

CITY OF TORRANCE

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

FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM, I-101

B2011-30



**JOHN C. DETTLE
Acting City Engineer**

June 2011

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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, July 21, 2011**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF
FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM, I-101
B2011-30**

Bid Schedule (for reference only) and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at:
<http://www.torranceca.gov/18803.htm>

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

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

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 \$10 if picked up at City Hall, or payment of \$15 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$15 includes a copy of the official form of Proposal.

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

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2011-30**

The Engineer's estimate of the contract total is between \$300,000 and \$330,000. All work shall be completed within two hundred fifty (250) working days from the date of the Notice to Proceed (NTP).

At the discretion of the City, this contract may be extended for up to four (4) years.

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

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

The City has determined that a Class A or C-8 Contractor's license is necessary to bid this project.

Pursuant to Section 1770 et seq. of the California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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

For further information, please contact Davina Buenavista, Associate Engineer, in the Public Works Department at (310) 618-3057 or by email at DBuenavista@TorranceCA.gov.

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

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

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

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

C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the 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.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the drawings, specifications, and other contract documents, including, but not limited to:

- a) Construction Schedule: The Contractor shall be responsible to prepare and submit a construction schedule prior to beginning work, in accordance with the Special Provisions.

2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work installed based on field measurements. 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 Bid Proposal Documents:

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

All prices submitted will be considered as including any and all sales or use taxes. For any individual bid item, in the case of a discrepancy between its unit price and total bid, the unit price shall always prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

This project has no DBE requirements.

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

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

G. AWARD OF CONTRACT

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

H. EXECUTION OF CONTRACT

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

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

I. APPRENTICESHIP EMPLOYMENT STANDARDS

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

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

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

K. INSURANCE

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

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit their question(s) in writing to the Torrance Public Works Department. You may email it to Ms. Davina Buenavista, Associate Engineer at DBuenavista@torranceca.gov. All questions must be received no later than 5:00 p.m. on the Thursday one week prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Ms. Davina Buenavista at (310) 618-3507.

SECTION C

BID DOCUMENT

BIDDER'S PROPOSAL

COMPANY: _____

FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM, I-101

B2011-30

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

Members of the Council:

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

BID SCHEDULE

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	50,000	LF	CONCRETE GRINDING	\$	\$
2	5,500	SF	CONSTRUCT AC RAMPS	\$	\$
3	10,000	SF	REPAIR EXISTING AC RAMPS	\$	\$
4	1,000	SF	PATCH CONCRETE	\$	\$

TOTAL BID PRICE: \$ _____
*(Figures)**

TOTAL BID PRICE: _____
*(Words)**

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

BIDDER'S PROPOSAL
(CONTINUED)

B2011-30

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

B2011-30

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

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

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT
(CONTINUED)

B2011-30

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

Dated this _____ day of _____, 20 _____

Subscribed and Sworn to

before me this _____ day
of _____, 20 _____

(CONTRACTOR'S SIGNATURE)

(NAME)

Notary Public in and for said
County and State.

(TITLE)

(SEAL)

BID BOND (10%)

B2011-30

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. B2011-30**, said work being: the **FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM, I-101**, 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

B2011-30

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) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

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

REFERENCES

B2011-30

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

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

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

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

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

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

REFERENCES
(CONTINUED)

B2011-30

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration: _____

b. Has License ever been suspended or revoked? _____
If yes, describe when and why: _____

c. Any current claims against License or Bond? _____
If yes, describe claims: _____

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

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

B2011-30

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): _____

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

B2011-30

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

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

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

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

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

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

SECTION D

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

PERFORMANCE BOND

B2011-30

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 **FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM, I-101, B2011-30**, 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)

B2011-30

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

B2011-30

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)

B2011-30

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 FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM, I-101, B2011-30, 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) inure 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)

B2011-30

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 _____, 2011 (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 grind City sidewalk offsets, install new asphalt ramps, and patch damaged sidewalks to mitigate pedestrian tripping hazards; and
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of CITYWIDE SIDEWALK RAMPING AND GRINDING PROJECT, I-101, Notice Inviting Bids No. B2011-30 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for 15 months from the Effective Date. At the City's discretion and if mutually agreed upon, this Agreement may be extended no more than 4 times, each for a 12-month period. Unit costs may be adjusted according to the change in the Construction Cost Index (CCI) for the County of Los Angeles area, as published by the Engineering News Record, McGraw-Hill Construction. The period used to establish the change in the CCI shall be from the Effective Date of the previous year's Agreement to the Effective Date of the current year's project.

3. COMPENSATION

A. CONTRACTOR's Fee.

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

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

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

8. CONTRACTOR REPRESENTATIVE(S)

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

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a) Combined single limits of \$2,000,000 per occurrence.
- B. General Liability including coverage for premises, products and completed operations, independent Contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
- C. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$3,000,000.
- D. The insurance provided by CONTRACTOR will be primary and non-contributory.
- E. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer, and the Consulting Engineer, must be named as additional insureds under the automobile and general liability policies.
- F. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- G. 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.
- H. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in

which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

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

CONTRACTOR: _____

Fax: _____

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

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the

first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

(name)
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

CITY OF TORRANCE, CALIFORNIA

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT

To be attached to and made a part of all policies insuring the liability of any person, firm 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
CITYWIDE SIDEWALK RAMPING AND GRINDING PROJECT, I-101
B2011-30**

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

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT
(CONTINUED)

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

Duly Authorized Agent

Attached to and forming part of

Policy No. _____

of the _____

Date: _____

Expiration Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

B2011-30

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

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

CONTRACTOR

By: _____

Title: _____

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (Latest Edition and the most recent Supplement), latest edition, as noted herein. These Special Provisions have been arranged into a format which parallels the Standard Specifications.

**SECTION E
SPECIAL PROVISIONS**

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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.

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

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

1.3-2 Common Usage. Add the following abbreviations:

Approx	Approximate
Exist.	Existing
Med.	Median
M.L.	Main Line
OH	Overhead
Ped.	Pedestrian
Reconst.	Reconstruct
Temp.	Temporary
Theo.	Theoretical

SECTION 2 – SCOPE AND CONTROL OF THE WORK

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

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

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

2-3 SUBCONTRACTS.

2-3.1 General. Add the following sentence to the first paragraph to read as follows:

Contractor shall not sub-contract any portion of the work under this contract.

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

The "Performance Bond" shall be for 100 percent of the Contract Price and 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 set of Plans and Specifications on the Work site at all times.

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
- 2) Standard Plans
 - a. City of Torrance Standard Plans, latest edition.

Applicable Standard Plans for this project are included in the Appendix of these Specifications.

2-5.1.2 Specifications. The Work shall be performed or executed in accordance with these Special Provisions and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.

2-5.2 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) Change Orders (including Plans and Specifications attached thereto).
- 2) Public Works Agreement
- 3) Addenda
- 4) Permits from other agencies as may be required by law
- 5) Special and General Provisions
- 6) Plans
- 7) City Standard Plans
- 8) Standard Specifications for Public Works Construction

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

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

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

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

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY'S fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with Section 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.

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

2-6.1 Scope of Work. This project is intended to provide a continuous, non-displaced surface on the City's public sidewalks. The work consists of grinding, patching, or installing asphalt concrete ramps at all sidewalk joints, cracks, displacements and other irregularities as described herein.

2-6.2 Work Sequence. The Contractor shall begin work in the northeasterly portion of Area 1 (see map in Appendix) and proceed on blocks of streets in an orderly "serpentine" pattern from east to west, north to south, then back west to east. The first operations shall consist of the Contractor inspecting the sidewalks and marking the defects to be corrected with orange spray paint. Sidewalks shall not be marked more than 3 working days in advance of the actual repairs. Ramping and grinding shall then promptly follow the inspection phase.

The work shall be arranged so that all operations within a neighborhood are completed before moving on to another neighborhood. A neighborhood is considered to consist of residential or local streets bounded by major arterials or collector streets.

2-6.2 Recording of Work Performed. The Contractor shall keep detailed written records of all work performed, as required in Part 3, Section 303-12 of these Specifications.

2-6.3 Homeowner Requested Work. The Contractor shall refer any request by a property owner to the Engineer. The Contractor shall perform no repairs requested by a property owner, unless directed by the Engineer.

2-6.4 Quantities. The quantities in the Bidder's Proposal are estimates used for bidding purposes only. The quantities were derived using data gathered during previous annual projects. No actual measurements were made.

The specified percent changes in Section 3-2, "Changes Initiated by the Agency", are hereby deleted.

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 daily inspection and approval by the Engineer.

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, shall be borne by the Contractor.

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.

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 Section 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 rental rates listed for such equipment in "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California, 95131, telephone: (408) 971-9000, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership and 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.

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.

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. On each Monday morning the Contractor shall submit a weekly “look ahead” Construction Schedule. The schedule shall indicate, by date, the neighborhoods to be worked in during the next 2 weeks. The schedule shall consist of an 8 ½” x 11” street map of the part of the city to be completed, with each week’s area outlined.

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 Requirements. All work shall only be performed between the hours of 7:00 a.m. and 4:30 p.m. unless otherwise approved by the Engineer.

6-7 TIME OF COMPLETION.

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

Steady progress with a tractable and predictable presence in the City is of the essence in the Contract. The Contractor shall work on this project five regular work days per week, as approved by the Engineer, until the construction budget is exhausted. The City-approved schedule shall be adhered to. It is expected that the project duration will be approximately 12 to 15 months.

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 the following insurance, which will be full coverage not subject to self-insurance provisions:

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

Add the following:

The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer, and the Consulting

Engineer, must be named as additional insureds under the automobile and general liability policies, and included in the indemnification by the Contractor.

The Contractor must include all subcontractors as insured 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 the Public Works Agreement.

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

Worker's Compensation Insurance shall be per Section 17 of the Public Works Agreement.

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

Before starting work, the City shall have the authority to not approve the Contractor's proposed representative and/or alternate representative. The City shall inform the Contractor in writing and request a replacement representative and/or alternate representative. The City shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time without cause and at no cost to the City.

7-6.1 Communication with Field Crew. Contractor shall provide a reliable cellular phone service and equipment to each of the ramping, grinding, and patching operators throughout the duration of the project.

7-8 PROJECT SITE MAINTENANCE.

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

Dust Control. Except for hand grinders, grinding machines shall be equipped with a vacuum dust control system to provide a dust free work area. Water shall not be used as a dust control agent.

Ownership and Disposal of Grinding Residue. Each ground offset shall be swept clean before moving on to the next offset. Grinding residue shall become the property of the Contractor. The material shall be stored in sealed containers until disposed of in a manner prescribed by law.

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

7-8.6.1 Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

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

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

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

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, 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 BMPs specified for the Contract 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 specified 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 prices bid for the various items of work.

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 subsections:

7-9.1 Relocation of Survey Tie Points and Monuments. Grinding, ramping and patching work may cover, hide, or obliterate survey tie points or monuments on existing sidewalks, curb, gutter, driveways and access ramps. The Contractor shall identify the locations of these tie points or monuments prior to performing any work in the immediate area and notify the Engineer so that they may be relocated.

7-10 PUBLIC CONVENIENCE AND SAFETY.

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

When the work requires a section of sidewalk to be closed and pedestrian traffic prohibited, the Contractor shall provide at each location and at each entrance/exit area of the work zone, temporary construction signs and cones. Signs shall be firmly mounted in a clearly visible position. There shall be no separate payment for furnishing, installing and maintaining temporary construction signs and cones. All costs for this item shall be absorbed into the bid prices for items of work and no additional compensation therefore shall be allowed.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT AND PAYMENT. Add the following sections:

9-1.2.1 Payment for Labor and Materials. The Contractor shall pay 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 during the performance of work under this contract. All such accounts shall be paid as they become due and payable. The Contractor shall submit certified payrolls to the City as soon as they are available.

9-1.2.2 Contract Renewal. The contract for this project includes an option for a maximum of (4) four extensions. See "Public Works Agreement" – Section 2 "TERM".

9-3 PAYMENT.

9-3.2 Partial and Final Payment. Add the following:

The Contractor shall submit all requests for payment in the form of an invoice and provide it to the Engineer.

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.

Delete the third paragraph in its entirety and replace with:

For each progress estimate, 10 percent may 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.

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

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices, site review; insurance, and bonds; moving onto the site all equipment; and other construction facilities, and removal of same at completion of the Work; and all other work; all as required for the proper performance and completion of the Work.

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

- a) Submittal and modification, as required, of the Construction Schedule.
- b) Moving onto the site of all Contractor's equipment required for the work.
- c) Providing on-site sanitary facilities and portable water facilities, as required.
- d) Submittal of all required insurance certificates and bonds, including subcontractors.
- e) Obtaining all required permits.
- f) Posting all OSHA required notices and establishment of safety programs.
- g) Having the Contractor's Superintendent present at the job site full time.
- h) Removal (including all spray-painted markings on any surface), cleanup, and restoration.
- i) Demobilization.

There shall be no separate payment for Mobilization. Payment for such costs shall be deemed as being included in the prices bid for the various items of work.

PART 2 CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.2.1 Portland Cement. Add the following sections:

Portland cement used as a final coat on new asphalt surface of ramps shall be Type II portland cement, or Type V portland cement conforming to this section of the Standard Specifications.

SECTION 203 – BITUMINOUS MATERIALS

203-2 LIQUID ASPHALT. Add the following:

203-2.1.1 Tack Coat. Liquid asphalt used for tack coat for AC ramps on sidewalks shall be medium curing (MC) SS1H asphalt conforming to 203-2.1 or emulsified asphalt conforming to 203-3.1 of the Standard Specifications.

203-6 ASPHALT CONCRETE.

203-6.1 General. Add the following:

Asphalt concrete used for AC ramps on sidewalks shall be F-AR-4000.

PART 3 CONSTRUCTION METHODS

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

Add the following:

303-8 CONCRETE GRINDING.

303–8.1 General. Sidewalk joints and cracks with vertical offsets between 3/8 inch and 1-1/2 inches shall be ground. The maximum taper of the ground areas shall conform to Americans with Disabilities Act (ADA) requirements and not exceed 8.33% in the direction of travel. The minimum width shall be 6". The grinding shall include defects running perpendicular to the direction of pedestrian travel, parallel to the direction of travel (primarily at driveways), and those areas at the sidewalk return where the sidewalk is raised above the curb. Where the sidewalk is sunken in relation to the top of the curb between 3/8 inch and 3/4 inch, the top of the curb shall be ground. Where the sidewalk is raised 3/8 inch to 1-1/2 inches in relation to the curb return, the sidewalk shall be ground.

303-8.2 Limits. A day prior to starting any grinding work, the Contractor shall paint the limits of the grinding work he intends to perform on the following day. The Contractor shall request the City's Inspector to review and confirm these limits prior to starting any work.

303-8.3 Finish and Appearance. Offsets shall be ground so as to produce a smooth non-skid surface closely resembling the appearance of the adjacent concrete. The finish shall approximate a transverse broomed surface texture. The ground taper shall have a "squared off" geometric shape with straight borders. Sharp edges left by the grinding operations shall be smoothed. Grinding shall be performed so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces shall not be smooth. Grinding shall be performed so that the finish grind has a rectangular appearance consisting of straight back line with no stray grinding marks. The adjacent concrete shall remain untouched by the grinding process without scar or damage.

303-8.4 Demonstration. The Contractor shall demonstrate the sidewalk grinding operation and resulting finish and appearance at three test sites chosen by the Engineer. Should the Engineer deem the quality of the taper to be unacceptable, the Contractor shall modify his methods and/or equipment and proceed to an additional two test sites. This sequence shall be repeated until the acceptable quality is achieved. Approval of the test results shall be obtained prior to the commencement of the full scale grinding operation. Only the methods and equipment that produced acceptable results shall be employed on the project.

303-8.5 Hand Grinding. Areas inaccessible to the grinding machine shall be ground with a hand held grinder.

303-8.6 Dust Control and Clean up. Dust Control and clean up shall conform to the provision of Section 7-8.1 of these Specifications.

303-8.7 Payment. Payment for all materials, labor and equipment to grind and finish the concrete as described herein shall be made at the unit bid price per lineal foot, regardless of the height of the grind.

303-9 ASPHALT CONCRETE (AC) RAMPS.

303-9.1 General. Asphalt concrete ramps shall be installed at all street sidewalk joints and cracks with vertical offsets greater than 1-1/2". The maximum taper of the ramps shall meet A.D.A. requirements and shall not exceed 8.33% in the direction of travel. The ramping shall include defects running perpendicular to the direction of pedestrian travel, parallel to the direction of travel (primarily at driveways), and those areas at the sidewalk return that have sunken below the top of the curb greater than 3/4 inch.

303-9.2 Limits. Prior to constructing any asphalt concrete ramp, the Contractor shall paint the limits of the area where the asphalt materials will be laid. The Contractor shall request the City's inspector to review and confirm these limits prior to starting any work.

303-9.3 Materials, Finish and Appearance. Prior to the construction of the asphalt ramps, an approved weed killer shall be applied to all weeds within the ramp area according to the manufacturer's directions, and in conformance with all applicable laws.

A tack coat of SS1H asphalt oil shall be applied prior to installation of the asphalt concrete. Asphalt shall be Type F-AR-4000. This fine mix is required to afford a good even joint with the adjacent concrete sidewalk. The ramp shall be compacted by means of a hand-operated roller

and the finished surface shall be one smooth continuous surface. Asphalt work shall comply with Sections 302-5.5 through 302-5.9. Headers are not required.

A final coat of dry Portland cement shall be sprinkled on the fresh asphalt surface at the rate of 1/4 to 1/2 cup per square foot. The ramp shall then be sprinkled with fresh water at the rate of 1/2 to 1 cup per square foot, to form a thick slurry mixture. The mixture shall be thoroughly brushed into the ramp surface. The cement coating shall extend onto the existing sidewalk for a distance of 6" on both sides of the ramp and finished in a neat, straight line.

303-9.4 Demonstration. The Contractor shall demonstrate the AC ramping operation and resulting finish and appearance at three test sites chosen by the Engineer. Should the Engineer deem the quality of the taper to be unacceptable, the Contractor shall modify his methods and/or equipment and proceed to an additional two test sites. This sequence shall be repeated until the acceptable quality is achieved. Approval of the test results shall be obtained prior to the commencement of the full scale ramping operation. Only those methods and equipment which produce acceptable results shall be employed on the project.

303-9.5 Payment. Payment for all materials, labor and equipment necessary to construct the AC ramps shall be made at the square foot cost bid.

303-10 REPAIR OF EXISTING AC RAMPS.

303-10.1 General. Previously installed AC sidewalk ramps that are damaged, worn, have vegetation growing through them or otherwise constitute a tripping hazard shall be repaired to conform to A.D.A. requirements and the details shown in the Appendix. Access ramps slopes shall not exceed 8.33% in the direction of travel.

303-10.2 Materials, Finish and Appearance. Prior to repairing existing ramps, the Contractor shall apply an approved weed killer where needed, according to the manufacturer's directions, and in conformance with all applicable laws.

The repairs shall consist of applying a tack coat, installing an asphalt overlay, and applying a final coat of portland cement mixture. Materials, finish, and appearance shall be as specified in Section 303-9.

303-10.3 Recoating of Existing AC Ramps. Contractor shall apply a new coat of cement to all old ramps where the previous coat has been substantially worn off, but are otherwise in sound condition.

303-10.4 Weed Killer Application. Contractor shall apply an approved weed killer to weeds within any and all existing ramps.

303-10.5 Payment. Payment for all materials, labor and equipment necessary to repair existing AC ramps shall be made at the bid price per square foot and shall include recoating and application of weed killer.

303-11 CONCRETE PATCHING.

303-11.1 General. This section covers repairs to miscellaneous irregularities in existing, otherwise sound, concrete sidewalk. The irregularities include holes, gaps, depressions, fissures, and similar defects, which cannot be repaired by ramping or grinding.

303–11.2 Limits. The approximate dimensions of holes, depressions, and spalled areas to be patched shall generally be a nominal diameter of one (1) inch and a depth of at least 3/8-inch. The approximate dimensions of cracks and fissures shall generally be a width of more than one (1) inch and a length of at least six (6) inches.

303–11.3 Materials, Finish and Appearance. The patching material shall be a quick set concrete, mortar, or other approved concrete patching material. Prior to patching, the defect shall be cleaned and prepared according to the manufacturer's directions. The completed patch shall be similar in color, texture and appearance to the surrounding concrete.

303–11.4 Demonstration. The Contractor shall demonstrate the operation and resulting finish and appearance at three test sites chosen by the Engineer. Should the Engineer deem the quality of the patches to be unacceptable, the Contractor shall modify his methods and/or equipment and proceed to an additional two test sites. This sequence shall be repeated until the acceptable quality is achieved. Approval of the test results shall be obtained prior to the commencement of the full scale patching operation. Only those materials, methods, and equipment that produce acceptable results shall be employed on the project.

303–11.5 Payment. Payment for all labor and equipment to patch the concrete as described herein shall be made at the unit bid price per square foot of patch.

303–12 REPAIR DATA SHEETS.

303–12.1 General. The City maintains a database of repairs to parkway items, including public sidewalks. The Contractor shall provide a responsible individual or individuals to legibly and accurately record the locations and types of sidewalk repairs performed under this contract. The data shall be recorded on copies of the "Sidewalk Repair Data Sheet." The City shall supply the necessary copies of the data sheet to the Contractor. A sample copy the data sheet is included in the Appendix.

The Contractor shall frequently submit the completed data sheets to the Inspector, who will then verify the quantity and quality of the work. The sidewalk data is entered into a special database developed by the City. The data sheets are also the basis for payments to the Contractor. Incomplete data sheets or those containing errors shall be returned to the Contractor for correction prior to payment.

303–12.2 Payment. Payment for this work shall be included in the price for the other bid items and no further compensation shall be allowed. No payment will be made for any work on a repair data sheet that is incomplete, contains errors, or has unacceptable work listed.

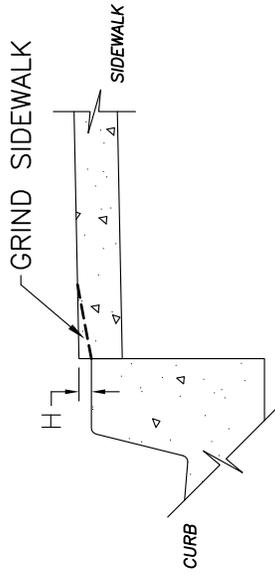
APPENDIX

CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM

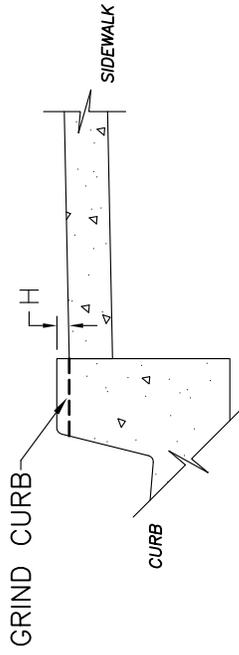
SIDEWALK DETAILS

(NO SCALE)

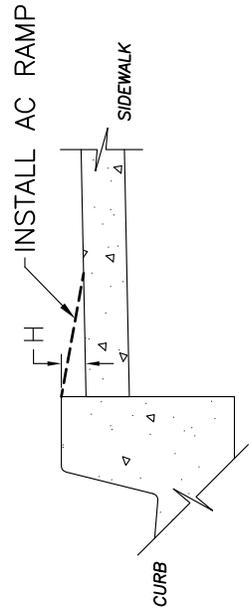
SIDEWALK ADJACENT TO CURB



$H > 3/8"$ = GRIND SIDEWALK

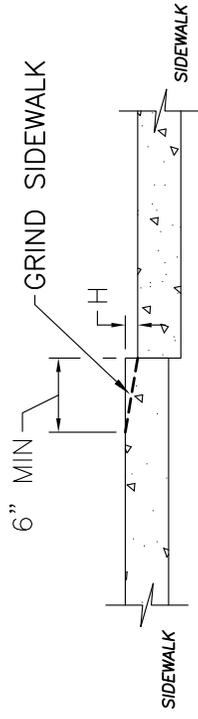


$3/8" < H < 3/4"$ = GRIND CURB

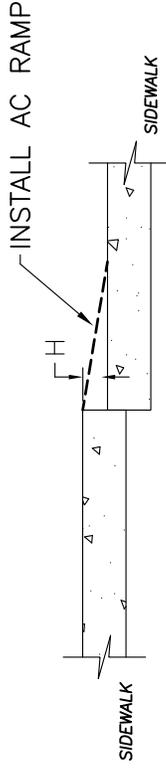


$H > 3/4"$ = RAMP SIDEWALK

DISPLACEMENT WITHIN SIDEWALK



$3/8" < H < 1-1/2"$ = GRIND SIDEWALK



$H > 1-1/2"$ = RAMP SIDEWALK

AC = ASPHALT CONCRETE

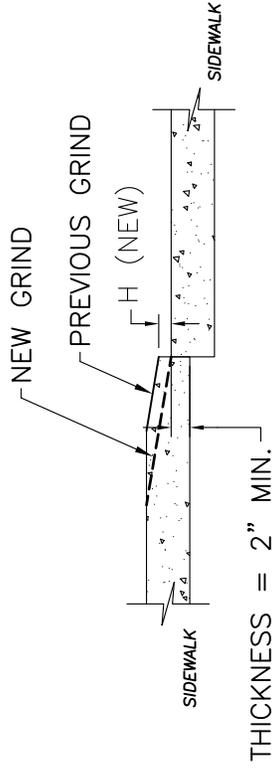


PUBLIC WORKS DEPARTMENT
ROBERT J. BESTE
DIRECTOR

CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM

"NEW DISPLACEMENT AT PREVIOUS GRIND"

(NO SCALE)



REGRIND THE NEW DISPLACEMENT WHERE THE NEW H IS BETWEEN 3/8" AND 1-1/2" ONLY IF THE THICKNESS OF THE REMAINING SIDEWALK WILL EXCEED 2". OTHERWISE INSTALL AN ASPHALT CONCRETE RAMP.

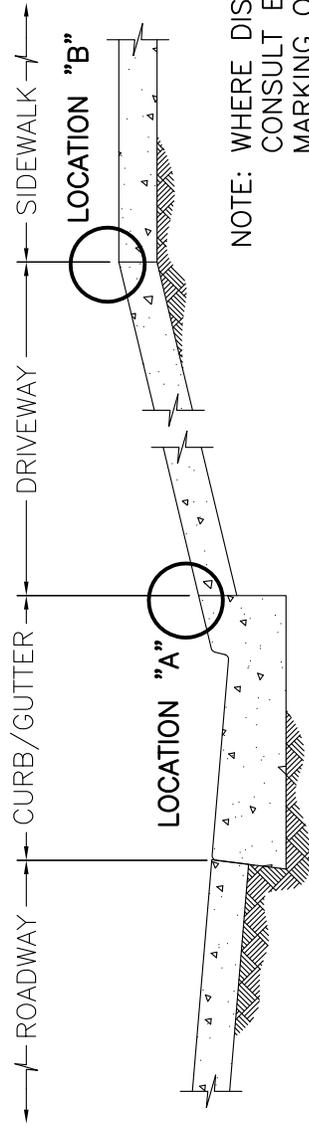


PUBLIC WORKS DEPARTMENT
ROBERT J. BESTE
DIRECTOR

CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM

DISPLACEMENTS AT A DRIVEWAY

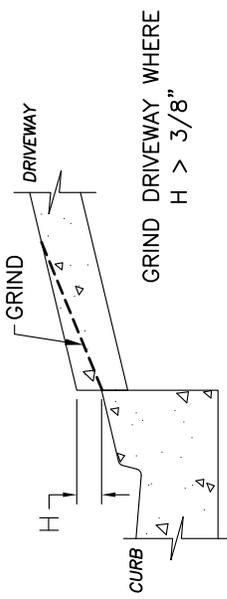
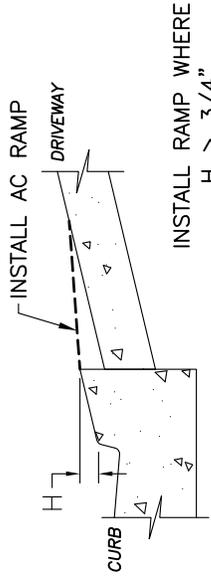
(NO SCALE)



NOTE: WHERE DISPLACEMENTS ARE LARGE, CONSULT ENGINEER BEFORE MARKING OR REPAIRING

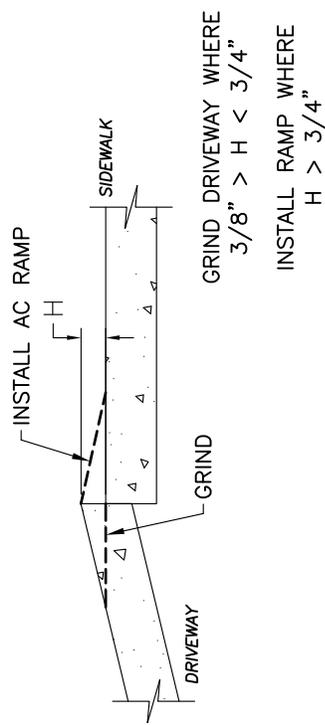
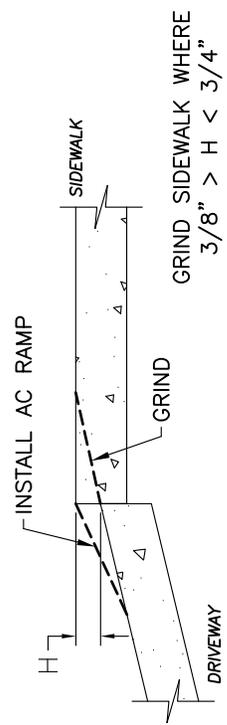
LOCATION "A"

DRIVEWAY ADJACENT TO CURB



LOCATION "B"

SIDEWALK ADJACENT TO DRIVEWAY



PUBLIC WORKS DEPARTMENT
ROBERT J. BESTE
DIRECTOR

