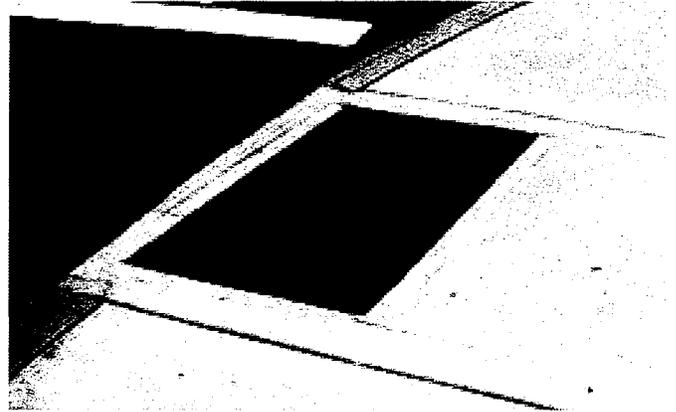
Inline Dome Pattern

DOME GEOMETRY

In accordance with ADA Regulations for Detectable Warning on Curb Ramps: Raised truncated domes with a diameter of nominal 0.9", a height of nominal 0.2", and a center-to-center spacing of nominal 1.67" minimum and 2.35" maximum.

PANEL DIMENSIONS

Tactile Panels are available in 24"x36", 24"x48", 24"x60", 36"x48" and 36"x60" sizes and measure 3/16" thick. Panels can be custom cut to fit field conditions. All four edges of each panel have a 1/2" beveled edge. Each panel has 12 to 24 pre-formed fastener locations based upon panel size.



MATERIAL

A homogenous glass and carbon reinforced composite which is colorfast and UV stable. Truncated domes are fiberglass reinforced for enhanced durability. The Tactile panel color is uniform throughout and does not rely on any type of paint coating to achieve color stability. Standard colors include: Federal Yellow, Brick Red, Clay Red, Dark Gray and Black.

PHYSICAL CHARACTERISTICS

Compressive Strength	28,900 psi	ASTM D 695
Flexural Strength	29,300 psi	ASTM D 790
Water Absorption	.07%	ASTM D 570
Slip Resistance	1.18 Dry/1.05 Wet	ASTM C 1028
Flame Spread Index	20	ASTM E 84
Salt Spray	No Change (200 hours)	ASTM B 117
Chemical Stain Testing	No Deterioration	ASTM 1308
Abrasion Resistance	549	ASTM C 501
Accelerated Weathering	Delta E<5.0 (2,000 hours)	ASTM G 155
Tensile Strength	11,600 psi	ASTM D 638
Adhesion to Conc. (20-180 degrees)	No Delamination or Degradation	ASTM C 903
Freeze/Thaw/Heat	No Disintegration	ASTM C 1026

5-Year
Warranty

INSTALLATION

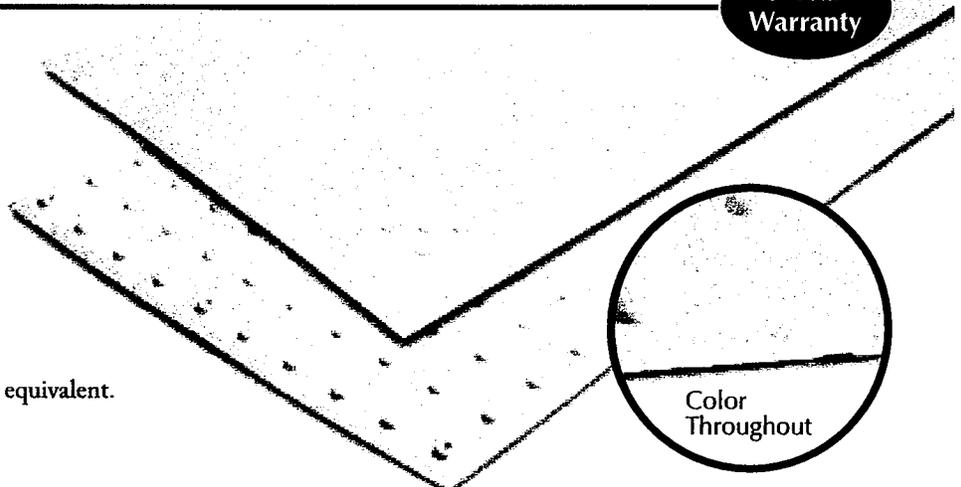
Surface Applied Tactile Panels shall be mechanically fastened and adhered to the underlying substrate.

INCIDENTALS

Fasteners: 1/4" x 1 1/2", composite sleeve anchor with stainless steel pins.

Adhesive: One component structural urethane adhesive.

Sealant: Sonneborn NP1, Sikaflex 1A, or equivalent.



Color
Throughout

