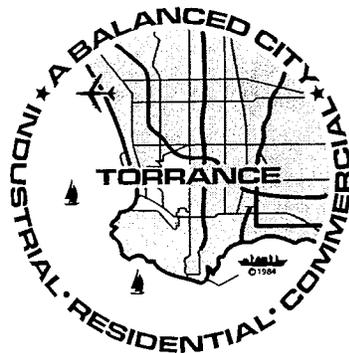


PROPOSAL, SPECIFICATIONS, BOND
AND AFFIDAVIT
FOR THE CONSTRUCTION OF

The Pacific Electric Railroad Bridge Rehabilitation and Beautification - Construction
I-125

B2012-38



TOUFIC (TED) SEMAAN
Acting City Engineer
September 2012

This project was scheduled to open on August 23, 2012 and has been rescheduled due to a lack of receipt of bids. Plans and specification have been updated. Please read through all material prior to bidding.

Please note the following changes and/or additions to the Plans and Specifications from the previous advertisement:

1. Contractor may bid if subcontractor is qualified as required in the Plans and Specifications. Experience by either contractor or subcontractor has changed from 3 similar projects to 2 similar projects. See Notice Inviting Bids for details.
2. Insurance requirements are as shown in Section D, Public Works Agreement. Limits have decreased from \$5,000,000 to \$2,000,000 general liability. Insurance and permits from Union Pacific will not be required for this project.
3. Construction Completion will be strictly 60 days from the Notice to Proceed, only.

Some vegetation has been removed from the bridge since the previous advertisement.

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SECTION A

NOTICE INVITING BIDS

CITY OF TORRANCE, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, October 18, 2012**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

CONSTRUCTION OF

The Pacific Electric Railroad Bridge Rehabilitation and Beautification

B2012-38

NOTE: This project was scheduled to open on August 23, 2012 and has been rescheduled due to a lack of receipt of bids. Plans and specification have been updated. Please read through all material prior to bidding.

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/24767.htm>

The official and required form of Proposal must be obtained at the Office of the City Clerk at Torrance City Hall, 3031 Torrance Boulevard, Torrance, California. (310) 618-2870. There is no cost if obtained at City Hall. A payment of \$5 is required if delivery is requested by mail. The amount includes tax and is not refundable. A prospective bidder must provide the firm's name, address, telephone and fax numbers, a contact person and a valid email address. *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 \$30 if picked up at City Hall, or payment of \$35 if requested by mail. Both amounts include tax. Neither amount is refundable.

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 90503-2970
ATTN: B2012-38

The Engineer's estimate for the Base Bid is between \$160,000.00 and \$180,000.00. All work on The Pacific Electric Bridge shall be completed within sixty (60) working days from the date of the Notice to Proceed (NTP).

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

No facsimile bids shall be accepted by the City.

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

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

The Contractor who will perform the work specified in this section must have had the following experience or include subcontractors who, within the last five (5) consecutive years, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work in compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and involving properties listed on the National Register of Historic Places or California Register of Historical Resources. At least one (1) of these projects should be similar in scope and type to the required work of concrete restoration work of a compatible nature to this project, specifically capable of providing the concrete surface finishes required. At least one (1) of the projects must have been reviewed by the California State Historic Preservation Office or the historic review body of a county or local municipal authority. See specifications, section 1000, section 1.5, 3900, section 1.3, 3940 section 1.3 and 4900 section 1.02 for details on required experience.

This project is not subject to state or federal prevailing wages.

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 Lea Reis, Associate Engineer, at 310-618-3055
LReis@TorranceCA.Gov

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE,CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work.

The Contractor who will perform the work specified in this section must have had the following experience or include subcontractors who, within the last five (5) consecutive years, have successfully completed in a timely fashion at least two (2) projects similar in scope and type to the required work in compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and involving properties listed on the National Register of Historic Places or California Register of Historical Resources. At least one (1) of these projects should be similar in scope and type to the required work of concrete restoration work of a compatible nature to this project, specifically capable of providing the concrete surface finishes required. At least one (1) of the projects must have been reviewed by the California State Historic Preservation Office or the historic review body of a county or local municipal authority. See specifications, section 1000, section 1.5, 3900, section 1.3, 3940 section 1.3 and 4900 section 1.02 for details on required experience.

When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

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

C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required five (5) Submittal Documents:

- 1) Bidder's Proposal
- 2) Acknowledgment Of Addenda Received
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors

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

E. BID BOND

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the Engineering 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 five (5) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

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

H. EXECUTION OF CONTRACT

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

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

I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 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 Ms. Lea Reis, Associate Engineer at LReis@TorranceCA.gov. Please list "**THE PACIFIC ELECTRIC RAILROAD BRIDGE REHABILITATION AND BEAUTIFICATION – (*question topic*)**" in the subject line of the email.

All questions must be received no later than 5:00 p.m. on the Thursday, 2 weeks prior to the date for opening the bid. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Ms. Lea Reis directly at (310) 618-3055 or via the main office line at (310) 781-6900.

SECTION C
BID DOCUMENTS

BIDDER'S PROPOSAL

Company: _____

Total Bid: _____ (PROVIDE NUMBERS)

**THE PACIFIC ELECTRIC RAILROAD BRIDGE REHABILITATION AND BEAUTIFICATION
REHABILITATION I-125
B2012-38**

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

Members of the Council:

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

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	SPEC	QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL BID
SECTION 1 - GENERAL REQUIREMENTS						
1	MOBILIZATION (5% MAX OF TOTAL BID)	9-3.4.1	1	LS	\$	\$
2	CLEARING AND GRUBBING	300-1	1	LS	\$	\$
3	PERMITS AND FEES	7-5.0	1	ALW	\$	\$
4	CONSTRUCTION SCHEDULE	6-1.5	1	LS	\$	\$
5	NPDES COMPLIANCE/BMPs	7-8.6.1	1	LS	\$	\$
6	SURVEYING	2-9.5	1	LS	\$	\$
SECTION 2 - ROADWAY - Traffic						
7	TRAFFIC CONTROL	7-10.1	1	LS	\$	\$
8	PORTABLE CHANGEABLE MESSAGE SIGN	7-15.0	2	EA	\$	\$
SECTION 3 - STRUCTURES						
9	SPALL REPAIR	3900	65	SF	\$	\$
10	CRACK REPAIR	3940	810	LF	\$	\$
11	WOODEN GUARDRAIL REPLACEMENT	6100	332	LF	\$	\$
SECTION 4 - ANTI-GRAFFITI COATING						
12	PAINT REMOVAL/CLEANING	4900	1	LS	\$	\$
13	ANTI GRAFFITI TREATMENT	210-5 4900	1	LS	\$	\$

TOTAL BID PRICE \$ _____
(Figures)*

TOTAL BID PRICE: _____
(Words)*

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

The items below, listed in Schedule B, may be included in the contract awarded for this project, if funds are available. If funds are available, the City may choose to award the contract for Bid Schedule A, and from Bid Schedule B. If so, the lowest, responsible bidder would then be based on the total amount shown for Bid Schedule "A" plus the total amount for Bid Schedule "B". If funds are not available, the City reserves the right to award the contract for only Bid Schedule "A" to the lowest responsible bidder based on the amount shown only in Bid Schedule "A".

**ADDITIVE BID ITEMS
BID SCHEDULE B**

SECTION 5- ARCHITECTURAL LIGHTING						
B-1	IN-GROUND LIGHT ASSEMBLY	86-8.03	28	EA	\$	\$
B-2	PULL BOX	86-2.06	2	EA	\$	\$
B-3	CONDUIT, WIRE, BORE	86-2.05	55	LF	\$	\$

TOTAL BID PRICE \$ _____
(Figures)*

TOTAL BID PRICE: _____
(Words)*

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

BIDDER'S PROPOSAL (Continued) B2012-38

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

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

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

Contractor: _____

Date: _____ By: _____

Contractor's State License No. _____ Class _____

Address: _____

Phone: _____

Fax: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2012-38

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

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

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
 }
COUNTY OF _____ } B2012-38

_____, being first duly sworn, deposes and says:

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

CONTRACTOR'S AFFIDAVIT (CONTINUED)

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

Dated this _____ day of _____, 20__.

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

(Contractor)

(Title)

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

BID BOND (10%)

B2012-38

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

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

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2012-38; said work being: the Construction of THE PACIFIC ELECTRIC RAILROAD BRIDGE REHABILITATION AND BEAUTIFICATION , and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

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

Principal

Surety/Attorney-in-Fact

Signature

Name: _____

Local Address: _____

Phone No.: _____

Fax No.: _____

**LIST OF SUBCONTRACTORS
B2012-38**

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: _____

Years of Experience with Historic Preservation _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

Years of Experience with Historic Preservation _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

Years of Experience with Historic Preservation _____

License Number: _____ CA License Classification/Type: _____

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

REFERENCES (Page 1 of 2)
B2012-38

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

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

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

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

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

REFERENCES (Continued) Page 2 of 2

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration _____

b. Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

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

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

B2012-38

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

Yes/No: _____ Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

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

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

SECTION D

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

PERFORMANCE BOND
B2012-38

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 **THE PACIFIC ELECTRIC RAILROAD BRIDGE REHABILITATION AND BEAUTIFICATION ,B2012-38**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

PERFORMANCE BOND (CONTINUED)

B2012-38

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
B2012-38

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Torrance for the Construction of THE PACIFIC ELECTRIC RAILROAD BRIDGE REHABILITATION AND BEAUTIFICATION ;B2012-38, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

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

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

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

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

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the THE PACIFIC ELECTRIC RAILROAD BRIDGE REHABILITATION AND BEAUTIFICATION ;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the THE PACIFIC ELECTRIC RAILROAD BRIDGE REHABILITATION AND BEAUTIFICATION Notice Inviting Bids No. B2012-38 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for threeyears 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 and its subcontractors 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 \$1,000,000 per occurrence.
 - 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence, with an annual aggregate of no less than \$2,000,000.
 - 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.
- E. 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, CA90509-2970
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
THE PACIFIC ELECTRIC RAILROAD BRIDGE REHABILITATION AND BEAUTIFICATION**

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

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

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

Duly Authorized Agent

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

Date: _____

Expiration Date: _____

**WORKERS' COMPENSATION INSURANCE CERTIFICATION
B2012-38**

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

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

CONTRACTOR

By: _____

Title: _____

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (2003) and the Standard Specifications of the State of California Department of Transportation (Caltrans) 2006, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.

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PART 1 - GENERAL PROVISIONS

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

1-2 DEFINITIONS

Add or redefine the following:

AGENCY– THE CITY OF TORRANCE, HEREIN REFERRED TO AS CITY.

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

Caltrans– The State of California, Department of Transportation Standard Specifications, 2010

Engineer – 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
APWA	American Public Works Association
UNION PACIFIC	Union Pacific Railroad
CA	City Arborist
Exist.	Existing
HASP	Health & Safety Plan
Med.	Median
M.L.	Main Line
OH	Overhead
Ped.	Pedestrian
Reconst.	Reconstruct
Temp.	Temporary
Theo.	Theoretical
WM	Wire mesh or water meter

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Replace the entire subsection with the following:

Within fifteen (15) 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 existing utility information data provided with the Contract Documents are based on existing plans and documents. The data is 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, 2012, or latest promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), 2006 or latest edition.

Applicable Standard Plans 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, 2012 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) When referenced in these Special Provisions, the State of California Department of Transportation (Caltrans) Standard Specifications, (2006 or latest edition).
- 3) Secretary of Interior's Standards for the Treatment of Historic Properties: Rehabilitation Treatment Approach.

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) Secretary of Interior's Standards for the Treatment of Historic Properties: Rehabilitation Treatment Approach.
- 10) Standard Specifications for Public Works Construction
- 11) 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 and/or Supplemental Contract 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:

2-5.3.4 Supporting Information.

Replace 6) in the second paragraph with the following:

- 6) Cast In Place Concrete: Per Project General Notes and Specifications

Add the following to the second paragraph:

- 9) Lumber Grade per Project General Notes
- 10) Epoxy Injection Materials and Procedures per Project General Notes
- 11) Reinforcing Steel per Project General Notes
- 12) Epoxy Resin Anchor System per Project General Notes
- 13) Historic Treatment Program

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

2-6 WORK TO BE DONE

Add the following:

The Work generally consists of: Phase One maintenance including spall repair, crack injection, guard rail replacement, vegetation removal, surface cleaning and lighting.

As described in the Scope of Work Section of the General Notes on Sheet 1 of the working drawings.

2-8 RIGHT-OF-WAY

Add the following:

Rights-of-way, easements, or rights-of entry for the Work, as shown on the plans, will be provided by the Agency with the exception of Railway rights-of-way which is described in 7-16 herein.

2-9 SURVEYING

2-9.2 Survey Service. Replace the first two paragraphs 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 and/or provided by the Contractor. The CITY reserves the right to direct additional construction survey work to be performed at no additional cost when the City determines it is required to adequately construct the Work.

The Contractor shall notify the Engineer in writing at least 2 working days prior to the actual survey. The Contractor shall provide any required the traffic control necessary for construction surveying.

Stakes shall be set and stationed by the Contractor for curbs, curbs and gutters, sidewalks, access ramps, cross gutters, driveways, headers, storm drains, sewers, water lines, spandrels, catch basins, 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 stakes
- c. Grade sheets for curb and gutter

Add the following subsection

2-9.2.1 Survey Services by City.

Prior to disturbing any survey monument, the Contractor shall notify, in writing, the Engineer. Failure by the Contractor to notify the Engineer will result in the contractor being financially responsible for the re-establishment of any disturbed survey monument. If and when needed, the Surveyor will re-establish centerline, centerline tie monuments and easements disturbed by the contractor during construction. However, the Engineer has the sole authority to determine whether or not said disturbance(s) is warranted or excessive in number for the purpose of determining financial responsibility of either the City or contractor for any re-establishment. The Surveyor will re-establish centerline, centerline tie monuments and easements after this contract is completed.

2-9.5 Payment.

Full compensation for Contractor Required SURVEYING shall be on a Lump Sum basis per the Contract bid price for SURVEYING. All costs for construction surveying including, but not limited to, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included.

2-10 AUTHORITY OF BOARD AND ENGINEER

Add the following:

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

2.11 INSPECTION

Replace the entire subsection with the following:

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

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

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

removal of the covering and its subsequent replacement, including all costs for additional inspection.

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

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

Add the following subsections:

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

Mondays through Fridays	-	\$100.00 per hour
Saturdays, Sundays, Holidays	-	\$1,000.00 per day

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

If the Contractor works under this contract at times other than within the allowed working hours without permission from or prior arrangement with the Engineer, the Contractor will be charged a lump sum amount of \$2,000.00 for each occurrence, in addition to the above fees. The amount will be deducted from a Progress Payment.

2-11.2.3 Inspections During Construction. During the construction, the Contractor shall make the Work site available for periodic inspections by the regulatory agencies. These agencies may include: Los Angeles County Department of Health Services, Los Angeles Regional Water Quality Control Board, the State of California Department of Health Services Drinking Water Field Operations Branch, and CITY Water Department.

2-11.3 Material Inspection/Testing and other City Expenses.

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

2-13 CONCRETE MATERIALS REPORT

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.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIAL AND WORKMANSHIP

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

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

4-1.2 Protection of Work and Materials. Add the following:

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

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

SECTION 5 – UTILITIES

5-1 LOCATION

Add the following:

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

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

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

Substitute the following for the last paragraph:

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Replace the entire subsection with the following:

6-1.1 General. Within ten (10) and no later than fifteen (15) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be

in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

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

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

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

- 1) The schedule shall be prepared using the latest version of either 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) Required submittals and shop drawings shall be included as activities.
- 4) Work to be performed by subcontractors shall be identified and shown as work activities.
- 5) Start and completion dates of each activity shall be illustrated.
- 6) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

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

- 1) Sequence of Construction - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the adjacent properties and to conform to the following:
- 2) Vegetation removals per PART 4, section 4900.
- 3) Concrete removal - All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the excavation is performed.
- 3) Historic Treatments per Part 4 Section 1000.

- 4) Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
- 5) Subsection 307-1.3 regarding the ordering of materials.
- 6) Potholing as discussed in Section 9 of this Specification. No potholing or trenching is to take place on west bound Torrance Boulevard due to construction moratorium or within 30 feet of the centerline of the railroad track.
- 7) All Work shall only be performed between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise approved by the Engineer.
- 8) A move-in period of 15 calendar days will be allowed starting on the date in the Notice to Proceed.

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

6-1.4 Updates.

The Contractor shall submit 3 copies of an updated construction schedule to the Engineer on the first working day of each month. The updated construction schedule shall indicate the progress of all work items and the schedule for all upcoming work items.

Furthermore, if the Contractor makes a significant change in the construction schedule or method of operations after commencing construction, or if the schedule fails to reflect the actual upcoming work or progress of work, the Contractor shall submit to the Engineer an updated construction schedule. The updated construction schedule shall be submitted prior to commencing any work considered to be "re-scheduled". The Contractor shall submit 3 copies of any updated construction schedule to the Engineer and within 2 calendar days following the day of which the existing construction schedule was deemed "inaccurate",

6-1.5 Payment

Full compensation for complying with all requirements of Section 6-1.4 will be considered as included in the contract lump sum bid price for CONSTRUCTION SCHEDULE. If the Contractor fails to timely submit any updated Construction Schedule to the Engineer, the CITY may deduct an appropriate and reasonable amount from the Contract unit price for each work day after the due date, thereafter. After the fifth subsequent working day, the Contractor will not be compensated for the updated schedule, regardless of whether or not it is eventually submitted.

6-7 TIME OF COMPLETION

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

The Contractor shall complete the work within 60 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, or portion of the entire Work, has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following:

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

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

A partial list of causes for rejection of work includes:

- Raveling
- Color variations
- Deliberate defacing by vandals

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 "\$2,000.00" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

Add the following paragraph:

The Contractor shall complete all construction within 60 days of the Notice to Proceed. Failure to do so will result in liquidated damages.

6-11 SEQUENCE OF CONSTRUCTION

Contractor shall submit a detailed sequence of construction prior to the start of construction.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE

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

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

Add the following:

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

7-5 PERMITS

Replace the second paragraph with the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction. The Contractor shall obtain a no-fee Electrical permit from the City before commencing installation of new electrical services as applicable.

Add the following:

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

7-6 THE CONTRACTOR'S REPRESENTATIVE

Add a third paragraph to the section stating the following:

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

7-8 PROJECT SITE MAINTENANCE.

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

The Contractor shall obtain a construction water meter from the CITY by calling Torrance Customer Service Center 1-855-354-5623. 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.

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

7-8.6.1 7-8.6.1 Best Management Practices (BMPs).

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

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

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

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

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

7-8.6.4 Payment Full compensation for implementation and maintenance of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the lump sum price bid for the NPDES COMPLIANCE/BMPs.

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

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Add the following paragraph:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked or having wet slough material deposited thereon. If new concrete

work is marked, the Contractor shall replace it at its expense in accordance with 303-5.7 of these special provisions.

Add the following subsections:

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

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

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

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

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access. Add the following before the last paragraph:

The Contractor shall provide the necessary measures to prevent oversized truck traffic during overhead construction on bridge. Message boards along with detours shall be implemented to assure the diversion of oversized truck traffic.

Replace the fourth paragraph with the following:

Vehicular access to driveways shall be maintained to the properties. Add the following before the last paragraph:

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies.

At least (3) days prior to starting work at any location, the Contractor shall distribute written notices to businesses that will be impacted by the work. The City will provide the notice.

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:

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

- a) Unless otherwise permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b) At a minimum, the Contractor shall maintain one (1) twelve (12) foot-wide lane open in each direction between the hours of 7:00 a.m. and 5:00p.m. All travel lanes shall be kept open all other times.
- c) 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.

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 lane lines 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.

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

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, MO63123-0166, 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.

7-10.1.5 Temporary "No Parking" Signs. The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours (two work days) in advance of the first date of enforcement. Each sign must include the beginning and end dates and the hours in effect (if not 24 hours/day), if applicable "Tow-Away" and "City of Torrance" must be written on the sign face.

7-10.1.6 Payment

1. All costs for the requirements for developing, construction and maintaining access and traffic shall be included in the Contract lump sum price for Traffic Control.
2. All costs associated with the above requirements shall be included in the Contract lump sum bid price for Traffic Control.
3. Full compensation for establishing, furnishing, placing, maintaining, and sandblasting of temporary striping/markings, temporary pavement markers/delineation shall be considered as included in the Contract lump sum bid price for Traffic Control and no extra costs will be allowed. Sandblasting striping shall not be allowed on east bound Torrance Blvd.

4. Full compensation for furnishing, placing, maintaining and removing temporary signs shall be considered as included in the Contract lump sum bid 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. However, deviations from the requirements stipulated in the Special Provisions may be permitted by the Engineer when such deviations are in the best interest of the City.

Replace the second paragraph with the following:

The Contractor shall notify the Engineer, at least two (2) weeks in advance of closing or partially closing any street. In addition, the Contractor shall notify the Transit Department at (310) 618-6266, Torrance Police Department at (310) 328-3456 and Torrance Fire Department at (310) 781-7040 at least two (2) working days in advance of such closing.

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.

7-10.3.1 Payment

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

7-13 LAWS TO BE OBSERVED

Add the following:

The Contractor shall obtain a CITY of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction. The Contractor shall obtain no-fee Electrical from the City before commencing installation of new electrical services and/or on-site irrigation systems, as applicable.

Add the following subsection:

7-15 PROJECT CONSTRUCTION SIGNS AND PORTABLE CHANGEABLE MESSAGE SIGNS

The Contractor shall furnish and install two (2) Portable Changeable Message signs (PCMS) for use during construction. Each PCMS shall be manufactured by Solar Tech and be model MB2 (contact BC Rentals at (714) 279-6868 for information) or be an approved equal. 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. Contractor shall relocate each PCMS as directed by Engineer at no additional cost to the City.

7-15.1 Payment

Full compensation for furnishing, installing, maintaining, entering/modifying message screens, relocation on the job site and removal shall be per the contract unit bid price for PORTABLE CHANGEABLE MESSAGE SIGN. If the contractor does not possess the electronic equipment, 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.

Add the following subsection:

7-16 RAILWAY RIGHTS-OF-WAY

7-16.1 Railroad Operations

Railroad tracks within the railroad right of way are active. The ROW is owned by the UNION PACIFIC RAILROAD (UP).

1. Tracks under the bridge are under the control of UP. Contractor activities shall be coordinated with the City and UP. Work around tracks shall be indicated in work schedule in order to coordinate accordingly.
2. Contractor shall submit work plans and procedures for all work within the vicinity of operational tracks that may impact rail operations so that UP may provide flagman activities.

Railroad traffic and operations occur Tuesdays and Thursdays, twice each day, to be verified by the contractor prior to work start. The Contractor shall coordinate and schedule Work so the construction activities do not interfere with Railroad operations.

The Contractor shall be responsible for becoming familiar with the train activity on these tracks in order to plan and perform the work.

7-16.2 Payment

There shall be no extra payment for coordination with UNION PACIFIC. Full compensation for coordination shall be included in the Contract unit bid prices for the associated items of work for which it is needed.

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. 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; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, lifts and/or scaffolding, 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 also include, but not be limited to, the following items:

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

9-3.4.1 Payment

Payment for MOBILIZATION will be made on a basis lump sum.

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

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

9-4 CLAIMS

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

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS.

201-2 Steel Reinforcement

Add the following subsection:

201-2.5 Measurement and Payment

Payment for steel rebar shall be included in the Contract unit price for WOODEN GUARDRAIL.

201-8 Concrete Patching

See PART 4, section 3900 for specifications.

201-9 Concrete Grout Injection

See PART 4, section 3940 for specifications.

SECTION 209 – ELECTRICAL COMPONENTS

Add the following subsection:

209-6 ARCHITECTURAL IN-GROUND UP LIGHTING

Architectural monument in-ground lighting shall be of the brand, type and size shown on the Plans and Specifications, or equivalent.

Footing shall be constructed per plans and specifications.

209-6.1 Measurement and Payment

Payment for architectural lighting system shall be made per the Contract unit price for IN-GROUND LIGHT ASSEMBLY and shall include all conduits, handholes, footing, pull ropes, trenching, backfilling, footings, control panel, connections, temporary pavement and any other items necessary to perform the work.

Payment for pull boxes shall be made per the Contract unit price for PULL BOXES.

Payment for boring shall be made per linear foot per the Contract unit bid price for CONDUIT, WIRE, BORING.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-6 ANTI-GRAFFITI COATING

Anti-graffiti coating to be applied to the east and west elevations from ground to upper deck curb at all vertical surfaces including inside curb face on deck; all other vertical surfaces at the columns and areas underneath roadway from the ground to a max height of 10 feet

Product used shall be Sure Klean® Weather Seal Blok-Guard® & Graffiti Control II Water Repellent Specification, or equivalent as approved by the Engineer.

Test Area

Test a minimum 4 ft. by 4 ft. area on each type of masonry. Use the manufacturer's application instructions. Let protective treatment test area cure before inspection. Keep test panels available for comparison throughout the protective treatment project.

Manufacturer: PROSOCO, Inc., 3741 Greenway Circle, Lawrence, KS 66046. Phone: (800) 255-4255; Fax: (785) 830-9797. E-mail: CustomerCare@prosoco.com

Product Description

Sure Klean® Weather Seal Blok-Guard® & Graffiti Control II is a clear-drying, water-based silicone emulsion for weatherproofing concrete block and other porous masonry materials and protecting them from graffiti attacks without altering the natural appearance. Blok-Guard® & Graffiti Control II is appropriate for interior and exterior use. Blok-Guard® & Graffiti Control II protects exterior walls exposed to normal weathering. Graffiti removal from treated surfaces is fast and easy using Defacer Eraser® Graffiti Wipe.

Technical Data

FORM: Milky white liquid
SPECIFIC GRAVITY: 1.00
pH: not applicable

WT/GAL.: 8.32 pounds
ACTIVE CONTENT: 6%
TOTAL SOLIDS: 6% ASTM D 5095
FLASH POINT: >212 degrees F (>100 degrees C)
FREEZE POINT: 32 degrees F (0 degrees C)
SHELF LIFE: 1 year in tightly sealed, unopened container
VOC CONTENT: <20 g/L, Low Solids Coating. Complies with all known federal, state and district AIM VOC Standards.

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. Clearing and Grubbing shall include, but not limited to removal of:

1. All excess excavation material
2. Trees, vines, plants and stumps
3. Debris
4. Miscellaneous piles of debris
5. Interfering portions of curb, gutters, asphalt and PCC concrete pavements and sidewalks (including base, where applicable)
6. Abandoned underground conduits in conflict with construction
7. Miscellaneous items as shown on the Plans.

The Contractor shall conform to the following requirements:

- (a) 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.
- (b) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- (c) All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.
- (d) 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. Revise as follows:

Add subparagraphs (d), (e) and (f):

- (d) **Trees.** The City maintains a tree conservation policy. Unless otherwise shown on drawings or as noted in these specifications, all trees are to be protected in place. Demolition and destruction of trees and tree parts, including trunks, branches and foliage, shall be limited to tree removals as shown on the Plans or as noted in these specifications. Root pruning and removals shall be limited to the minimum required to construct new improvements where trees are to be conserved.
- (e) **Miscellaneous Removals and Relocations.**
Payment for miscellaneous removals shall be per the Contract Unit Price for the various items of work, and shall include full compensation for excavation, backfilling, grading, import if required, disposing of surplus material and appurtenant work.
- (f) **Ivy/Vegetation Removal.**
Removal shall conform to requirements indicated in plans and PART 4, section 4900, Concrete Cleaning.

300-1.3.3 PAYMENT

Full compensation for all costs associated with Clearing and Grubbing shall be included in the contract lump sum bid price for CLEARING AND GRUBBING.

SECTION 303 A – CONCRETE FOR BRIDGE

303A-1 SPALL REPAIR

Concrete for Bridge spalls shall conform to project plans and specifications and Part 4, section 3900, Concrete Patching.

303A-1.21 Payment

The contract price paid per square foot for SPALL REPAIR shall include full compensation for furnishing all labor, materials, transportation, tools, equipment and incidentals and for doing all the work involved in cast-in-place concrete bridge construction, complete in place, including walls, abutments, deck, joint seals, earthwork, miscellaneous metal and associated items as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

303A-6 CRACK REPAIR

Cracks in concrete bridge decks shall be repaired and sealed in conformance with the details shown in plans and Part 4, section 3940.

303A-6.1 Payment

The contract price paid per linear foot for CRACK REPAIR shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the joint seals and joint seal assemblies, including protecting, repairing, cleaning and saw cutting joints, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

Add the following subsections:

306-1.2.17 Conduits under railroad and street

Replace the entire subsection with the following Caltrans subsections:

86-2.05C Installation

Add the following:

No trenching shall be allowed through railroad or Torrance Boulevard right-of-ways. Conduits shall be placed by boring, only, in these sections per plans.

306-1.2.18 Payment

Payment for all trenching work in this subsection shall be included in the contract unit price for IN-GROUND LIGHT ASSEMBLY and shall include all conduits, pull ropes, backfilling, temporary pavement and any other items necessary to perform the work.

Payment for all activity in this subsection shall be included in the contract unit price for CONDUIT, WIRE, BORING.

306-1.3. Backfill and Densification.

306-1.3.1 General. Delete the seventh through the eleventh paragraphs and replace with the following:

Trenches shall be backfilled, per City of Torrance Standard Plan No. T116, with trench slurry backfill per 201-1 or CLSM per 201-6 to 1 inch below the existing pavement thickness, unless otherwise approved by the Engineer.

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

No trenching shall be allowed on the west bound Torrance Boulevard.

Trees shall be protected from injury during construction operations. No tree roots over 2 inches in diameter shall be cut without express permission of the Engineer. Trees shall be supported during excavation as may be directed by the Engineer.

306-1.3.4 Backfilling Narrow Trenches. Replace the first paragraph with the following:

Backfill for narrow trenches shall be per City of Torrance Standard Plan No. T116, with trench slurry backfill per 201-1 or CLSM per 201-6 to 1 inch below the existing pavement thickness, unless otherwise approved by the Engineer.

SECTION 310 – PAINTING

310-5 PAINTING VARIOUS SURFACES

Add the following subsections:

310-5.8 – Anti-Graffiti Coating

310-5.8.1 Surface Preparation

See PART 4, Section 4900- Concrete Cleaning

310-5.8.2 Application

Before applying, read “Preparation” and “Safety Information” sections in the Manufacturer’s Product Data Sheet for Weather Seal Blok-Guard® & Graffiti Control II. Refer to the Product Data Sheet for additional information about application of Blok-Guard® & Graffiti Control II. Do not dilute or alter.

For best results, apply Blok-Guard® & Graffiti Control II “wet-on-wet” to a visibly dry and absorbent surface.

Spray

1. Using low-pressure (<50 psi) spray equipment, saturate, “wet-on-wet” spraying from the bottom up. Avoid excessive overlapping.
For textured and porous surfaces, apply enough material to create 6 to 8 inch rundown below the contact point.
For dense, smooth surfaces, apply enough in a single saturating application.
Back roll all runs and drips for a uniform appearance. Over application may cause unacceptable color change. Always test.
2. Let first application penetrate masonry surface for 2 to 3 minutes.
For textured and porous surfaces, reapply in same saturating manner to ensure complete coverage of recessed surfaces.
3. Immediately brush out runs and drips to prevent build up.

Brush or Roller

Saturate uniformly. Let product penetrate for 2-3 minutes. Re-saturate. Brush out heavy runs and drips that don’t penetrate.

Fluted architectural block:

Saturate from the bottom up. Spray in an “overlapping X pattern” for complete coverage of recessed surfaces. Let the first application penetrate for 2-3 minutes. Re-saturate. Less will be needed for the second application.

Dense, Smooth Surface Application Instructions

Apply a single, suturing coat. Use enough to completely wet the surface without creating drips, puddles or rundown. DO NOT OVER APPLY. Test for application rate.

Second Coat/Porous Surface Application Instructions

Some surfaces will need an additional coat for maximum protection. Apply the second wet-on-wet coat as soon as the first application is dry to the touch or within one hour. Allowing more than one hour between coats could reduce the effectiveness of the second coat or cause darkening.

Drying Time: Treated surfaces dry to the touch in 1 hour. Protect surfaces from rainfall for 6 hours following treatment. Blok-Guard® & Graffiti Control II treatments gain water repellency properties in 24 hours.

Graffiti Removal

Remove most types of graffiti with Defacer Eraser® Graffiti Wipe or Enviro Klean® SafStrip.

Cleanup

Cleanup tools, equipment and over spray with soap and warm water. Cleanup is more difficult from surfaces hotter than 95 degrees F (35 degrees C).

310-5.9.4 Payment.

Payment for paint removal and concrete cleaning shall be included in the contract lump sum price for PAINT REMOVAL/CLEANING.

Payment for anti-graffiti coating application shall be included in the contract lump sum price for ANTI-GRAFFITI TREATMENT.

316-5 REQUIREMENTS WHEN WORKING WITHIN, ADJACENT TO, OR ABOVE RAILROAD RIGHT-OF-WAY

The Contractor shall not enter any location, perform any work, or locate any piece of equipment within 13-feet of the nearest rail of any UNION PACIFIC-owned railroad track without prior authorization from the City of Torrance Engineer. Overhead clearance within 13 feet of each side of the railroad track shall not fall below 15 feet above the railroad tracks.

The Contractor shall be responsible for the prevention of damage to railroad facilities, equipment and operating trains due to his activities. In the event the Contractor damages railroad facilities or equipment, he shall immediately report the damage to UNION PACIFIC RAILROAD REPRESENTATIVE. The CITY must also be notified at the first opportunity following the incident. Repair of damage caused by Contractor's operations shall be at the expense of the Contractor and completed to the satisfaction of the UNION PACIFIC Roadmaster, or the CITY.

Upon completion of the work, the Contractor shall promptly remove all materials, tools, equipment, and leave the right-of-way in a clean, presentable condition satisfactory to the CITY.

316-5.1 PAYMENT

There shall be no extra payment for adhering to 316-5. Full compensation for coordination shall be included in the Contract unit bid prices for the associated items of work for which it is needed.

PART 4 – HISTORIC TREATMENT PROCEDURES AND SPECIFICATIONS

SECTION 1000: HISTORIC TREATMENT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL

A. This project involves rehabilitation of a historic bridge listed on the National Register of Historic Places. Period of significance for the bridge is 1913, the year of construction. The Contractor shall make every effort to comply with the following requirements:

1. The *Secretary of the Interior's Standards for the Treatment of Historic Properties (Secretary's Standards)*, rehabilitation treatment approach.
2. Match existing concrete materials to maximum degree possible given present-day material availability and craftsmanship.
3. Avoid unnecessary cutting and patching of existing historic materials.
4. All workmen of all trades must be made aware of the special importance of this building and the special requirements of this section.
5. Take special precautions in executing work to avoid damage to character-defining features, and retain historic materials to the greatest extent feasible. Character-defining features that should be preserved and protected during construction include the following:
 - a. Arches at east and west elevations, in addition to transverse interior arches
 - b. Exterior and structural concrete, including reinforcing metals
 - c. Railroad track remnants at deck; note that railroad tracks are not included in scope of work for this project

1.2 SUMMARY

This section includes general protection and treatment procedures for rehabilitation work.

1.3 DEFINITIONS

- A. **Period of Significance:** The span of time during which a property attained significance for which it meets National Register of Historic Places eligibility criteria. Period of significance for the Pacific Electric Bridge is 1913, the year of construction.
- B. **Rehabilitation:** *Secretary's Standards* treatment approach, applicable to future work at the Pacific Electric Railroad Bridge, that acknowledges the need to alter or add to a historic property to meet continuing or changing uses while retaining the property's historic character from the period of significance

- C. Consolidate: To strengthen loose or deteriorated materials in place.
- D. Dismantle: To disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, so as to protect nearby historic surfaces; and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.
- E. Existing to Remain: Existing items that are not to be removed or dismantled.
- F. Historic: Character-defining surfaces, materials, finishes, and overall appearance that shall be retained and repaired, as determined by the Engineer. Designated historic areas are generally described below:
 - 1. Rehabilitation Area: Character-defining features in this area shall be repaired and restored to match original design and finish as closely as possible, as shown on Drawings:
 - a. Spalls, delamination, and cracking along bridge arches, columns, soffit, flanges, walls and deck.
- G. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by the Engineer.
- H. Reconstruct: To remove existing item, replicate damaged or missing components, and reinstall in original position.
- I. Refinish: To remove existing finishes to base material and apply new finish to match original or as otherwise indicated.
- J. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.
- K. Remove: Specifically for historic spaces, areas, rooms, and surfaces, the term means to carefully detach an item from existing construction to the limits indicated, using hand tools and hand-operated power equipment, and legally dispose of it off-site, unless indicated to be salvaged or reinstalled.
- L. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. Includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- M. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- N. Replicate: To reproduce in exact detail, materials, and finish, unless otherwise indicated.
- O. Reproduce: To fabricate a new item, accurate in detail to the original, and in either the same or a similar material as the original, unless otherwise indicated.
- P. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.
- Q. Retain: To keep existing items that are not to be removed or dismantled.

- R. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials, unless otherwise indicated.
- S. Salvage: To protect removed or dismantled items and deliver them to Owner.
- T. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.
- U. Strip: To remove existing finish down to base material, unless otherwise indicated.

1.4 SUBMITTALS

- A. Construction Schedule for Historic Treatments: Indicate the following for each activity to be performed on historic surfaces:
 - 1. Sequence of historic treatment work, with starting and ending dates, coordinated with other known work in progress.
- B. Preconstruction Documentation: Show preexisting conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by historic treatment operations.
- C. Historic Treatment Program: Submit before work begins.
- D. Mock-Ups:
 - 1. Concrete repair: Use existing historic material at job site, create 60" x 24" job sample panel for Engineer's approval. It shall show all joint, geometry and color, type of material and finish. It shall be protected and shall not be removed until authorized by the Engineer.
- E. In-ground LED lights per section 306.
- F. Timber for guardrails per section 06000.
- G. Anti-Graffiti Coating per PART 3, section 310-5 and PART 4, section 4900

1.5 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications:
 - 1. Field Supervisor Qualifications: Supervisors experienced in historic treatment work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on Project site during times that historic treatment work is in progress
 - 2. Worker Qualification: Persons who are experienced in treatment work of types they will be performing.

1.6 STORAGE AND PROTECTION OF HISTORIC MATERIALS

- A. Existing Historic Materials to Remain: Protect construction to remain against damage and soiling from construction work. Where permitted by Engineer, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.
- B. Storage and Protection: When taken from their existing locations, catalog and store historic items within a weather tight enclosure where they are protected from wetting by rain, snow, condensation, or ground water, and from freezing temperatures.
 - 1. Identify each item with a nonpermanent mark to document its original location. Indicate original locations on plans elevations, sections, or photographs by annotating the identifying marks.
 - 2. Secure stored materials to protect from theft.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Preparation for Removal and Dismantling: Examine construction to be removed or dismantled to determine best methods to safely and effectively perform removal and dismantling work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed or dismantled and location of utilities and services to remain that may be hidden by construction that is to be removed or dismantled.
 - 1. Verify that affected utilities have been disconnected and capped.
 - 2. Inventory and record the condition of items to be removed and dismantled for reinstallation or salvage.
 - 3. Before removal or dismantling of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

PROTECTION, GENERAL

- A. Ensure that supervisory personnel are on-site and on duty when historic treatment work begins and during its progress.
- B. Temporary Protection of Historic Materials:
 - 1. Protect existing historic materials with temporary protections and construction. Do not deface or remove existing materials.
 - 2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Engineer.
- C. Comply with each product manufacturer's written instructions for protections and precautions.

- D. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

GENERAL HISTORIC TREATMENT

- A. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.
- B. Halt the process of deterioration and stabilize conditions, unless otherwise indicated. Perform work as indicated on Drawings. Follow the procedures in subparagraphs below and procedures approved in historic treatment program.
 - 1. Retain as much existing material as possible; repair and consolidate rather than replace.
 - 2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
 - 3. Perform each operation with the gentlest and least potentially damaging method that is feasible.
 - 4. Use reversible processes wherever possible.
 - 5. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.
 - 6. Record existing work before each procedure (preconstruction) and progress during the work with digital preconstruction documentation.
- C. Notify Engineer of visible changes in the integrity of material or components whether due to environmental causes including biological attack, UV degradation, freezing, or thawing; or due to structural defects including cracks, movement, or distortion.
 - 1. Do not proceed with the work in question until directed by Engineer.
- D. Where missing features are indicated to be repaired or replaced, provide materials matching adjoining historic materials, subject to the approval of Engineer.
- E. Where Work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.

SECTION 3900 – CONCRETE PATCHING AND REPAIR

Part 1 – GENERAL

1.1 SUMMARY OF WORK

- A. For repairing board-formed cast-in-place concrete where spalls from cold joints or rusted steel reinforcing-bar occur.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Materials are to be delivered, stored, and handled to protect them from damage, extreme temperature, and moisture in accordance with Manufacturer's written instructions.
- B. Deliver and store material in Manufacturer's original, unopened containers with the production date shown on the container or packaging.
- C. Comply with the Manufacturer's written specifications and recommendations for mixing, application, and curing of mortars.

1.3 QUALITY ASSURANCE

- A. Subcontractor must have a minimum 3 years' experience in the patching and repair of historic concrete surfaces
- B. If materials from different manufacturers are used in the repair of deep or through-holes, contractor shall provide written certification from the manufacturer of each repair mortar that the specified products are compatible for use with each other.

1.5 PROTECTION/SITE CONDITIONS

- A. *Hot Weather Requirements:* **Protect repair mortar from direct sunlight and wind.** Do not use or prepare mortar when ambient air temperature is above 95° F.

Part 2 – PRODUCTS

2.1 CONCRETE REPAIR

DRYPACK MORTAR / TOPCOAT: New repair mortar shall match existing cleaned concrete surface in color, texture, and general appearance as closely as possible.

- A. Thorite 400 Architectural by Thoro
- B. Or equal, as approved by the Engineer

STEEL REINFORCING BAR / ANTI-CORROSION TREATMENT:

- A. Zincrich Rebar Primer by ThoRoc
- B. Armatek by Sika

Part 3 – EXECUTION

3.1 WORKMANSHIP

- A. Do not use any additives, such as bonding agents, accelerators, or retarders in the mortar unless approved by the Engineer

3.2 PREPARATION FOR REPAIRS

- A. Remove all loose mortar and masonry prior to installation of the repair mortar. "Sound" concrete with a hammer to verify its integrity. If necessary, cut away an additional 1/4" of the substrate to ensure the surface to be repaired is solid and stable.
- B. Exposed reinforcing steel bar should be examined to identify those elements requiring further treatment. Chip around exposed reinforcing bar to unrusted material and expose all sides. Exposed rebar shall be wire brushed to remove as much rust as possible prior to treatment with approved anti-corrosion treatment. Apply anti-corrosion treatment per manufacturer's printed directions. Anti corrosion treatment should be allowed to cure 45 minutes before proceeding with placement of repair mortar.
- C. Cut the edges of the repair area to provide a minimum depth of 1 inch. The edges of the repair should be cut such that a mechanical 'key' or undercut is provided for a more secure bond between repair mortar and substrate. When making sawcuts in the interior of the patch area, care should be taken to avoid over-cutting the edge or perimeter cut and damaging sound concrete. All cuts should be made either perpendicular to or parallel to the orientation of the original board form marks. Cuts made parallel to the form marks should run adjacent to and as close as possible to the original board form mark at the outside edge of the repair area. Do not allow any feathered edges in the repair area.
- D. Where patch area exceeds two square feet in area:
 - 1. Using epoxy adhesive, install ¼ inch diameter stainless steel threaded pins at 12 inches on center with 2 inch embedment depth into prepared concrete substrate.
 - 2. At soffit (overhead) areas, install stainless steel wire between pins in a grid pattern.
- D. Clean all dust from surface and pores of the substrate, using clean water and a scrub brush.
- E. For very dry or porous surfaces, pre-wet the substrate ahead of time to prevent the substrate from drawing moisture out of the repair too quickly. Re-wet the surface immediately before applying the repair material.
- F. Prior to the installation of repair mortar, verify that the existing steel reinforcing bar in the repair area has been properly wire-brushed and coated with the specified anti-corrosion treatment. In areas of deep repair or through-holes, ensure that new reinforcing bar has been installed per the engineer's specifications for placement.

3.3 MIXING MORTAR FOR REPAIR

- A. It is recommended that a dust mask be worn during mixing. Do not mix more material than can be used within 30 minutes. Discard any mixed material that has been unused for 30 minutes or more.
- B. Add water to dry ingredients and mix well. Adjust amount of water according to the weather and the porosity of the substrate. No retarders or accelerators should be added to the mortar mix.
- C. The color of the mortar is controlled by the factory mixing process. No additional color additives or pigments shall be added to the mix at the site.

3.4 APPLICATION OF REPAIR MATERIAL

- A. Apply the mortar mix using a trowel in a series of lifts with no waiting period or scratch coat necessary between layers, up to a total maximum thickness of 2". For repairs thicker than 2", apply mortar in two layers, allowing the first layer to cure for a while before applying the second layer. If applied in layers, scrape off any cement skin that has formed and continue application. Dampen the surface before applying the next layer. Work mortar firmly into the surface of the concrete, including the corners, and under and around all exposed rebar.
- B. Build up repair material so that it is slightly above the adjacent masonry surface. Allow mortar 15 to 30 minutes to set slightly (wait time will vary with temperature and humidity—longer in cool weather), then scrape off excess material using a straight edge (a plasterer's miter rod is good for this). Do not press down or "float" the repair. Where repairs occur at panel edges or corners, form mortar to match the profile of the surrounding masonry. In all cases, finish repair so that it is as indistinguishable as possible from the adjacent masonry.

3.5 FINISHING TECHNIQUES

- A. Care should be taken by the applicator to try to mimic the board-form marks of the original construction process. This can be achieved by a skilled mason using a simple margin trowel or straight edge. Care should be taken by the applicator to avoid over-tooling the material. After the initial set is achieved, lightly dragging the surface with a sharp, straight-edged blade will create a more porous appearance. Careful manipulation with a damp, but not wet, sponge will assist in creating the desired surface.
- B. Clean any mortar residues from area surrounding the repair by sponging as many times as necessary with clean water. This should be done before repair material sets.
- C. After the repair has been cured and allowed to dry for at least one week, if the appearance of a repair does not meet the specifications of the job, the surface color of the repair may be enhanced by applying a vapor permeable, mineral based pigmented stain. (SilinLasur, a mineral based pigmented stain is available from Cathedral Stone[®] Products, Inc., 7266 Park Circle Drive, Hanover, MD 21076; tel. (410) 782-9150; fax. (410) 782-9155.)

3.6 CURING PROCEDURE

- A. Lightly mist the repair with water to wet the entire surface of the finished repair approximately 30 minutes to 1 hour after completion on hot sunny days, and approximately 2 hours or longer, on cool or cloudy days. Time will vary with temperature and humidity. Mist several times a day on the three days following the repair installation. Should access to the repairs be impossible for a period of time, plastic may be used to cover them temporarily. The application of plastic, however, does not remove the need for normal curing techniques. *Never cover repairs with plastic immediately after finishing—the water in the repair will be trapped on the surface, causing it to lighten.*

3.7 CLEAN UP

- A. Remove uncured mortar from the perimeter of the repair before it dries using clean water and a rubber sponge. Repeat several times with clean water to prevent a halo effect

(staining of adjacent concrete). Cured mortar may only be removed chemically or mechanically.

- C. Remove uncured mortar from tools and equipment with water as soon as possible. Cured material may only be removed chemically or mechanically.

SECTION 3940 – CONCRETE CRACK INJECTION

Part 1 – GENERAL

1.1 SUMMARY OF WORK

A. Furnish all labor, materials, tools, and equipment as necessary to stabilize or repair cracks and voids in concrete construction, using injection grouts, as shown on drawings and as specified herein.

B. Care should be taken to assess the work in light of the fact that the concrete construction of the bridge support structure is hollow, with walls typically about 6-8 inches thick. Consequently, the injection process should be planned upon standards used for "Blind Injection", i.e. for controlled and limited phases of grout injection, in order to curtail the amount of injected material required to stabilize the cracked and/or damaged bridge components.

1.2 SUBMITTALS

A. Submit the following items in time to prevent a delay in work and to allow adequate time for review and resubmittals, if needed:

1. Samples of all specified materials, product information and data, and Material Safety Data Sheets (MSDS).
2. Certificates of Compliance as furnished by the Manufacturer, stating that all supplied materials are in conformance with the Manufacturer's published literature, and will meet or exceed the current specifications.

1.3 QUALITY ASSURANCE

A. *Applicator Qualifications*: Each applicator must have a record of successful historic masonry repair for at least three years.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store material in original factory packaging, bearing identification of Manufacturer, product, and batch number. A Material Safety Data Sheet (MSDS) is to accompany all shipments.

B. Deliver, store, and handle material so that it is protected from damage, extreme temperatures, and moisture in accordance with Manufacturer's product literature.

C. Comply with Manufacturer's written specifications and recommendations for mixing, application, and curing of materials.

D. Handle all products with appropriate precautions as outlined in the Manufacturer's product literature and Material Safety Data Sheets (MSDS).

1.5 PROJECT/SITE CONDITIONS

A. Cold Weather Requirements: Do not perform specified work in air temperatures below 40° F, if substrate temperature is below 40° F, or if conditions are to be such within a 24-hour period.

B. Hot Weather Requirements: Do not install material in temperatures exceeding 95° F. If, necessary, protect work area from direct sunlight, to prevent repair from drying out too quickly.

Part 2 – PRODUCTS

2.1 INJECTION GROUT

B. Product Description:

1. **Jahn M30 Micro Injection Adhesive** (for hairline cracks up to 3/16" or 5.0 mm in width)
2. **Jahn M40 Crack and Void Injection Grout** (for cracks approximately 3/16" to 3/8" or 5.0 mm to 10.0 mm in width)
3. **Masterflow 816 by Degussa Chemicals**
4. Or equal as approved by Engineer

Part 3 – EXECUTION

3.1 WORKMANSHIP

A. All areas involved in the work shall be inspected by the Contractor to establish extent of work, access, and need for protection of surrounding construction, landscaping, etc. If conditions are not as expected, notify the Engineer immediately for direction. Do not proceed with work until unsatisfactory conditions are corrected.

B. Grout workmanship should comply with all applicable recommendations of the Manufacturer's written specifications and requirements.

C. Do not add any bonding agents, accelerators, or retarders to the grout.

D. Discard all grout that has hardened or exceeded its allowable pot life after mixing. Provide separate, clearly labeled containers for discarded grout and remove material from the staging area as soon as practical.

3.2 PREPARATION

A. For cracks across the face of the concrete, drill a series of injection ports in the center of the crack. Between the ports, the crack should be repaired with the appropriate repair mortar.

B. Wash the surface and interior of the crack using clean water to remove all dust, loose or deleterious material, which could prevent proper flow and/or adhesion, compromising the integrity of the cured injection grout.

3.3 MIXING

A. It is recommended that safety goggles, gloves, and a dust mask be worn for protection. Do not mix more material than can be used within approximately 30 minutes. Discard any mixed material that has been unused for 30 minutes or more.

B. Mix manually or mechanically, using a slow speed drill (400-600 RPM) equipped with a Jiffier-type mixing paddle. The material should be mixed for a minimum of three minutes, with continued agitation should the product be allowed to sit prior to use.

3.4 INJECTION PROCEDURE

A. Pump enough material into the crack until it is reasonably certain that there is material all the way through the crack.

B. Wait appropriate time to allow injection mortar to attain initial set (approximately 45-60 minutes).

C. Repeat injection process again at adjacent ported crack area and as before pump enough material through so it is reasonably certain the entire crack has been penetrated.

B. Continue this incremental injection process until the entire crack has been injected.

C. Clean up any overflow immediately.

3.5 FINISHING

A. Remove plugs after 24 hours and repair the ports and the crack surface, if not previously performed, using the approved repair mortar to match color and surface of cleaned concrete.

3.6 CLEAN UP

A. Remove uncured mortar from concrete before it dries using clean water and a rubber sponge. Cured mortar may only be removed chemically or mechanically.

B. Remove uncured mortar from tools and equipment with water as soon as possible. Cured material may only be removed chemically or mechanically.

SECTION 4900 - CONCRETE CLEANING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cleaning of existing cast-in-place concrete surfaces by use of chemical masonry cleaners.

1.02 QUALITY ASSURANCE

A. Must have a minimum 3 years' experience in the cleaning of historic concrete surfaces

1.03 ENVIRONMENTAL REGULATIONS

- A. Comply with applicable federal, state, and local environmental regulations including testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes and cleaning effluents.
- B. Runoff from cleaning activities shall be collected using sheet plastic and routed to a collection point where the runoff can be stored until pick-up and disposal by a licensed waste hauler certified to handle this type of industrial waste. As an alternative, wet-pickup industrial vacuums may be used to collect the runoff prior to placement in the temporary storage container.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling: Store containers upright in a cool, dry, well-ventilated place, out of the sun. Store away from all other chemicals and potential sources of contamination. Keep lights, fire, sparks, and heat away from containers. Do not drop containers or slide across sharp objects. Keep containers tightly closed when not in use. Store and handle materials in accordance with manufacturer's written instructions.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. PROSOCO, Inc., 3741 Greenway Circle, Lawrence, KS66046, (800) 255-4255, (785) 865-4200.

2.02 MATERIALS

- A. Water: Clean, portable, and free of oils, acids, alkalis, salts, and organic matter. Use to rinse concrete surfaces and dilute concentrated cleaners.

2.03 MASONRY CLEANERS

Product Description

Sure Klean® Light Duty Concrete Cleaner is a general-purpose, non-etching acidic cleaner that removes rust, mud, oil, atmospheric dirt, mortar smears and other stains without altering the surface texture. Light Duty Concrete Cleaner removes common construction and atmospheric staining from smooth architectural and engineered concrete.

Technical Data

FORM: Clear liquid
SPECIFIC GRAVITY: 1.129
FLASH POINT: None
pH: 0.976 (1:2 dilution)
FREEZE POINT: 12.2 degrees F (-11 degrees C)
WT/GAL: 9.39 lbs.

- B. Or equivalent as approved by the Engineer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify by examination that concrete surfaces are acceptable to receive the specified masonry cleaners. Notify the Engineer if surfaces are not acceptable to receive the specified products. *Note: Paint has been tested and verified to be lead-free.*

3.02 VINE / ORGANIC REMOVAL

- A. All existing vine / organic covering of historic concrete surfaces shall be removed prior to cleaning of concrete surfaces. Pull / strip dead vines from concrete surface and dispose in appropriate manner. Pressure-rinse with water all areas of previous vine coverage to initiate cleaning process in these areas.

3.03 PROTECTION

- A. Protect surrounding areas, landscaping, building occupants, pedestrians, vehicles, and non-concrete surfaces during the work from contact with masonry cleaners, stain removers, residues, rinse water, fumes, wastes, and cleaning effluents in accordance with manufacturer's written instructions.
- B. Avoid wind drifting of spray of cleaning products, residues, and rinse water

3.04 APPLICATION OF MASONRY CLEANERS

- A. General: Apply masonry cleaners to substrates in accordance with manufacturer's written instructions, environmental regulations, and application procedures determined from test panel results approved by the Engineer. Consult manufacturer's written instructions for information on application equipment to be used and precautions to be taken with the specified products.
- B. Specific: Dilute the cleaner prior to application to the un-cleaned concrete surface at the following ratio: 1 part Light Duty Concrete Cleaner to 3 parts water. After thoroughly pre-wetting the concrete surface with water, apply the diluted cleaning solution to the concrete surface and allow to dwell for 3-5 minutes. Agitation with short-napped nylon bristle brushes sometimes helps in breaking up surface depositions of soiling and other contaminants. After a maximum dwell time of 5 minutes, rinse the area with clean potable water using a pressure washer having a maximum pressure rating of 1,400 psi. Pressure washer wand shall be equipped with a minimum 25-degree tip. Pressure rinse area thoroughly before moving on to the next area to be cleaned, keeping the pressure wand tip a minimum of 8 inches from the concrete surface.

3.05 FIELD QUALITY CONTROL

- A. Inspection: Inspect the masonry cleaning work with the Contractor, Engineer, applicator and compare with test panel results approved by the Engineer. Determine if the substrates are suitably clean.
- B. All residue must be cleaned immediately within 10 feet of railroad tracks.

3.06 FINAL CLEANING

- A. Clean site of all unused cleaning products, residues, rinse water, wastes, and cleaning effluents in accordance with environmental regulations.
- B. Remove and dispose of all materials used to protect surrounding areas and non-masonry surfaces, following completion of the work of this section.

SECTION 6100- ROUGH CARPENTRY FOR GUARDRAIL

Part 1- General

1.1 Summary

This Section includes wood framing for guardrails, preservation treatment for exposed wood framing and metal fastenings.

1.2 Delivery, Storage and Handling

Protect wood products against moisture intrusion and dimensional changes. Support stacks at several uniformly spaced points to prevent deformation. Store stacks above the ground. Cover stacks to protect from rain. Select and arrange cover to allow air circulation under and all around stacks to prevent condensation. Maintain and restore displaced coverings. Remove from the site any wood products that have been subjected to excessive moisture or have been damaged..

Part 2- Products

2.1 Wood Products

Refer to Structural general Notes Sheet S1.1 for species and grade.

2.2 Wood Preservative Treated Materials

Preservative treatment by pressure process shall comply with AWPA C2. Treat all pieces and provide certificate of treatment compliance for each piece.

2.3 Fasteners

Steel angles, plate and all-thread rods shall conform to ASTM 36. Nails shall conform to ASTM F1667. Hex nuts shall conform to ASTM A563. Provide fasteners and shapes with hot-dip galvanizing.

Part 3- Execution

3.1 General

Arrange work to use the longest lengths possible between vertical posts. Splice horizontal members only at vertical posts. Discard any pieces with defects or of poor appearance.

Original wood railings and hardware that are removed shall be offered to the Torrance Historical Society for future preservation, prior to disposal

Part 4- Payment

4.1 General

Payment for guardrail shall be made per the Contract unit price for wooden guardrail replacement and shall include, wood, bolts, angles, plates, rods, curb footings, all removal and disposal of existing guardrail, and any other items necessary to perform the work.

END OF SECTION

APPENDIX I



City of Torrance, Community Development Department
Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

OWNER/APPLICANT INFORMATION

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

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

Underground Service Alert
Call 1-800-227-2600

USA I.D. #: _____

CONTRACTOR INFORMATION ON FILE

State License #: _____

Class: _____ Exp. Date: _____

City Business #: _____

Workers Comp. #: _____

Exp. Date: _____

JOB LOCATION/ADDRESS

(or closest street address)

Please list cross streets: _____

DESCRIPTION OF WORK

Lin/Ft Trench _____

Width of Trench _____

Lin/Ft Curb & Gutter _____

Lin/Ft Bore _____

Sewer Connection _____

Number of Curb Drains _____

Sq/Ft Asphalt _____

Sq/Ft Concrete _____

Sq/Ft Dirt _____

Work Order Number (for utility companies): _____

Applicant or Authorized Signature: _____

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

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. _____

HOME OCCUPATION HEALTH PERMIT N.A.J.C.S. CODE _____

 City of Torrance, Revenue Division
Business License Application
 3031 Torrance Boulevard, Torrance, California 90503 • 310/618-5828

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

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

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

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

7. NATURE OF BUSINESS (this 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, PARTNER, 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 I understand if all the information provided above is not the true the business license being applied for may be revoked as outlined in section 31.9.10 of the Torrance Municipal Code.

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

SIGNATURE _____ DATE _____

PART II. FOR OFFICIAL USE ONLY

BASIC FEE _____ APPLICATION SENT FOR ZONING? YES NO _____ PROCESSING FEE _____ FIRE RISK FEE _____ OTHER _____

PER PERSON FEE _____ OTHER (cont'd) _____

PENALTY FEE _____ HOLD YES NO _____ ENT. FEE _____ DANCE/PIANO FEE _____

RECEIVED BY _____ DATE _____ CHECK NO. _____ BANK NO. _____ CASH _____ TOTAL AMOUNT \$ _____

APPENDIX II

APPENDIX III

Bridge Inspection Report

Bridge Key: 53C1564 Agency ID: 53C1564 SD/FO Status: N SR: -2

IDENTIFICATION

State 1: 06 California Struc Num 8: 53C1564
 Facility Carried 7: SPTCO RR Location 9: 0.1 MI W WESTERN AVE
 Rte. (On/Under) 5A: One Route Under Rte. Signing Prefix 5B: 5 City Street
 Level of Service 5C: 0 None of the below Rte. Number 5D: 0L071
 Directional Suffix 5E: 0 N/A (NBI) % Responsibility: 0
 SHD District 2: District 7 County Code 3: (53) Los Angeles
 Place Code 4: 80000 Kilometer Post 11: 00 0 km
 Feature Intersected 6: TORRANCE BLVD & SPTCO
 Latitude 15: 33d 50' 18" Longitude 17: 118d 18' 36"
 Border Bridge Code 98: Not Applicable (P)
 Border Bridge Number 99:

INSPECTION

Frequency 91: 24 months Inspection Date 90: 09/01/2009 Next Inspection: 09/01/2011
 FC Frequency 92A: NA FC Inspection Date 93A: NA Next FC Inspection: NA
 UW Frequency 92B: NA UW Inspection Date 93B: NA Next UW Inspection: NA
 SI Frequency 92C: NA SI Date 93C: NA Next SI: NA
 Element Frequency 24 months Element Inspection Date: 09/01/2009 Next Elem. Insp. Due: 09/01/2011

CLASSIFICATION

Defense Highway 100: 0 Not a STRAHNET hwy Parallel Structure 101: No || bridge exists
 Direction of Traffic 102: 2 2-way traffic Temporary Structure 103: Not Applicable (P)
 Highway System 104: 0 Not on NHS NBIS Length 112: Long Enough
 Toll Facility 20: 3 On free road Functional Class 28: 14 Urban Other Princ
 Historical Significance 37: 1 Br on Natl Reg Hist Pl
 Owner 22: 27 Railroad
 Custodian 21: 27 Railroad

STRUCTURE TYPE AND MATERIALS

Number of Approach Spans 46: 0 Number of Spans Main Unit 45: 6
 Main Span Material/Design 43A/B:
 1 Concrete 04 Tee Beam
 Deck Type 107: 1 Concrete-Cast-in-Place
 Wearing Surface 108A: N N/A (no deck (NBI))
 Membrane 108B: N N/A (no deck (NBI))
 Deck Protection 108C: N N/A (no deck (NBI))

CONDITION

Deck 58: 4 Poor Super 59: 6 Satisfactory Sub 60: 6 Satisfactory
 Culvert 62: N N/A (NBI) Channel/Channel Protection 61: N N/A (NBI)

LOAD RATING AND POSTING

Inventory Rating Method 65: 1 LF Load Factor Operating Rating Method 63: 1 LF Load Factor
 Inventory Rating 66: MS.0 Operating Rating 64: MS0.0
 Design Load 31: 8 Railroad Posting 70: Not Applicable (P)
 Posting status 41: Not Applicable (P)

AGE AND SERVICE

Year Built 27: 1913 Year Reconstructed 105: 0
 Type of Service on 42A: 2 Railroad
 Type of Service under 42B: 4 Highway-railroad
 Lanes on 28A: 0 Lanes Under 28B: 4 Detour Length 19: 05 km
 ADT 29: 30,000 Truck ADT 109: 4 % Year of ADT 30: 2005

APPRAISAL

Bridge Rail 36A: N N/A or not required Approach Rail 36C: N N/A or not required
 Transition 36B: N N/A or not required Approach Rail Ends 36D: N N/A or not required
 Str. Evaluation 67: N Deck Geometry 68: N Not applicable (NBI)
 Underclearance, Vertical and Horizontal 69: 3 Intolerable - Correct
 Waterway Adequacy 71: N Not applicable Approach Alignment 72: N
 Scour Critical 113: N Not Over Waterway

GEOMETRIC DATA

Length Max Span 48: 10.40 m Structure Length 49: 46.80 m
 Curb/Sidewalk Width L 50A: 0.00 m Curb/Sidewalk Width R 50B: 0.00 m
 Width Curb to Curb 51: 8.00 m Width Out to Out 52: 0.00 m
 Approach Roadway Width 32: 0.00 m Median 33: 0 No median (w/ shoulders)
 Deck Area: 375.00 m²
 Skew 34: 0.00 ° Structure Flared 35: 0 No flare
 Minimum Vertical Clearance Over Bridge 53: 99.99 m
 Minimum Vertical Underclearance Reference 54A: H Hwy beneath struct
 Minimum Vertical Underclearance 54B: 04.20 m
 Minimum Lateral Underclearance Reference R 55A: H Hwy beneath struct
 Minimum Lateral Underclearance R 55: 00.30 m
 Minimum Lateral Underclearance L 56: 00.60 m

PROPOSED IMPROVEMENTS

Bridge Cost 94: Unknown Type of Work 75: Unknown (P)
 Roadway Cost 95: Unknown Length of Improvement 76:
 Total Cost 96: Unknown Future ADT 114: 36,000
 Year of Cost Estimate 97: Unknown Year of Future ADT 115: 2025

NAVIGATION DATA

Navigation Control 38: N N/A-no waterway
 Vertical Clearance 39: 0.00 m Horizontal Clearance 40: 0.00 m
 Pier Protection 111: Not Applicable (P) Lift Bridge Vertical Clearance 116:

ELEMENT CONDITION STATE DATA

Str Unit	Elm/Env	Description	Units	Total Qty	% in 1	Qty. St. 1	% in 2	Qty. St. 2	% in 3	Qty. St. 3	% in 4	Qty. St. 4	% in 5	Qty. St. 5
2	12/2	Bare Concrete Deck	sq.m.	375	100 %	375	0 %	0	0 %	0	0 %	0	0 %	0
2	110/2	R/Conc Open Girder	m.	185	99 %	184	1 %	1	0 %	0	0 %	0	0 %	0
2	205/2	R/Conc Column	ea.	10	50 %	5	30 %	3	20 %	2	0 %	0	0 %	0
2	215/2	R/Conc Abutment	m.	20	100 %	20	0 %	0	0 %	0	0 %	0	0 %	0
2	234/2	R/Conc Cap	m.	48	94 %	46	6 %	3	0 %	0	0 %	0	0 %	0
2	359/2	Soffit Smart Flag	ea.	1	0 %	0	0 %	0	0 %	0	100 %	1	0 %	0

Bridge Inspection Report

Str Unit	Item/Env	Description	Element Notes
2	12/2	Concrete Deck - Bare	
2	110/2	Reinforced Conc Open Girder/Bea	
2	205/2	Reinforced Conc Column or Pile E	
2	215/2	Reinforced Conc Abutment	
2	234/2	Reinforced Conc Cap	
2	359/2	Soffit of Concrete Deck or Slab	

BRIDGE NOTES

The bridge is assumed to run from south to north.
 The bridge was photographed for the files on 09/26/05.
 Bridge jurisdiction is 100% City of Torrance.
 LA County Bridge #2482.

PAST INSPECTION

Inspection Date: 09/01/2009 Type: 1 Regular NBI
 Inspector: AGRAJEDA Pontis User Key: AGRAJEDA - Antonio Grajeda

Scope:
 NBI: Other: Element:
 Underwater: Fracture Critical:

INSPECTION NOTES

f. A. Grajeda
 AGRAJEDA inspection comments -
 Structure 53C1564 -
 DATE 09/01/2009
 SEE ADDENDUM TO BRIDGE INSPECTION REPORT.

INSPECTOR WORK CANDIDATES



Rodolfo Rivera

ADDENDUM TO BRIDGE INSPECTION REPORT:

Page 1 of 2

St. Br. No.: 53C-1564
LA County Br. No. #2482

Date of Inspection: 9/01/09

CONDITION OF STRUCTURE:

The bridge was inspected according to the 2008 First Edition of The Manual for Bridge Evaluation and related FHWA reports. Items observed during the visual inspection that appear to affect the condition of the bridge are listed below.

The bridge is in overall satisfactory condition.

The bridge is Structurally Deficient (SD) because the Deck is in poor condition

Provide Recommendations repairing the spalls on the soffit and columns of the bridge would remove the SD status.

All previous statements were verified by field inspection. (09/01/09)

Deck

A 0.3m diameter superficial spall exists in the deck soffit of span 6.
(For record only)

Superstructure

There is a minor spall in the lower flange of girder 3, span 2. (8/31/01)
(For record only)

Substructure

Bent 4

There is a 150mm wide by 0.6m long area of delamination in the north face of column 2, bent 4. (09/01/09)

The north face of column 1 (bent 4) has a large (0.3m X 0.3m X 102mm) spall with exposed rebar and minor section loss. (3/19/96)

Bent 6

There is a 200 mm diameter superficial spall near the base of column 1, bent 6. (9/12/07)

There is a 0.6 m long by 0.3 m wide area of delamination near the base of column 2, bent 6. (9/12/07)

A large horizontal crack exists in the west face of column 1 and the east face of column 2 of bent 6 up to 2mm wide, and appears to be at the cold joint of the column to arch girder. (11/10/99)

ADDENDUM TO BRIDGE INSPECTION REPORT:

Page 2 of 2

St. Br. No.: 53C-1564

LA County Br. No. #2482

Date of Inspection: 9/12/07

CONDITION OF STRUCTURE

Bent 6 continued

A 2mm crack exists in soffit of the arch, between columns 1 & 2 of bent 6. (11/10/99) (Typical in bent 4, 5 and 6)

There are random cracks in the southwest wingwall up to 0.50mm wide. (8/31/01)

Miscellaneous

Vegetation growth on the bridge prevents a thorough inspection of every element. (Vine like vegetation attached to structure) (11/10/99)

SIGNS:

The minimum vertical clearance (measured along the right hand side of lane 2 eastbound) was found to be 13 ft. 9 in. The bridge is currently posted 12 ft. 7 in.

Substructure

Repair the spalls in the reinforced concrete columns.

Epoxy inject the cracks in bents 4, 5 and 6.

Miscellaneous

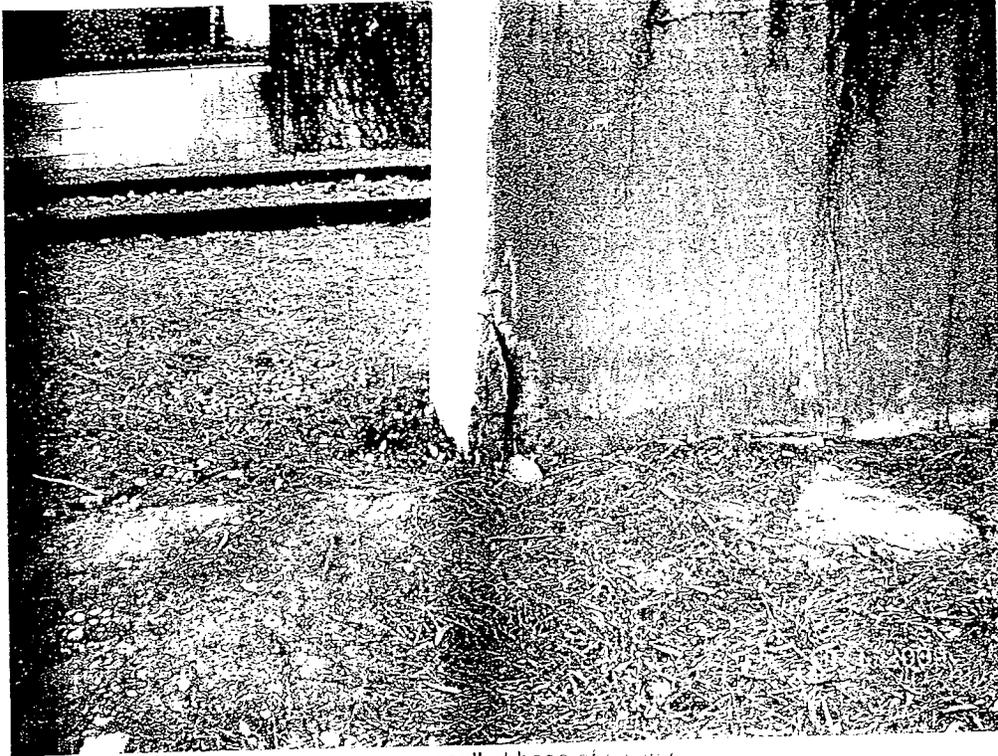
Replace the missing clearance sign.

WORK RECOMMENDED:

Post the correct vertical clearance over eastbound lanes.

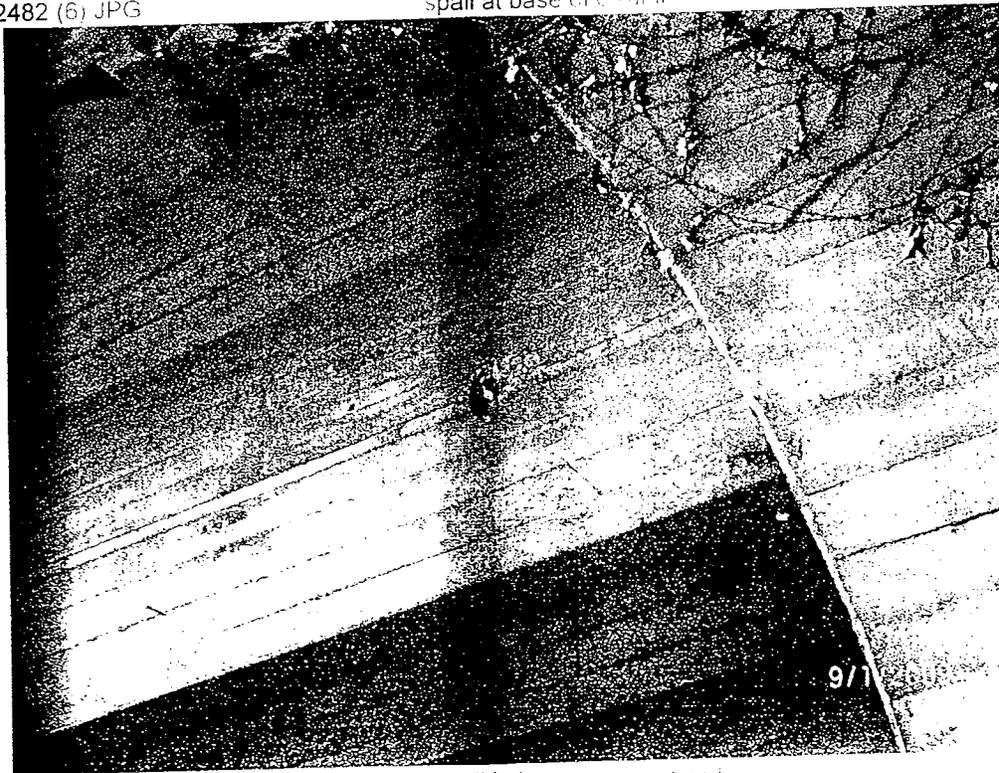
Do the work listed under "**WORK NOT DONE.**"

10/14/2009 9:13 AM



#2482 (6).JPG

spall at base of curb



#2482.jpg

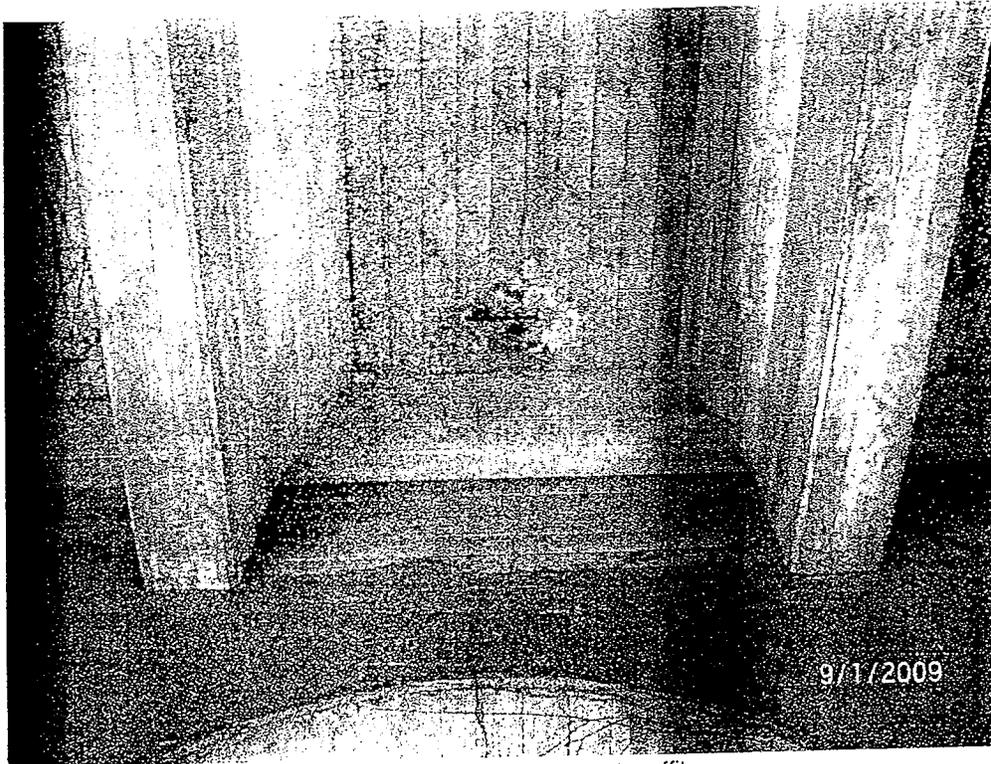
spall in lower curb



#2482 (4) JF/m crack in soffit of arch



#2482 (5) JF/m delamination at base of column



#2482 (2) JPC

minor spall in deck soffit



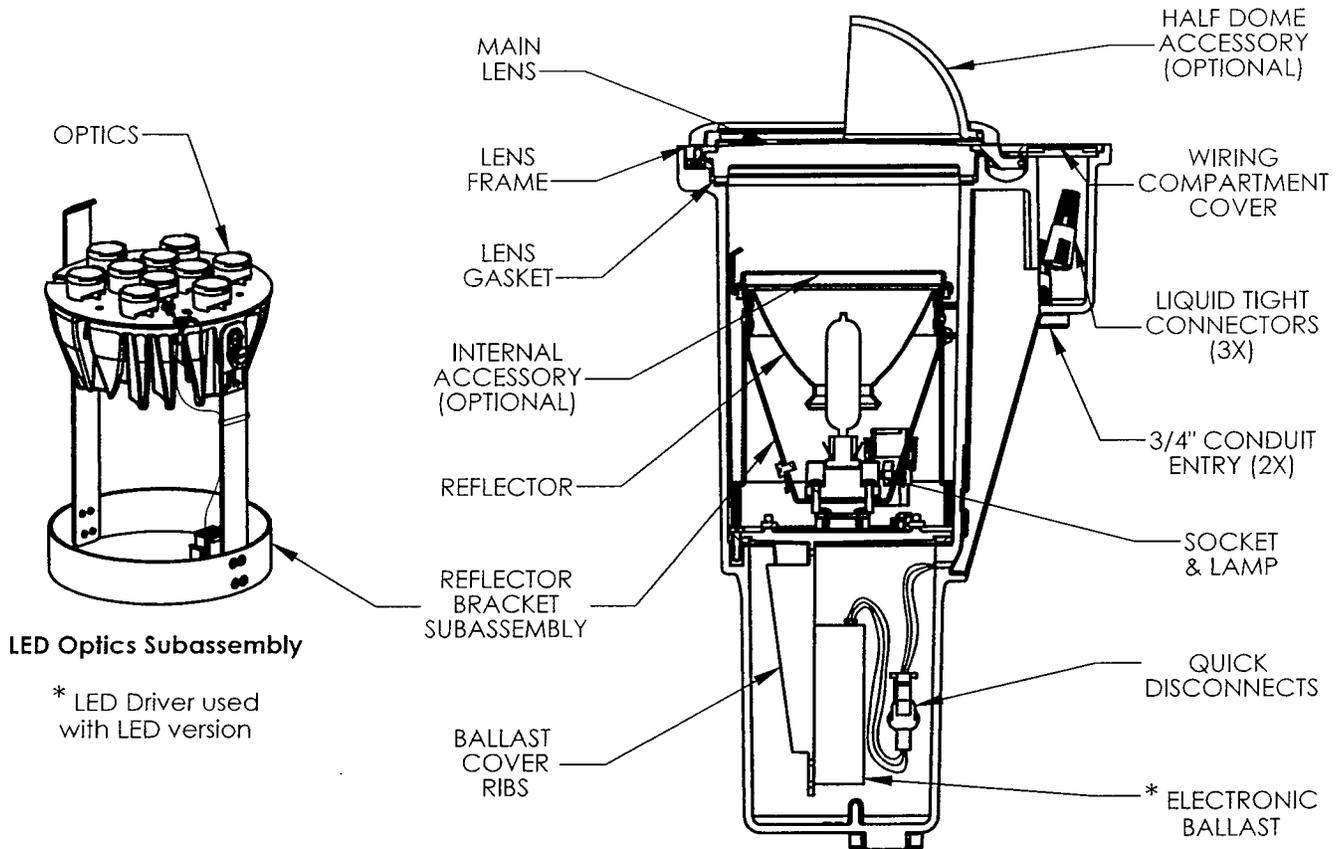
#2482 (3) JPC

crack in column

APPENDIX IV

INSTALLATION INSTRUCTIONS: i2.5 - INGROUND UPLIGHT

T6 HID Fixture Shown



Note: Fixture style, accessories, optics, and ballast type will vary with fixture options.



This fixture is intended for installation in accordance with the National Electrical Code and local code specifications. Failure to adhere to these codes and instructions may result in serious injury and/or damage to the ballast and void the warranty. These instructions do not purport to cover all details or variations in equipment, nor to provide for every possible contingency related to installation, operation, maintenance, or mounting situation. Should specific problems occur that are not addressed by these instructions, contact your distributor or Sales Representative for assistance. Retain these instructions for future reference.

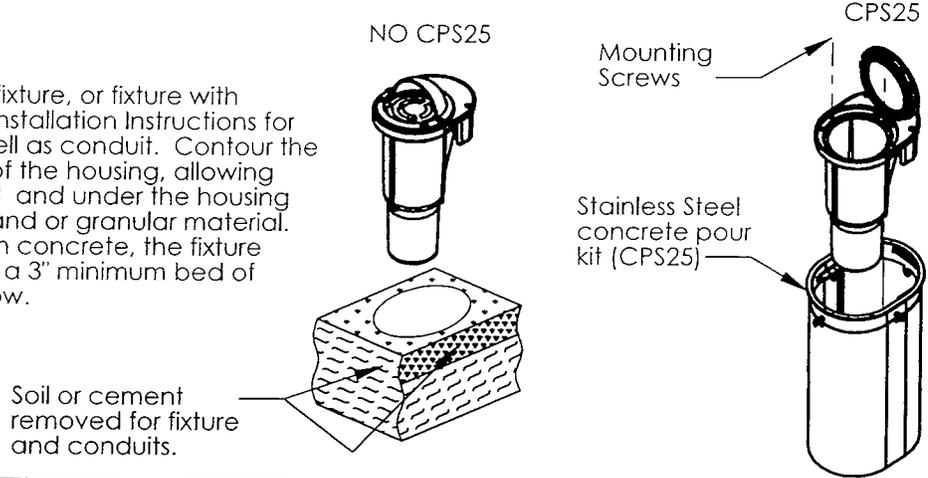


CAUTION:

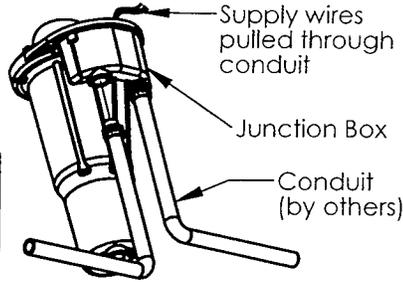
1. **WARNING:** TURN THE POWER OFF BEFORE INSTALLING OR PERFORMING ANY MAINTENANCE ON THIS FIXTURE. Failure to do so may result in severe injury or death.
2. The housing should not be installed in insulating materials such as bark, vermiculite, etc. for the full depth of the housing. Surface use of these materials around BUT NOT ON TOP of the fixture is acceptable.
3. **IMPORTANT:** To prevent overheating, regularly check lens and keep it clean and free of debris such as dirt, sand, leaves, mulch, etc. **Failure to do so will void warranty and could cause a fire.**
4. Conduit entry ways should be properly sealed around threads. Unused conduit entry ways should be properly plugged and sealed. **Failure to do so will void warranty.**
5. The fixture should not be installed in low lying areas or where water may accumulate and stand for long periods of time.
6. Soil should be mounded up around the fixture to promote drainage.
7. Do not install fixture within 10 feet (3 meters) of a pool, spa or fountain.

INSTALLATION

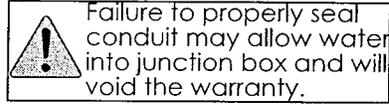
STEP 1: Excavate soil for fixture, or fixture with CPS25 (see CPS25 Installation Instructions for more details), as well as conduit. Contour the hole to the shape of the housing, allowing 3" minimum around and under the housing for placement of sand or granular material. If the installation is in concrete, the fixture must be placed on a 3" minimum bed of gravel with soil below.



STEP 2: Connect conduit using thread sealant.

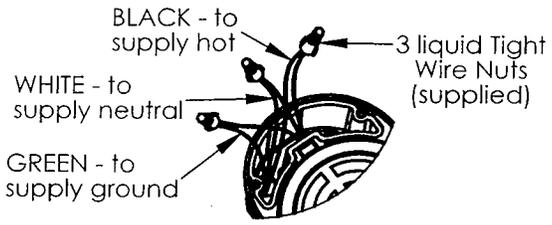


STEP 3: Remove junction box cover. Pull wires through conduit into junction box. The contractor must pull a ground wire or make a ground connection to a metal conduit system.



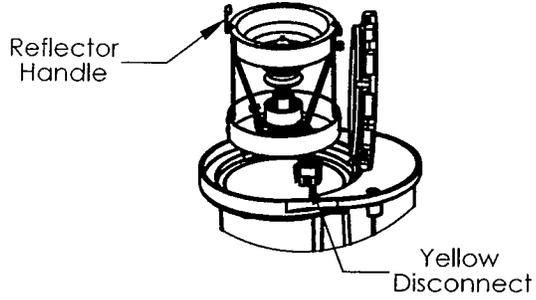
STEP 4: Backfill around housing with dirt, cement or decorative stone or backfill around CPS25 with concrete as required for finishing the particular installation. Housing should be surrounded by a 3" minimum layer of sand or gravel to ensure proper drainage. DO NOT back fill with bark or vermiculite.

STEP 5: Connect supply leads to the fixture wiring using the supplied liquid tight wire nuts. Re-attach the junction box cover until screws bottom out.

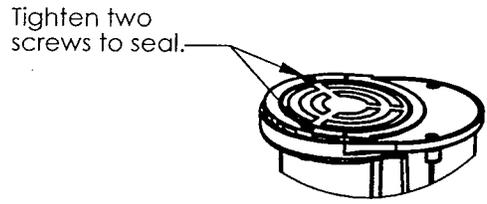


STEP 6: Open main lens assembly by unscrewing two screws. Discard protective packing material from housing. Remove optics subassembly. Install appropriate lamp per the lamp label (not applicable for LED version) - avoid touching glass bulb or optics as much as possible.

STEP 7: To aim optics subassembly, loosen thumbscrew, aim in direction desired (reference aiming label), tighten thumbscrew. Ensure wires are inside the bottom band to prevent pinching wires. Set optics subassembly back into housing and press down until it locks in place.



STEP 8: **NOTE: To help decrease moisture**, energize fixture for 20 minutes prior to sealing the main lens assembly. Ensure gasket seating surfaces are clean and free of debris before sealing. Close main lens assembly and seal by tightening two screws until they bottom out.



RELAMPING

Loosen screws and open main lens assembly. Inspect gasket - if damaged, then replace lens and gasket assembly. Remove any internal accessory (if applicable). Replace lamp with a new one of identical electrical characteristics. [NOTE: For metal halide T6 (G12 base) and T4 (G8.5) lamps, Hadco recommends using only Philips MasterColor lamps. If using a lamp from another manufacturer, ensure it is electrically compatible with supplied ballast]. For LED version, consult the factory for a replacement light engine. Replace internal accessory (if applicable). Re-seal the fixture per STEP 8 above - ensure gasket sealing surfaces are clean and free of debris.

LED Inground Narrow Flood Optic (I25) Specification Sheet

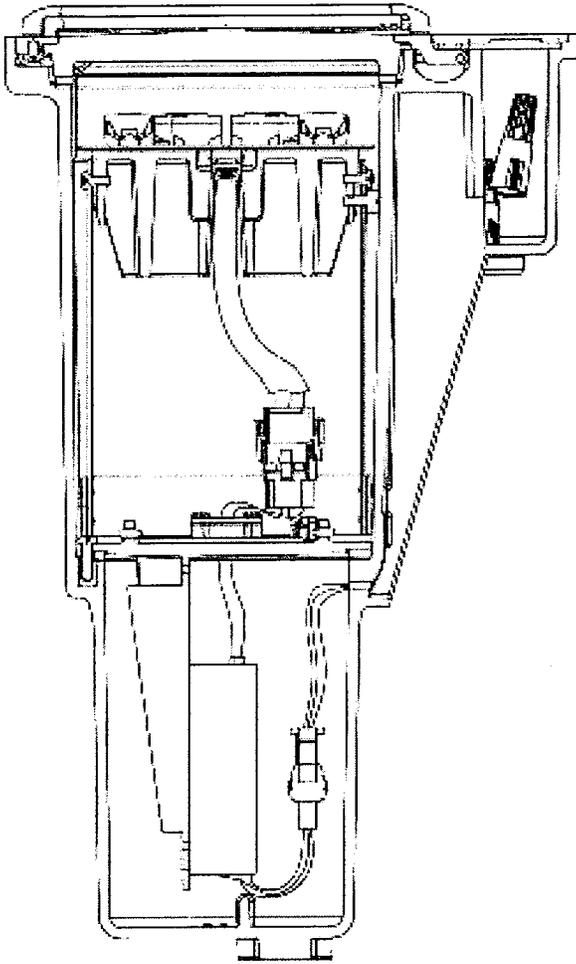
Project Name:	Location:	MFG: Philips Hadco
Fixture Type:	Catalog No.:	Qty:

Ordering Guide

Example: I25 SS NF WL40

Product Code	I25	LED Inground Narrow Flood Optic
Finish	SS N	Stainless steel (MATTE FINISH) Natural Bronze
Optics	NF	Narrow Flood 26°
LED	WL40	Warm White, 400 Lumens
Color/Lumens	CL57	Cool White, 569 Lumens

*1 Smart Select Electronic Driver: 120-277VAC 50/60 Hz auto-sensing



Specifications

HOUSING:

Separate sealed compartments provide isolation between field wiring, optics, and ballast (CFL). Single-piece compression molded fiberglass reinforced polyester composite, factory pressure tested to ensure water will not wick or leak through. Isolated, grade-mounted sealed wiring compartment with two (2) 3/4" threaded conduit inlets in bottom for feed-through wiring capabilities and supplied with gel-filled wire nuts. Cast cover to match trim ring with two captive stainless steel slotted Phillips machine screws for access. Potted factory seal with anti-wicking wiring between grade-level junction compartment and ballast compartment. Isolated ballast compartment with key-slotted, silicone-gasket cover. Rock guard made of cast brass (natural finish) or cast stainless steel (satin finish). Ring is factory pre-drilled for optional guard. Trim ring is natural cast bronze or cast stainless steel. Lens ring is hinged with two captive stainless slotted Phillips machine screws for access to lamping compartment (tamper-resistant screws available upon request.) Half dome 360 degree field adjustable for glare control, constructed of natural cast brass (natural finish) or cast stainless steel (satin finish) to match lens ring. Both

LED Inground Narrow Flood Optic (I25) Specification Sheet

Project Name:	Location:	MFG: Philips Hadco
Fixture Type:	Catalog No.:	Qty:

options are designed to mount utilizing factory pre-drilled holes on lens ring with water channel to allow lens to stay free of dirt and contamination build-up.

FINISH:

Natural Brass has satin matte finish. Stainless Steel has satin matte finish.

OPTICAL ASSEMBLY:

Clear, flat, molded borosilicate glass, high impact, 3000 lb. live load rated, drive-over glass, with molded wrap around 100% silicone lens gasket. Optional lens assemblies include cool touch lens, reducing lens temperatures by 35%, ice blue lens, linear or multi-directional spread lens. Integral collimating spot (10°) optics. Integral collimating narrow flood (26°) optics. Integral collimating wide flood (38°) optics. Clear tempered glass affixed at 10° angle for natural cleaning. Sealed optical chamber. Aiming 15° either side of vertical and full 360° rotation. Angle degree marks for precise vertical aiming with tool-less LOC-AIM®. Handle enables easy tool-less removal of optical assembly for hot aiming and re-lamping, simply press-fit back into place.

LAMPING:

4,000K color temperature (CCT) or 3,000K amber coated tempered glass lens. Approximately 50,000 hours of operational life (at 25 C ambient temperature and 70% lumen maintenance). >80 CRI.

ELECTRICAL ASSEMBLY:

Smart Select Electronic Driver 120 to 277 VAC input; 50-60Hz; auto-sensing. Operating start temperature -40 C (-40 F) 17watts consumed (total fixture consumption)

CERTIFICATIONS:

Manufactured to ISO 9001:2008 Standards. ADA compliant when used in concrete and flush mounted with CPS25. ETL listed to U.S. safety standards for wet locations. cETL listed to Canadian safety standards for wet locations.

WARRANTY:

Ten-year limited warranty.

IP RATING:

IP66/68: Dust-tight and dual rated - sealed against direct jets of water and against continuous submersion in water tested to 1 meter (3.28 feet).

Height :

15 3/4

Width:

7 1/2

Depth:

9 3/4