

**PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 (CDBG #601647-14)**

**B2015-26**



**Craig Bilezerian  
City Engineer**

**August 2015**

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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 3:00 p.m. on Wednesday, October 28, 2015**, after which time they will be publicly opened and read at 3:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF  
SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135  
(CDBG #601647-14)  
B2015-26**

Specifications are available on the City's website at <http://www.torranceca.gov/29017.htm>

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

**The official Bidder's Submittal packet must be obtained from the Office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, California. Contact the City Clerk's office at (310) 781-7530 or [CityClerk@TorranceCA.gov](mailto:CityClerk@TorranceCA.gov) for more information. There is no cost if the Bidder's Submittal is obtained at City Hall. A payment of \$5 is required if requested by mail.** The amount includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, address, telephone and fax numbers, a contact person and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal. **If a bidder submits its Bidder's Submittal on forms other than the official Bidder's Submittal forms, the City may declare the bid as non-responsive.**

A bound Specifications booklet may also be obtained at the same Office of the City Clerk, upon payment of \$15 if obtained at City Hall, or payment of \$20 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$15 or \$20 includes a copy of the official Bidder's Submittal packet. 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: B2015-26**

The Engineer's estimate for work in Bid Schedule A is between \$850,000 and \$920,000. The Engineer's estimate for work in Bid Schedule B is between \$540,000 and \$625,000. The Engineer's estimate for work in Bid Schedule C is between \$150,000 and \$170,000. All work shall be completed within 110 working days from the date of the Notice to Proceed (NTP).

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

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

The City has determined that a Class **A** or **C8** Contractor's license is necessary to bid this project, but reserves the right to accept another Class at the sole discretion of either the Public Works Director or City Engineer.

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

**THIS PROJECT IS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND FEDERAL TRANSPORTATION ADMINISTRATION (FTA) FUNDS AND IS SUBJECT TO ALL FEDERAL RULES AND REGULATIONS INCLUDED IN THESE CONTRACT DOCUMENTS.**

This is a Federally-assisted construction contract. Federal Labor Standards Provisions outlined in the enclosed HUD-1040 form, including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment. The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening and can be found on-line at <http://www.wdol.gov>. In the event of a conflict between Federal and State prevailing wage rates, the higher of the two will prevail. Please note that the federal wage decision is referenced in Section G, and may be updated via an addendum to the bid package prior to bid opening.

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 ("DIR"). 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>.

The Contractor is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law concerning the employment of apprentices by the contractor or any subcontractor under them.

Certified payrolls shall be submitted weekly by the contractor hired for this project.

This is a HUD Section 3 covered construction contract. The City will conduct a **mandatory** Section 3 Pre-Bid Meeting at **10:30 a.m. on Wednesday, October 14, 2015**, at the Torrance City Yard Training Room located at 20500 Madrona Avenue, Torrance, CA 90503 to explain the Section 3 bid preference and hiring goals.

A responsive bid and preference order for responsive bids will be determined based on submittal of the items below. To receive consideration for the Section 3 bid preference, a bidder must submit completed and signed forms with its bid proposal.

First Bid Preference

- 1A. Submits a responsive and “reasonable” bid; and
- 1B. Submits a Section 3 Business Certification form reporting the bidder **IS** a qualified Section 3 Business Concern; and
- 1C. Submits the Section 3 Resident Certification form to support the claim of a qualified Section 3 Business Concern.

**OR**

Second Bid Preference

- 2A. Submits a responsive and “reasonable” bid; and
- 2B. Submits a Section 3 Business Certification form reporting the bidder **IS NOT** a qualified Section 3 Business Concern; and
- 2C. Submits a written plan in the form of the Section 3 Economic Opportunity Plan to identify intent to achieve the employment, training and subcontracting opportunity goals; and
- 2D. Submits supporting documentation, prior to contract award, that demonstrates it has hired and/or subcontracted with qualified persons or businesses proposed in its written plan.

A bidder who submits no completed Section 3 Business Certification form and no supporting documents is not responsive to the Section 3 requirements of the Housing Development Act of 1968 (as amended), outlined above, and will receive no consideration for a bid preference.

A “reasonable” bid is within the Zone of Consideration (refer to the formula in the **Section 3 Bid Evaluation** form provided in the Appendices of the project Specifications).

If no bidders are responsive to the Section 3 bid preference opportunity, the contract may still be awarded to the lowest, responsive, responsible bidder, in accordance with the City of Torrance’s policies and procedures, the City of Torrance Ordinance Section 22.1.4, all of which are consistent with the California Public Contract Code. However, the minimum requirement of Section 3 (30% of aggregate new hires must be income qualified) applies. A contractor also must sign a Section 3 Commitment form and document all efforts made during construction to hire low-income residents within the project area that would fill employment opportunities created during construction.

This project is also utilizing Federal Transit Administration (FTA) Section 5307 grant funds. Therefore, all federal requirements pertaining to this project such as Buy America, Anti-Lobbying, the Brooks Act, Debarment and the Disadvantaged Business Enterprise (DBE) are enforced. For more information about these federal regulations, please see the Mandatory FTA Clauses section of this document.

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

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

**This contract is subject to compliance monitoring and enforcement by the DIR. Because this project has a bid opening date of March 1, 2015 or later, any contractor and any subcontractor must register with the DIR in order to submit a bid and be awarded a contract. Also refer to Special Provisions Section 7-2.6 of this document. (SB854)**

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

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

For further information, please contact Steve Finton, Engineering Manager in the Public Works Department at (310) 618-6260 or via the main office at (310) 781-6900.

**SECTION B**

**INSTRUCTIONS TO BIDDERS**

## CITY OF TORRANCE, CALIFORNIA

### INSTRUCTIONS TO BIDDERS

#### A. QUALIFICATION OF BIDDERS

##### 1. Competency of Bidders

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

##### 2. Contractor's License

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

##### 3. Contractor Registration Requirements

SB 854 amended the Labor Code to require all contractors bidding on public work to register with the Department of Industrial Relations (DIR) and to pay an annual fee. The registration requires contractors to provide the State with evidence of the contractors' compliance with a number of statutory requirements. The registration requirement took effect on July 1, 2014.

##### 4. Bidder's Submittal and Contract Award Prohibited

Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015. Similarly, a public entity cannot award a public work contract to a non-registered contractor, effective April 1, 2015. Also refer to Section 7-2.6 of the Special Provisions.

#### B. BIDDER RESPONSIBILITY

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

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

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Public Works Director proposes not to recommend the award of contract to the

apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2<sup>nd</sup> lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bidder's Submittal forms provided by the City Clerk. All Bid Documents listed below must be completed, executed and submitted with the Bid by the Bidder. Required Bidder's Submittal Documents are:

- 1) Bidder's Submittal
- 2) Addenda Acknowledgment Of Addenda Received
- 3) Contractor's Affidavit
- 4) List of Subcontractors
- 5) References (2 pages)
- 6) Violations of Federal or State Law
- 7) Bid Bond (10%)
- 8) Notice to Bidders - CDBG Requirements
- 9) Equal Employment Opportunity Certification
- 10) Noncollusion Affidavit
- 11) Debarment and Suspension Certification
- 12) Nonlobbying Certification for Federal-Aid Contracts
- 13) Disclosure of Lobbying Activities
- 14) Compliance Documents required for CDBG-funded Construction projects

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

The City requires that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in public works projects. A bidder is required to submit a **DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM** for each subcontractor and supplier, whether DBE or not, contacted during preparation of the Bid. Please refer to page C-73 in Section C for additional information.

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 City Clerk. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required Bidder's submittal 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.

No less than 2 weeks prior to the anticipated City Council meeting awarding a contract as a result of the Notice Inviting Bids, the City will notify all of the vendors that submitted a bid of the intention to award.

City of Torrance Bid/RFP Protest Procedures: The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance website:

[http://www.torranceca.gov/PDF/Bid\\_RFP\\_Protest\\_Procedures.pdf](http://www.torranceca.gov/PDF/Bid_RFP_Protest_Procedures.pdf)

## 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. Any and all questions must be emailed to Steve Finton, Engineering Manager at [sfinton@torranceca.gov](mailto:sfinton@torranceca.gov) Please list "**SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY PROJECT RFI**" in the subject line of the email.

All questions must be received no later than 1:00 p.m. on the Wednesday 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 Steve Finton directly at (310) 618-6260.

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

*This Document Not for Bidding Purposes.  
Bidders Must Secure Official Bid Documents  
From City Clerk.*

**BIDDER'S SUBMITTAL**

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY  
(CDBG # 601647-14)  
B2015-26**

Company: \_\_\_\_\_

**This Bid requires a Bidder to separately list its Total Bid price for each of the 3 potential options listed below.** The Bidder must list its Total Bid price in numbers for each option. If a Bidder fails to list its Total Bid price for any one option, the Bidder would be considered non-responsive for that option only.

The City will determine the lowest responsive bidder for each of the options. For the purpose of awarding the contract, the City will select one of the options only and subsequently recommend award to the Bidder who is determined the lowest responsive, responsible bidder for the City's selected option.

In the event a Bidder does not correctly list its Total Bid pricing on this page, the City will determine the correct Total Bid pricing from the individual bid schedules included herein.

Options (list Total Bid in numbers)

1. Total Bid for Bid Schedule A: \$ \_\_\_\_\_
2. Total Bid for Bid Schedule A + Bid Schedule B: \$ \_\_\_\_\_
3. Total Bid for Bid Schedule A + Bid Schedule B + Bid Schedule C: \$ \_\_\_\_\_

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**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY  
(CDBG # 601647-14)  
B2015-26**

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 A (AREA 1 AND AREA 2)**

**CDBG funds will pay for all Bid Items below EXCEPT for #12, 13, 15, 16, 18, 19, 20, 21 & 22**

Item No.	Estimated Qty	Unit of Measure	Bid Item Description	Spec Section	Unit Price	Total Bid
1	35	EA	SURVEY MONUMENTS	2-9.1	\$	
2	1	LS	CONSTRUCTION SURVEY	2-9.2	\$	
3	1	LS	TRAFFIC CONTROL	601-3	\$	
4	1	LS	SWPPP AND NPDES COMPLIANCE	7-8.6.2 7-8.6.3	\$	
5	1	LS	MOBILIZATION	9-3.4	\$	
6	65	EA	TREE REMOVAL AND DISPOSAL	300-1.4	\$	
7	250	LF	INSTALL TYPE "A" JOINT SEALANT (GRAY)	303-1.8.7(b)	\$	
8	28,000	SF	REMOVE EXISTING SIDEWALK AND SUBGRADE AND CONSTRUCT 3.5" THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF CURB ACCESS RAMP.	303-5.9	\$	
9	804	LF	REMOVE CONCRETE CURB & GUTTER OUTSIDE LIMITS OF CURB ACCESS RAMP and CONSTRUCT PCC CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A2-150(6) OR A2-200(8)] OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE AC PAVEMENT. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH.	303-5.9	\$	

This Document Not for Bidding Purposes.  
Bidders Must Secure Official Bid Documents  
From City Clerk.

Item #	Estimated Qty	Unit of Measure	Description	Spec. Section	Unit Price	Total Bid
10	6,650	SF	REMOVE EXISTING DRIVEWAY AND CONSTRUCT 6" THICK PCC DRIVEWAY OVER 8" CMB INCLUDING RESTORATION OF 1-FOOT WIDE AC PAVEMENT.	303-5.9	\$	
11	6	EA	REMOVE EXISTING CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK AND SUBGRADE. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB AND 4" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING DETECTABLE WARNING SURFACE AND RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB & GUTTER .	303-5.9	\$	
12	1,500	SF	REMOVE AND DISPOSE EXISTING CONCRETE SPANDREL AND RECONSTRUCT PER SPPWC STD. 122-2 OVER 8" CMB, INCLUDING RESTORATION OF 2-FOOT WIDE AC PAVEMENT.	303-5.9	\$	
13	65	EA	FURNISH AND INSTALL PARKWAY TREE (15 GALLON)	801-4	\$	
14	160	EA	TREE ROOT PRUNING	801-4	\$	
15	1	LS	RESTORE LANDSCAPING AND IRRIGATION	7-9	\$	
16	1	LS	PLANT ESTABLISHMENT AND MAINTENANCE PERIOD (6 MONTHS)	308-6.1	\$	
17	20	EA	REMOVE AND REPLACE UTILITY BOXES AND COVERS AND ADJUST TO GRADE	800-2.2.7	\$	
18	300	SF	PATCH CONCRETE SIDEWALK, DRIVEWAY, AND CURB & GUTTER	303-5.9	\$	
19	1	LS	RESTORATION OF BRICKS, PAVERS, CONCRETE BLOCKS, SYNTHETIC TURF WITHIN WORK AREA	7-9	\$	
20	1	LS	CURB RE-PAINTING & CURB ADDRESS RE-STENCILING WITHIN WORK AREA	303-5.9	\$	

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21	1	LS	MISCELLANEOUS REMOVALS AND RELOCATIONS	300-1.3.2	\$	\$10,000
22	1,000	CY	REMOVE AND DISPOSE OF UNCLASSIFIED MATERIAL AND INSTALL CMB AS DIRECTED BY ENGINEER	300-2.2.1	\$	

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

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

PRICES SHOWN ABOVE SHALL INCLUDE THE AMOUNTS ONLY FROM BID SCHEDULE A.

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

B2015-26

### BID SCHEDULE B (AREA 3)

(CDBG funds will pay for all Bid Items below EXCEPT for Item #12, 13, 15, 16, 18, 19 & 20)

Item No.	Estimated Qty	Unit of Measure	Bid Item Description	Spec Section	Unit Price	Total Bid
1	25	EA	SURVEY MONUMENTS	2-9.1	\$	
2	1	LS	CONSTRUCTION SURVEY	2-9.2	\$	
3	1	LS	TRAFFIC CONTROL	601-3	\$	
4	1	LS	SWPPP AND NPDES COMPLIANCE	7-8.6.2 7-8.6.3	\$	
5		LS	MOBILIZATION	9-3.4	\$	
6	129	EA	TREE REMOVAL AND DISPOSAL	300-1.4	\$	
7	200	LF	INSTALL TYPE "A" JOINT SEALANT (GRAY)	303-1.8.7(b)	\$	
8	21,800	SF	REMOVE EXISTING SIDEWALK AND SUBGRADE AND CONSTRUCT 3.5" THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF CURB ACCESS RAMP.	303-5.9	\$	
9	1,500	LF	REMOVE CONCRETE CURB & GUTTER OUTSIDE LIMITS OF CURB ACCESS RAMP and CONSTRUCT PCC CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A2-150(6) OR A2-200(8)] OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE AC PAVEMENT. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH.	303-5.9	\$	
10	2,700	SF	REMOVE EXISTING DRIVEWAY AND CONSTRUCT 6" THICK PCC DRIVEWAY OVER 8" CMB INCLUDING RESTORATION OF 1-FOOT WIDE AC PAVEMENT.	303-5.9	\$	

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Bidders Must Secure Official Bid Documents  
From City Clerk.

11	3	EA	REMOVE EXISTING CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK AND SUBGRADE. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB AND 4" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING DETECTABLE WARNING SURFACE AND RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB & GUTTER.	303-5.9	\$	
12	-	-	(NOT USED)	-	\$	
13	130	EA	FURNISH AND INSTALL PARKWAY TREE (15 GALLON)	801-4	\$	
14	215	EA	TREE ROOT PRUNING	801-4	\$	
15	1	LS	RESTORE LANDSCAPING AND IRRIGATION	7-9	\$	
16	1	LS	PLANT ESTABLISHMENT AND MAINTENANCE PERIOD (6 MONTHS)	308-6.1	\$	
17	15	EA	REMOVE AND REPLACE UTILITY BOXES AND COVERS AND ADJUST TO GRADE	800-2.2.7	\$	
18	200	SF	PATCH CONCRETE SIDEWALK, DRIVEWAY, AND CURB & GUTTER	303-5.9	\$	
19	1	LS	RESTORATION OF BRICKS, PAVERS, CONCRETE BLOCKS, SYNTHETIC TURF WITHIN WORK AREA	7-9	\$	
20	1	LS	CURB RE-PAINTING AND CURB ADDRESS RE-STENCILING WITHIN WORK AREA	303-5.9	\$	

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

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

PRICES SHOWN ABOVE SHALL INCLUDE THE AMOUNTS ONLY FROM BID SCHEDULE B.

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

B2015-26

## BID SCHEDULE C

**Bus Stop Modifications (NOTE: FTA funded only. No CDBG funds)**

Item No.	Estimated Qty	Unit of Measure	Bid Item Description	Spec Section	Unit Price	Total Bid
1	1	LS	TRAFFIC CONTROL	601-3	\$	
2	7,700	SF	REMOVE ANY EXISTING PAVEMENT AND SUBGRADE AND CONSTRUCT 3.5" THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF ANY CURB ACCESS RAMP.	303-5.9	\$	
3	1	LS	SWPPP AND NPDES COMPLIANCE	2-9.1	\$	
4	1	LS	MOBILIZATION	9-3.4	\$	
5	1	EA	REMOVE EXISTING CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK AND SUBGRADE. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER SPPWC STD. 120-2 [TYPE: A1-150(6); A1-200(8); A2-150(6) OR A2-200(8)] OVER 8" CMB AND 4" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING DETECTABLE WARNING SURFACE AND RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB & GUTTER.	303-5.9	\$	
6	1	LS	RESTORE LANDSCAPING AND IRRIGATION	7-9	\$	
7	8	EA	REMOVE AND REPLACE WATER METER UTILITY COVERS AND ADJUST TO GRADE	800-2.2.7	\$	
8	14	EA	RELOCATE STREET FURNITURES	7-9	\$	

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

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

**PRICES SHOWN ABOVE SHALL INCLUDE THE AMOUNTS ONLY FROM BID SCHEDULE C.**

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

**B2015-26**

This Document Not for Bidding Purposes.  
 Bidders Must Secure Official Bid Documents  
 From City Clerk.

**BIDDER'S SUBMITTAL (Continued) B2015-26**

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: \_\_\_\_\_

*This Document Not for Bidding Purposes  
Bidders Must Secure Official Bid Documents  
From City Clerk.*

**ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2015-26**

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

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

**CONTRACTOR'S AFFIDAVIT**

STATE OF CALIFORNIA     }  
  }  
COUNTY OF \_\_\_\_\_}

**B2015-26**

\_\_\_\_\_, being first duly sworn, deposes and says:

1. That he is the

\_\_\_\_\_  
Title

of \_\_\_\_\_  
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 (CDBG #601647-14), B2015-26;

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

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

**B2015-26**

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

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

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

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

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

## LIST OF SUBCONTRACTORS: B2015-26

The Bidder is required to fill in the following blanks in accordance with the provisions of the California Public Contract Code Sections 4100-4114, CHAPTER 4. SUBLETTING AND SUBCONTRACTING. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

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

The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest, or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening – provided that the corrected license number corresponds to the submitted name and location of the subcontractor.

**REFERENCES (Page 1 of 2)**  
**B2015-26**

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

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

**REFERENCES (PAGE 2 OF 2)**  
**B2015-26**

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: \_\_\_\_\_ Class: \_\_\_\_\_

a. Date first obtained: \_\_\_\_\_ Expiration: \_\_\_\_\_

b. Has License ever been suspended or revoked? \_\_\_\_\_

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? \_\_\_\_\_

If yes, describe claims: \_\_\_\_\_

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

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

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS  
B2015-26**

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

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

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**BID BOND (10%)  
B2015-26**

**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. B2015-26, said work being: the SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I -135 (CDBG #601647-14), 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.: \_\_\_\_\_

## NOTICE TO BIDDERS

### COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMPLIANCE DOCUMENTS FOR CONSTRUCTION CONTRACTS of \$100,000 or more

A Bidder is required to familiarize itself with the information provided on the following pages. Failure to comply with and/or meet the requirements may result in a bid being determined incomplete or non-responsive.

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

- 1: County Lobbying Certification (C-24)
- 2: Report of Additional Classification and Rate (C-26)
- 3: Contractor's List of Proposed Subcontractors (C-27)
- 4: Worker's Compensation Certification (C-28)
- 5: Non-Segregated Facilities Certification C-29)
- 6: Past Performance Certification (C-30)
- 7: Notice of Equal Employment Opportunity Commitment (C-32)
- 8: Non-Collusion Affidavit (C-42)
- 9: Federal Lobbyist Certification (C-43)
- 10: Section 3 Business Certification C-47)
- 11: Section 3 Resident Certification (C-48)
- 12: Section 3 Economic Opportunity Plan (C-58)
- 13: Section 3 Economic Opportunity Report (C-59)
- 14: Notice of Section 3 Commitment (C-61)

**CONFLICT OF INTEREST:**

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

**FEDERAL EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION REQUIREMENTS:**

Construction contracts of \$100,000 or more require all bidders to commit to providing equal employment, training and contracting opportunities without discrimination.

**SECTION 3**

Bidders must commit to provide employment, training and contracting opportunities to qualified Section 3 Business Concerns or low-income Residents within the contract area in order to be considered a Section 3 Responsive Bidder. See Section 3 Clause.

**CONTRACTOR'S DUTY TO PAY PREVAILING WAGES:**

In addition to California Labor Code Section 1770 et seq., federally assisted construction contracts of \$2,000 or more require compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

This construction project is being funded in whole or in part with U.S. Department of Housing & Urban Development (HUD) Federal Community Development Block Grant (CDBG) funds. Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage requirement, the higher of the two will prevail.

Workers must be paid each week, no less than the hourly wage rate plus the hourly fringe benefit listed in the Federal Wage Decision. Work classifications reported on weekly payroll reports must conform to the appropriate work classification listed on the Federal Wage Decision in effect 10 days prior to opening of this bid.

**COMPETITIVE BID CONTRACTS:**

The Prime Contractor must ensure that each sub-contractor and lower-tier contractor receives a copy of the Federal Wage Decision and the Federal Labor Standards Provisions (HUD-4010 form). Each contractor, sub-contractor and lower-tier contractor is responsible for reviewing the Wage Decision in advance to insure each work classification to be used is listed on the Wage Decision. Work Classifications or Wage Rates paid to workers for any work performed on this project that do not conform to the work classifications or wage rates listed in the Federal Wage Decision MUST BE APPROVED IN ADVANCE BY HUD.

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## County Lobbyist Certification

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

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Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the City of Torrance, as the local contracting agency (LCA), and to the Community Development Commission, County of Los Angeles;

- 1) It is understood that each person, entity, or firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person, entity, or firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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This certification is material representation of facts upon which reliance was placed when this transaction was made or entered into.

Authorized Official:

\_\_\_\_\_  
*(Print Name of Contractor's Authorized Representative)*

\_\_\_\_\_  
*(Signature of Contractor's Authorized Representative)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Date)*

**CONTRACTING WITH SMALL BUSINESS  
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE  
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
  - a. Including qualified Small Business and Minority Firms on solicitation lists.
  - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
  - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A <small>OMB Approval Number 2501-0011 (Exp. 01/31/2010)</small>						
1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER							
	3. LOCATION OF PROJECT (City, County and State)							
4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway							
6. WAGE DECISION NO. (Include modification number, if any)  <input type="checkbox"/> COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE						
8. WORK CLASSIFICATION(S)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 50%; text-align: center; padding: 2px;">BASIC WAGE</th> <th style="width: 50%; text-align: center; padding: 2px;">FRINGE BENEFIT(S) (If any)</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>		HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (If any)		
HOURLY WAGE RATES								
BASIC WAGE	FRINGE BENEFIT(S) (If any)							
9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)							
<p><b>Check All That Apply:</b></p> <p><input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.</p> <p><input type="checkbox"/> The proposed classification is utilized in the area by the construction industry.</p> <p><input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.</p> <p><input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).</p> <p><input type="checkbox"/> Supporting documentation attached, including applicable wage decision.</p> <p><b>Check One:</b></p> <p><input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested.</p> <p><input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.</p>								
<p style="text-align: center;">_____  <b>Agency Representative</b>  <i>(Typed name and signature)</i></p> <p style="text-align: center;">_____  <i>Date</i></p> <p style="text-align: center;">_____  <i>Phone Number</i></p>		<p><b>FOR HUD USE ONLY</b>  <b>LR2000:</b></p> <p><b>Log in:</b></p> <p><b>Log out:</b></p>						

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

## CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

PROJECT NAME \_\_\_\_\_

AWARDING AGENCY \_\_\_\_\_

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

Project Number: \_\_\_\_\_

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Date \_\_\_\_\_

Company Name \_\_\_\_\_

# WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's 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.

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**NON-SEGREGATED FACILITIES CERTIFICATION**  
**FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

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

**CERTIFICATION**  
**WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR**  
**SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND**  
**THE FILING OF REQUIRED REPORTS**

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

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_ Contract Award: \$ \_\_\_\_\_

Awarding Agency: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Total Number of Employees \_\_\_\_\_

Affiliate Company: \_\_\_\_\_

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

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

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

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

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
  - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
  - b. Serve as a depository of Government funds in any amount, or
  - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

## FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY** (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

	Goals for Minority Participation for	Goals for Female Participation in
<u>Timetables</u>	<u>Each Trade</u>	<u>Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the

goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
  - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
  - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
  - (4) Minority includes:
    - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
    - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

or South American or other Spanish culture or origin, regardless of race);

- (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs

office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for

referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1)

through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the

Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
  - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
  - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
  - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
  - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
  - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
  7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.
  9. Copeland "Anti-Kickback" Act (47 USC 276(c) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions. Permissible deductions include taxes, deductions the worker authorizes in writing, and deductions required by court processes. The Act also requires contractors to submit payroll records weekly along with Statements of Compliance to the contracting agency. The Copeland Act applies to all contracts covered by Davis-Bacon.
  10. **Contract Work Hours and Safety Standards Act - CWHSSA (40 USC 327 - 333)** requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage for any time worked after 40 hours in one week. This provision applies to all construction contracts using State CDBG funds.

# EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

\_\_\_\_\_

(Name of Labor Union, Workers Representative, etc.)

\_\_\_\_\_

(Address)

Name of Business (Contractor): \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

The Undersigned currently holds a contract with \_\_\_\_\_, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

\_\_\_\_\_

(Print Name)

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

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Title)

## Non-Collusion Affidavit

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*State of California Compliance Form §7106.  
Any public works contract of a public entity shall  
sign the following declaration with submitted bid.*

State of ( California )

County of \_\_\_\_\_ ) ss.

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

## FEDERAL LOBBYIST CERTIFICATION

Name of Firm: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: (     ) \_\_\_\_\_

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Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
  
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this  
Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
  
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

\_\_\_\_\_  
(Contractor/Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

## COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish to* the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act**, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control **Act, as amended, (33 USC 1318) relating to** inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

## SECTION 3 CLAUSE

(All Section 3 covered contracts shall include the Section 3 Clause)

### Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

A **Section 3 Responsive bidder** is a bidder that submits a *Section 3 Business Certification* form with the bid, and

1. Qualifies as a Section 3 Business concern because the business
  - Is 51% owned by low-income residents, or
  - 30% or more of its permanent full-time employees are low-income residents, and
  - Provides the *Section 3 Resident Certification form(s)* for each qualified employee.

- OR -

2. Makes a written commitment by submitting a Section 3 Economic Opportunity Plan with their bid indicating that the bidder will:
  - Hire at least 30% aggregate new-hires that are qualified low-income residents, and
  - Provide the *Section 3 Resident Certification form(s)* for each Section 3 new-hire, or
  - Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and
  - Ensure that the Business Concern(s) provide *Section 3 Resident Certification form(s)* for each qualified employee.

**NOTE:** If the contract is awarded based upon the written commitment, the contractor will be responsible to document all efforts made to recruit Section 3 resident new-hires. Additionally, the recipient of a Section 3 contract who commits to the Section 3 goal is required to submit a *Section 3 Summary Report* by July 1 and/or with their final Certified Payroll Report submission.

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (*Economic Opportunity Plan*).

A **Section 3 Non-responsive bidder** is a bidder that:

- ▶ Fails to provide a *Section 3 Business Certification* form documenting Section 3 qualifications with a bid response, or
- ▶ Fails to provide a *Section 3 Business Certification* form and an *Economic Opportunity Plan* with a bid response.

However, if the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the *Zone of Consideration*), as defined below, the construction contract shall be awarded to the lowest bid from any responsive and responsible bidder.

A **REASONABLE bid** is a bid that is not more than the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of bid received from any responsible bidder, **PLUS**
2. The **"X" FACTOR**, which is the lesser of:
  - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
  - b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

### ZONE OF CONSIDERATION

If the Lowest Bid is		The "X" FACTOR is the Lesser than	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

## SECTION 3 BUSINESS CERTIFICATION FORM

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contract/Bid Amount: \$ \_\_\_\_\_

**1.** The above mentioned business firm is a Section 3 business concern based on the following qualifications:

- 51-percent owned by Section 3 Residents**  
(Submit Resident Certifications with this business certification form)
  
- At least 30-percent Permanent, full-time employees are Section 3 Residents**  
Total Number of all full-time employees \_\_\_\_\_ , Number of Section 3 qualified Employees \_\_\_\_\_  
(Submit the Resident Certification form(s) with this Business Certification form)

**2.** The above mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:

- Written Commitment** (Section 3 Economic Opportunity Plan), outline intentions to:  
Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or  
Subcontract 25-percent or more of the contract amount to Section 3 qualified business concerns.

**THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

\_\_\_\_\_  
**Signature of Owner/Principal**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Business Name**

\_\_\_\_\_  
**License Number**

To Be Completed by Local Contracting Agency
Preference Category: <input type="checkbox"/> Targeted Service Area <input type="checkbox"/> Youthbuild <input type="checkbox"/> Other - Census Tract Number: _____

## Section 3 Resident Certification Employee Residing in Los Angeles County

**Note:** *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a written commitment. It may also be used for the purposes of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

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NAME

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ADDRESS

**I hereby certify that I am a Section 3 resident; based on the following qualification(s):**

1.  I am a Public Housing Resident:

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NAME OF PUBLIC HOUSING SITE

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ADDRESS OF PUBLIC HOUSING SITE

2.  I am a low-income resident of the metropolitan area and:

### 2015 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:			
1 <input type="checkbox"/>	\$17,450 or Less <input type="checkbox"/>	\$17,451 to \$29,050 <input type="checkbox"/>	\$29,051 to \$46,499 <input type="checkbox"/>	\$46,500 or more <input type="checkbox"/>
2 <input type="checkbox"/>	\$19,950 or Less <input type="checkbox"/>	\$19,951 to \$33,199 <input type="checkbox"/>	\$33,200 to \$53,149 <input type="checkbox"/>	\$53,150 or more <input type="checkbox"/>
3 <input type="checkbox"/>	\$22,450 or Less <input type="checkbox"/>	\$22,451 to \$37,349 <input type="checkbox"/>	\$37,350 to \$59,799 <input type="checkbox"/>	\$59,800 or more <input type="checkbox"/>
4 <input type="checkbox"/>	\$24,900 or Less <input type="checkbox"/>	\$24,901 to \$41,499 <input type="checkbox"/>	\$41,500 to \$66,399 <input type="checkbox"/>	\$66,400 or more <input type="checkbox"/>
5 <input type="checkbox"/>	\$28,410 or Less <input type="checkbox"/>	\$28,411 to \$44,849 <input type="checkbox"/>	\$44,850 to \$71,749 <input type="checkbox"/>	\$71,750 or more <input type="checkbox"/>
6 <input type="checkbox"/>	\$32,570 or Less <input type="checkbox"/>	\$32,571 to \$48,149 <input type="checkbox"/>	\$48,150 to \$77,049 <input type="checkbox"/>	\$77,050 or more <input type="checkbox"/>
7 <input type="checkbox"/>	\$36,730 or Less <input type="checkbox"/>	\$36,731 to \$51,499 <input type="checkbox"/>	\$51,500 to \$82,349 <input type="checkbox"/>	\$82,350 or more <input type="checkbox"/>
8 <input type="checkbox"/>	\$40,890 or Less <input type="checkbox"/>	\$40,891 to \$54,799 <input type="checkbox"/>	\$54,800 to \$87,649 <input type="checkbox"/>	\$87,650 or more <input type="checkbox"/>

*According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.*

**Under the penalty of perjury, I certify that the above information is true and correct.**

EMPLOYEE SIGNATURE

DATE

**To be Completed by Employer:**

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The above-named person was hired previous to this certification on: \_\_\_\_\_

The above-named person is a new hire as of: \_\_\_\_\_

The above-named person's Work Classification is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Employer Name/Signature: \_\_\_\_\_

**To Be Completed by Local Contracting Agency**

**Preference Category:**     Targeted Service Area     Youthbuild     McKinney Homeless     Other Section  
3

## Section 3 Resident Certification Employee Residing in Orange County

**Note:** *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a subcontracting written commitment only. This form **MAY NOT** be used for the purpose of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

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NAME

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ADDRESS

**I hereby certify that I am a Section 3 resident; based on the following qualification(s):**

1.  I am a Public Housing Resident:

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NAME OF PUBLIC HOUSING SITE

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ADDRESS OF PUBLIC HOUSING SITE

2.  I am a low-income resident of the metropolitan area and:

### 2015 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:			
1 <input type="checkbox"/>	\$19,700 or Less <input type="checkbox"/>	\$19,701 to \$32,799 <input type="checkbox"/>	\$32,800 to \$52,499 <input type="checkbox"/>	\$52,500 or more <input type="checkbox"/>
2 <input type="checkbox"/>	\$22,500 or Less <input type="checkbox"/>	\$22,499 to \$37,499 <input type="checkbox"/>	\$37,500 to \$59,999 <input type="checkbox"/>	\$60,000 or more <input type="checkbox"/>
3 <input type="checkbox"/>	\$25,300 or Less <input type="checkbox"/>	\$25,301 to \$42,199 <input type="checkbox"/>	\$42,200 to \$67,499 <input type="checkbox"/>	\$67,500 or more <input type="checkbox"/>
4 <input type="checkbox"/>	\$28,100 or Less <input type="checkbox"/>	\$28,101 to \$46,849 <input type="checkbox"/>	\$46,850 to \$74,949 <input type="checkbox"/>	\$74,950 or more <input type="checkbox"/>
5 <input type="checkbox"/>	\$30,350 or Less <input type="checkbox"/>	\$30,351 to \$50,600 <input type="checkbox"/>	\$50,601 to \$80,949 <input type="checkbox"/>	\$80,950 or more <input type="checkbox"/>
6 <input type="checkbox"/>	\$32,600 or Less <input type="checkbox"/>	\$32,601 to \$54,349 <input type="checkbox"/>	\$54,350 to \$86,949 <input type="checkbox"/>	\$86,950 or more <input type="checkbox"/>
7 <input type="checkbox"/>	\$36,730 or Less <input type="checkbox"/>	\$36,731 to \$58,099 <input type="checkbox"/>	\$58,100 to \$92,949 <input type="checkbox"/>	\$92,950 or more <input type="checkbox"/>
8 <input type="checkbox"/>	\$40,890 or Less <input type="checkbox"/>	\$40,891 to \$61,849 <input type="checkbox"/>	\$61,850 to \$98,949 <input type="checkbox"/>	\$98,950 or more <input type="checkbox"/>

*According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.*

**Under the penalty of perjury, I certify that the above information is true and correct.**

EMPLOYEE SIGNATURE

DATE

**To be Completed by Employer:**

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The above-named person was hired previous to this certification on: \_\_\_\_\_

The above-named person is a new hire as of: \_\_\_\_\_

The above-named person's Work Classification is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Employer Name/Signature: \_\_\_\_\_

**To Be Completed by Local Contracting Agency**

**Preference Category:**     Targeted Service Area     Youthbuild     McKinney Homeless     Other Section  
3

## Section 3 Resident Certification Employee Residing in San Bernardino County / Riverside County

**Note:** *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a subcontracting written commitment only. This form **MAY NOT** be used for the purpose of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

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NAME

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ADDRESS

**I hereby certify that I am a Section 3 resident; based on the following qualification(s):**

1.  I am a Public Housing Resident:

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NAME OF PUBLIC HOUSING SITE

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ADDRESS OF PUBLIC HOUSING SITE

2.  I am a low-income resident of the metropolitan area and:

### 2015 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:			
1 <input type="checkbox"/>	\$13,100 or Less <input type="checkbox"/>	\$13,101 to \$21,749 <input type="checkbox"/>	\$21,750 to \$34,799 <input type="checkbox"/>	\$34,800 or more <input type="checkbox"/>
2 <input type="checkbox"/>	\$15,930 or Less <input type="checkbox"/>	\$15,931 to \$24,849 <input type="checkbox"/>	\$24,850 to \$39,799 <input type="checkbox"/>	\$39,800 or more <input type="checkbox"/>
3 <input type="checkbox"/>	\$20,090 or Less <input type="checkbox"/>	\$20,091 to \$27,949 <input type="checkbox"/>	\$27,950 to \$44,749 <input type="checkbox"/>	\$44,750 or more <input type="checkbox"/>
4 <input type="checkbox"/>	\$24,250 or Less <input type="checkbox"/>	\$24,251 to \$31,049 <input type="checkbox"/>	\$31,050 to \$49,699 <input type="checkbox"/>	\$49,700 or more <input type="checkbox"/>
5 <input type="checkbox"/>	\$28,410 or Less <input type="checkbox"/>	\$28,411 to \$33,549 <input type="checkbox"/>	\$33,550 to \$53,699 <input type="checkbox"/>	\$53,700 or more <input type="checkbox"/>
6 <input type="checkbox"/>	\$32,570 or Less <input type="checkbox"/>	\$32,571 to \$36,049 <input type="checkbox"/>	\$36,050 to \$57,699 <input type="checkbox"/>	\$57,700 or more <input type="checkbox"/>
7 <input type="checkbox"/>	\$36,730 or Less <input type="checkbox"/>	\$36,731 to \$38,549 <input type="checkbox"/>	\$38,550 to \$61,649 <input type="checkbox"/>	\$61,650 or more <input type="checkbox"/>
8 <input type="checkbox"/>	\$40,890 or Less <input type="checkbox"/>	\$40,891 to \$40,999 <input type="checkbox"/>	\$41,000 to \$65,649 <input type="checkbox"/>	\$65,650 or more <input type="checkbox"/>

*According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.*

**Under the penalty of perjury, I certify that the above information is true and correct.**

EMPLOYEE SIGNATURE

DATE

**To be Completed by Employer:**

---

The above-named person was hired previous to this certification on: \_\_\_\_\_

The above-named person is a new hire as of: \_\_\_\_\_

The above-named person's Work Classification is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Employer Name/Signature: \_\_\_\_\_

**To Be Completed by Local Contracting Agency**

**Preference Category:**     Targeted Service Area     Youthbuild     McKinney Homeless     Other Section  
3

## Section 3 Resident Certification Employee Residing in San Diego County

**Note:** *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a subcontracting written commitment only. This form **MAY NOT** be used for the purpose of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

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NAME

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ADDRESS

**I hereby certify that I am a Section 3 resident; based on the following qualification(s):**

1.  I am a Public Housing Resident:

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NAME OF PUBLIC HOUSING SITE

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ADDRESS OF PUBLIC HOUSING SITE

2.  I am a low-income resident of the metropolitan area and:

### 2015 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:			
1 <input type="checkbox"/>	\$17,050 or Less <input type="checkbox"/>	\$17,051 to \$28,349 <input type="checkbox"/>	\$28,350 to \$45,399 <input type="checkbox"/>	\$45,400 or more <input type="checkbox"/>
2 <input type="checkbox"/>	\$19,450 or Less <input type="checkbox"/>	\$19,451 to \$32,399 <input type="checkbox"/>	\$32,400 to \$51,849 <input type="checkbox"/>	\$51,850 or more <input type="checkbox"/>
3 <input type="checkbox"/>	\$21,900 or Less <input type="checkbox"/>	\$21,901 to \$36,449 <input type="checkbox"/>	\$36,450 to \$58,349 <input type="checkbox"/>	\$58,350 or more <input type="checkbox"/>
4 <input type="checkbox"/>	\$24,300 or Less <input type="checkbox"/>	\$24,301 to \$40,499 <input type="checkbox"/>	\$40,500 to \$64,799 <input type="checkbox"/>	\$64,800 or more <input type="checkbox"/>
5 <input type="checkbox"/>	\$28,410 or Less <input type="checkbox"/>	\$28,411 to \$43,749 <input type="checkbox"/>	\$43,750 to \$69,999 <input type="checkbox"/>	\$70,000 or more <input type="checkbox"/>
6 <input type="checkbox"/>	\$32,570 or Less <input type="checkbox"/>	\$32,571 to \$46,999 <input type="checkbox"/>	\$47,000 to \$75,199 <input type="checkbox"/>	\$75,200 or more <input type="checkbox"/>
7 <input type="checkbox"/>	\$36,730 or Less <input type="checkbox"/>	\$36,731 to \$50,249 <input type="checkbox"/>	\$50,250 to \$80,399 <input type="checkbox"/>	\$80,400 or more <input type="checkbox"/>
8 <input type="checkbox"/>	\$40,890 or Less <input type="checkbox"/>	\$40,891 to \$53,499 <input type="checkbox"/>	\$53,500 to \$85,549 <input type="checkbox"/>	\$85,550 or more <input type="checkbox"/>

*According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.*

**Under the penalty of perjury, I certify that the above information is true and correct.**

EMPLOYEE SIGNATURE

DATE

**To be Completed by Employer:**

---

The above-named person was hired previous to this certification on: \_\_\_\_\_

The above-named person is a new hire as of: \_\_\_\_\_

The above-named person's Work Classification is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Employer Name/Signature: \_\_\_\_\_

**To Be Completed by Local Contracting Agency**

**Preference Category:**     Targeted Service Area     Youthbuild     McKinney Homeless     Other Section  
3

## Section 3 Resident Certification Employee Residing in Ventura County

**Note:** *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a subcontracting written commitment only. This form **MAY NOT** be used for the purpose of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

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NAME

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ADDRESS

**I hereby certify that I am a Section 3 resident; based on the following qualification(s):**

1.  I am a Public Housing Resident:

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NAME OF PUBLIC HOUSING SITE

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ADDRESS OF PUBLIC HOUSING SITE

2.  I am a low-income resident of the metropolitan area and:

**2015 INCOME LIMITS**

My household Size is:	My household's gross annual income from all sources is:			
1 <input type="checkbox"/>	\$19,050 or Less <input type="checkbox"/>	\$19,051 to \$31,749 <input type="checkbox"/>	\$31,750 to \$50,749 <input type="checkbox"/>	\$50,750 or more <input type="checkbox"/>
2 <input type="checkbox"/>	\$21,800 or Less <input type="checkbox"/>	\$21,801 to \$36,249 <input type="checkbox"/>	\$36,250 to \$57,999 <input type="checkbox"/>	\$58,000 or more <input type="checkbox"/>
3 <input type="checkbox"/>	\$24,500 or Less <input type="checkbox"/>	\$24,501 to \$40,799 <input type="checkbox"/>	\$40,800 to \$65,249 <input type="checkbox"/>	\$62,250 or more <input type="checkbox"/>
4 <input type="checkbox"/>	\$27,200 or Less <input type="checkbox"/>	\$27,201 to \$45,299 <input type="checkbox"/>	\$45,300 to \$72,499 <input type="checkbox"/>	\$72,500 or more <input type="checkbox"/>
5 <input type="checkbox"/>	\$29,400 or Less <input type="checkbox"/>	\$29,401 to \$48,949 <input type="checkbox"/>	\$48,950 to \$78,299 <input type="checkbox"/>	\$78,300 or more <input type="checkbox"/>
6 <input type="checkbox"/>	\$32,570 or Less <input type="checkbox"/>	\$32,571 to \$52,549 <input type="checkbox"/>	\$52,550 to \$84,099 <input type="checkbox"/>	\$84,100 or more <input type="checkbox"/>
7 <input type="checkbox"/>	\$36,730 or Less <input type="checkbox"/>	\$36,731 to \$56,200 <input type="checkbox"/>	\$56,201 to \$89,899 <input type="checkbox"/>	\$89,900 or more <input type="checkbox"/>
8 <input type="checkbox"/>	\$40,890 or Less <input type="checkbox"/>	\$40,891 to \$59,799 <input type="checkbox"/>	\$59,800 to \$95,699 <input type="checkbox"/>	\$95,700 or more <input type="checkbox"/>

*According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.*

**Under the penalty of perjury, I certify that the above information is true and correct.**

---

EMPLOYEE SIGNATURE

DATE

**To be Completed by Employer:**

The above-named person was hired previous to this certification on: \_\_\_\_\_

The above-named person is a new hire as of: \_\_\_\_\_

The above-named person's Work Classification is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Employer Name/Signature: \_\_\_\_\_

**To Be Completed by Local Contracting Agency**

**Preference Category:**    Targeted Service Area    Youthbuild    McKinney Homeless    Other Section

3

## SECTION 3 ECONOMIC OPPORTUNITY PLAN

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Federal Identification: (Contract/Award No.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone: (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
8. Program Code: <span style="float: right;">(Use a separate sheet for each Program Code)</span>		
<b>Program Codes</b>		
1. Flexible Subsidy    2. Section 202/811    3. Public/Indian Housing Development, Operation and Modernization    4. Homeless Assistance    5. HOME 6. HOME - State Administered    7. CDBG – Entitlement    8. CDBG - State Administered    9. Other CD Programs    10. Other Housing Programs		

### Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Total:			%

### Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>TOTAL</b>		<b>\$</b>
<b>Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:</b>		<b>%</b>

### SECTION 3 ECONOMIC OPPORTUNITY REPORT (CONTRACTOR)

1. Recipient Name and Address (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Project Number: (Contract/Award No.)	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone: (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
	8. Project Number:	9. Federal EIN:

**Part I: Employment & Training Opportunities provided to low-income individuals** (Minimum Goal: 30% of New Hires)

JOB CLASSIFICATION	TOTAL NEW HIRES	LOW-INCOME NEW HIRES	% of Aggregate Hires Who are low-income
Technicians			%
Office/Clerical			%
Professionals			%
Construction Trade:			%
Construction Trade:			%
<b>TOTAL</b>			<b>%</b>

**Part II: Subcontracts Awarded** (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

Number of Subcontracts awarded:		Number of Section 3 Businesses Receiving Contracts:	
<b>Name of Qualified Business Concern</b>	<b>Construction or Non-construction Contract</b>	<b>Amount</b>	
		\$	
		\$	
		\$	
		\$	
Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:		\$	
Dollar Amount of All Subcontracts:		\$	
Percentage of the total dollar amount awarded to qualified Business Concerns:			%

**Part III: Summary of the efforts that were made to generate economic opportunities**

Trained and/or Employed \_\_\_\_ low-income individuals equal to \_\_\_\_ (%) of the aggregate new hires. (Attach Resident Certifications)

Awarded a Subcontract to \_\_\_\_ qualified Business Concerns equal to \_\_\_\_ (%) of the contract amount. (Attach Business Certifications)

Attempted to recruit low-income individuals through:

- Advertised through local media, television, radio, newspaper (Attach copy of advertisement)
- Signs prominently displayed at the project site
- Contacts with community organizations
- Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)

Participated in a HUD program or other program which promotes the training or employment of low-income individuals

Participated in a HUD program or other program which promotes the award of contracts to Section 3 Qualified Business Concerns

Contacted agencies administering HUD Youth-Build programs. (Attach list)

Maintained a file of eligible, qualified low-income Residents and qualified Business Concerns for future employment.

OTHER - \_\_\_\_\_ (Attach supporting documentation)

*A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.*

**REMEMBER:** All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

### **SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES**

- Enter into “first-source” hiring agreements with organizations representing Section 3 residents, such as *Work Source* or a local Workforce Investment Board. For more information, visit <http://www.calwia.org/lwia/index.cfm>
- Sponsor a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations’ database of local apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/aigstart.asp>
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as [www.monster.com](http://www.monster.com)



## NOTICE TO BIDDERS

### FTA MANDATORY CONTRACT CLAUSES

A Bidder is required to familiarize itself with the information provided on the following pages. Failure to comply with and/or meet the requirements may result in a bid being determined incomplete or non-responsive.

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

- 1: CERTIFICATION - BUY AMERICA REQUIREMENTS [Attachment A] (C-72)
  
- 2: TORRANCE TRANSIT SYSTEM DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM [Attachment B] (C-73)
  
- 3: CERTIFICATION - LOBBYING [Attachment C] (C-74)

## FTA MANDATORY CONTRACT CLAUSES

- 1) **Incorporation of Federal Transit Administration (FTA) Terms and Regulatory Compliance.** Specific provisions in the Agreement include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.
- 2) **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- 3) **No Government Obligation to Third Parties.** The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
  - a) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- 4) **Fly America Requirements.** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 5) **Buy America.** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

- 6) Cargo Preference - Use of United States-Flag Vessels.** The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
- 7) Energy Conservation.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 8) Clean Water.**
- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
  - b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 9) Clean Air.**
- a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
  - b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- 10) Disadvantaged Business Enterprises.** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. The agency's overall goal for DBE participation is 4%.
- a) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
  - b) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- c) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- d) The contractor must promptly notify City, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

**11) Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**12) Access to Records.** The following access to records requirements apply to this Contract:

- a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**13) Recovered Materials (Recycled Products).** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**14) Program Fraud and False or Fraudulent Statements or Related Acts.**

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**15) Suspension and Debarment.** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**16) Contracts Involving Federal Privacy Act Requirements.** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**17) Civil Rights.** The following requirements apply to the underlying contract:

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- iv) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**18) Breaches And Dispute Resolution.**

- a) Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b) Performance During Dispute. Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c) Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d) Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.
- e) Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**19) Prompt Payments.** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontracts.

**20) Termination**

- a) Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
- b) Termination for Default. If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is

in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c) Opportunity to Cure. The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d) Waiver of Remedies for any Breach. In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS**

(Excluding Micro-purchases, except for construction contracts over \$2,000)

CLAUSE	TYPE OF PROCUREMENT				
	Professional A&E	Operations/ Management	Revenue Rolling Stock	Construction	Materials & Supplies
No Federal government obligations to third parties by use of a disclaimer	All	All	All	All	All
Program fraud and false or fraudulent statements and related acts	All	All	All	All	All
Access to records	All	All	All	All	All
Federal Changes	All	All	All	All	All
Civil Rights (EEO, Title VI & ADA)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Energy Conservation	All	All	All	All	All
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000

Provisions					
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000
Provisions for the resolution of disputes, breaches or other litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Involving property that may be transported by Ocean vessel	Involving property that may be transported by Ocean vessel	Involving property that may be transported by Ocean vessel
Fly America	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air
Davis Bacon Act				>\$2,000 (including Ferry)	
Copeland Anti-Kickback Act				Section 1: All Section; 2: >\$2,000 (including Ferry)	
Contract Work Hours & Safety Standards Act		>\$100,000	>\$100,000	>\$100,000 (including Ferry)	
Bonding				>\$100,000 (including Ferry)	
Seismic Safety	A&E for new building and additions			New building and additions	
Transit Employee Protective Arrangements		Transit operations funded with Section 5307, 5309, 5311 or 5316 funds			
Charter Service Operations		All			
School Bus Operations		All			

Drug and Alcohol Testing		Transit operations funded with Section 5307, 5309 or 5311 funds			
Patent Rights	Research & Development				
Rights in Data and Copyrights Requirements	Research and Development				
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Prompt Payment	All non TVM purchases if threshold for DBE Program met	All non TVM purchases if threshold for DBE Program met	All non TVM purchases if threshold for DBE Program met	All non TVM purchases if threshold for DBE Program met	All non TVM purchases if threshold for DBE Program met
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
ADA Access	A&E	All	All	All	
Special Notification Requirements for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States
Equal Opportunity Clauses (41 CFR 60-4.3)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Conformance with ITS National Architecture	All	All	All	All	All

**CERTIFICATION - BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 CFR Part 661**

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title

**TORRANCE TRANSIT SYSTEM  
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM  
B2015-26**

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

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

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

\_\_\_\_\_

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

Email \_\_\_\_\_

Is the firm currently certified as DBE under the 49 CFR Part 26 regulations?

YES

NO

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

\_\_\_\_\_

What were your firm's Gross Annual receipts for last year?

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

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

**CERTIFICATION - LOBBYING**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]; FTA Contract Clause #12.**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**SECTION D**

**DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY  
AFTER AWARD OF CONTRACT (PUBLIC WORKS AGREEMENT)  
BY THE CITY COUNCIL**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

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

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that: **WHEREAS,** said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the Construction of SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 (CDBG #601647-14), B2015-26, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

**PERFORMANCE BOND (CONTINUED)**

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

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

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the Construction of SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 (CDBG #601647-14), Bid No. B2015-26, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

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

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

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## PUBLIC WORKS AGREEMENT

BIDDERS ARE TO REFER TO APPENDIX I FOR THE PRO FORMA PUBLIC WORKS AGREEMENT AND, "**Attachment B Required Contract Provisions Federal-Aid Construction Contracts FHWA-1273 -- Revised May 1, 2012**", TO BE EXECUTED, UPON APPROVAL OF THE CITY COUNCIL, WITH THE CONFIRMED LOWEST, RESPONSIBLE BIDDER.

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 (CDBG #601647-14)**

**B2015-26**

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

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

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

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

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

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

## WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

\_\_\_\_\_  
CONTRACTOR

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

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

## **SECTION E**

### **SPECIAL PROVISIONS**

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

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# PART 1 - GENERAL PROVISIONS

## SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

**1-2 TERMS AND DEFINITIONS.** Add or redefine the following:

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

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

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

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

### 1-3 ABBREVIATIONS.

#### 1-3.2 Common Usage:

Add the following abbreviations:

Approx	Approximate
CA	City and/or Consulting Arborist
Exist.	Existing
L.A.C.D.P.W.	Los Angeles County Department of Public Works
Med.	Median
M.L.	Main Line
OH	Overhead
Ped.	Pedestrian
Reconst.	Reconstruct
Temp.	Temporary
Theo.	Theoretical
WM	Wire mesh or water meter

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

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

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

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

## **2-3 SUBCONTRACTS**

**2-3.2 SELF PERFORMANCE.** Replace the second sentence with the following:

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

1. Survey

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

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

## **2-5. PLANS AND SPECIFICATIONS.**

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

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

Add the following subsections:

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

- 1) Project Quantities

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

- 2) Standard Plans

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

- e. American Water Works Association Standards, latest edition.

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

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

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

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

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

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

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

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

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

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

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions

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

### **2-5.3 Submittals**

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

Submittals are required for the following:

- 4) Construction schedule per 6-1.
- 8) Concrete mix designs per 201-1.1
- 9) Asphalt concrete Job mix formulas and/or mix designs per 203-6.
- 14) Backer Rod
- 15) Joint Sealant
- 16) Detectable Warning Surface (truncated domes)
- 17) Tree Trunk Protector

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

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

The Work generally consists of the construction of curb, gutter, sidewalk, curb ramps, cross gutters; street pavement reconstruction; removal and replacement of trees, root pruning of trees, sealing joints, relocation of bus stop benches and trash receptacles, and all other incidental work in this specification document.

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

#### **2-9.1 Permanent Survey Markers.** Replace the entire Subsection 2-9.1 with the following:

The Contractor shall not disturb survey monuments, lot stakes (tagged), centerline ties, or benchmarks without notifying the Engineer. The Contractor shall be responsible to have a CA Registered Land Surveyor document all surveying monuments, lot stakes (tagged), centerline ties, and bench marks that may be disturbed during construction. In the event that identification numbers on survey monuments are illegible, it shall be the responsibility of the Contractor to obtain all information necessary to restore the monuments in their correct location. The Contractor or its Surveyor shall file a Corner Record Form at the Los Angeles County Surveyor referencing survey monuments subject to disturbance prior to the start of construction and also prior to the completion of construction, including a location for reestablishment of disturbed monuments. Copies of the records shall be provided to the City. **Final payment will not be made until the aforementioned documentation is provided to the CITY.**

All surveying shall be performed by a CA Registered Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. All monuments and centerline ties

shall be tied out and reset in accordance with Section 8771 (Land Surveyors Act) of the Business and Professions Code of the State of California.

The contract unit price for SURVEY MONUMENTS shall include full compensation for furnishing all labor, materials, equipments, tools and incidentals for doing all the work involved in preserving and/or constructing of the survey monuments, complete in place, and no additional compensation shall be made

**2-9.2 Survey Service.** Replace the first two paragraphs with the following:

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

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

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

Construction stakes shall consist of the following:

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

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

- a. Level and horizontal control circuit for survey control.

Add the following subsection:

### **2-9.5 Payment**

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

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

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

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

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

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

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

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

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

Add the following subsections:

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

Weekdays - \$140.00 per hour; Saturdays, Sundays, Holidays - \$1,200.00 per day

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

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

**2-11.3 Inspections During Construction.** During the construction, the Contractor shall make the Work site available for periodic inspections by the regulatory agencies. These agencies may include: Los Angeles County Department of Health Services, Los Angeles Regional Water Quality Control Board, the State Water Resources Control Board, Division of Drinking Water and CITY Water Department.

**2-11.4 Material Inspection/Testing and other City Expenses.**

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

## **SECTION 3 – CHANGES IN WORK**

### **3-2 CHANGES INITIATED BY THE AGENCY**

**Section 3-2.2.1 General.** Delete this subsection in its entirety. Add the following:

The City reserves the right to increase or decrease any bid item quantity, as necessary, to meet the City's needs and/or the project and/or budget requirements. If the City increases or decreases any bid item quantity by more than 25% of the original contract quantity, either the City or the Contractor may initiate discussions and/or negotiations regarding a potential adjustment to the contract unit bid price.

**Section 3-2.2.2. Increases of More Than 25%.** Delete this subsection in its entirety.

**Section 3-2.2.3. Decreases of More Than 25%.** Delete this subsection in its entirety.

### **3-3 EXTRA WORK**

**3-3.1 General.** Add the following:

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

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

**3-3.2.2 Basis for Establishing Costs.**

**3-3.2.2.3 Tool and Equipment Rental.** Replace the second paragraph of with the following:

The Contractor will be paid for the use of equipment at the lower of the actual rental rates paid by the Contractor or the rental rates listed for such equipment in either the "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California 95131; telephone (408) 971-9000 or the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rates" available at the Caltrans web site, [www.dot.ca.gov/hq/eqsc/inforesources.htm](http://www.dot.ca.gov/hq/eqsc/inforesources.htm), which is in effect on the date upon which the work is accomplished, and that hereby is made a part of the Contract, regardless of ownership or any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of such rental rate.

**3-3.2.3 Markup.** Add 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.

**3-3.2.3.1 Work by Contractor.** Replace the entire subsection with the following:

The following percentages shall be added to the Contractor's costs and shall constitute the markup 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 3-3.2.2.1, 3-3.2.2.2, and 3-3.2.2.3.

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.

**3-3.2.3.2 Work by Subcontractor.** Replace the entire subsection with the following:

When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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

**3-4 CHANGED CONDITIONS.**

Add the following:

This subsection does not apply to utilities.

**SECTION 4 – CONTROL OF MATERIALS**

**4-1 MATERIALS AND WORKMANSHIP.**

**4-1.1 General.**

Add the following paragraph after the second paragraph:

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

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

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

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

## **SECTION 5 – UTILITIES**

**5-1 LOCATION.** Add the following:

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

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-227-2600 at least 48 hours prior to any excavation.

The Contractor shall pothole existing utilities as directed by the Engineer or as deemed necessary by the Contractor. The cost of potholing herein specified shall be included in the prices paid for other items of work and no additional compensation will be allowed.

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

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

Substitute the following for the last paragraph:

Prior to starting construction, the Contractor shall be responsible to determine the location and depth of all utilities which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor also shall determine the location and depth of each service connection, whether or not marked. Full compensation for such work shall be considered as included in the prices bid for other items or work. If a utility which was marked or a service

connection is found to interfere with the work after construction has commenced, the Contractor shall be solely responsible for all costs of any delay and for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

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

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

Add the following after the final paragraph:

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

Add the following subsections:

**5-2.1 Noninterfering Utilities**

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

**5-2.2 Abandoned Utilities**

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

**5-2.3 Interfering Utilities**

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

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

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

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

**5-2.4 Protection of Underground Hazardous Utilities.** This Subsection shall apply to projects where there are underground utilities within the Work area which may be potentially hazardous if damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster such as, but not limited to, gasoline, electricity, fuel oil, butane, propane, natural gas, chlorine or other chemicals.

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

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

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

be accurately established and made a part of permanent substructure records.

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

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

Add the following:

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

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

Add the following:

Fire hydrants shall be relocated by Contractor per City of Torrance Standard Plan T705 or T706 as directed by the Engineer.

Water meters shall be relocated by Contractor per City of Torrance Standard Plan T703 or T704 as directed by the Engineer.

Water valves shall be relocated by the Contractor per City of Torrance Standard Plan T712.

Substitute the following for the last paragraph:

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

The City will arrange for the alteration or permanent relocation of only such service connections, except sewer house connections and water laterals, that interfere with the permanent work in its final location and such alteration or permanent relocation will be performed by others at no expense to the Contractor. The Contractor shall be responsible for the alteration or permanent relocation of sewer connections and water laterals, unless otherwise approved by the Engineer.

In instances where the alteration or permanent relocation of interfering service connections can be avoided by encasing same in the slabs or walls of poured-in place concrete structures the Contractor shall, when directed by the Engineer, so encase such service connections, and any costs for such work shall be absorbed in the unit prices or included in the lump sum amounts bid for the various items of work.

Service connections which do not interfere with the project structures shall be maintained in place by the Contractor. The cost of such work shall be absorbed in the unit prices or included in the lump sum amounts bid for the various items of work.

## **5-5 DELAYS.**

Substitute the following:

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

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

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

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.**

**6-1.1 Construction Schedule.** Replace the entire subsection with the following:

Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.3 and 6-1.4 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

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

Prior to starting any Work, the Contractor may be required to attend a Community Meeting to be scheduled by the Engineer. The meeting, to be held in the evening, will address the residents' questions and concerns regarding the Work, what can be expected during construction and vehicular and pedestrian access that may be temporarily restricted during construction. Compensation for attending these meetings shall be considered a part of Mobilization or, when there is no bid item for Mobilization, shall be considered as part of the bid items of work for this contract.

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 Commencement of the Work.** Delete the subsection in its entirety. Add the following subsections:

**6-1.3 Criteria.** The construction schedule shall conform to the following criteria:

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

**6-1.4 Requirements.** In preparing the construction schedule, the following items shall be considered:

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

1. The Contractor is required to construct this project in three (3) separate sidewalk repair phases (locations), in addition to bus stop modifications throughout the City. The first sidewalk repair area (Area 1) is located southwest of the intersection of Artesia Boulevard and Yukon Avenue. The second repair area (Area 2) is located northeast of the intersection of 182<sup>nd</sup> Street and Casmir Avenue. The third repair area (Area 3) is located southeast of the intersection of Torrance Boulevard and Anza Avenue. The Contractor shall complete all work in Area 1 by October 15, 2015 and prior to starting any work in the other areas, and shall complete all work in Area 2 prior to starting any work in Area 3. The Contractor may not begin any pavement reconstruction activities until it has completed the installation of all new PCC improvements (i.e. curb/gutter, sidewalk, driveways, curb ramps, etc. for the entire project).
2. Concrete removal - All concrete removed shall be hauled off the Work site (including the Contractor's storage yard) no later than the calendar day following the day that the

3. PCC construction - Construction of PCC sidewalks, driveways, access ramps, curbs, gutters and cross gutters shall be formed and poured within 5 working days following removal of the existing material at any location. Any adjacent trench (i.e. 1-foot wide slot trench), required to remove and construct said PCC construction shall be restored per these Specifications and no later than 2 calendar days following the PCC construction. Failure by the Contractor to comply with these requirements in a timely manner may result in a liquidated damage assessed upon the Contractor. Such liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor.
4. On any given street, the work shall be limited to one side at a time in order to maintain safe pedestrian access during construction.
5. The Contractor is required to work on tree and stump removals per 300-1.3.2(d), sidewalk, access ramps, curb, gutter, cross gutters and driveway replacements in a continuous operation and simultaneously with the work in item 1 above.
6. Pavement removal - All pavement removed as a result of trenching shall be hauled off the Work site no later than the same day that the removal is performed.
7. Within 4 working days following the installation of the final pavement surface course in any Phase, the Contractor shall complete the adjustment of all manholes, valves and any other required surface facilities.
8. Tree and Stump removals per 300-1.3.2(d) are to be performed before concrete removals.
9. Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
10. The proposed sequence of pavement construction. The Contractor may proceed with the pavement construction work after the completion of the water mains and concrete work as listed above.
11. All Work shall only be performed between the hours of 8:00 a.m. and 4:30 p.m. unless otherwise approved by the Engineer.
12. A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed.
13. Holiday Moratorium per 7-10.2.8 of these Special Provisions.
14. Refuse collection. Refuse collection days are established and will not be changed. If a street or streets are scheduled for repair work on a collection day, the Contractor shall be responsible for coordinating their work with refuse collection.

The City utilizes automated refuse and recycling vehicles. After refuse collection, the City will attempt to place the refuse containers on parkways and driveways and off of the roadway areas. In some cases, however, this may not be possible, and the contractor will be responsible for moving the receptacles out of the way.

15. Stockpile area. Schedule shall indicate date for cleanup of stockpile area.

16. Subsection 307-1.3 regarding ordering of materials.

17. Stockpile area. Schedule shall indicate date for cleanup of stockpile area.

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

**6-1.5 Updates.** The Contractor shall submit 2 paper copies of the updated construction schedule to the Engineer on the first working day of each month.

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

Full compensation for complying with all requirements of Section 6-1.5 Updates shall be per the Contract Unit Price for CONSTRUCTION SCHEDULE. If the Contractor fails to submit an updated Construction Schedule to the Engineer on the first working day of each month, the CITY will deduct one-fifth the amount of the Contract Unit Price for each work day after the due date, up to maximum of \$300, that each monthly schedule update is not submitted.

## **6-7 TIME OF COMPLETION.**

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

Time shall be of the essence in the Contract. The Contractor shall begin Work after receiving from the City a Notice to Proceed and shall diligently prosecute the same to completion within the working days from the start date as specified in the Notice to Proceed.

## **6-8 COMPLETION, ACCEPTANCE AND WARRANTY.**

**6-8.1 Completion.** Replace the entire subsection with the following:

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

**6-8.3 Warranty.** Add the following subsection:

**6-8.3.1 Manufacturer's Warranties.** Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility. The Engineer may, at his option, require a manufacturer's warranty on any product offered for use. The Contractor shall warranty all new trees planted for this project for a period of one (1) year.

**6-9 LIQUIDATED DAMAGES.** In each of the two paragraphs, substitute "\$600" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

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

### **7-2 LABOR**

**7-2.3 Payroll Records.** Add the following:

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

Add the following subsections:

### **7-2.5 Subcontractor and DBE Records**

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

### **7-2.6 Department of Industrial Relations' monitoring and enforcement of prevailing wage laws**

California Labor Code:

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section

1725.5 at the time the contract is awarded.

SB 854 amended the Labor Code to require all contractors bidding on public work to register with the Department of Industrial Relations (DIR) and to pay an annual fee. The registration requires contractors to provide the State with evidence of the contractors' compliance with a number of statutory requirements. The registration requirement took effect on July 1, 2014 to fund the Department of Industrial Relations' monitoring and enforcement of prevailing wage laws. The registration period is open now, and contractors and subcontractors wishing to work on a public works project must be registered by March 1, 2015. For public agencies/awarding bodies, the new law requires that all public works projects with bids due after March 1, 2015, or awarded on or after April 1, 2015, use only registered contractors and subcontractors. The bill also requires awarding bodies to include notice of the registration requirement in their bid invitations and bid documents. In addition, public agencies must also file notice of their public works projects using DIR approved forms.

Registration is completed through an online application and requires a non-refundable \$300 fee to be paid by the contractors and subcontractors. The registration process requires contractors to:

- provide workers' compensation coverage to its employees
- hold a valid Contractors State License Board license
- have no delinquent unpaid wage or penalty assessments
- not be subject to federal or state debarment

Contractors must pay an annual renewal fee by July 1 of each year. The registration form is located on the DIR's website at <http://www.dir.ca.gov/DLSE/dlsepublicworks.html>.

To help awarding bodies and contractors comply with the new requirements, the DIR will post a database of registered contractors and subcontractors on its website. While non-registered contractors may not be awarded public works contracts after the effective date, inadvertently listing an unregistered subcontractor on a bid will not necessarily invalidate that bid. In addition, the registration requirement does not apply to private jobs that are determined to be public works after the contract has been awarded.

The City is required to provide notice of award to the DIR on all projects. Said notice is by an online application and within five (5) days of project award. The online application is at: <https://www.dir.ca.gov/pwc100ext/>

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

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

Add the following:

The Contractor must include all subcontractors as 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 WORKERS' 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.

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

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

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

#### **7-6 THE CONTRACTOR'S REPRESENTATIVE**

Add a third paragraph to the section stating the following:

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

#### **7-8 WORK SITE MAINTENANCE.**

**7-8.1 General.** The second paragraph is amended to read:

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

#### **7-8.6 Water Pollution Control.**

**7-8.6.1 General.** Replace the entire subsection with the following:

##### **NPDES General Permit, Notice of Intent (NOI) and Notice of Termination (NOT).**

Construction activities including clearing, grading and excavating that result in land disturbances of equal to or greater than one acre are covered by the National Pollutant Discharge Elimination System General Construction Permit, State Water Board Order No. 2012-0006-DWQ and any amendments thereto. A copy can be downloaded at:

[http://www.waterboards.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/wqo12.shtml](http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/wqo12.shtml)

Dischargers obtaining coverage will file electronically for coverage under Order No. 2012-0006-DWQ. Order No. 2012-0006-DWQ is a Risk Based permitting approach. The Contractor is required to review the State Water Resources Control Board website and determine this project's risk level.

Order No. 2012-0006-DWQ includes, in Attachment A, requirements for all Linear Underground/Overhead Projects (LUPs) that are covered under the Small LUP General Permit 2003-007-DWQ. LUPs will be broken into project segments designated as LUP Type 1, Type 2,

and Type 3. These LUP Types are analogous to the risks levels for traditional construction projects.

This General Construction Permit regulates pollutants in discharges of storm water associated with construction activity. To obtain authorization for proposed storm water discharges, pursuant to this General Construction Permit, the CITY must submit to the Storm Water Multiple Application and Reporting Tracking System (SMARTS) a Notice of Intent (NOI), compliance and monitoring data and Annual Reports, when required, and a Notice of Termination (NOT). The Contractor shall provide to the CITY, at the required time, all required information necessary for the CITY to comply with these requirements.

The Contractor shall provide to the CITY its Storm Water Pollution Prevention Plan (SWPPP) both in hardcopy and pdf format, so the City may submit the SWPPP to the SMARTS online.

Following Construction and the Contractor's installation of any post-construction storm water Best Management Practices BMPs (for CITY approval), the Contractor shall notify the CITY in writing to request for consideration to terminate coverage under the General Construction Permit for a complete project and to submit a NOT via the SMARTS.

Full compensation for preparation, administration and all other work related of the NOI, NOT, required fees, construction, and post construction BMPs, sampling, analysis and reporting as required by Order No. 2012-0006-DWQ and all other related costs shall be considered as included in the bid for SWPPP AND NPDES COMPLIANCE.

**7-8.6.2 Best Management Practices (BMPs).** Replace the entire subsection with the following:

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 Stormwater Quality Association's: Stormwater Best Management Practice Handbook Portal: Construction. The publication is available from CASQA.

The Contractor shall have a minimum of two (2) readily accessible copies of each publication on the Work site at all times. The Contractor shall implement BMPs in conjunction with the following construction operation and activities:

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

VEHICLE AND EQUIPMENT MANAGEMENT	Vehicle and Equipment Cleaning
	Vehicle and Equipment Fueling
	Vehicle and Equipment Maintenance

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

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

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

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

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

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, the Environmental Protection Agency and private citizens. The CITY may assess

the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the appropriate BMPs and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the appropriate BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the price bid for SWPPP AND NPDES COMPLIANCE.

**7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP).** Replace the entire subsection with the following:

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

The Contractor must submit the initial SWPPP document (2 hard copies and one pdf copy) to the CITY no later than fifteen (15) working days following the approval by the City Council of the Contract. The City will review the SWPPP within seven (7) calendar days. Should revisions be required, the Contractor shall again submit 2 hard copies and one pdf copy of the revised SWPPP. The City may take up to three (3) working days to re-review each revision. After the City determines the SWPPP is acceptable and has no exceptions, the City will submit (upload) the SWPPP document to the online SMARTS system. The Contractor must allow for up to 7 calendar days for issuance of the WDID number, following upload of the document. No work may commence and no Notice to Proceed will be issued prior to the issuance of the WDID number. The Contractor shall consider this in its schedule in accordance with Section 6-1 of these Special Provisions. The SWPPP shall remain on the construction site while site is under construction, during working hours, commencing with the initial construction activity and ending with Notice of Termination.

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

Full compensation for preparation of the SWPPP, all revisions to the SWPPP, and all other related costs, excluding the WDID permit fee from the State Water Resources Control Board, shall be considered as included in the bid price for SWPPP AND NPDES COMPLIANCE.

#### **7-8.6.4 Implementation.**

**a) General.** The Contractor shall be responsible year-round throughout the duration of the Project for implementation of the City-certified SWPPP and all certified SWPPP amendments. Unless otherwise notified by the Engineer, the Contractor's responsibility for implementation of the SWPPP shall continue throughout any temporary suspension of the Work or designated construction moratorium.

**b) Qualified SWPPP Practitioner (QSP).** The Contractor shall designate a QSP who meets the requirements of State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ.

The QSP shall have the authority and responsibility to fully implement the City certified SWPPP in accordance with the Contract Documents and shall be present full-time on the Project site at all times.

**d) Rain Event Action Plan (REAP).** The Contractor shall monitor the National Weather Service Forecast Office ([www.noaa.gov](http://www.noaa.gov)) on a daily basis. The Contractor shall ensure that the QSP prepares a REAP 48 hours prior to any likely precipitation event. A likely precipitation event is any weather pattern that is forecast to have a 50 percent or greater probability of producing precipitation in the Project area. Each REAP shall be prepared using the REAP template in the SWPPP Preparation Manual. The Contractor shall assume there will be 20 likely rain events throughout the duration of the Contract.

The actions required by the REAP for each phase of construction shall be implemented 24 hours prior to the forecasted start of the likely precipitation event.

The Contractor's QSP shall submit a copy of the REAP to the Engineer 24 hours prior to each likely rain event. The Contractor's QSP shall maintain documentation of the actions implemented as part of the REAP. Completed REAPs shall be filed with the City-certified SWPPP.

**e) Accumulated Precipitation Procedure (APP).** The Contractor shall implement the APP in the City-certified SWPPP whenever a discharge of accumulated precipitation is necessary. No discharge of accumulated precipitation shall take place without an APP. The Contractor shall notify the Engineer 24 hours prior to the discharge of accumulated precipitation water in accordance with the APP.

**f) Construction Site Monitoring Program (CSMP).** The Contractor's QSP shall implement the CSMP included in the City-certified SWPPP for visual monitoring (inspections) and sampling and analysis. A daily printed paper copy of the National Weather Forecast Office forecast chance of rain and forecast precipitation amount shall be submitted by the Contractor's QSP to the Engineer within 24-hours of the forecast. The Contractor's QSP shall monitor the Project site for full compliance with the SWPPP. The Contractor's QSP shall conduct inspections and collect water quality samples in accordance with these Special Provisions. The Contractor shall plan for 10 qualifying rain events (producing precipitation of 1/2 inch or more at the time of discharge) and 3 samples per rain event (total 30 samples). CSMP implementation shall include the following:

**i) Visual Monitoring.** The Contractor's QSP shall inspect (visually monitor) the Project site and record the findings on the BMP Checklist in the SWPPP Preparation Manual

during working hours. Visual monitoring inspections shall be performed only by the QSP as follows:

- A. Routinely, a minimum of once every week.
- B. Within 48 hours prior to a qualifying rain event
- C. Within 48 hours after a qualifying rain event.
- D. At least every 24 hours during extended storm events (any measurable amount of precipitation (0.01 inch or more)).

The Contractor's QSP shall:

- ✓ Observe all BMPs to identify whether they have been properly implemented in accordance with the SWPPP/REAP. If needed, corrective actions shall be implemented by the Contractor.
- ✓ Inspect each drainage area for the presence of (or indications of prior) unauthorized and authorized non-storm water discharges and their sources.
- ✓ Monitor and report run-on from surrounding areas if there is reason to believe run-on to the Project site may contribute to the numeric action levels (NALs) being exceeded.
- ✓ Observe the discharge or likely discharge after working hours of stored, contained, trapped or otherwise accumulated storm water. Inspect for compliance with the APP.
- ✓ Complete the BMP Checklist provided in the SWPPP Preparation Manual to document inspection observations.
- ✓ Record the time, date, and rain gauge reading of all rain events. The rain gauge reading shall be either from a rain gauge on the job-site provided by the contractor with the location approved by the Engineer or from the Los Angeles County Department of Public Works' real-time rainfall data precipitation map, [http://ladpw.org/wrd/precip/alert\\_rain/](http://ladpw.org/wrd/precip/alert_rain/), unless otherwise approved by the Engineer.
- ✓ Print a daily paper copy of the rain gauge data for the previous 24 hours for the Project site and submit to the Engineer on the same day.
- ✓ Sign and submit one copy of the completed BMP Checklist to the Engineer within 24 hours of completing the inspection. One completed and signed copy of each BMP Checklist shall be kept with the on-site SWPPP.
- ✓ Identify and record BMPs that require maintenance to operate effectively, that have failed, or that could fail to operate as intended.
- ✓ Upon identifying BMP failures or other shortcomings, the Contractor's QSP shall implement repairs or design changes to BMPs within 24 hours. Correct unauthorized discharges immediately. This may require temporarily suspending certain work activities until work can continue, as approved by the Engineer, without an unauthorized discharge.

ii) **Sampling and Analysis Plan (SAP).** The Contractor's QSP shall implement the SAP included in the City-certified SWPPP for storm water sampling, non-storm water sampling and non-visible pollutant storm water sampling.

The Contractor's QSP shall submit rain event field water sampling and analytical data within 24 hours of the conclusion of the rain event. The Contractor's QSP shall submit non-storm water and non-visible pollutant water sampling laboratory results within 20 working days after sample collection. The Contractor's QSP shall submit the data in accordance with the SWPPP Preparation Manual.

A) **Storm Water Sampling.** The Contractor shall collect storm water samples for each qualifying event that produces 1/2 inch or more of precipitation. The Contractor shall:

- Collect and analyze effluent samples from each discharge location per day per qualifying rain event. A minimum of 3 samples shall be collected each day per qualifying rain event.
- Collect samples during working hours only.
- Ensure effluent samples are representative of the effluent in each drainage area.
- Collect a minimum of one (1) run-on sample from each area that may contribute to exceedance of NALs (See Table 7-8.6.4 (A)).
- Collect storm water grab samples of accumulated storm water that will be discharged in accordance with the APP.

Turbidity and pH meters shall be provided by the Contractor and retained on the Project site at all times and conform to Table 7-8.6.4 (A).

**Table 7-8.6.4 (A)**

Parameter	Test method	Min. Detection Limit	Units	Numeric Action Level (NAL)
pH	Calibrated portable pH meter	0.2	pH units	lower NAL 6.5 upper NAL 8.5
Turbidity	Calibrated portable turbidity meter	1	NTU	250

Turbidity and pH meters must be calibrated in accordance with the manufacturer's specifications prior to use for field analysis. Calibration data shall be filed with the analytical results in the City-certified SWPPP at the Project site in accordance with the SWPPP Preparation Manual.

Field analytical results shall be submitted in writing to the Engineer using the Sampling Activity Log in the SWPPP Preparation Manual within 24 hours of analysis.

If any result exceeds NALs (Table 7-8.6.4 (A)), the Contractor's QSP shall:

- Implement immediate corrective actions to address the cause of the exceedance and to prevent further exceedance of the NALs.
- Submit a Numeric Action Level Exceedance Report to the Engineer within 5 calendar days of the date of sampling. The report shall conform to the SWPPP Preparation Manual.
- The Contractor's QSP shall sign and certify the Numeric Action Level Exceedance report.

**B) Non-Storm Water Sampling.** If the visual monitoring inspections of the Project site indicate any authorized or unauthorized non-storm water discharges, the Contractor's QSP shall record the findings on the BMP Checklist and immediately implement the SAP for non-storm water sampling.

The Contractor shall collect samples of non-storm water discharge effluent at all discharge points. Each non-storm water sample shall be sent only to a lab certified by the California State Department of Health Services for the selected analysis. The current and valid laboratory certification shall be included in the SWPPP.

**C) Non-Visible Pollutant Monitoring.** The Contractor shall collect one (1) or more samples during any breach, malfunction, leakage, or spill observed during a visual inspection which could result in the discharge of pollutants to surface waters that would not

be visually detectable in storm water. Samples shall be analyzed in the field or by a laboratory following the SWPPP Preparation Manual. Analytical results shall be submitted in accordance with 7-8.6.4 f) ii) and shall be accompanied by an evaluation from the Contractor's QSP to determine if down gradient samples show elevated levels of the tested parameter relative to levels in the uncontaminated control sample. If down gradient samples show increased levels, the Contractor shall assess the BMPs, Project site conditions, and surrounding influences to determine the probable cause of the increase. As determined by the Contractor's assessment, the Contractor shall repair or modify BMPs to address the increased levels of pollutants in down gradient samples.

Where appropriate BMPs are not implemented prior to a rain event, any failure of a BMP occurs, or spilled materials or wastes are not completely removed (including contaminated soils) which could result in the discharge of non-visible pollutants to surface waters, the requirements to conduct sampling and analysis shall apply. If the Engineer determines that the Contractor has not properly deployed or maintained the appropriate BMPs necessary to significantly reduce and minimize the discharge of pollutants, the Engineer will direct the Contractor to collect and analyze water quality samples as specified in these Special Provisions at no additional cost to the City.

**g) Annual Report.** The Contractor shall prepare, certify and submit to the Engineer an annual report for the reporting period of July 1 to June 30 of each year. If construction occurs through June 30, the report shall be submitted no later than July 15 for the prior reporting period. If construction ends before June 30, the report shall be submitted within 15 calendar days after the date of acceptance of the Work by the Engineer.

**h) Enforcement and Penalties.** The Contractor will be determined Non-Compliant with these Special Provisions for the following:

- 1) Noncompliance with the certified SWPPP or certified amendments.
- 2) Failure to provide full-time QSP on project site
- 3) Failure to amend SWPPP or submit SWPPP amendments
- 4) Failure to take immediate corrective action when so directed by the Engineer or when required by these Special Provisions.
- 5) Failure to make necessary corrections after a numeric action level exceedance.
- 6) Noncompliance with the immediate corrective action specified on the City-issued "Notice of BMP Noncompliance" form.
- 7) Noncompliance with applicable local permits.
- 8) Noncompliance with Federal, State and local water pollution control regulations.
- 9) Unauthorized or noncompliant discharge.

The Contractor will be assessed \$1,000 per violation per calendar day that the Contractor does not fully implement or comply with the provisions set forth in these Special Provisions. The penalty will be assessed from Contract progress payments due to the Contractor.

The Contractor shall be responsible for the costs and for the liabilities imposed by law as a result of the Contractor's failure to comply with these Special Provisions. Costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act. In addition the City will deduct, from any monies due the Contractor, the total amount of any legal fees, staff costs, and consultant fees incurred as a result of the Contractors non-compliance with these Special Provisions.

The Contractor shall notify the Engineer immediately following receipt of a request from any jurisdictional regulatory City, to enter, inspect, sample, monitor or otherwise access the Project site or the Contractor's records pertaining to water pollution control.

**7-8.6.5 Payment.** Delete this subsection in its entirety.

Add the following subsections:

**7-8.7 Temporary Light, Power, and Water.** Add the following:

The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

The Contractor shall obtain a construction water meter from the CITY by calling Global Water at 855-354-5623. A \$1,000 deposit is required and refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the CITY's current water rates.

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

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

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

## **7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.**

Add the following paragraphs:

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

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

Add the following subsections:

**7-9.1 Replacement of Lawns.** When the Contract requires the removal and replacement of lawns or sod, including parkways, the Contractor shall comply with the following minimum

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

Topsoil shall be in accordance with 212-1.1.

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

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

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

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

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

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

### **7-10.1 Access.**

#### **7-10.1.2 Vehicular Access** Replace the entire subsection with the following

The Contractor's operations shall cause no unnecessary inconvenience. The access rights for the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishment of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

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

Unless otherwise authorized, work shall be performed in only one-half the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

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

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

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

- (a) For each establishment (such as, but not limited to, gas stations, markets, and other "drive-in" business) on the corner of an intersection, which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street insofar as the access is affected by the Contractor's operations.
- (b) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to the entrance driveway and the exit driveway insofar as the access is affected by the Contractor's operations.
- (c) The Contractor shall provide vehicular access to all schools and parking lots including, but not limited to, apartment building parking lots.
- (d) The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies and for delivery of mail.

- (e) The Contractor shall make every reasonable effort to provide maximum access to churches on their Sabbath days. In addition, the Contractor shall not park or store equipment at the site of a church on its Sabbath days.
- (f) At least three (3) days prior to starting work in any location, the Contractor shall distribute written notices to all homeowners and residents that will be impacted by the work. The City will provide the notice.
- (g) The Contractor shall provide a minimum 1-inch thick temporary asphalt surface for an access ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.
- (h) The Contractor shall protect the work from traffic. Should the slurry seal be damaged, the Contractor shall provide satisfactory repairs at no cost to the City.

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

All costs for the above requirements shall be included in the Contract Unit Price for "TRAFFIC CONTROL"

**7-10.1.3 Pedestrian Access.** Replace the entire subsection with the following:

The Contractor's operations shall cause no unnecessary inconvenience. The access rights for the public shall be considered at all times, unless otherwise approved by the Engineer.

Safe and adequate pedestrian access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishment of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet, shall be maintained unless otherwise approved by the Engineer.

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

**7-10.2 Work Area Traffic Control**

**7-10.2.1 General.** Delete subsection in its entirety.

**7-10.2.3 Payment.** Replace entire subsection with the following:

Full compensation for complying with the submittal requirements, furnishing, placing and removing traffic control shall be per the Contract Unit Price for TRAFFIC CONTROL.

Add the following subsections:

**7-10.2.4 Minimum Requirements for Maintaining Traffic Flow.** The Contractor shall observe the following minimum requirements:

- a) Unless otherwise shown on the Traffic Control Plans, permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC cross gutter with spandrels and integral curb in order to allow traffic flow and not close a street. A minimum lane width of 14 feet shall be provided over the steel plating.
- c) At a minimum, the Contractor shall maintain one (1) ten (10) foot-wide lane open in each direction between the hours of 7:00 a.m. and 3:30 p.m. All travel lanes shall be kept open all other times.
- d) Any travel lane adjacent to the curb and within the work zone shall be, at a minimum, a twelve (12) foot-wide lane.
- e) Reduction in lane requirements may be afforded only with prior written approval from the Engineer.
- f) Traffic signs, flaggers, warning devices, safety traffic devices and, on select streets, electronic arrow boards for diverting and directing traffic shall be furnished, installed and maintained by the Contractor throughout the project.
- g) The Contractor must provide access through the work zone in non-working hours by means of temporary ramps. Open trenches shall either be covered by steel plates, or ramped with crushed miscellaneous base. No drop-off at either transverse or longitudinal joints shall be allowed at any time. Temporary ramps, including those for driveway access, shall be constructed with either crushed miscellaneous base or temporary asphalt, as appropriate, with a minimum of 1" to 12" slope in both longitudinal and transverse directions.

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

**7-10.2.5 Temporary Pavement Markings.** If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the Work site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

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

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

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

Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a **W20-1 "ROAD WORK AHEAD"** and **SC13 "DO NOT PASS"**.

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

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

**7-10.2.6 Temporary Pavement Markers/Delineation.** Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions of Section 12-3.01, of the Caltrans Standard Specifications. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from responsibility as provided in 7-10 of these Special Provisions.

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

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

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

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

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

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

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

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

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

**7-10.2.7 Temporary "No Parking" Signs.** The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

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

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

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

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

**7-10.2.8 Holiday Moratorium.** No reduction in lane widths on any major street shall be permitted during the CITY's holiday period construction moratorium, which begins on the Monday prior to Thanksgiving and ends on the Friday following New Year's Day. No traffic signal shall be out of operation for any period of time during said moratorium.

**7-10.2.9 Refuse Collection.** Refuse collection days are established and will not be changed. Consult the Engineer regarding the refuse collection schedule. The Contractor shall ensure streets and alleys affected by the work are accessible to the CITY's automated trash trucks on designated pick up days. In alleys, Contractor shall be responsible to provide and maintain access to large trash containers during the course of the work.

**7-10.2.10 Protection of Permanent Pavement Markings, Manholes, Valves.** The Contractor shall, in areas outside of the work zone, protect existing raised pavement markers, thermoplastic legends and markings. The Contractor shall cover and protect existing valve and manhole covers, utility caps, and similar items from damage. Prior to the application of the slurry seal or cape seal the Contractor shall remove by method of wet sandblasting any existing thermoplastic or painted pavement legend or marking within the limits of work.

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

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

**7-10.5.3 Steel Plate Covers.** Replace the entire subsection with the following:

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

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

Steel plate bridging and shoring shall be installed using either the following Method (1) or Method (2):

**Method (1)** (For speeds more that 45 mph – Van Ness Avenue, Sepulveda Boulevard, Crenshaw Boulevard and 182<sup>nd</sup> Street)

The Pavement shall be cold planed to a depth equal to the thickness of the plate and width and length equal to the dimensions of the plate.

**Method (2)** (For speeds 45 mph or less)

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

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

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

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
10"	1/2"
1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 1/4"

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

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

Add the following subsection:

**7-10.6 Street Closures, Detours, Barricades.**

In addition to the requirements of this subsection, the Contractor shall conform to the requirements for street closures, detours, and barricades as stipulated in the Special Provisions. However, deviations from the requirements stipulated in the Special Provisions may be permitted upon written approval of the Public Works Director when such deviations are in the best interest of the City.

The Contractor shall notify the Engineer at least ten (10) working days in advance of closing or partially closing any street or alley and comply with their requirements. In addition, the Contractor shall notify the Torrance Police Department-Traffic Division at (310) 618-5557 and Torrance Fire Department at (310) 781-7042 at least two (2) working days in advance of such closing.

It shall be the Contractor's responsibility to allow passage of the Torrance Transit System coaches through the construction area at all times. The Contractor shall notify the Torrance Transit Department at (310) 618-6266 at least 48 hours prior to construction affecting bus stop zones to allow said Transit System to temporarily abandon and relocate bus stop zones within the construction area.

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

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

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

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

## **SECTION 9 - MEASUREMENT AND PAYMENT**

### **9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.**

**9-1.2 Methods of Measurement.** Add the following subsections:

#### **9-1.2.1 Payment for Labor and Materials.**

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

#### **9-1.2.2 Measurement and Payment**

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. Costs for mobilization/demobilization shall be included in the unit price bid for MOBILIZATION.

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

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

### **9-3 PAYMENT.**

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

For each progress estimate, 5 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition, 125% of the amount of unreleased "STOP" Notices will be withheld.

Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice.

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

Contractor and Engineer.

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

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

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

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

Add the following subsection:

**9-3.5 Noncompliance with Plans and Specifications.**

Failure of the Contractor to comply with any requirement of the Project Quantities, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in

suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

Add the following section:

**9-4 CLAIMS.**

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

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

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

## **PART 2 - CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS**

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

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

Untreated base for pavement, curb, gutter, cross gutters, bus pads, hardscape and other improvements shall be either Crushed Aggregate Base conforming to 200-2.2 or Crushed Miscellaneous Base conforming to 200-2.4.

### **SECTION 201- CONCRETE, MORTAR, AND RELATED MATERIALS**

#### **201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS**

**201-3.4 Type “A” Sealant (Two-Part Polyurethane Sealant).** Add the following:

The sealant shall be gray in color.

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

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

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

Asphalt concrete shall be Type Class B-PG-64-10 for the base courses and C2-PG-64-10 for surface courses.

### **SECTION 210 – PAINT AND PROTECTIVE COATINGS**

#### **210-1 PAINT**

Add the following subsection:

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

###### **210-1.6.1. General.**

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

###### **210-1.6.2. Thermoplastic Paint, State Specifications.**

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

Add the following subsections:

###### **210-1.7 Test Reports and Certifications**

At the time of delivery of each shipment of material, the Contractor shall, upon request, deliver to

the Engineer certified copies of manufacturer's test report. The test report shall indicate the name of manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. The test report shall be signed by an authorized representative of the manufacturer. The certified test reports and the testing required in connection therewith shall be at no cost to the CITY.

## **SECTION 212 – WATER AND SEWER SYSTEM VALVES AND APPURTENANCES**

**212-10.6 METER BOXES.** Replace this section with the following:

The Contractor shall furnish water meter boxes as follows:

**3/4", 1" Meters:** Per City of Torrance Standard T 703.

**1-1/2", 2" Disc or Turbine Meters:** Per City of Torrance Standard T 704.

## **SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

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

### **85-1.05 RETRO-REFLECTIVE PAVEMENT MARKERS**

**85-1.055 Adhesives.** Add the following:

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

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

# PART 3 - CONSTRUCTION METHODS

## SECTION 300 – EARTHWORK

### 300-1 CLEARING AND GRUBBING.

#### 300-1.3 Removal and Disposal of Materials.

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

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

- 1) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 2) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- 3) The Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.

The limits for sidewalk, curb and gutter and driveway shown in the Project Quantities are approximate. The actual removal and/or construction limits shall be as marked and/or directed by the Engineer in the field.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the Pre-Construction Meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

##### 300-1.3.2 Requirements.

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

Add subparagraphs (d) and (e):

- (d) **Trees.** The City maintains a tree conservation policy. Unless otherwise shown, all trees are to be protected in place. Demolition and destruction of trees and tree parts, including trunks, branches and foliage, shall be limited to tree removals as shown on the Plans. Root pruning and removals shall be limited to the minimum required to construct new improvements where trees are to be conserved.

The Engineer shall place a visible removable "tag" on each tree proposed to be removed at least five (5) work days and no earlier than ten (10) work days prior to removal. Said "tag" is intended to give adjacent residents proof of trees to be removed or saved. Tags shall be on the sidewalk side of trees and located at least five feet (5') above ground.

The Contractor shall remove only trees that have been marked by the Engineer for removal. Trees shall be removed in a workmanlike manner so as not to injure other standing trees, plants, and improvements which are to be preserved.

Stumps shall be ground down three feet (3') below ground surface within five (5) feet of the center of the stump. All surface roots shall be removed within the parkway.

The Contractor shall conform to the following requirements:

- 1) The cutting down or removal of trees is prohibited after the prescribed working hours unless permission is granted by the Engineer.
- 2) All debris from pruning or removing a tree shall be cleaned up and hauled away from the Work site on the same day that the tree is cut or pruned. Firewood-size logs may be left neatly piled for residents to pick up for no longer than three (3) days.
- 3) All holes created from removal of tree stumps shall be backfilled and graded to finish level by the end of the workday.
- 4) Sprinkler systems disrupted by the Contractor shall be capped or restored by the end of the workday. Capped systems shall be restored to original working condition within three (3) days.

- (e) **Miscellaneous Removals and Relocations.** This work shall include all removals not specifically listed in the Bid Schedule or otherwise covered by these Specifications, and all necessary relocations and restorations of walls, fences, plants, hardscape, signs and other items, whether shown in the Project Quantities or not, and as necessary to complete the improvements. A lump sum bid of \$10,000 is included in the Bid Schedule for this work.

Add the following section:

### **300-1.3.3 Construction and Demolition Debris Recycling.**

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

#### **Definitions.**

Shall be as defined in the TORRANCE MUNICIPAL CODE, DIVISION 4, CHAPTER 3, ARTICLE 8 (or Section 43.8.1).

## RECYCLING SUMMARY.

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

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

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

## PAYMENT.

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

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

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

- a) **Bituminous Pavement.** There shall be no separate payment for removal of bituminous pavement, and all costs related thereto shall be considered as included in the Contract Unit Prices for the items of work for which the removal is required.
- b) **Concrete Pavement, Cross-Gutters and Alley Intersections.** Payment for removal and disposal of concrete cross-gutters, shall be included in the Contract Price for the appurtenant items of work and shall include sawcutting, complete removal of adjacent pavement and subgrade (within 1-foot of the proposed gutter), underlying subgrade and base, disposal, subgrade preparation and compaction, disposal, and all labor and equipment necessary to complete the required removal.
- c) **Concrete Curb, Walk, Gutters and Driveways.** Payment for removal and disposal of concrete curb, curb and gutter, sidewalk, access ramps and driveways shall be included in the Contract Unit Price for the appurtenant items of work. Removals shall include sawcutting, complete removal of adjacent pavement and subgrade (within 1-foot of gutter) root pruning, complete removal of underlying subgrade and base, subgrade preparation and compaction, disposal, and all labor and equipment necessary to complete the required removal.

- d) **Trees.** Payment for tree and stump removals and disposal shall be per the Contract Unit Price and shall include all work involved in tagging, cutting and complete removal of trunks, branches, stumps and roots to a depth of 3 feet below existing grade, excavation, hauling, disposal, backfilling tree wells, restoration and replanting of removal areas; and other appurtenant work.
- e) **Miscellaneous Removal and Relocations.** Payment for miscellaneous removals and relocations shall be per the Contract Unit Price, and shall include full compensation for excavation, backfilling, grading, trimming plants, import if required, placing of top soil, disposing of surplus material and appurtenant work.
- f) **Painted Curb.** There is no separate payment for removal of paint on concrete curb. Full compensation for furnishing all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions shall be included in the contract unit price for traffic striping, markings and pavement markers.

### **300-2 UNCLASSIFIED EXCAVATION.**

#### **300-2.2 Unsuitable Material.**

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

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

Payment for unsuitable material excavation and CMB backfill shall be measured and paid for as Remove and Dispose of Unclassified Material and Install CMB as Directed by Engineer. An allowance of 1,000 cubic yards of unclassified material is provided in the Bid Schedule.

##### **300-2.9 Payment.** Add the following:

Payment for unsuitable material excavation and CMB backfill shall be measured and paid for as Remove and Dispose of Unclassified Material and Install CMB as Directed by Engineer. An allowance of 1,000 cubic yards of unclassified material is provided in the Bid Schedule.

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

### **301-2 UNTREATED BASE.**

#### **301-2.1 General.** Add the following:

Base is required under all PCC and AC improvements as shown on the Plans. Additional base may be required after review of work areas following removals. Prior to constructing new improvements, the Contractor shall verify with the Engineer that the base sections as shown on the Plans (including areas where no base is called for) are adequate. Payment for any changes shall be made pursuant to Section 3.

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

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

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

## **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

### **303-1 CONCRETE STRUCTURES**

#### **303-1.8 Placing Concrete**

**303-1.8.10 Payment** Add the following:

Payment for INSTALL TYPE “A” JOINT SEALANT (GRAY) shall be at the Contract Unit price per Linear Foot and shall include the cleaning and removal of all old joint material, installing expansion joint filler and primer, installation of sealant and shall be full compensation for all labor, equipment and materials.

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

#### **303-5.1 Requirements.**

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

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

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

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

#### **303-5.5. Finishing**

**303-5.5.2 Curb** Add the following:

Unless otherwise approved by the Engineer, the entire affected concrete curb, gutter, cross-gutter, or spandrel portion shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the affected area to be removed. Where applicable, the contractor shall reconstruct this one (1) foot wide section with a 2-inch thick section of AC pavement (C2-PG-64-

10) over a 6-inch thick section of 1-sack cement and sand slurry mix over an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base.

For concrete curb and gutter work located in a spandrel, sawcut spandrel to a distance of six inches (6") minimum from the flow line of the gutter to be removed. The Contractor shall reconstruct the spandrel to match the existing spandrel portion to remain and be on eight inches (8") of untreated Base. No extra payment will be allowed for the PCC spandrel construction.

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

Unless otherwise approved by the Engineer, the entire affected curb and gutter portion shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the PCC gutter. Where applicable, the contractor shall reconstruct this one (1) foot wide section with a 2-inch thick section of AC pavement (C2-PG-64-10) on a 4-inch thick section of 1-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base. No extra payment will be allowed for the PCC spandrel construction.

PCC Access Ramps shall be constructed at locations shown on the Plans and per the 2012 Standard Plans for Public Work Construction STD 111-5, included in the Appendicies.

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

**Detectable Warning Surface.** Access ramps shall have a single piece prefabricated detectable warning surface with dimensions of 36-inches (perpendicular to curb) by 48-inches wide (along curb) installed in accordance with the 2012 Standard Plans for Public Work Construction 111-5 and comply with the requirements of the Americans with Disabilities Act (ADA). Detectable warnings shall consist of raised truncated domes with a base diameter of nominal 0.9 inches, a top diameter of nominal 0.45 inches, a height of nominal 0.20 inches and a center-to-center spacing of nominal 2.35 in (60 mm). The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline.

The detectable warning surface shall be a Cast-In-Place Replaceable Tactile Warning Surface Tile. The color of the detectable warning surface shall be Dark Gray (Federal Color No. 36118) or as approved by the Engineer prior to installation. The detectable warning system is to be manufactured with materials that are fully recyclable. The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions. The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience or attachment. The warranty period shall begin on the date of acceptance of the Contract.

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

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

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

**303-5.7 Repairs and Replacements.** Add the following:

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

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

Payment for concrete curb or curb and gutter around new curb ramps (excluding integral curb and curb/gutter associated with driveways, alley intersections and cross-gutters) shall include all labor, work and materials necessary to construct joints and keyways, sawcutting, removal and disposal of existing materials, root pruning, subgrade preparation, base, formwork, concrete material, curing, protection, testing, reconstruction of adjacent 1' wide AC pavement, protection of existing trees, parkway restoration, maintaining/replacing existing curb drains, replacement of utility valve markings, and shall be per the Contract Unit Price each.

Payment for concrete curb or curb and gutter (excluding integral curb and curb/gutter associated with driveways, alley intersections and cross-gutters) shall include all labor, work and materials necessary to construct joints and keyways, sawcutting, removal and disposal of existing materials, root pruning, subgrade preparation, base, formwork, concrete material, curing, protection, testing, reconstruction of adjacent 1' wide AC pavement, protection of existing trees, parkway restoration, maintaining/replacing existing curb drains, replacement of utility valve markings, and shall be per the Contract Unit Price per linear foot.

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

Payment for concrete sidewalks shall include all labor, work and materials, sawcutting, removal and disposal of existing materials, root pruning, subgrade preparation, joints as shown in standard plans and construction details and shall include protection of existing trees, parkway restoration, restoring Portland Cement Concrete paving and base located on private property behind a newly constructed driveway apron, base, formwork, concrete material, curing, protection, testing, adjustments to match existing improvements, backfill, sign removal and relocation, and all other work necessary to construct the work complete in place and shall be per the Contract Unit Price per square foot.

Payment for driveways, and integral curbs along driveways shall include all labor, work and materials, sawcutting, removal and disposal of existing materials, joints as shown in standard plans and construction details, reconstruction of adjacent 1' wide AC pavement, subgrade preparation, base, formwork, concrete material, curing, protection, testing, adjustments to match existing improvements, and backfill, and shall be per the Contract Unit Price per square foot.

Payment for spandrels, and integral curbs along spandrels shall include all joints and keyways as shown in standard plans and construction details and appendices in these specifications, and shall include all labor, work and materials, sawcutting, removal and disposal of existing

materials, subgrade preparation, CMB, formwork, concrete material, curing, protection, testing, protection of existing trees, parkway restoration, and reconstruction of adjacent two (2) foot wide AC pavement, adjustments to match existing improvements and all other work necessary to construct the work in place and shall be per the Contract Unit Price per square foot.

Payment for patching shall be per the Contract Unit Price per square foot.

## **SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION**

Add the following section:

### **306-16 CURB DRAINS.**

The Contract Unit Prices for curb and gutter or sidewalk shall include full compensation for maintaining the curb drain complete in place. Said Contract Unit Prices shall include, but not be limited to, construction of the inlet and pipes or culvert, connections to existing pipes, and assurance that said outlet has positive drainage flow.

## **SECTION 310 - PAINTING**

### **310-5 PAINTING VARIOUS SURFACES.**

Use Sections 84-1 and 84-2 of the Caltrans Standard Specifications.

## **SECTION 84: TRAFFIC STRIPES AND PAVEMENT MARKINGS**

### **84-1 GENERAL** Add the following:

The Contractor shall restore paint red curb markings eliminated due to repair work. When street addresses painted on curb faces have been eliminated due to work associated with this contract, each street address shall be restored by painting on the face of new curb. Background shall be white in color and address numbers shall be black in color and 4 inches in height. Existing paint markings on curbs shall be removed prior to applying the new paint markings.

#### **84-1.01 Description.** Replace the first two paragraphs with the following:

This work shall consist of applying thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications and Special Provisions.

The thermoplastic material shall conform to the provisions of 84-2.02 of the Caltrans Standard Specifications.

#### **84-2.06 Payment.** Replace the entire subsection with the following:

Payment for restoring red curb, utility/valve markings, and Street Addresses removed as part of the contract work shall be per the Contract Unit Price and no additional payment shall be allowed therefore. The amount that shall be paid to the Contractor shall be the actual cost for furnishing all labor, materials, tools, equipment, and incidentals, necessary to complete the Work with the allowed mark-up or extra costs per these Specifications, except the Contractor shall be solely responsible for any fee charged to re-inspect rejected or incomplete work.

## **SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

Delete the entire Section 314 and replace with Sections 85-1.06, 85-1.07 and 85-1.09 of the Caltrans Standard Specifications.

**85-1.06 Placement.** Add the following:

The solid 4" white lines at intersections shall have a marker installed at each end. These markers shall be placed on the line.

Markers shall not be installed on bike lane striping.

**85-1.09 Payment.** Add the following:

There shall be no separate payment for pavement markers. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing pavement markings, complete in place, including adhesives and establishing alignment for pavement markers, as shown on the Plans, and specified in these Special Provisions shall be included in the Contract Unit Price for traffic striping and pavement markers as described in Section 84-2.06 of these Special Provisions.

Add the following Section 315 in its entirety.

## **SECTION 315 – INSTALLATION OF MISCELLANEOUS POTABLE WATER DISTRIBUTION SYSTEM MATERIALS**

### **315-10 Water Meter Boxes**

The Contractor shall replace water meter boxes as per the Appendices. The Contractor shall furnish the meter boxes to be replaced in accordance with Section 215-6 of these Special Provisions. The existing cast iron meter box lids shall be returned by the Contractor to the City Yard. Any meter boxes damaged by the Contractor's operations shall be immediately replaced at its expense.

**315-10.1 Payment.** Payment for REMOVE AND REPLACE WATER METER UTILITY COVERS AND ADJUST TO GRADE shall be per the Contract Unit Price and shall include the installation of new meter boxes, relocation and adjustment of meter boxes, repair of surrounding concrete driveway or sidewalk, returning cast iron meter box lids to the CITY Yard (located at 20500 Madrona Avenue, Torrance, CA 90503), and all appurtenant work.

## **PART 8 – LANDSCAPING AND IRRIGATION**

### **SECTION 800 – MATERIALS**

**800-1 LANDSCAPING MATERIALS.** Add the following:

All work specified in this section shall conform to the applicable requirements of ANSI Standard Z60.1-1980, "Nursery Stock," and to the rules and grading provisions adopted by the American Association of Nurserymen, Inc.

## **800-1.1 Topsoil.**

### **800-1.1.1 General.** Add the following:

Unless otherwise specified on the Plans or required by the Engineer, topsoil shall be Class "C" in accordance with the requirements of 212-1.1.4. Imported soil, if required, shall be Class "A" topsoil in accordance with the requirements of 212-1.1.2.

The Contractor shall provide an Agricultural Soil Suitability Report for topsoil to be furnished, and the requirements for fertilization and amendments as specified herein may be modified as necessary by the Engineer prior to start of the work of this section.

## **800-1.2 Soil Fertilizing and Conditioning Materials**

### **800-1.2.3 Commercial Fertilizer.** Add the following:

Commercial Fertilizer shall be 12-12-12 (N-P-K.) Slow release tablets, if used, shall be 12-12-12 (N-P-K).

### **800-1.2.4 Organic Soil Amendment.** Add the following:

Type I organic soil amendment shall be used. The Contractor shall supply the Engineer with a sample of the proposed amendment accompanied by a laboratory analytical analysis from a testing agency registered by the State, which states that the amendment complies with the specifications.

### **800-1.2.5 Mulch.** Add the following:

Bark mulch shall be shredded cedar, pine, or fir bark or equal commercial product. Typical mulch size shall be three inches by one-half inch (3" x ½"). Submit two (2) samples to the Engineer for approval prior to installation. The material shall be free of seeds, debris, and deleterious materials, and shall have a rich brown color when supplied.

## **800-1.4 Plants.**

### **800-1.4.1 General.** Add the following:

All plants furnished by the Contractor shall be true to type or name as shown on the Plans and shall be tagged in accordance with the standard practice recommended by the Agricultural Code of the State of California; however, determination of plant species or variety shall be made by the Engineer, whose decision shall be final.

All plants shall have been grown in nurseries that have been inspected by the governing authorities. Inspection of plant materials required by City, County, State, or Federal authorities shall be the responsibility of the Contractor, and it shall have secured permits or certificates prior to delivery of plants to site. Certificates of inspection shall be filed with the Engineer.

The Contractor shall obtain clearance from the County Agricultural Commissioner, as required by law, before planting plants delivered from outside the County in which they are to be planted. Evidence that such clearance has been obtained shall be filed with the Engineer.

Plants shall be subject to inspection and approval or rejection by the Engineer at place of growth and/or upon delivery to the site at any time before or during progress of the work. Inspec-

tions shall include:

- a) Quantity, quality, size, and variety;
- b) Ball and root condition;
- c) Latent defects and injuries resulting from handling, disease and insects;  
and
- d) Uniformity of plant materials.

The Contractor shall notify the Engineer forty-eight (48) hours before the delivery of plant material, so the plants can be inspected prior to planting.

The Contractor is responsible to coordinate contract growing any plant material that is not readily available at local nurseries. The Contractor shall research the availability of every plant at the beginning of the project to allow sufficient time to contract grow plant material for installation without delays. Contract grown plant material shall be grown to the size indicated on the plans and delivered to the site in a healthy and vigorous condition.

**800-1.4.2 Trees.** Add the following:

Prior to any tree removal, disturbances that cause bird nest abandonment and/or loss of reproductive effort (e.g. killing or abandonment of eggs or young) may be considered taking and are potentially punishable by fines and/or imprisonment, per the Migratory Bird Treaties Act of 1918 and the California Department of Fish and Wildlife Code. Avoiding violation of the taking provision generally requires that the project-related disturbances of active nests and territories be reduced or eliminated during the nesting cycle, typically beginning in Spring and ending in early Summer. The Contractor shall make every effort to protect all birds and nests within affected trees.

Before commencing work, the Contractor shall perform a visual inspection of the entire tree and shall check for any sign of bird nesting within the tree. Should there be any sign of nesting, the Contractor shall immediately notify the Engineer or assigned representative about the existing nest and shall jointly verify whether the nest is active or not. If the nest is inactive, the Contractor shall request for further direction from the Engineer or assigned representative prior to tree removal. If the nest is active, the Contractor shall not proceed with tree removal. The Engineer or assigned representative will notify the Contractor whether to re-visit the tree at a later date to confirm if the nest is still active and if removal of the tree is possible.

Trees shall be of the type and size as shown. Trunk caliper shall be a minimum of 2 inches. Tree locations shall be free of any obstructions (guy wires, etc.).

For single-trunk trees: the trunk shall be straight, slightly tapered at the crown, free of disfigurements or gnarls and well hardened off. The tree shall be free of disease and parasites. For multi-trunk trees: the trunk shall be well hardened off and the tree free of disease and parasites.

List of replacement trees:

<b>AREA 1: STREET</b>	<b>REPLACEMENT TREE</b>	<b>SIZE (Gallon)</b>	<b>Approx. # of Trees</b>
176 <sup>th</sup> St., 177 <sup>th</sup> St. Fonthill Ave & Kornblum Ave.	Australian Willow	15	21
175 <sup>th</sup> St.	Brisbane Box	15	2
Ainsworth Ave.	Chinese Pistache	15	1
176 <sup>th</sup> St.	Eastern Redbud	15	1
<b>AREA 2: STREET</b>	<b>REPLACEMENT TREE</b>	<b>SIZE (Gallon)</b>	<b>Approx. # of Trees</b>
177 <sup>th</sup> St., 179 <sup>th</sup> St. & Gramercy Pl.	Aristocrat Pear	15	4
177 <sup>th</sup> St., & 178 <sup>th</sup> St.	Magnolia St Mary	15	26
179 <sup>th</sup> St., 180 <sup>th</sup> St., Casimir Ave., Gramercy Pl & Wilton Pl.	Crape Myrtle	15	10
<b>AREA 3: STREET</b>	<b>REPLACEMENT TREE</b>	<b>SIZE (Gallon)</b>	<b>Approx. # of Trees</b>
Carson St, Ellinwood Dr. & Vicky St.	Aristocrat Pear	15	24
Lenore St.	Brisbane Box	15	5
Evalyn Ave & Steveann St.	Chinese Pistache	15	41
Anza Ave & Carson St.	Magnolia St. Mary	15	4
Lillian St & Ruby St.	Strawberry Tree	15	25
Reynolds St., & Scott St.	Water Gum	15	15
Lee St., & Palos Verdes Blvd.	Western Redbud	15	16

### 800-1.5 Headers, Stakes, and Ties

**800-1.5.3 Tree Stakes.** Replace the first paragraph with the following:

Tree stakes shall be either 2-inch diameter lodge pole pine, treated with copper nanthanate or pressure treated with chromated copper arsenate, or galvanized steel pipe, per 308-4.6.1 (Method A) and City of Torrance Standard Plan No. T401.

Add the following:

Tree ties shall be a commercially manufactured tie, split plastic hose with a minimum length of twenty inches (20"). Split plastic hose ties shall be "Cinch-tie" by V.I.T. or approved equal.

Add the following section:

#### **800-1.5.4 Tree Trunk Protector**

Tree trunk protector shall be a minimum of 9-inches tall and shall be Arborgard or approved equal.

### **800-2 IRRIGATION SYSTEM MATERIALS**

#### **800-2.1 Pipe and Fittings**

**800-2.1.1 General.** Replace the entire subsection with the following:

Irrigation pipe materials and fittings shall be as designated on the Plans and shall comply with 800-2.1.3.

Add the following subsection:

**800-2.1.6 Swing Joint Risers.** Risers shall be ¾ inch double swing type per APWA Standard Plan No. 517-3 modified to allow substitution of Schedule 80 PVC for galvanized steel pipe and 4" minimum nipples. At the sole discretion of the Engineer, swing pipe per Rainbird Model SP-100 or approved equal may be substituted for swing joint risers.

#### **800-2.2 Valves and Valve Boxes.**

**800-2.2.4 Remote Control Valves.** Add the following:

Electric Remote Control Valves shall be Bermad, 710 series, FVM or approved equal.

**800-2.2.6 Quick-coupling Valves and Assemblies.** Add the following:

Quick couplers shall be Rainbird Model No. 33D-LRC or approved equal.

**800-2.2.7 Valve Boxes.** Replace the entire subsection with the following:

Valve boxes shall be made of durable green plastic with locking lids in accordance with APWA Standard Plan No. 506-3. Boxes shall be sized to give maintenance freedom and access. All valve box lid locks shall use a common key.

**800-2.3 Backflow Preventer Assembly.** Add the following:

The backflow preventer shall be FEBCO Model No. 825Y or approved equal conforming to the requirements of Los Angeles County Department of Health Services.

**800-2.4 Sprinkler Equipment.** Add the following:

The full-circle, part-circle or rectangular spray nozzles shall be capable of meeting the requirements for the area or radius shown on the Plans. The pop-up sprinklers shall be Toro, Series 640 or approved equal. Spray plastic nozzles shall be Toro, Series 570 Stream Spray Nozzles or approved equal. Bubbler heads shall be Toro, Series 570 Flood Bubbler Nozzles or approved equal.

Add the following subsection:

**800-2.5 Pressure Relief Valve.** Pressure Relief Valve shall be Cash Acme Model No. F-72 or

approved equal; and shall be set at 125 psi.

### **800-3 ELECTRICAL MATERIALS**

#### **800-3.2 Conduit and Conductors.**

##### **800-3.2.2 Conductors.** Add the following:

Neutral Wires: (White (#12 AWG). Do not interconnect neutral wires between controllers.

Spare Wires: Two (2) red and one (1) white spare wires (#12 AWG) shall be run in each direction from furthest valve of furthest valve manifold on each mainline run to each controller.

Loop 36-inch excess wire into each single valve box and into one valve box in each group of valves.

Pilot wires: (14 AWG) or larger as recommended by controller manufacturer for the corresponding run distance. Contractor shall field verify run distances prior to installation.

Wireless Connections: Neutral, pilot, and spare wires shall be installed with two-foot (2') excess coiled wire length at each end enclosure, valve box or pull box. For low voltage installations, a continuous wire shall be used between the controller and remote control valves. Each and every wire splice shall be soldered (using 60-40 solder) together, then encased in the waterproofed epoxy of the "Scotch-Pac" or "Pen-Tite" connectors. Wire splices shall be made only in valve or pull boxes. Under no circumstances shall splices exist without prior approval from the Engineer.

Add the following subsections:

**800-3.4 Controller Enclosure.** The enclosure shall be per the irrigation legend on the irrigation drawings.

**800-3.5 Hydraulic Tubing.** Hydraulic tubing shall be ¼ inch polyethylene tubing, Toro Model 900-14 or approved equal. Splicing shall be with waterproof plastic coupling devices, Toro Model 900 or approved equal. The Contractor shall remove all damaged tubing and all tubing that has interior deposits resulting from Contractor's construction activities.

## **SECTION 801 – INSTALLATION**

### **801-2 EARTHWORK AND TOPSOIL PLACEMENT.**

#### **801-2.1 General.** Add the following:

The landscape work shall not begin until all other trades have repaired all areas of settlement, erosion, rutting, etc., and the soils have been re-established, recompact and refinished to final grades. The Engineer shall be notified of all areas where the landscape work is prevented from being executed.

Surface drainage shall be provided by modeling the surfaces to facilitate the natural run-off of water. Low spots and pockets shall be filled with topsoil and graded to drain properly.

#### **801-2.2 Topsoil Preparation and Conditioning**

**801-2.2.1 General.** Substitute Class A with Class C in the first sentence of the first paragraph.

Add the following:

Before soil preparation operations are started in any area, the Contractor shall remove and dispose of all trash and any other debris on the surface of the ground.

Mowing and spraying operations shall be performed in all areas throughout the limits of the landscape portion of the Work. The sequence of operations shall be determined by the Engineer. Before applying any chemical spray material, the Contractor shall obtain from the Engineer written approval of the material to be used, the rate, and method of application.

Stolon-type grasses and weeds shall be killed by spraying with an approved weed control chemical. Other weeds shall be mowed as close to the ground as possible. Such weeds or grasses shall be removed by grubbing prior to cultivating.

Any weed growth which subsequently appears shall be killed by additional spraying before the weeds exceed two (2) inches in height. At the time of planting, each area to be planted shall be free of living weeds of any height.

The Contractor immediately shall remove and dispose of mowed weed growth and all other debris generated by clearing and grubbing when so directed by the Engineer.

**801-2.2.2 Fertilizing and Conditioning Procedures.** Add the following:

The conditioning material per 1000 square feet shall be:

- a) Four (4) cubic yards nitrogen stabilized organic amendment derived from redwood, fir or cedar sawdust.
- b) Fifteen (15) lbs. 12-12-12 commercial fertilizer.
- c) Fifteen (15) lbs. soil sulfur.

The Contractor shall apply post-plant fertilizer at the rate of twenty pounds (20 lbs.) per 1,000 sq. ft., thirty (30) days after planting and once again at the end of the post-construction maintenance period.

**801-2.3 Finish Grading.** Replace the second paragraph with the following:

The finish grade below adjacent paving, curbs or headers shall be one inch in lawn areas and three inches in shrub or groundcover areas.

## **801-4 PLANTING**

**801-4.1 General.** Add the following:

Planting work shall not begin until the area's irrigation system has been installed, operational and passed inspection.

Inspection and approval of specimens shall be required before delivery to site; all others on delivery. Any plants rendered unsuitable for planting because of this inspection shall be considered as samples and shall not be paid for. In case the sample plants inspected are found to

be defective, the Engineer reserves the right to reject the entire lot or lots of plants represented by the defective samples. Rejected plants shall be removed from the site immediately. Random samples will be inspected for root condition.

All plants shall be true to name, and one of each bundle or lot shall be tagged with the name and size of plants, in accordance with the standards of practice recommended by the American Association of Nurserymen. The root condition of plants furnished in containers shall be determined by removal of earth from the roots of not less than two (2) plants, nor more than 2 percent (2%) of the total number of plants of each species or variety, except when container-grown plants are from several different sources; in which case, the roots of not less than two (2) plants of each species or variety from each source shall be inspected by the Engineer at his option. The selection of plants to be inspected will be made by the Engineer.

All plants of the same species and container size (i.e., the same specification) shall be uniform in size and shape and at the same stage of growth to the satisfaction of the Engineer.

All plants shall be fully acclimated and in an active growing state.

The Contractor shall remove all lateral growth that is not acceptable and/or shape all plants to the satisfaction of the Engineer.

All plants shall be full-sized and shall have root systems at a fully developed state within the container.

Hair roots should extend to the edge of the container. No plant shall be root-bound. Root balls may require scarification to the satisfaction of the Engineer.

No boxed, balled or canned plants shall be planted if the ball is broken or cracked, whether before or during the process of planting. Any plant transplanted by the Contractor that dies or has bark, branch or die-back injury shall be replaced at the Contractor's expense with an equal plant to the satisfaction of the Engineer.

Before plants are transported to the planting area, they shall be properly pruned or cut back to reduce damage by wind and to force lateral growth.

No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Plants should not be allowed to dry out, nor shall any roots be exposed to the air except during the act of placement. Any plant that, in the opinion of the Engineer, is dry or in a wilted condition when delivered or thereafter, whether in place or not, will not be accepted and shall be replaced at the Contractor's expense.

All inspections herein specified shall be made by the Engineer. The Contractor shall request inspection at least 48 hours in advance of the time inspection is required. Inspection shall be required on the following stages of the work:

- a) During preliminary grading, soil preparation, and initial weeding.
- b) When plants are spotted for planting, but before planting holes have been excavated.
- c) When finish grading has been completed.
- d) When all specified work, except the maintenance period has been completed.
- e) Final inspection at the completion of the maintenance period.

The Contractor's failure to obtain inspection will extend the start and/or finish of the maintenance period as applicable, unless otherwise agreed to in writing by the Engineer.

**801-4.5 Tree and Shrub Planting.** Replace the fourth paragraph with the following:

All planting holes shall be backfilled with a prepared soil mix conforming to the following requirements:

- 4 parts by volume nitrogen-stabilized organic amendment
- 6 parts by volume on-site soil\*
- 1 lb. 12-12-12 commercial fertilizer per cubic yard of mix
- 2 lbs. iron sulfate per cubic yard of mix

\*from area(s) approved by Engineer

The materials shall be thoroughly mixed to the bottom of the pit so that they are evenly distributed and without clods or lumps. Backfill shall be so placed in the pits that the plant will be at its natural growing height and the backfill material will be level one inch below surrounding soil after settlement.

Fertilizer planting tablets (twenty-one (21) gram size and shall be placed with each plant at the following rates:

- One (1) tablet per one (1) gallon container;
- Two (2) tablets per five (5) gallon container;
- Four (4) tablets per fifteen (15) gallon container;
- Eight (8) tablets per 24" box container
- One (1) tablet per each three inches (3") of box size greater than 24".

Center plant in pit or trench on slight pedestal. Face plants with fullest growth into prevailing wind. Set plant plumb and hold rigidly in position until soil has been tamped firmly around ball or roots. Position the plant in the hole and backfill no higher than halfway up the root ball. If required, place the recommended number of tablets evenly around the perimeter of, and immediately adjacent to, the root ball at a depth which is between the middle and the bottom of the root ball. Complete the backfilling, tamp (eliminating all air voids) and water. Do not pack.

Except for street trees, construct a berm 4" above finish grade, extending 4" to 6" beyond edge of root ball, forming a watering basin with a level bottom around each plant. After a minimum of 2 days soaking and the regular irrigation system is operating, the berm area shall be smoothed to finish grade.

**801-4.8 Lawn Planting**

**801-4.8.2 Seed.** Add the following to Method B.

Prior to the application of hydro-mulch, the fine grading of all lawn areas shall be inspected and approved by the Engineer. Seedbeds shall be treated with 5% Dieldrin in granular form at the rate of 3 1/2 pounds per 1000 square feet and lightly watered. After 24 hours (minimum) have elapsed, the seedbeds shall be prewetted prior to hydroseeding and shall be kept continually moist after hydroseeding.

All equipment used to apply hydromulch shall be subject to the approval of the Engineer. The equipment shall have a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry containing not less than 40 lbs. of fiber mulch plus a combined total of 7 lbs. fertilizer solids for each 100 gallons of water.

Hydraulic spray nozzles shall provide a continuous non-fluctuating discharge. The slurry tank shall have a minimum capacity of 1,500 gallons and shall be mounted on a traveling unit, either self-propelled or drawn by a separate unit, which will place the slurry tank and spray nozzle within sufficient proximity to the areas to be seeded.

The slurry preparation shall take place at the site of Work and shall begin by adding water to the tank when the engine is at half throttle. When the water level has reached the height of the agitator shaft, good re-circulation shall be established and at this time the seed shall be added. Fertilizer shall then be added to the mixture after the seed and when the tank is at least one-third filled with water.

The engine throttle shall be opened to full speed when the tank is half filled with water. All the wood pulp mulch shall be added by the time the tank is two-thirds to three-fourths full. Spraying shall commence immediately when the tank is full.

Spray the area with a uniform visible coat using the dark color of the cellulose fiber or organic amendment as a visual guide. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. It is important to ensure that all of the components enter and mix with the soil.

All slurry mixture which has not been applied within four (4) hours after mixing shall be rejected and removed from the Work at the Contractor's expense.

Special care shall be exercised by the Contractor to prevent any of the slurry from being spilled or sprayed anywhere except onto areas to be hydroseeded. Any spillage or overspray immediately shall be removed by and at the expense of the Contractor to the satisfaction of the Engineer.

Seed shall be applied at a minimum rate of five (5) pounds per 1000 square feet.

If complete and full germination is not obtained within 14 days, the Contractor shall hand seed with the same seed mixture and top dress with nitrohumous and redwood soil amendment all areas designated by the Engineer.

Add the following subsections:

#### **801-4.10 Parkway Trees**

**801-4.10.1 General.** The CITY maintains a tree conservation policy. The Contractor is required to assist the CITY in its efforts to conserve trees.

The Contractor shall be required to provide a Consulting Arborist (CA) to review and guide its operations that may impact trees to remain. The CA shall be required to have Certification as an Arborist by the International Society of Arboriculture (217-355-9411), unless otherwise approved by the Engineer.

The CA shall inspect all work locations and assess the impact of construction on existing trees to remain. If the CA determines that destructive impact is likely, Contractor is required to modify its operations to reduce the likelihood of damage to the fullest extent feasible. Contractor shall be responsible to schedule its operations in a manner that will permit the CA to view areas after removals and prior to construction, as necessary.

The CA shall spot-check representative operations and modifications employed to protect existing trees. A preliminary identification of trees that may potentially be impacted has been made by the Engineer. The CA shall check these and other locations to assure adequate protective

measures are taken.

There shall be no separate payment for the services of the CA. All costs for the CA shall be included in the prices bid for appurtenant work.

**801-4.10.2 Conservation Methods.** Manual operations shall be employed for the removal of sod and soil to establish a finished grade within 4 feet of existing trees to remain.

Tree root systems must remain adequate to withstand heavy windstorms.

Construction equipment, materials, sand, soil, gravel, or other material shall not be placed, parked or stored on the surface of any unpaved areas within the driplines (outermost reach of branches) of street trees. No chemicals, rinstates, or petroleum products shall be deposited within the driplines of street trees.

**801-4.10.3 Root Barrier and Pruning.** Roots shall be pruned immediately adjacent to the edge of the sidewalk and the back of curb. Cuts shall be 7.5-inches adjacent to sidewalk and 18-inches deep adjacent to curb and gutter. The cuts shall extend 6 feet in each direction along the curb from the center of the tree trunk for a total length of 12 feet or as directed by the Engineer.

Root pruning equipment shall be specifically designed for this purpose, sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of the roadway or curbs.

Areas root pruned shall be backfilled with Class "C" topsoil either immediately upon completion of root pruning or upon completion of the adjacent work provided that adequate safety and warning devices are placed and maintained at each location.

The Contractor shall repair or replace all utility service connections and sprinkler systems within the right-of-way which are damaged or removed as a result of the root pruning operation. Repairs shall be initiated immediately upon the occurrence of damage or removal and completed by the end of each working day. Repairs and replacements shall be the equivalent of, or better than, the existing improvements in material, dimension, and function. All repairs shall be at the Contractor's expense and to the satisfaction of the Engineer.

Root sealer shall be approved by the Engineer a minimum of two (2) working days prior to the start of root pruning operations and shall be applied to all cut root areas which are larger than 50mm (2 inches) in diameter. The approved sealer shall be applied as soon as practical after the cuts have been made.

When constructing or replacing driveway approaches, roots shall not be cut by means of mechanical root cutting machines. If root removal is essential to driveway construction, roots shall be manually cut using hand implements with guidance from the CA.

Exposed tree roots shall be covered with mulch and watered from a period immediately following curb and gutter removal, until the area is backfilled following construction.

The root barrier shown in City of Torrance Standard Plan Nos. T401 and T402 is hereby deleted from this project.

**801-4.11. Payment.** Payment for providing prepared topsoil, furnishing and planting trees, shrubs, and plants shall be included in the lump sum Contract Unit Price for Landscaping and Irrigation.

The Contract Unit Price for Parkway Trees shall include full compensation to install the specified 24" box trees complete in place, as shown on the Plans and in accordance with these Special Provisions, including installation of the tree well, providing prepared topsoil, backfill, restoration of adjacent grass and parkway, and all appurtenant work.

## **801-5 IRRIGATION SYSTEM INSTALLATION**

### **801-5.1 General.** Add to the last paragraph:

The record drawings of the irrigation system shall show locations and depths of the following items:

- a) Points of connection.
- b) Routing of sprinkler pressure lines (dimension at a maximum of 100 feet along routing).
- c) All gate valves.
- d) Quick coupling valves.
- e) Rerouting of control wires.
- f) Other related equipment (as directed by Engineer).

The Contractor shall verify the water pressure available at the site before installation of the irrigation system to make sure there is adequate pressure to properly operate the irrigation heads and valves. If the pressure provided at Work site or any other Work condition will create problems that will prevent proper operation of the irrigation system, the Engineer shall be notified before commencement of any work. Minor additions and adjustments of heads, piping, and circuits shall be made at no additional cost to the CITY where it is necessary to make the irrigation system operate properly.

### **801-5.2 Trench Excavation and Backfill.** Subparagraph b) is amended as follows:

- b) Waterlines continuously pressurized – 36 inches (42 inches under roadways).

Subparagraph c) is amended as follows:

- c) Lateral sprinkler lines – 12 inches (30 inches under roadways).

### **801-5.3 Irrigation Pipeline Installation**

#### **801-5.3.1 General.** Add the following:

Trenching machines or other mechanical means of excavation shall not be used for excavation of trenches where such use may damage existing improvements. However, in any case, the Contractor will be held responsible for any damage to existing improvements caused by their operations and any damage so occurring shall be repaired to the satisfaction of the Engineer by and at the expense of the Contractor.

Trench excavation for pipelines shall be made on the alignments shown on the Plans. Unless otherwise shown, lateral water lines shall have a minimum cover of twelve inches (12") of soil.

Main water lines shall have a minimum cover of 36" of soil.

Irrigation pipe shall be installed in conformance with 308-5.2.3. Pipe flushing and pressure testing shall conform to 308-5.6.

At any location where irrigation pipe has less than 15" of cover due to interferences or other adjustments, the Contractor shall, at its own expense, provide a galvanized sleeve or other protection to the satisfaction of the Engineer. No extra costs shall be allowed for this protection.

Bedding material for irrigation piping shall be sand conforming to the requirements of 200-1.5.3 (minimum SE of 75) and 200-1.5.5.

Backfill material placed in the pipe trenches and immediately over electrical wiring shall be select material free from stones or other material that might damage the pipe or insulation on the conductors.

Backfill of irrigation pipe shall conform to 308-2.2.

Densification of bedding material shall be per 306-1.3.3.

All trenches shall be compacted to the same compaction as the adjoining area and finished flush with adjoining grades.

Unless otherwise directed by the Engineer, pressure piping shall be provided with PCC thrust blocks. Thrust blocks shall be constructed at the following places:

- a) Where pipe changes direction at fittings.
- b) Where pipe changes size.
- c) Where line terminates.
- d) Around gate valves (bottom half of valve in concrete; bolts exposed for change of top half).

**801-5.4 Installation of Valves, Valve Boxes, and Special Equipment.** Modify the second sentence of the fifth paragraph to read:

In lawn areas, such equipment shall be installed in valve boxes as described in 212-2.2.7 of these Special Provisions. Boxes shall be set level on 1 cubic foot (1'x1'x1') of gravel. The top of the box shall be set at grade where adjacent to pavement.

Add the following after the fifth paragraph:

Remote Control Valves shall be installed in accordance with APWA Standard Plans and manufacturer's specifications. Remote control valves shall be 6 inches to 8 inches below finished grade, measured to top of cross arm in "open" position, or as detailed on the Plans.

Master RCV shall be installed adjacent to and downstream of the cross connection preventer.

Pressure Relief Valves shall be installed as shown on the Plans in a locking valve box per 212-2.2.7 of these Special Provisions. Set for 125 lb. operation.

Add to the last paragraph.

Backflow devices shall be installed in accordance with the requirements set forth by the Uniform Plumbing Code, latest edition and latest supplements thereto, on GSP, wrapped and set in PCC per City of Torrance Standard Plan No. T711.

### **801-5.5 Sprinkler Head Installation and Adjustment**

**801-5.5.2 Location, Elevation, and Spacing.** Add the following to the first paragraph:

Any deviation to spacing and location of sprinkler heads shall be reported to the Engineer and have his approval before installation.

Add the following:

The Contractor shall coordinate the installation of all sprinkler heads, including pipe, with the Plans to avoid interfering with trees or other planting and/or permanent pavement.

No spray from sprinkler heads will be permitted to throw into public streets or onto walks, driveways or parking areas.

**801-5.10 Payment.** Irrigation systems that are damaged during sidewalk repair construction shall be repaired by the Contractor and no additional payment will be allowed therefore.

**801-6 MAINTENANCE AND PLANT ESTABLISHMENT.** Replace the entire subsection with the following:

The Establishment and Maintenance Period shall begin on the first day after all planting in this Work is completed and accepted, and shall continue thereafter until 90 calendar days have passed. Notify the Engineer at least seven (7) days in advance of completion. Failure by the Contractor to notify the Engineer will delay the start of the Establishment and Maintenance Period.

Should the Establishment and Maintenance Period be extended beyond the prescribed 90 calendar days because of rejection by the Engineer for whatever reason, the entire installation shall remain the responsibility of the Contractor unless otherwise determined by the Engineer. Any rejected material shall be replaced and the 90 calendar day Establishment and Maintenance Period shall be restarted from that time for the replaced material only.

All areas landscaped or restored under this Contract shall be maintained by the Contractor. The Contractor, without any expense to the CITY, shall weed the planted areas as needed and shall remove all accumulated debris from the landscaped areas as needed and/or as called for by the Engineer.

One month after planting, fertilize plants with 12-12-12 (N-P-K) commercial fertilizer at the rate of 3 level tablespoons per 5-gallon plant basin. The Engineer may require additional fertilization at each monthly interval.

Apply Iron Sequestrene as specified by the manufacturer immediately at the onset of any symptom of iron chlorosis. Repeat fertilization monthly for duration of maintenance period.

The above fertilization schedule may be revised by the Engineer if, in his/her opinion, optimal plant health and growth is not being obtained. The Contractor shall comply with all changes as directed.

The Contractor shall be responsible to provide adequate water to all plants without overwatering. Water conservation is mandated. The Contractor shall obtain approval from the Engineer for its proposed irrigation schedule and any changes thereto.

Any plant material found to be dead, missing, or in poor condition during the post-construction maintenance period, shall be replaced immediately at the Contractor's expense. The Engineer shall be the sole judge as to the condition of the material. Replacement shall be made to the same specifications required for the original plantings.

Add the following subsection:

**801-6.1. Payment.** Payment for Plant Establishment and Maintenance Period shall be on a lump sum basis per the Contract Unit Price. The Contract Unit Price shall include full compensation for all tools, materials, labor, equipment, water and incidentals to complete this work in accordance with the Plans and Special Provisions.

**801-7 PAYMENT.** Replace the entire section with the following:

The Contract Unit Price for restoring landscaping and irrigation shall include full compensation to restore the landscaping and irrigation systems (as detailed in this Section, including prepared topsoil) complete in place, excluding Plant Establishment and Maintenance.

Add the following section:

**801-8 GUARANTEE.** Add the following:

The Contractor shall guarantee all workmanship, materials and trees for a period of one (1) year.

The Contractor, without expense to the CITY, shall adjust all irrigation heads to their appropriate operational heights, shall adjust and clean or replace, if necessary, all irrigation heads so that the planting areas are properly covered and they shall be adjusted so as to prevent excessive overflow into the adjacent street right-of-way.

The CITY reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the CITY shall not relieve the Contractor of its responsibility under the terms of the Contract as herein specified.

Maintenance shall be done by qualified and experienced irrigation pipefitters.

All fifteen (15) gallon and larger trees installed under the contract shall be guaranteed to live and grow for one (1) year from the date of final acceptance of the contract work unless decline of the tree is specifically attributable to causes unrelated to installation, plant material quality, and the Contractor's maintenance practices.

All other plant material shall be guaranteed to live and grow for a period of ninety (90) calendar days from the date of final acceptance of the contract work unless decline of the plant material is specifically attributable to causes unrelated to installation, plant material quality, and the Contractor's maintenance practices.

During the guarantee period, should the Contractor fail to expeditiously replace dead plant material upon written notification by the Engineer, the City shall cause the work to be corrected and bill the actual costs incurred to the Contractor.

## **SECTION F**

### **FEDERAL REQUIREMENTS AND WAGE RATES FOR LOS ANGELES COUNTY**

Construction of this project will be financed, in part, with Federal funds. Accordingly, the successful Contractor shall refer to and compensate its employees at the minimum federal wage rates. In July 2009, a new Office Bulletin (DLA-OB 09-03 - Using the Internet for Federal Wage Rates) was posted on the State's Local Assistance "Publications" website at <http://www.dot.ca.gov/hq/LocalPrograms/public.htm>

During the advertising period, the applicable federal wage rates no longer need to be physically included in the advertising package for local agency Federal-aid contracts. However if not physically included in the advertising package, the applicable federal wage rates must be referenced with an Internet Website address where they can be found.

The City of Torrance hereby notifies prospective bidders that the applicable federal wage rates for this project can be found at

<http://www.dot.ca.gov/hq/esc/oe/federal-wages/>

Any revisions to the applicable federal wage rates, up to 10 days before bid opening, shall be identified by the issuance of an addendum with the corresponding Internet Website address of where the revisions can be found.

Impacts:

This Office Bulletin supersedes Chapter 12, Section 12.9 (Federal Wage Rates), Exhibit 12-D (PS&E Checklist), and Exhibit 12-E (PS&E Checklist Instructions) of the Local Assistance Procedures Manual.

**APPENDIX I**  
**PUBLIC WORKS AGREEMENT**

## **PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into as of DATE (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and CONTRACTOR NAME, TYPE OF ENTITY (“CONTRACTOR”).

### **RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **PROJECT NAME & BID NUMBER**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **PROJECT NAME & BID NUMBER** (the “NIB”); and
- C. CONTRACTOR has submitted a Bid (the “Bid”) in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### **AGREEMENT:**

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

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

#### **2. TERM**

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

#### **3. COMPENSATION**

- A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR’s Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$INSERT DOLLAR AMOUNT

("Agreement Sum"), plus a contingency of \$INSERT DOLLAR AMOUNT, if first approved in writing by the CITY.

B. Schedule of Payment.

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

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in

connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

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

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

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

#### 5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial

orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. RETENTION OF FUNDS**

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

**7. THE CITY'S REPRESENTATIVE**

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

**8. CONTRACTOR REPRESENTATIVE(S)**

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

REPRESENTATIVE 1  
REPRESENTATIVE 2

**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. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

**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 Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents.

Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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

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

**17. INSURANCE**

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

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

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.

- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**18. SUFFICIENCY OF INSURERS**

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

**19. CONFLICT OF INTEREST**

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

advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

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

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

CONTRACTOR:                      CONTRACTOR'S NAME AND ADDRESS

Fax: INSERT FAX NUMBER

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

with a copy to:

Attn: PROJECT MANAGER'S  
NAME  
Public Works Department  
City of Torrance  
20500 Madrona Avenue  
Torrance, CA 90503  
Fax: (310) 781-6902

- 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

BUSINESS OR INDIVIDUAL NAME  
TYPE OF ENTITY

\_\_\_\_\_  
Patrick J. Furey, Mayor

By: \_\_\_\_\_  
SIGNER, TITLE

ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachment: Exhibit A: Bid  
Revised: 12/11/14

# **EXHIBIT A**

## **Bid**



## Attachment B Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall

constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An

Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the

geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use

by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions

made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the

laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of

trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

"Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the

Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. Apprentices and Trainees (programs of the U.S. DOT).

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to

the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to

be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as

subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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

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

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**APPENDIX II**

**CITY OF TORRANCE PERMIT AND BUSINESS LICENSE**



City of Torrance, Community Development Department

# Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

## OWNER/APPLICANT INFORMATION

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

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

City/State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Evacuation permits will not be issued without USA LD. number.

Underground Service Alert  
Call 1-800/227-2600

USA LD. #: \_\_\_\_\_

## CONTRACTOR INFORMATION ON FILE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Workers Comp. #: \_\_\_\_\_

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

## JOB LOCATION/ADDRESS

*(or closest street address)*

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

\_\_\_\_\_

## DESCRIPTION OF WORK

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Lin/Ft Trench \_\_\_\_\_

Width of Trench \_\_\_\_\_

Lin/Ft Curb & Gutter \_\_\_\_\_

Lin/Ft Bore \_\_\_\_\_

Sewer Connection \_\_\_\_\_

Number of Curb Drains \_\_\_\_\_

Sq/Ft Asphalt \_\_\_\_\_

Sq/Ft Concrete \_\_\_\_\_

Sq/Ft Dirt \_\_\_\_\_

Work Order Number (for utility companies): \_\_\_\_\_

Applicant or Authorized Signature: \_\_\_\_\_

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



**NOTICE  
CITY OF TORRANCE  
COMMUNITY DEVELOPMENT DEPARTMENT/  
ENGINEERING DIVISION  
NEW INSURANCE REGULATIONS**

The City of Torrance Community Development Department/Engineering Division will be requiring proof of liability insurance from each contractor applying for a Construction & Excavation permit to work in the public right-of-way or in a public easement beginning October 1, 2001. Insurance shall cover contractor and vehicles used in the construction. The attached requirements dated September 20, 2001 will detail the insurance limits.

**All insurance certificates shall have an additional clause that states: *"The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer"* as additional insured.**

Contractors should bring in proof of insurance at the time of application for permit. For major companies that are self-insured, a letter stating this fact and signed by an officer of the firm will be acceptable. Annual insurance may also be kept on file for contractors working periodically within the City of Torrance.

If you have any questions, please contact the Engineering Division Permit Counter at 310-618-5898.

JEFFERY W. GIBSON  
Community Development Director  
City of Torrance

**EFFECTIVE 8/11/03**

8/11/03

CITY OF TORRANCE  
COMMUNITY DEVELOPMENT DEPARTMENT/  
ENGINEERING DIVISION

PERMIT APPLICATION FORM  
INSURANCE REQUIREMENTS

Any entity performing work on City streets, right-of-way, and property must comply with the following requirements.

1. TYPE OF INSURANCE

Any entity performing work must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

- General Liability including coverage for premises, products and completed operations, underground hazards, independent contractors, personal injury and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
- Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence AND; Primary Property Damage with limits of at least \$500,000 per occurrence, OR
  - Combined single limits of at least \$1,000,000 per occurrence.
- Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

2. CERTIFICATES

- Certificates or an attached endorsement must be provided that contains the following provisions:
  - The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
  - The insurance policies required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days written notice to the City.

3. FILING REQUIREMENTS

- Certificates of insurance and/or endorsements must be provided to the Community Development Department, Permits and Records Section, 3031 Torrance Blvd., Torrance, CA 90503, prior to the issuance of the permit.

4. ADDITIONAL REQUIREMENT

- Insurance required of any entity performing work will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City's Risk Manager.

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

<b>FOR OFFICIAL USE ONLY</b>	
1. LICENSE NO.	2. CATEGORY NO.
HOME OCCUPATION	HEALTH PERMIT
	S.I.C. CODE



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

303 I Torrance Boulevard, Torrance, California 90503 • 310/618-5828

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

3. BUSINESS NAME OR DBA		4. CORPORATE NAME (IF DIFFERENT FROM ABOVE)	
5. BUSINESS ADDRESS	CITY	STATE	ZIP
6. MAILING ADDRESS	CITY	STATE	ZIP
7. NATURE OF BUSINESS (state type of business being conducted at this location)		8. NO. OF PERSONS WORKING AT LOCATION	9. BUSINESS PHONE
10. NAME OF PERSON MAKING APPLICATION (include in owner, partner or corporate officer)		11. TITLE	12. HOME PHONE
13. RESIDENCE ADDRESS	CITY	STATE	ZIP
14. DRIVER'S LICENSE NO.	15. STATE SALES TAX NO.	16. PER. NO.	20. SSN NO.
17. SOCIAL SECURITY NO.	18. SQUARE FOOTAGE	19. BUSINESS INFORMATION	
<input type="checkbox"/> PARTNERSHIP NAMES OF OWNER, PARTNER, OR PRINCIPAL OFFICERS		<input type="checkbox"/> CORPORATION HOME ADDRESS	
<input type="checkbox"/> SOLE OWNERSHIP HOME PHONE			

I declare that I am the owner, partner, corporate officer or person with the power of attorney, and understand if all the information provided above is not the true the business license being applied for may be reviewed as outlined in section 31.9-10 of the Torrance Municipal Code.

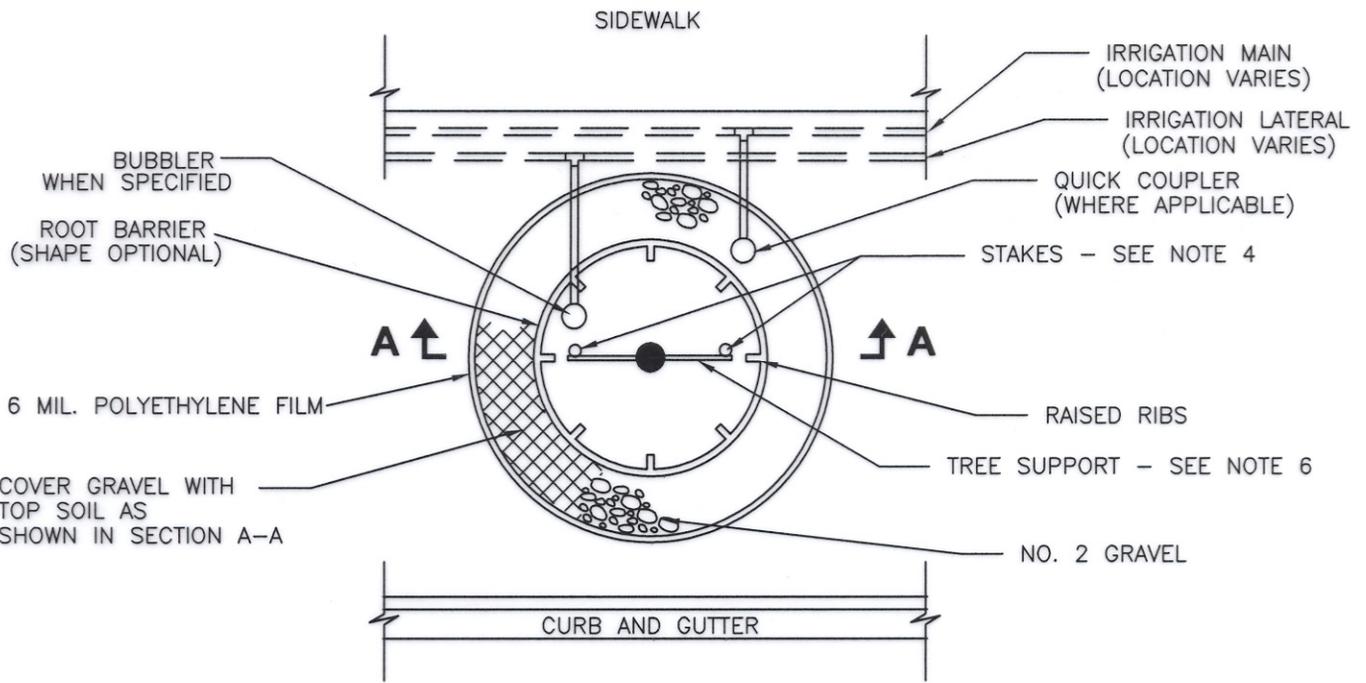
I am duly authorized to make this application and all of the information provided in this application is true and correct. The business will not provide any service, good or product which is illegal under Federal, State, or Local Laws. I declare under penalty of perjury that the foregoing is true and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

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

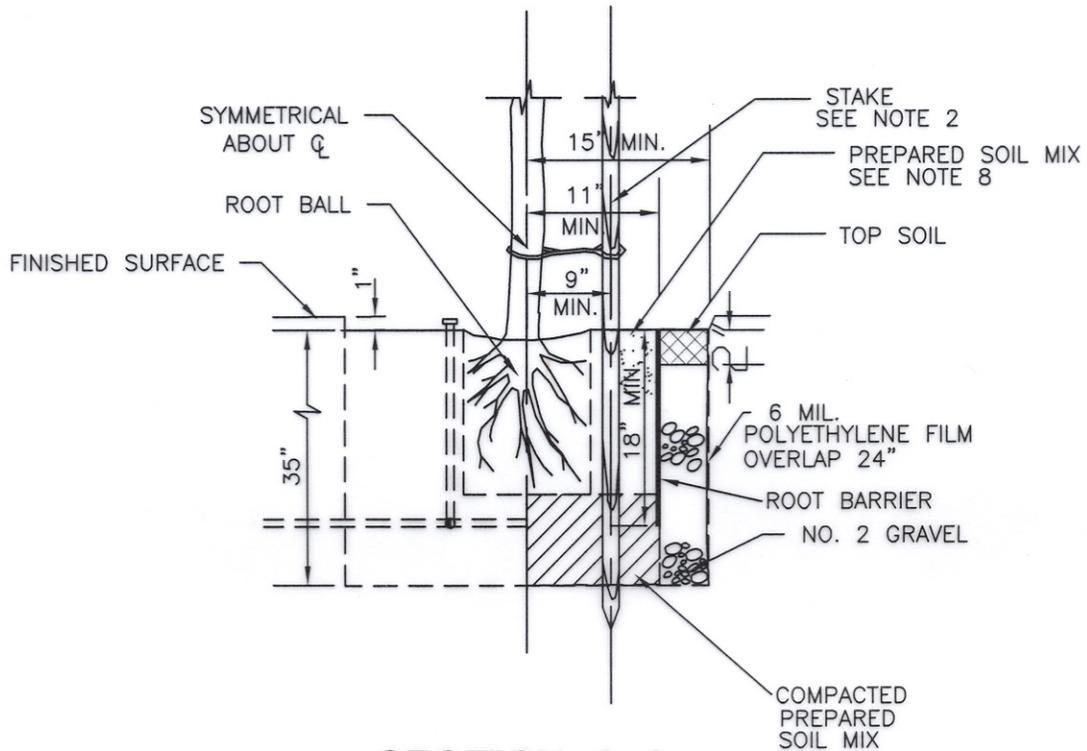
**PART II. FOR OFFICIAL USE ONLY**

BASIC FEE	APPLICATION FEE FOR CORRECT PROCESSING FEE	FILE RESP. FEE	OTHER
PER PERSON FEE	<input type="checkbox"/> YES <input type="checkbox"/> NO (initial rental)		
PENALTY FEE	<input type="checkbox"/> YES <input type="checkbox"/> NO	ENT. FEE	BANK/PAYOFF FEE
RECEIVED BY	DATE	CHECK NO.	CASH
			TOTAL AMOUNT \$

**APPENDIX III**  
**CITY OF TORRANCE STANDARD PLANS**



### TREE - DIRT PARKWAY



### SECTION A-A

CITY OF TORRANCE

DATE ISSUED

23 SEP 2009

TREE PLANTING

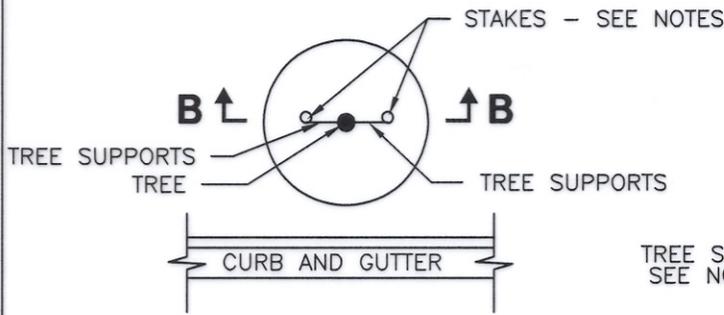
ROBERT J. BESTE  
PUBLIC WORKS DIRECTOR  
R.C.E. NO. 50737

STANDARD NO.

**T401**

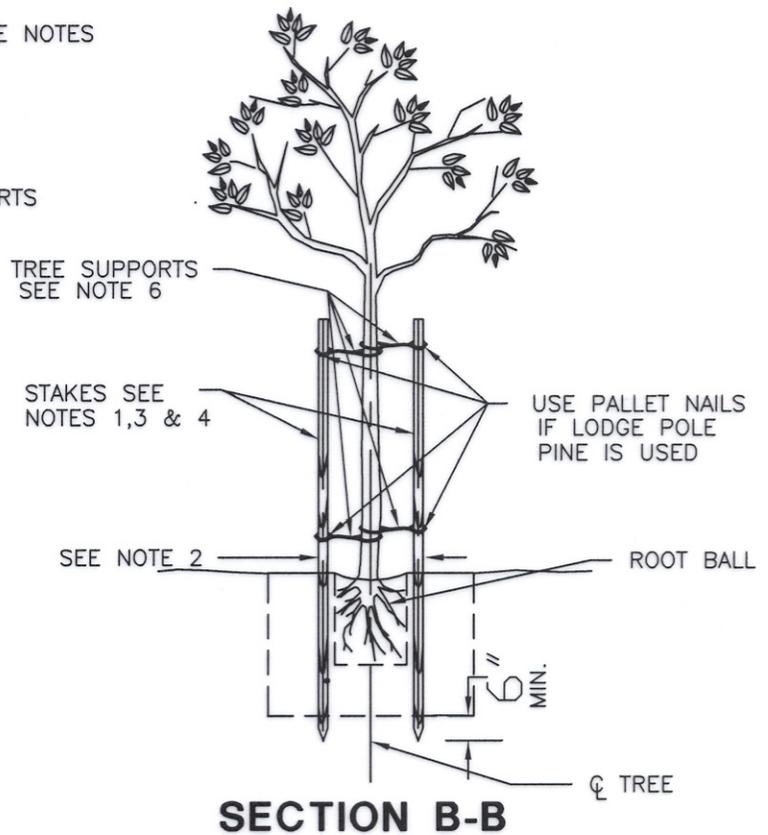
SHEET 1 OF 2

TT/T401



**PLAN**

LENGTH OF STAKES	
TREE SIZE	LENGTH
15 GAL.	10'
24" BOX	12'
30" BOX	12'
36"-48" BOX	SEE NOTE 5



**SECTION B-B**

NOTES:

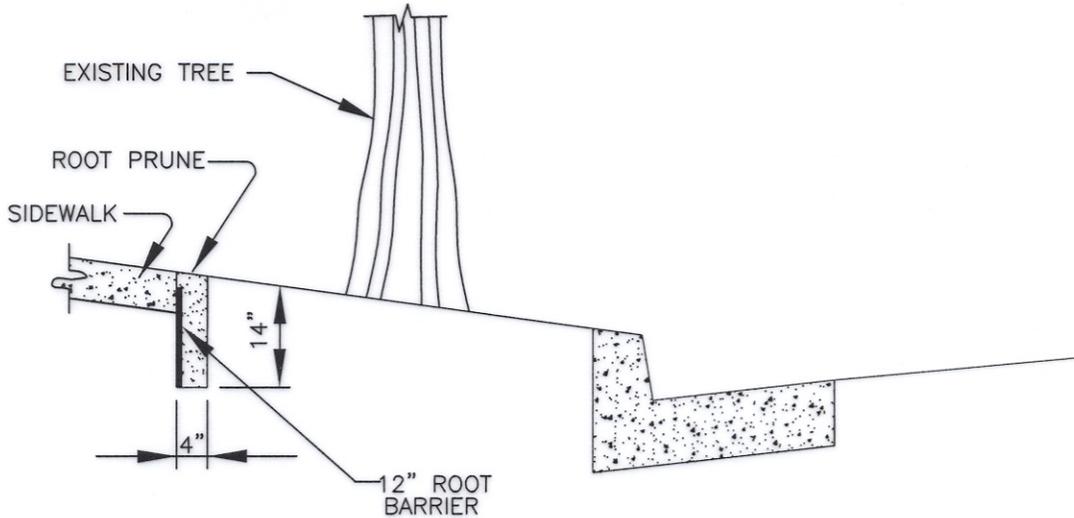
1. STAKES SHALL BE EITHER 2" DIAMETER LODGE POLE PINE, TREATED WITH COPPER NANTHANATE OR PRESSURE TREATED WITH CHROMATED COPPER ARSENATE, OR GALVANIZED STEEL PIPE, PER SUBSECTION 308-4.6.1 (METHOD A) OF THE STD. SPEC'S
2. PLACE STAKES 18" APART FOR 15 GAL. TREE. PLACE STAKES AT OUTER EDGE OF ROOT BALL FOR LARGER SIZE (BOX) TREES.
3. HEIGHT OF STAKES SHALL NOT BE HIGHER THAN THE TOP OF THE TREE.
4. ALL STAKES SHALL BE ALIGNED IN THE EAST-WEST DIRECTION REGARDLESS OF CURB ORIENTATION.
5. FOR 36" OR LARGER BOX TREES - STAKE OR GUY AT THE DIRECTION OF THE STREETScape ADMINISTRATOR.
6. TREE TIES SHALL BE PER SUBSECTION 308-4.6.2 OF THE STANDARD SPECIFICATIONS.
7. THE STREETScape ADMINISTRATOR WILL DESIGNATE THE GROUND LOCATION OF ALL TREES BY PLACING OF STAKES OR OTHER SUITABLE MARKERS.
8. UNLESS OTHERWISE APPROVED BY STREETScape ADMINISTRATOR PREPARED SOIL MIX SHALL BE:
  - 4 PARTS BY VOLUME NITROGEN-STABILIZED ORGANIC AMENDMENT.
  - 6 PARTS BY VOLUME ON-SITE SOIL FROM AN AREA APPROVED BY THE STREETScape ADMINISTRATOR.
  - 2 LBS. IRON SULFATE PER CUBIC YARD OF MIX.
9. ROOT BARRIERS WHEN SPECIFIED ON PROJECT DRAWINGS OR IN PROJECT SPECIFICATIONS, SHALL BE FABRICATED FROM A HIGH DENSITY AND HIGH IMPACT PLASTIC SUCH AS POLYVINYL CHLORIDE, ABS OR POLYETHYLENE AND HAVE A MINIMUM THICKNESS OF 0.06". THE PLASTIC SHALL HAVE 1/2" TO 3/4" HIGH RAISED VERTICAL RIBS ON THE INNER SURFACE SPACED AT LEAST 6" BUT NOT MORE THAN 8" APART.

**CITY OF TORRANCE**

DATE ISSUED	<b>TREE PLANTING</b>	STANDARD NO.
23 SEP 2009		<b>T401</b>
	ROBERT J. BESTE PUBLIC WORKS DIRECTOR R.C.E. NO. 50737	SHEET 2 OF 2

TT/T401

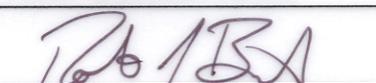
*RB/BX*



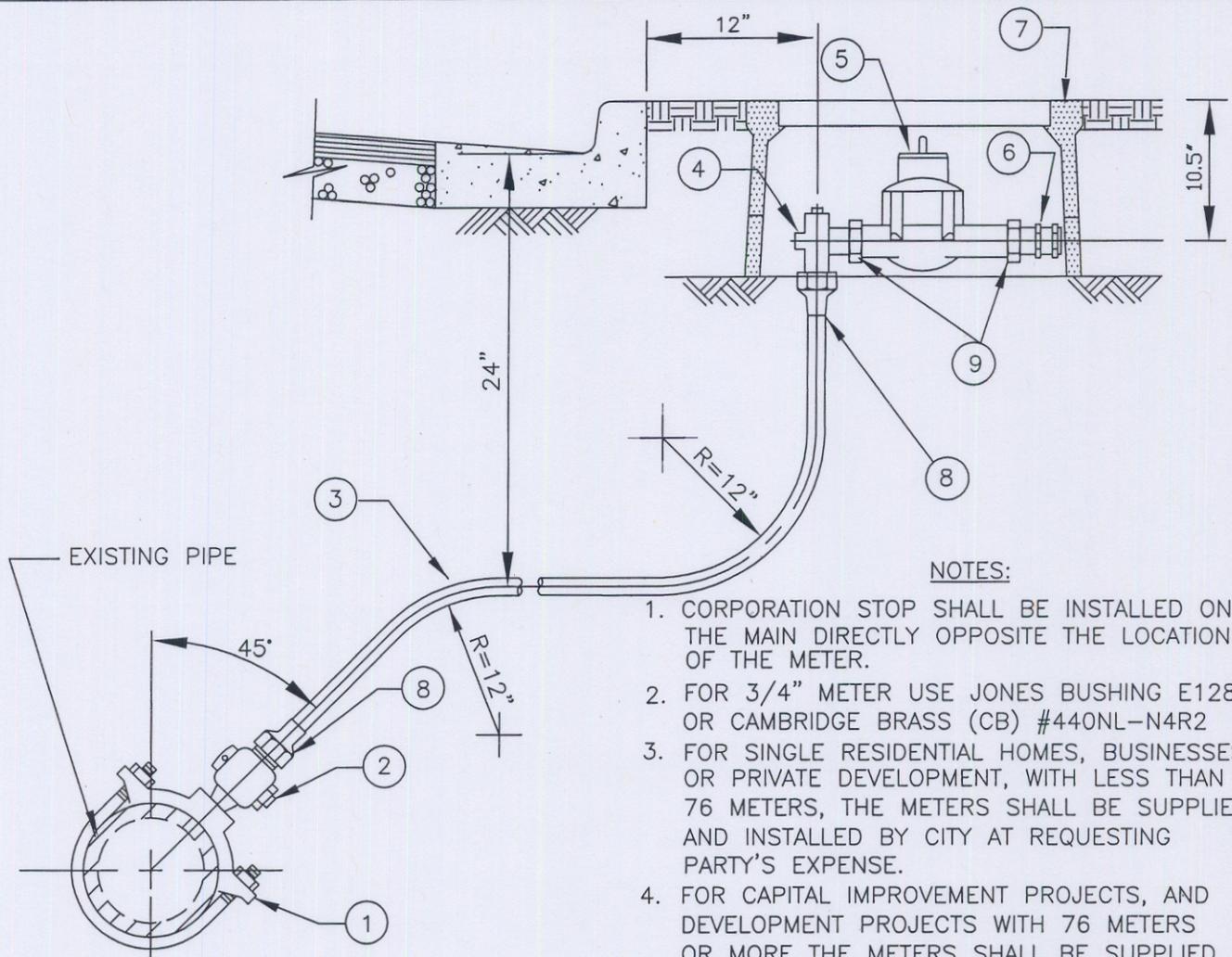
**NOTES:**

1. ROOT PRUNE ADJACENT TO SIDEWALK TO BE REPLACED DUE TO ROOT INTRUSION, 12' LONG MINIMUM. INSTALL 12' LONG ROOT BARRIER ADJACENT TO SIDEWALK AND BACKFILL WITH CLASS "C" TOPSOIL. ROOT PRUNING SHALL BE CENTERED ON EXISTING TREE OR AT ADDITIONAL LOCATIONS WHERE DIRECTED BY THE ENGINEER.
2. ROOT PRUNING SHALL BE ACCOMPLISHED BY A ROOT CUTTING METHOD THAT IS NOT DETRIMENTAL TO THE TREE. THE METHOD USED SHALL BE APPROVED BY THE ENGINEER.
3. WHEN REQUIRED, TREES SHALL BE PRUNED TO BALANCE ROOT PRUNING AND ROOT REMOVAL. TREE PRUNING SHALL BE DONE PRIOR TO ROOT PRUNING AND ROOT REMOVAL. (SEE PROJECT PLANS AND/OR SPECIFICATIONS).
4. ROOT BARRIER WHEN SPECIFIED SHALL BE FABRICATED FROM A HIGH DENSITY, HIGH IMPACT PLASTIC SUCH AS POLYVINYL CHLORIDE, ABS OR POLYETHYLENE AND SHALL HAVE A MINIMUM THICKNESS OF 0.06". THE PLASTIC SHALL HAVE 1/2" - 3/4" HIGH RAISED VERTICAL RIBS ON THE INNER SURFACE SPACED NOT MORE THAN 6" - 8" APART. ROOT BARRIER SHALL BE INSTALLED WITH RAISED RIBS PLACED TOWARDS THE TREE.
5. PROTECT EXISTING SPRINKLER SYSTEMS, WATER METERS, AND SERVICE LATERALS, AND ALL OTHER UNDERGROUND UTILITIES IF POSSIBLE. IF THESE FACILITIES ARE DAMAGED BY THE CONTRACTOR, THEY SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
6. RESEED TO MATCH EXISTING LAWNS IN EXCAVATED AREAS.

**CITY OF TORRANCE**

DATE ISSUED	<b>ROOT BARRIER AND PRUNING AT EXISTING TREE LOCATIONS</b>	STANDARD NO.
23 SEP 2009	ROBERT J. BESTE PUBLIC WORKS DIRECTOR R.C.E. NO. 50737	<b>T402</b>
		SHEET 1 OF 1

TT\T402



**NOTES:**

1. CORPORATION STOP SHALL BE INSTALLED ON THE MAIN DIRECTLY OPPOSITE THE LOCATION OF THE METER.
2. FOR 3/4" METER USE JONES BUSHING E128H OR CAMBRIDGE BRASS (CB) #440NL-N4R2
3. FOR SINGLE RESIDENTIAL HOMES, BUSINESSES, OR PRIVATE DEVELOPMENT, WITH LESS THAN 76 METERS, THE METERS SHALL BE SUPPLIED AND INSTALLED BY CITY AT REQUESTING PARTY'S EXPENSE.
4. FOR CAPITAL IMPROVEMENT PROJECTS, AND DEVELOPMENT PROJECTS WITH 76 METERS OR MORE THE METERS SHALL BE SUPPLIED AND INSTALLED BY CONTRACTOR AT CONTRACTOR'S EXPENSE

ACCOMPANYING STD.'S T700, T701, T702 AND T116

ITEM	DESCRIPTION	SIZE
①	SERVICE SADDLE-DOUBLE STRAP-BRONZE JONES 979, MCDONALD 3825, MUELLER BR2B, CAMBRIDGE BRASS #810 - CC THREAD	MAIN SIZE X 1"
②	CORPORATION STOP-JONES E1930, FORD FB600-4NL, MUELLER B25000N CAMBRIDGE BRASS 301INL-M7B7, MCDONALD 74701B	1"
③	COPPER TUBING-TYPE "K" SOFT	1"
④	ANGLE METER STOP-JONES E1964W, FORD BA23-444WNL, MUELLER B24255N CB 210NL-B7MF7, MCDONALD 74620	1" (SEE NOTE 2)
⑤	NEPTUNE T-10 WATER METER, E-CODER) R900i WITH STUBBY ANTENNA CU.FT. REGISTER	3/4" SL OR 1"
⑥	METER SWIVEL COUPLING - JONES E130, MCDONALD 74620 - FORD C38-23-2.5NL (3/4") - FORD C38-44-2.625NL (1")	3/4", 1"
⑦	METER BOX W/COVER -ARMORCAST	BOX#33 (A6000486) COVER #33 (A6000483-IT)
⑧	COPPER FLARE NUT	1"
⑨	NEOPRENE FULL FACE GASKET	

AREAS SUBJECT TO TRAFFIC LOADS SEE T-724

**CITY OF TORRANCE**

DATE ISSUED

**TYPICAL 3/4" OR 1" METER (NON-TRAFFIC AREA)  
INSTALLATION WITH 1" SERVICE LINE**

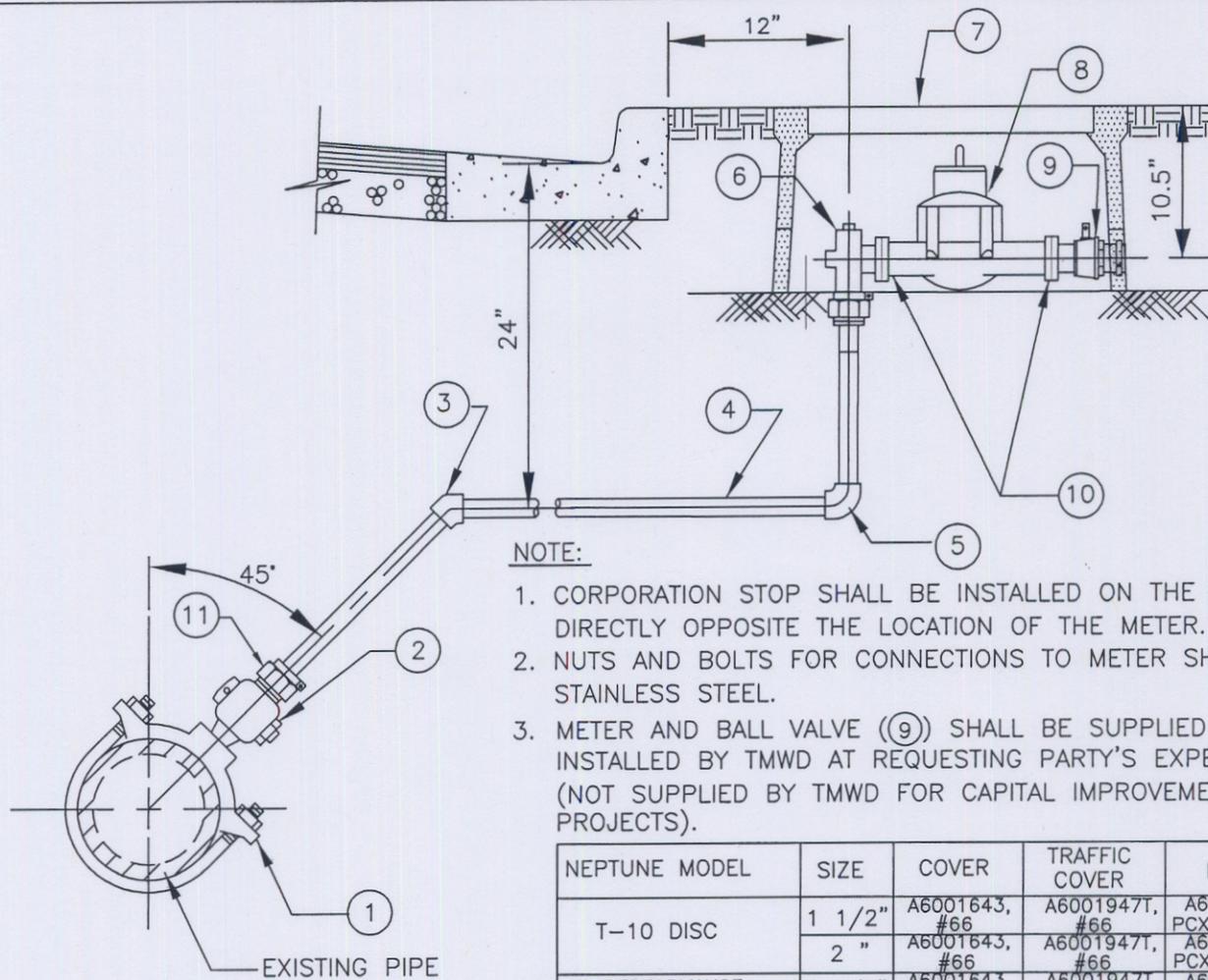
STANDARD NO.

JAN 2011

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

**T 703**

SHEET 1 OF 1



**NOTE:**

1. CORPORATION STOP SHALL BE INSTALLED ON THE MAIN DIRECTLY OPPOSITE THE LOCATION OF THE METER.
2. NUTS AND BOLTS FOR CONNECTIONS TO METER SHALL BE STAINLESS STEEL.
3. METER AND BALL VALVE ((9)) SHALL BE SUPPLIED AND INSTALLED BY TMWD AT REQUESTING PARTY'S EXPENSE. (NOT SUPPLIED BY TMWD FOR CAPITAL IMPROVEMENT PROJECTS).

NEPTUNE MODEL	SIZE	COVER	TRAFFIC COVER	BOX
T-10 DISC	1 1/2"	A6001643, #66	A6001947T, #66	A6001640 PCX12, #66
	2"	A6001643, #66	A6001947T, #66	A6001640 PCX12, #66
HI-PERFORMANCE TURBINE W/STRAINER (NOT SHOWN)	1 1/2"	A6001643, #66	A6001947T, #66	A6001640 PCX12, #66
	2"	A6001643, #66	A6001947T, #66	A6001640 PCX12, #66
TRU FLO COMPOUND W/ SEPARATE STRAINER (NOT SHOWN)	2"	A6001975, #67	A6001947T, #67	A6001974 PCX12, #66

ACCOMPANYING STD.'S T700, T701, T702 AND T116.

ITEM	DESCRIPTION	SIZE
①	SERVICE SADDLE-DOUBLE STRAP-BRONZE JONES 979, MCDONALD 3825, MUELLER BR2B, CAMBRIDGE BRASS (CB) #810- CC THREAD	MAIN SIZE X 2"
②	CORPORATION STOP-JONES E1930, FORD FB600-4NL, MUELLER B25000N CAMBRIDGE BRASS 301INL-M7B7, MCDONALD 74701B	2"
③	45° ELBOW-COPPER TO COPPER SJxSJ	2"
④	COPPER TUBING-TYPE "K" SOFT	2"
⑤	90° ELBOW-SJxSJ	2"
⑥	ANGLE METER STOP-JONES E1975W, FORD BFA43-777WNL, CB210NL-B7MF7	2"
⑦	METER BOX W/ COVER - ARMORCAST	SEE TABLE
⑧	NEPTUNE WATER METER, E-CODER)R900i WITH STUBBY ANTENNA CU. FT. REGISTER (TYPE TO BE DETERMINED BY TMWD)	SEE TABLE
⑨	BALL VALVE-JONES E1913W, FLGxFIP, CB# 212NL-F7MF7 -FORD BF13-777WNL OR 666WNL, W/HB67S HANDLE, FLGxFIP	1-1/2" OR 2"
⑩	NEOPRENE FULL FACE GASKET	1-1/2" OR 2"
⑪	PACK JOINT	

**CITY OF TORRANCE**

DATE ISSUED

**TYPICAL 1-1/2" OR 2" METER (NON-TRAFFIC AREA) INSTALLATION WITH 2" SERVICE LINE**

STANDARD NO.

JAN 2011

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

*RB / BX*

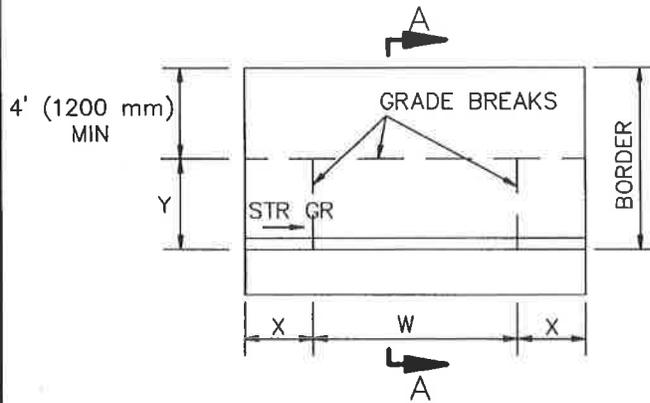
**T 704**

SHEET 1 OF 1

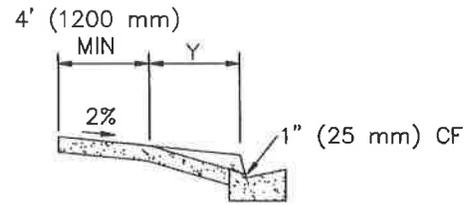
**APPENDIX IV**

**STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC)**



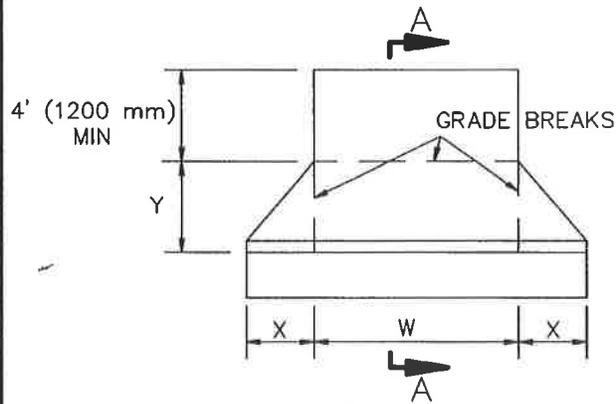


TYPE A

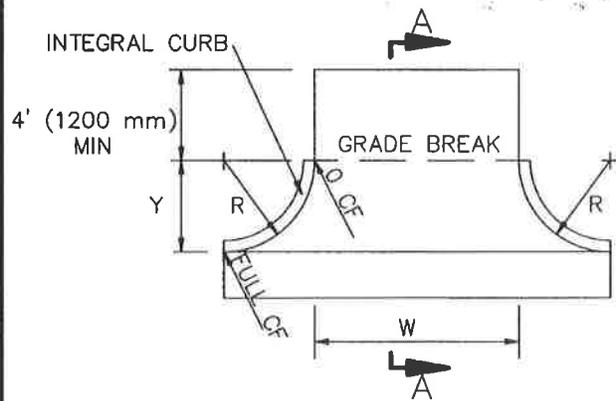


SECTION A-A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)	8'-9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1998, 2009

DRIVEWAY APPROACHES

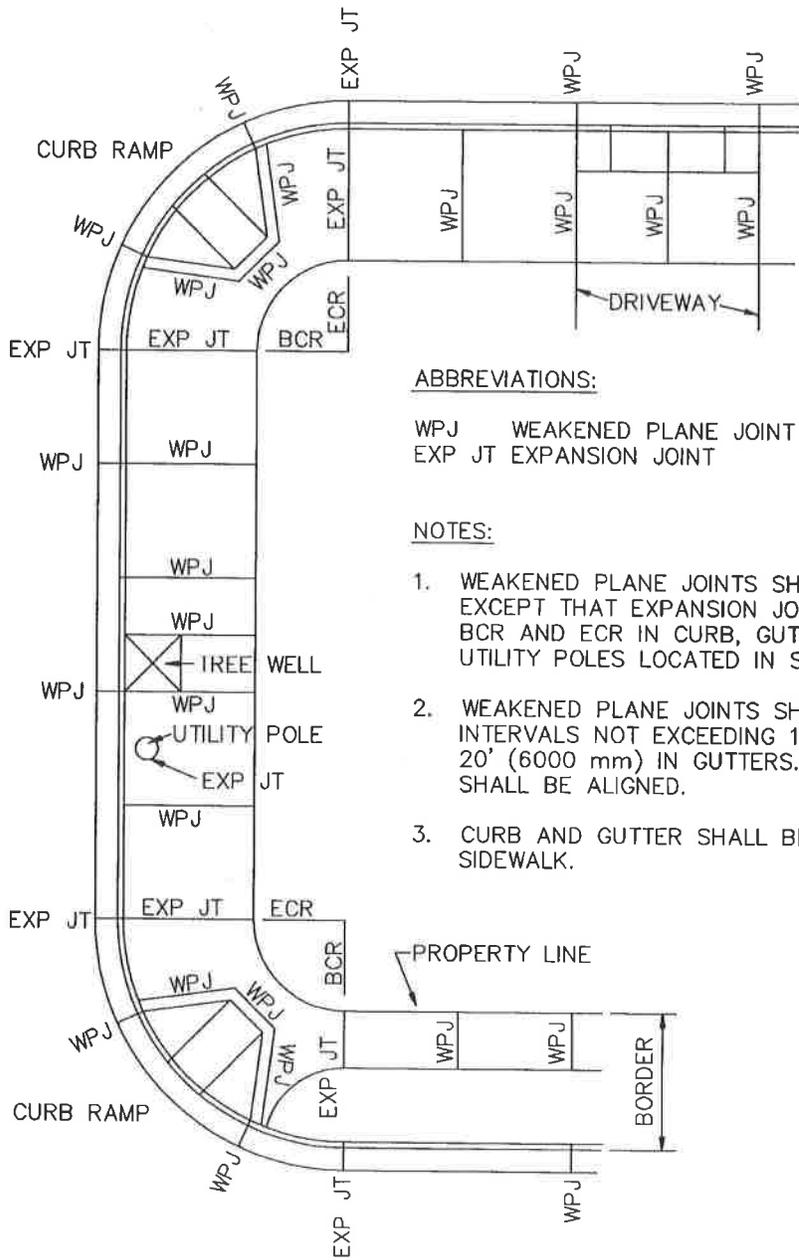
STANDARD PLAN

110-2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1





ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT      BCR BEGINNING OF CURB RETURN  
 EXP JT EXPANSION JOINT      ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
 PUBLIC WORKS STANDARDS INC.  
 GREENBOOK COMMITTEE  
 1984  
 REV. 1986, 2009

**CURB AND SIDEWALK JOINTS**

STANDARD PLAN

**112-2**

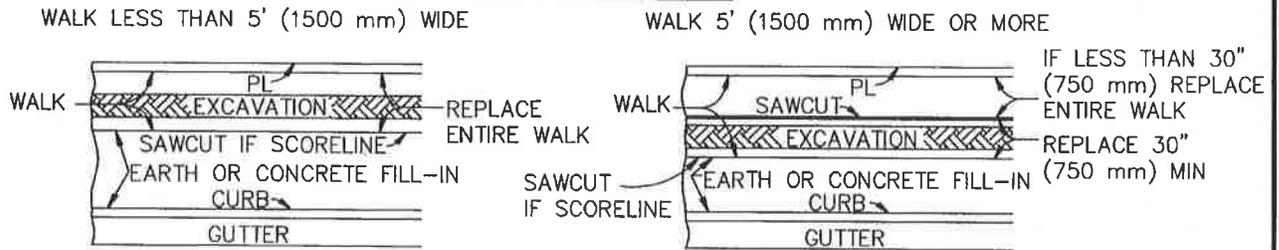
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1

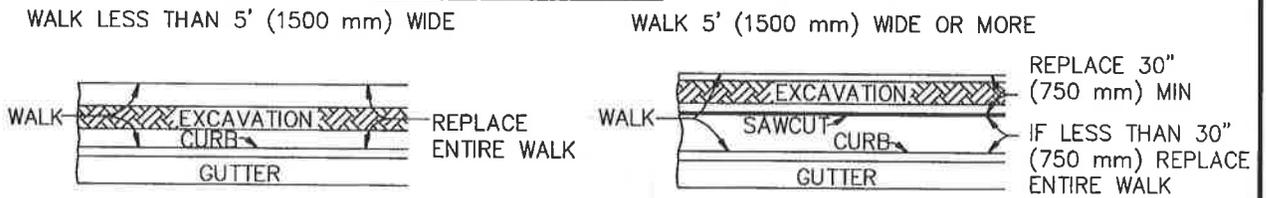


## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

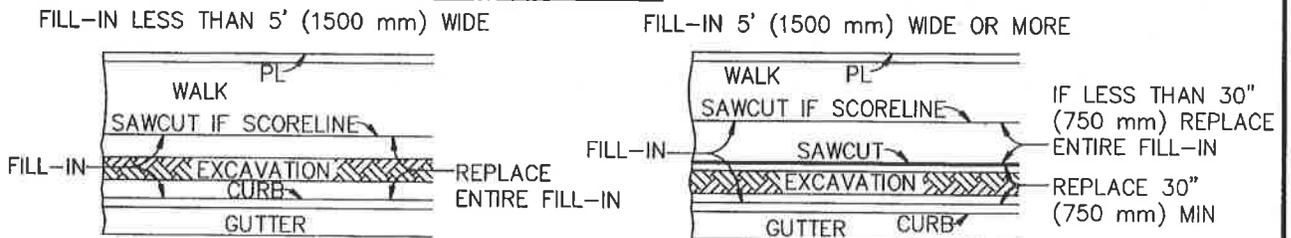
### WALK ADJACENT TO PROPERTY LINE



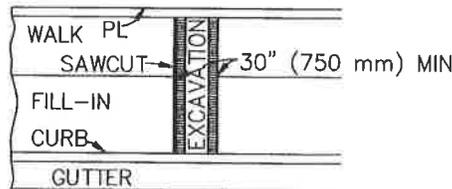
### WALK ADJACENT TO CURB



### FILL-IN REPLACEMENT



## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL. THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
 PUBLIC WORKS STANDARDS INC.  
 GREENBOOK COMMITTEE  
 1993  
 REV. 1996, 2009

## SIDEWALK & DRIVEWAY REPLACEMENT

STANDARD PLAN

# 113-2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 2

## NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

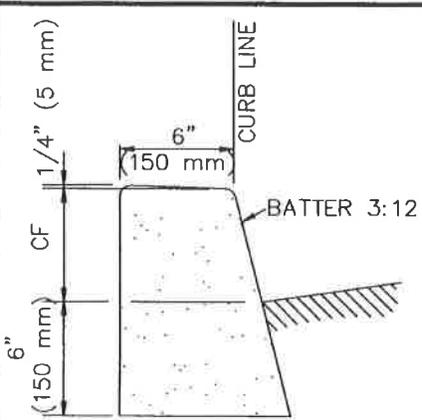
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**SIDEWALK & DRIVEWAY REPLACEMENT**

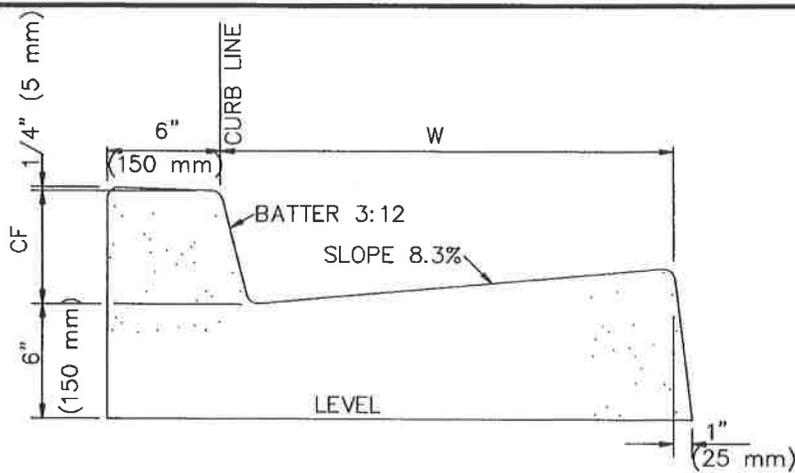
STANDARD PLAN

**113-2**

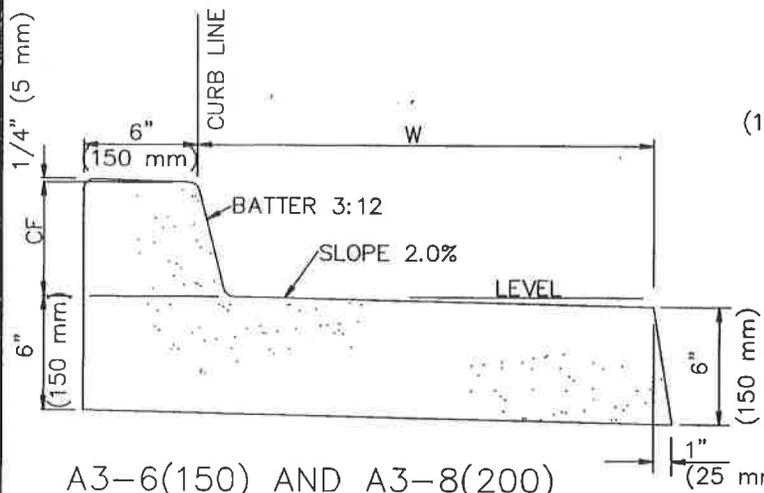
SHEET 2 OF 2



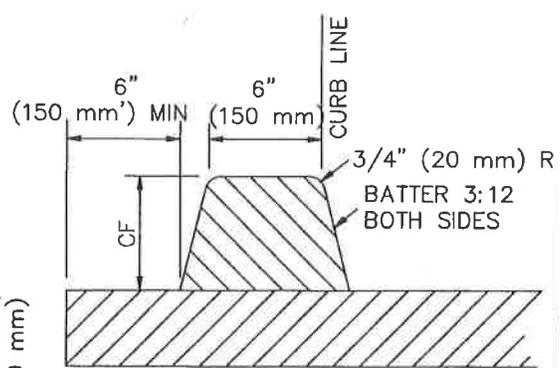
A1-6(150) AND A1-8(200)



A2-6(150) AND A2-8(200)

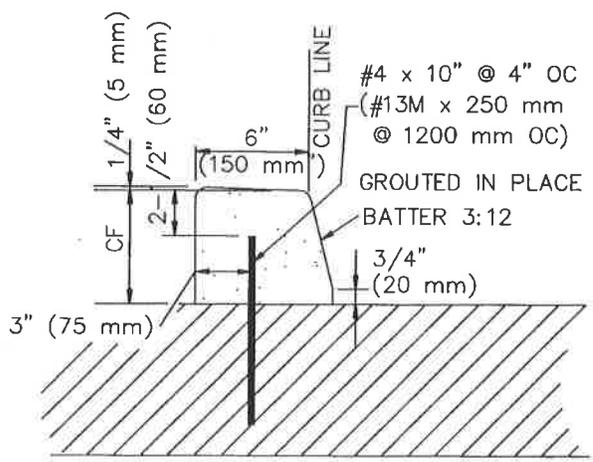


A3-6(150) AND A3-8(200)



D1-6(150) AND D1-8(200)

- NOTES:
1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
  2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
  3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
  4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
  5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
  6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1996, 2009

**CURB AND GUTTER - BARRIER**

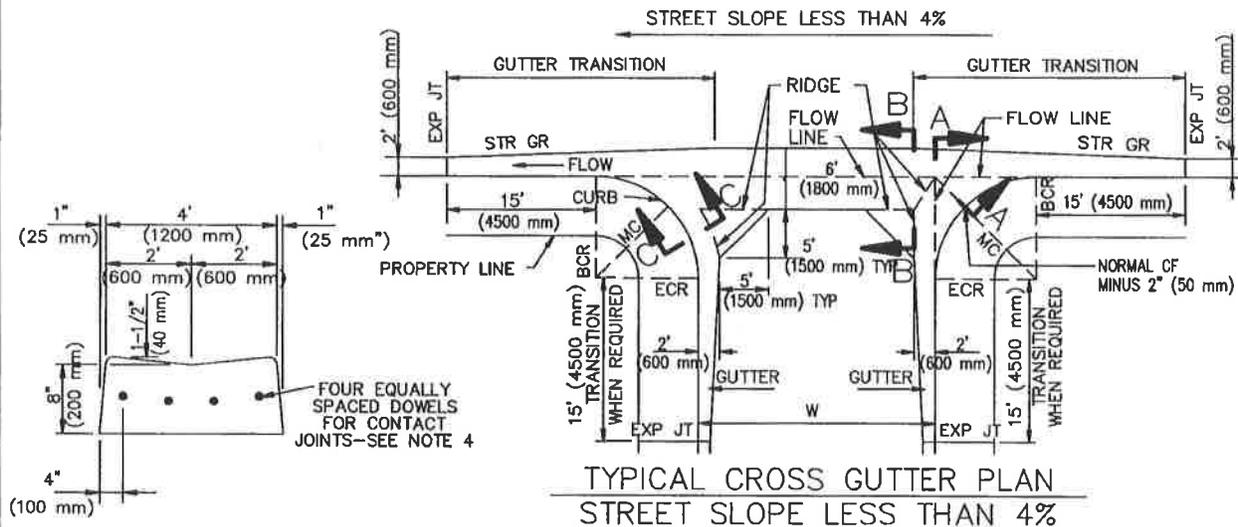
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

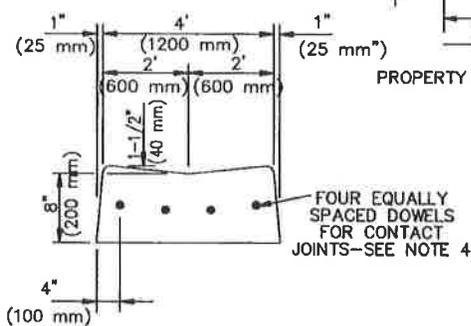
**120-2**

SHEET 1 OF 1

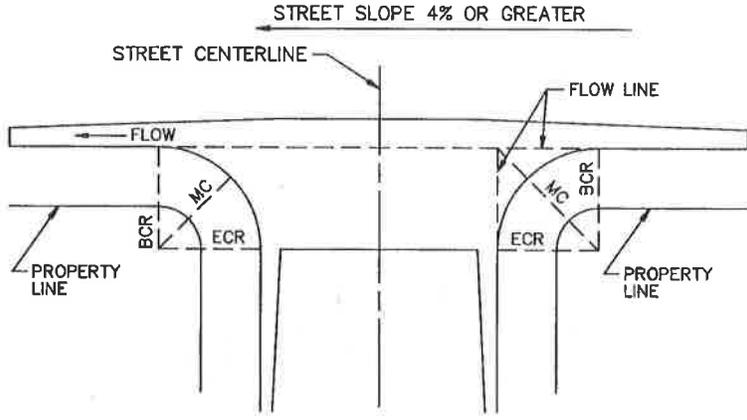




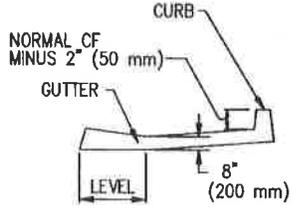
TYPICAL CROSS GUTTER PLAN  
STREET SLOPE LESS THAN 4%



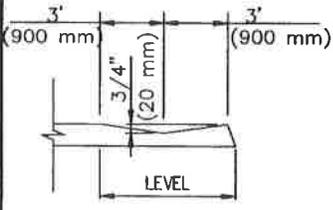
LONGITUDINAL  
GUTTER



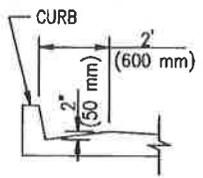
TYPICAL CROSS GUTTER PLAN  
STREET SLOPE MORE THAN 4%



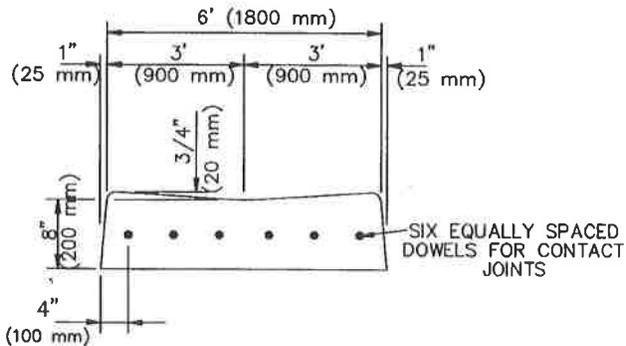
SECTION A-A



SECTION B-B



SECTION C-C



SECTION D-D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1996, 2009

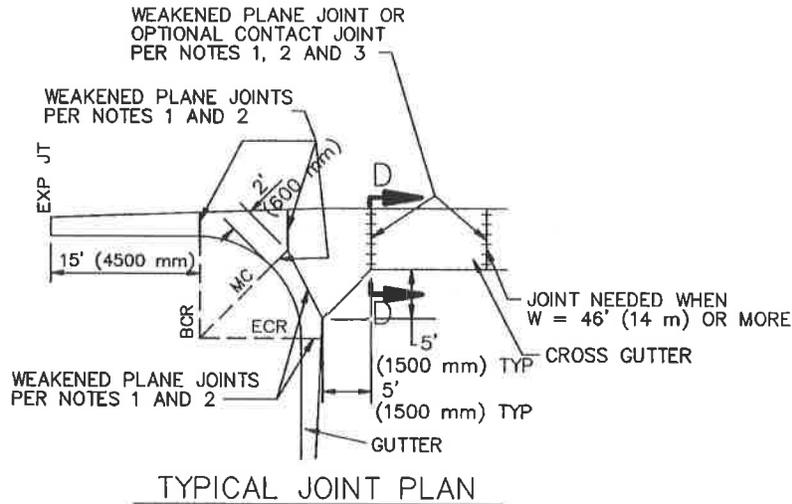
CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

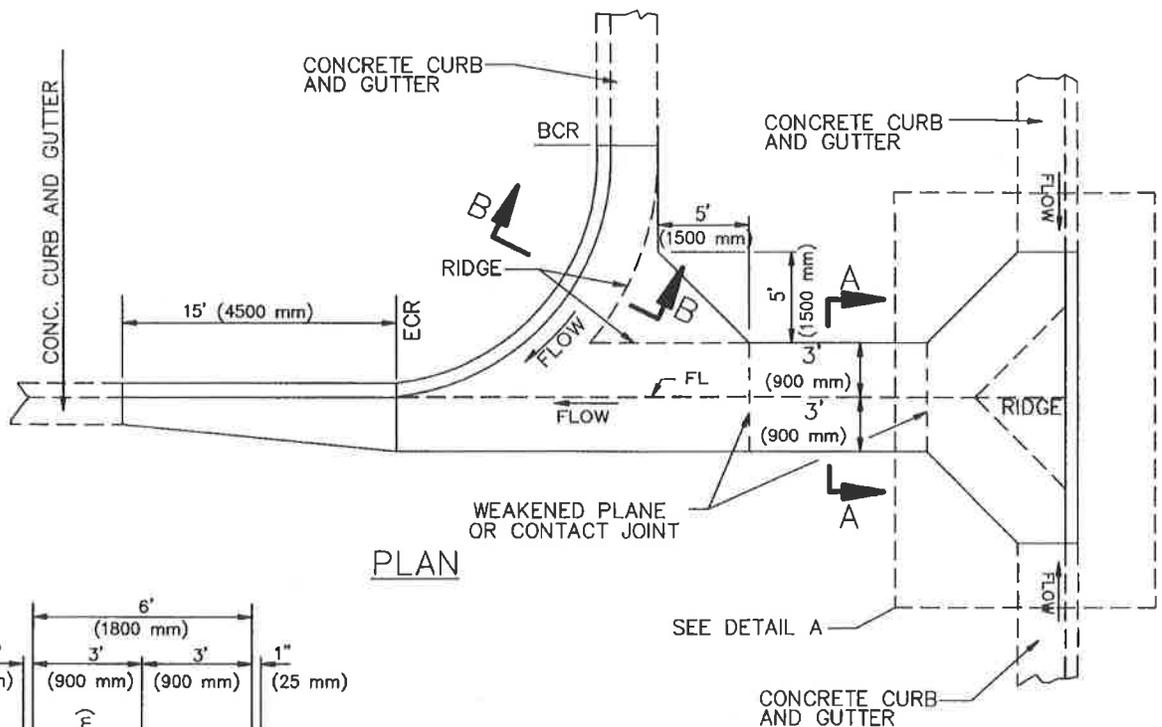
122-2

SHEET 1 OF 2

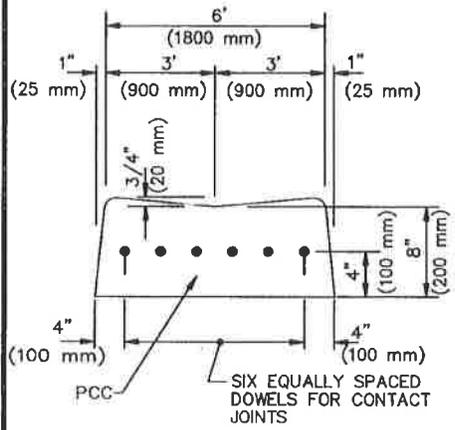


**NOTES:**

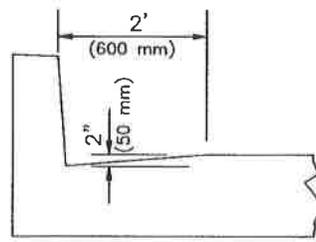
1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS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



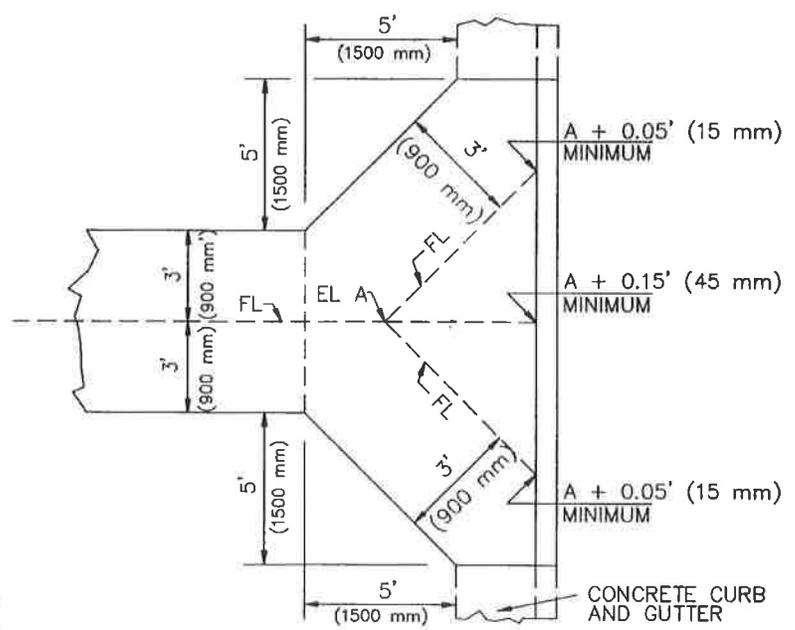
PLAN



SECTION A-A



SECTION B-B



DETAIL A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996, 2009

**CROSS GUTTER AT  
T INTERSECTIONS**

STANDARD PLAN  
**123-2**  
SHEET 1 OF 2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CROSS GUTTER AT  
T INTERSECTIONS**

STANDARD PLAN

**123-2**

SHEET 2 OF 2





**APPENDIX V**

**CONSTRUCTION & DEMOLITION WASTE MANAGEMENT PLAN (WMP)**

Building Permit Number: \_\_\_\_\_

CITY OF TORRANCE

**Construction & Demolition Waste Management Plan (WMP)**

**THE REQUIREMENT IS TO REUSE OR RECYCLE AT LEAST 50% OF PROJECT WASTE AND 100% OF EXCAVATED SOIL AND LAND-CLEARING DEBRIS**

- 1) As part of your application, you must complete the front and back of this page and the "estimate" or left side of the table on the backside of this page to the best of your ability, indicating that you will recycle at least 50% of the waste from the project and 100% of excavated soil and land-clearing debris.
- 2) As your project proceeds, collect and keep receipts of all waste disposed, recycled, reused or donated. Receipts must show material type, weight of material, how the material was treated and the facility used.
- 3) To final your project, you must then fill out the "actual" or right side of the table on the backside of this sheet, and submit it again with all the receipts to verify that at least 50% of the project's waste and 100% of excavated soil and land-clearing debris was diverted from the landfills.

Please note, if you are contracting with a different company to haul your waste or using a roll off box from another company, that company must have a business license to operate in the City of Torrance.

**A COPY OF THIS WMP AND RECEIPTS (SHOWING MATERIAL TYPE, WEIGHT, TREATMENT AND FACILITY USED) FOR ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE THE PROJECT WILL RECEIVE FINAL BUILDING APPROVAL. (FOR DEMO PERMITS, THE RECEIPTS FOR THE DEMOLITION WASTE SHOULD BE PROVIDED BEFORE THE FIRST FOOTING INSPECTION AFTER THE BUILDING PERMIT HAS BEEN ISSUED.)**

**Project Name:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Requesting Infeasibility Exemption:**       Yes     No

**Contractor Name:** \_\_\_\_\_      **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_      **Contact Phone:** \_\_\_\_\_

**Recycler:** \_\_\_\_\_      **Recycler Contact:** \_\_\_\_\_

**Recycler Address:** \_\_\_\_\_      **Recycler Contact Phone:** \_\_\_\_\_

<b>CITY USE ONLY</b>	
	Application (Date)      Final (Date)
Approved	
Further explanation needed (see attached)	
Denied	
Infeasibility Exemption Approved	
Reviewed By	

Submit this form and the attached Waste Management Plan Table to: **WMP Compliance Official**

**Alison Sherman, Public Works**  
**asherman@TorranceCA.Gov**

Fax: 310-781-6902

For questions or for in-person visit (by appointment only), please call 310-781-6900

CITY OF TORRANCE

**Construction & Demolition Waste Management Plan Table**

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

Total Estimated Waste Generated by Project: _____ (in tons). (Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates)					
<b>Complete and return with Building Permit Application</b>			<b>Complete and return with receipts prior to final building approval</b>		
Material Type	Estimated Reused/ Recycled	Estimated Disposed/ Landfilled	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
	(In Tons)	(In Tons)	(In Tons)	(In Tons)	
Asphalt & Concrete					
Bricks/Masonry/Tiles					
Building Materials (doors, windows, fixtures, etc.)					
Cardboard					
Excavated dirt and land-clearing debris					
Dirt					
Landscape Debris (Plant & Tree Trimmings)					
Scrap Metal					
Unpainted Wood & Pallets					
Other (painted wood & drywall, roofing, etc.)					
Mixed C&D*					
Trash/Garbage					
<b>TOTAL</b>					

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 50%, please explain why (attach additional sheets if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by (print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone Number: \_\_\_\_\_

*Must be signed by Contractor or Owner. Signatory accepts financial responsibility for penalties for non-compliance.*

\* *Mixed C&D* is defined as a mixture of three or more materials (e.g. wood, drywall, roofing, etc.) from construction or demolition sites that will be taken to a facility capable of recycling those commingled materials.

## Conversion Rates

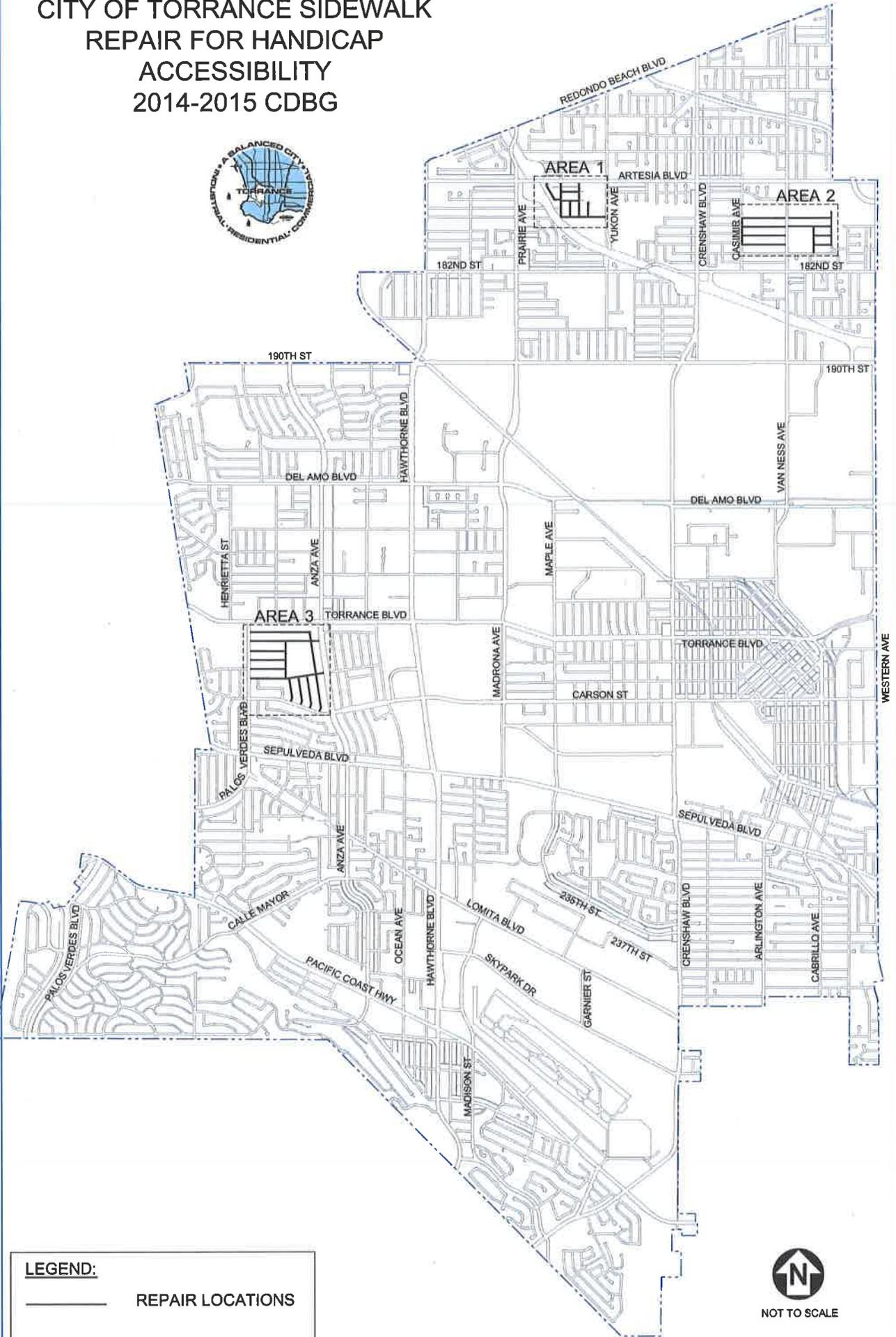
The following conversion rates are estimates to help complete the Waste Management Plan by converting materials into tonnage format. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from any previous projects to help you estimate the potential amount of materials and diversion. Take into consideration the type and load of vehicles that will be used to haul the materials. Ask your hauler or recycler to assist you in estimating these numbers.

<b>Material</b>	<b>Lbs/cy</b>	<b>Tons/cy</b>
Asphalt	1,400 lbs/cy	0.7 tons/cy
Brick	2,430 lbs/cy	1.21 tons/cy
Cardboard	100 lbs/cy	0.05 tons/cy
Concrete	2,600 lbs/cy (Sources range from 1,000 to 4,000)	1.3 tons/cy
Dirt/Soils	2,660 lbs/cy	1.33 tons/cy
Drywall	700 lbs/cy	0.35 tons/cy
Wood (chipped)	300 - 650 lbs/cy	0.15 – 0.3 tons/cy
Mixed C&D Debris	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	100 - 350 lbs/cy	0.5 - 0.175 tons/cy

**APPENDIX VI**

**SIDEWALK REPAIR PROJECT QUANTITIES AND DETAILS**

# CITY OF TORRANCE SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY 2014-2015 CDBG



**LEGEND:**  
 ————— REPAIR LOCATIONS



NOT TO SCALE

CITY OF TORRANCE  
**SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY  
2014-15 CDBG.  
AREA-1 MAP**



NOT TO SCALE





**QUANTITIES (AREA 1)**

BID ITEM NO.	ADDRESS	10			11 & 16			12			13		15		18		19		COMMENTS						
		LENGTH	WIDTH	(SF)	REMOVE/REPLACE	REMOVE/REPLACE	(LF)	L1	L2	H	(SF)	CURB RAMP (EA)	CONC SPANDBEL	TREE REMOVE	EA	EA	TREE	EA							
3760	176th St	8	4	32		10	8	7.5	68																
3761	176th St	20	4	80																					
3766	176th St	32	4	128		9	6	7.5	56																
3767	176th St	10	4	40		10	14	7.5	90																
3772	176th St	12	4	48		8	2	7.5	38																
3773	176th St	12	4	48																					
3778	176th St	16	4	64		4	7	7.5	41																
3779	176th St	16	4	64																					
3801	176th St	8	4	32		4	4	4.5	18																
3802	176th St	8	4	32																					
3805	176th St	20	4	80		11	9	4.5	45																
3806	176th St	28	4	112																					
3809	176th St	8	4	32		14	11	4.5	56																
3813	176th St	4	4	16		8	8	4.5	36																
3610	177th St	12	4	48		14	14	3.0	42																
3615	177th St	2	4	8																					
3621	177th St	-	4	-																					
3622	177th St	8	4	32																					
3627	177th St	-	4	-																					
3628	177th St	12	4	48																					
3633	177th St	8	4	32																					
3634	177th St	-	4	-		15	9	7.5	90																
3639	177th St	5	4	20																					
3640	177th St	-	4	-																					
3646	177th St	-	4	-																					
3652	177th St	6	4	24																					
3656	177th St	-	4	-		11	17	7.5	105																
3704	177th St	-	4	-																					
3710	177th St	24	4	96																					
3716	177th St	20	4	80																					
3717	177th St	8	4	32																					
3720	177th St	28	4	112		14	12	4.0	52																
3721	177th St	24	4	96																					
3724	177th St	12	4	48		3	1	6.0	12																
3730	177th St	8	4	32																					
3731	177th St	68	4	272																					
3736	177th St	12	4	48		8	5	7.5	49																
3737	177th St	24	4	96																					
3742	177th St	8	4	32		10	10	7.5	75																
3743	177th St	20	4	80		1	4	7.5	19																
3748	177th St	12	4	48		6	9	7.5	56																
3749	177th St	32	4	128																					
3752	177th St	16	4	64																					
3752	177th St	16	4	64																					
3760	177th St	12	4	48																					
3761	177th St	-	4	-		8	8	7.5	60																
3766	177th St	8	4	32																					
3767	177th St	12	4	48																					
3772	177th St	24	4	96		14	11	7.5	94																
3773	177th St	25	4	100		8	8	7.5	60																

**QUANTITIES (AREA 1)**

BID ITEM NO.	ADDRESS	10			11 & 16		12			13		15		18		19		COMMENTS
		REMOVE/REPLACE	LENGTH	WIDTH	(SF)	CURB & GUTTER REMOVE/REPLACE (LF)	L1	L2	H	(SF)	CURB RAMP (EA)	CONC. SPANDREL	TREE REMOVE	EA	TREE REPLACE	EA	EA	
3779	177th St	20	4	80	-	-	-	-	-	-	-	-	-	-	-	-	-	
3780	177th St	16	4	64	-	-	-	-	-	-	-	-	-	-	-	-	-	
17427	Ainsworth Ave.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17609	Ainsworth Ave.	4	4	16	-	-	-	-	-	-	-	-	-	-	-	-	-	
17615	Ainsworth Ave.	24	4	96	-	-	-	-	-	-	-	-	-	-	-	-	-	
17622	Ainsworth Ave.	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17628	Ainsworth Ave.	12	4	48	-	-	-	-	-	-	-	-	-	-	-	-	-	
17634	Ainsworth Ave.	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17640	Ainsworth Ave.	4	4	16	-	-	-	-	-	-	-	-	-	-	-	-	-	
17647	Ainsworth Ave.	20	4	80	-	-	-	-	-	-	-	-	-	-	-	-	-	
3778	Artesia Blvd	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
3778	Artesia Blvd	16	4	64	-	-	-	-	-	-	-	-	-	-	-	-	-	
3802	Artesia Blvd	10	4	40	-	-	-	-	-	-	-	-	-	-	-	-	-	
17602	Cranbrook Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17603	Cranbrook Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17608	Cranbrook Ave	16	4	64	-	-	-	-	-	-	-	-	-	-	-	-	-	
17609	Cranbrook Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17614	Cranbrook Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17615	Cranbrook Ave	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
17620	Cranbrook Ave	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
17621	Cranbrook Ave	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
17626	Cranbrook Ave	12	4	48	-	-	-	-	-	-	-	-	-	-	-	-	-	
17627	Cranbrook Ave	28	4	112	-	-	-	-	-	-	-	-	-	-	-	-	-	
17632	Cranbrook Ave	20	4	80	-	-	-	-	-	-	-	-	-	-	-	-	-	
17633	Cranbrook Ave	12	4	48	-	-	-	-	-	-	-	-	-	-	-	-	-	
17638	Cranbrook Ave	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
17639	Cranbrook Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17644	Cranbrook Ave	40	4	160	-	-	-	-	-	-	-	-	-	-	-	-	-	
17645	Cranbrook Ave	20	4	80	-	-	-	-	-	-	-	-	-	-	-	-	-	
17621	Fonthill Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17622	Fonthill Ave	28	4	112	-	-	-	-	-	-	-	-	-	-	-	-	-	
17627	Fonthill Ave	20	4	80	-	-	-	-	-	-	-	-	-	-	-	-	-	
17628	Fonthill Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17633	Fonthill Ave	12	4	48	-	-	-	-	-	-	-	-	-	-	-	-	-	
17634	Fonthill Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17639	Fonthill Ave	28	4	112	-	-	-	-	-	-	-	-	-	-	-	-	-	
17640	Fonthill Ave	28	4	112	-	-	-	-	-	-	-	-	-	-	-	-	-	
17404	Kornblum Ave	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
17405	Kornblum Ave	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
17410	Kornblum Ave	24	4	96	-	-	-	-	-	-	-	-	-	-	-	-	-	
17416	Kornblum Ave	9	4	36	-	-	-	-	-	-	-	-	-	-	-	-	-	
17422	Kornblum Ave	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17428	Kornblum Ave	12	4	48	-	-	-	-	-	-	-	-	-	-	-	-	-	
17504	Kornblum Ave	20	4	80	-	-	-	-	-	-	-	-	-	-	-	-	-	
17510	Kornblum Ave	36	4	144	-	-	-	-	-	-	-	-	-	-	-	-	-	
17516	Kornblum Ave	32	4	128	-	-	-	-	-	-	-	-	-	-	-	-	-	
17522	Kornblum Ave	4	4	16	-	-	-	-	-	-	-	-	-	-	-	-	-	
17528	Kornblum Ave	8	4	32	-	-	-	-	-	-	-	-	-	-	-	-	-	
17604	Kornblum Ave	17	4	68	-	-	-	-	-	-	-	-	-	-	-	-	-	
17610	Kornblum Ave	4	4	16	-	-	-	-	-	-	-	-	-	-	-	-	-	
17616	Kornblum Ave	4	4	16	-	-	-	-	-	-	-	-	-	-	-	-	-	

**QUANTITIES (AREA 1)**

BID ITEM NO. ADDRESS	10 SIDEWALK REMOVE/REPLACE		11 & 16 CURB & GUTTER REMOVE/REPLACE		12 DRIVEWAY REMOVE/REPLACE			13 CURB RAMP (EA)	15 CONC. SPANDREL SF	6 TREE REMOVE EA	18 TREE REPLACE TYPE		19 ROOT PRU TREE EA	COMMENTS
	LENGTH	WIDTH	(SF)	(LF)	L1	L2	H	(SF)						
17621 Kornblum Ave	16	4	64	16				-						
17622 Kornblum Ave	24	4	96											
17627 Kornblum Ave	20	4	80		10	14	7.5	90		1	1	Australian Willow		
17628 Kornblum Ave	16	4	64							1	1	Australian Willow		
17633 Kornblum Ave	20	4	80		6	8	7.5	53					1	
17634 Kornblum Ave	24	4	96										1	
17639 Kornblum Ave	20	4	80							1	1	Australian Willow		
17640 Kornblum Ave	16	4	64	12										
5109 Merrill St	8	6	48		4	1	4.5	11						
17691 Yukon Ave	96	4	384		20	20	4.0	80					1	
17701 Yukon Ave	72	4	288										6	Private Tree @corner lot

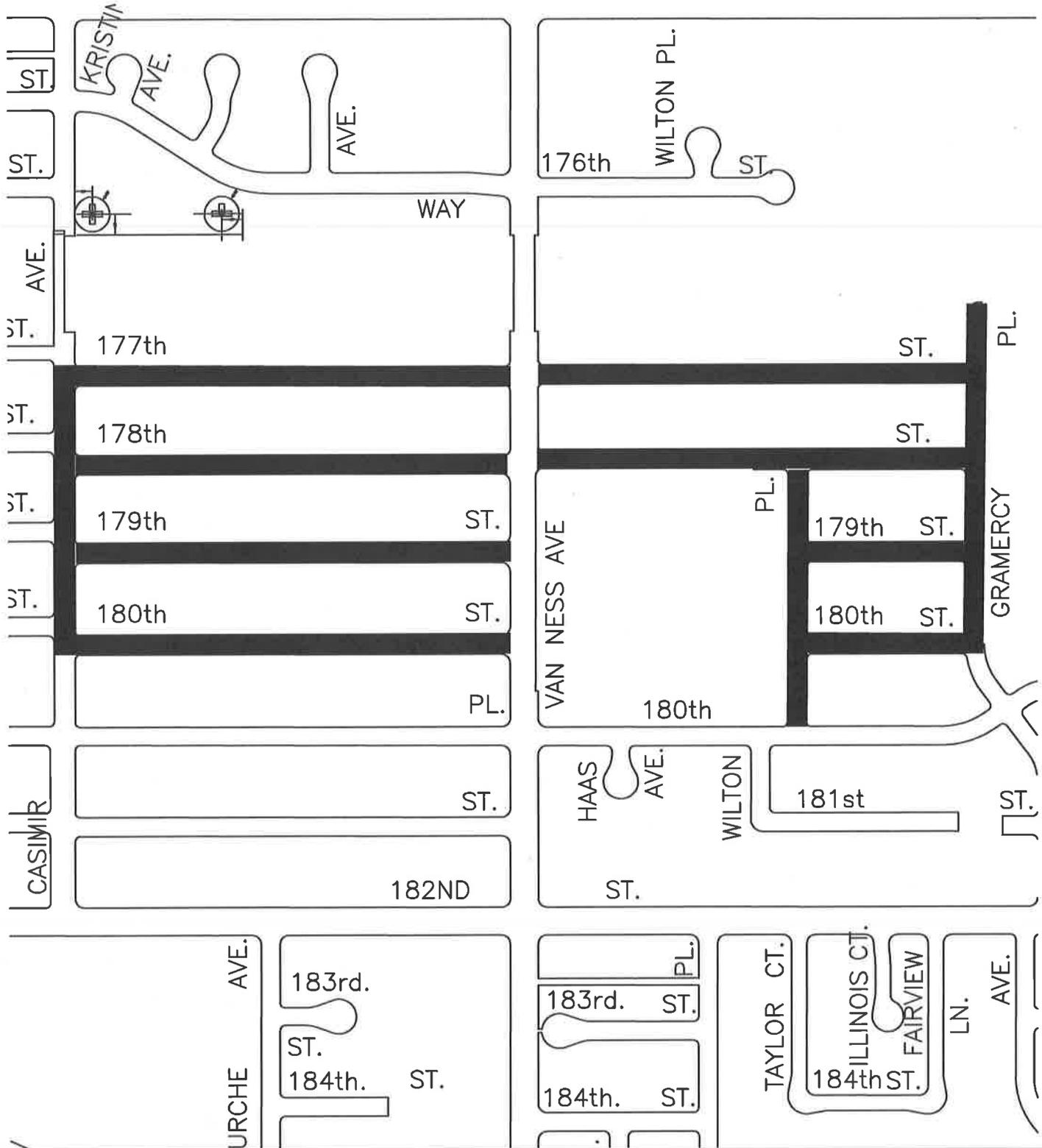
TOTAL	SIDEWALK REMOVE/REPLACE		(SF)	DRIVEWAY REMOVE/REPLACE		(LF)	X1	X2	H	(SF)	CURB RAMP (EA)	CROSS GUTTER SF	TREE REMOVE EA	TREE REPLACE EA	ROOT PRUN TREE EA	SURVEY TIES EA
	LENGTH	WIDTH		X1	X2											
	5,252		1,656													

# CITY OF TORRANCE

## SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY 2014-15 CDBG. AREA-2 MAP



NOT TO SCALE



K:\ENR\Projects\2014\2014-15 CDBG\Area 2 Map.dwg 6/25/15 10:47 AM

**QUANTITIES (AREA 2)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			15	6	18		19	COMMENTS
		REMOVE/REPLACE LENGTH	SIDEWALK WIDTH REMOVE/REPLACE (SF)	CURB & GUTTER REMOVE/REPLACE (LF)	DRIVEWAY REMOVE/REPLACE L1 L2 H (SF)	CURB RAMP (EA)	CONC. SPANDREL SF	TREE REMOVE EA			TREE REPLACE EA	TREE TYPE		
2001	177th St	40	4	160	32	9	15	4.5	54		1	1	Aristocrat Pear	
2002	177th St	36	4	144					1	1	1	1	Magnolia St Mary	1
2005	177th St	8	4	32										1
2006	177th St	16	4	64										1
2009	177th St	12	4	48		5	3	4.5	18					1
2010	177th St	4	4	16	6	12	12	4.0	48					1
2013	177th St	-	-	-										
2014	177th St	28	4	112	12	15	11	4.5	59					1
2017	177th St	20	4	80										1
2018	177th St	12	4	48										1
2021	177th St	20	4	80		12	15	4.5	61					-
2022	177th St	32	4	128		10	10	4.5	45					1
2025	177th St	8	4	32										1
2026	177th St	16	4	64		10	18	4.5	63					1
2029	177th St	20	4	80										1
2030	177th St	8	4	32										1
2033	177th St	12	4	48		8	10	4.5	41					1
2034	177th St	16	4	64										1
2037	177th St	16	4	64										1
2038	177th St	28	4	112										1
2041	177th St	16	4	64		6	6	4.5	27					1
2042	177th St	12	4	48		15	12	4.5	61					1
2045	177th St	16	4	64		12	12	4.5	54		No Tree			1
2046	177th St	20	4	80										1
2101	177th St	-	-	-		10	8	4.5	41					1
2102	177th St	20	4	80										1
2105	177th St	8	4	32		10	12	4.5	50					1
2106	177th St	8	4	32		8	5	4.5	29					1
2109	177th St	12	4	48		8	5	4.5	29					1
2110	177th St	24	4	96		8								1
2113	177th St	-	-	-										
2114	177th St	8	4	32		4	4	4.5	18					1
2117	177th St	8	4	32										1
2118	177th St	20	4	80										1
2121	177th St	8	4	32		9	9	4.5	41					1
2122	177th St	12	4	48										1
2125	177th St	-	-	-										1
2126	177th St	12	4	48		8								1
2129	177th St	28	4	112										1
2130	177th St	24	4	96										1
2133	177th St	20	4	80		8	8	4.5	36					1
2134	177th St	-	-	-										1
2137	177th St	20	4	80										1
2138	177th St	8	4	32										1
2141	177th St	8	4	32		4	15	12	4.5	61				1
2142	177th St	12	4	48										1
2145	177th St	36	4	144										1
2146	177th St	24	4	96						198				1
2201	177th St	24	4	96						390				1

**QUANTITIES (AREA 2)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			15	6	18		19	COMMENTS
		LENGTH	WIDTH	REMOVE/REPLACE (LF)	CURB & GUTTER REMOVE/REPLACE (LF)	L1	L2	H			(SF)	CURB RAMP (EA)		
2202	177th St	21	4	84									1	
2205	177th St	35	4	140									1	
2206	177th St	22	4	88		9	12	4.5	47					
2209	177th St	16	4	64										
2210	177th St	33	4	132		6	9	4.5	34				1	
2213	177th St	32	4	128		8	5	4.5	29				1	
2214	177th St	14	4	56										Cracks on dwy inside PL
2217	177th St	30	4	120										
2218	177th St	8	4	32										
2221	177th St	46	4	184						1		1		
2222	177th St	4	4	16		10	13	4.5	52					
2301	177th St	49	4	196		11				1		1		
2302	177th St	25	4	100		10	13	4.5	52			1		
2305	177th St	12	4	48										
2306	177th St	28	4	112		16							1	
2309	177th St	37	4	148									1	
2310	177th St	30	4	120									1	
2313	177th St	8	4	32		5	7	4.5	27					
2314	177th St	24	4	96									1	
2317	177th St					5	8	11	4.5	43				
2318	177th St	47	4	188			11	15	4.5	59			1	Cracks on dwy inside PL
2321	177th St	27	4	108									1	
2322	177th St	33	4	132									1	
2401	177th St	24	4	96									1	
2402	177th St	23	4	92		1	3	4.5	9					
2405	177th St	32	4	128		22							1	
2406	177th St	28	4	112		3	6	4.5	20				1	
2409	177th St	34	4	136		12	4	10	4.5	32			1	
2410	177th St	30	4	120						1		1		
2413	177th St	35	4	140		12							1	
2414	177th St	20	4	80			3	3	4.5	14			1	
2417	177th St	12	4	48		4								
2418	177th St	24	4	96									1	
2421	177th St	42	4	168		9	6	4.5	34				1	Cracks on dwy inside PL
2422	177th St	26	4	104									1	
2501	177th St	42	4	168			3	3	4.5	14			1	
2502	177th St	33	4	132									1	
2505	177th St	24	4	96									1	
2506	177th St	30	4	120		9	13	4.5	50				1	Bricks on pkwy
2509	177th St	12	4	48		16	12	4.5	63					
2510	177th St	48	4	192		1	4	4.5	11				1	
2513	177th St	43	4	172		16	12	4.5	63				1	
2514	177th St	27	4	108		4				1		1		
2517	177th St	17	4	68									1	
2518	177th St	28	4	112									1	
2602	177th St	60	4	240		8							1	
2517	177th St (Casimir)	48	4	192		6	1	7.5	26				1	
2518	177th St (Casimir)	58	4	232		19	6	9	7.5	56			1	
2201	177th St (Van Ness)	31	4	124		18				1		390	1	

**QUANTITIES (AREA 2)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			CURB RAMP (EA)	15	6	18		19	COMMENTS
		LENGTH	WIDTH	REMOVE/REPLACE (SF)	REMOVE/REPLACE (LF)	L1	L2	H				(SF)	TREE REMOVE EA		
2202	177th St (Van Ness)			-	16				1	390	1			EA	Remove corner Magnolia tree
2001	178th St	24	4	96		12	15	4.5	61					1	On Gramercy Pl
2005	178th St	8	4	32		4	4	4.5	18						
2006	178th St	8	4	32		8	8	4.5	36					1	
2009	178th St	4	4	16		6	12	4.5	41					1	
2010	178th St	-	-	-		4	4	4.5	18		No Tree				
2013	178th St	-	-	-							No Tree				
2014	178th St	4	4	16							No Tree			1	
2017	178th St	8	4	32							No Tree				
2018	178th St										No Tree				
2021	178th St	28	4	112										1	
2022	178th St	8													
2025	178th St	20	4	80		9	15	4.5	54					1	
2026	178th St	12	4	48		15	12	4.5	61					1	
2029	178th St	12	4	48											
2030	178th St	12	4	48										1	
2033	178th St	12	4	48											
2037	178th St	8	4	32										1	
2041	178th St	24	4	96		13	10	4.5	52					1	
2045	178th St	-	-	-											
2101	178th St	10	4	40		12	12	4.5	54					1	
2105	178th St	8	4	32		5	8	4.5	29					1	
2109	178th St	4	4	16											
2113	178th St	-	-	-											
2117	178th St	24	4	96											
2121	178th St	20	4	80											
2125	178th St	16	4	64		9	15	4.5	54					1	
2129	178th St	8	4	32											
2133	178th St	12	4	48											
2137	178th St	-	-	-		4	1	4.5	11						
2141	178th St	-	-	-											
2145	178th St	8	4	32											
2201	178th St	16	4	64		15	21	6.0	108						
2205	178th St														
2206	178th St	18	4	72		9	9	4.5	41						
2209	178th St	8	4	32											
2210	178th St	8	4	32											
2213	178th St	11	4	44		44									
2214	178th St	11	4	44		8	8	4.5	50						
2217	178th St	15	4	60		15								1	
2218	178th St					8	14	4.5	50						
2221	178th St	31	4	124		15	9	4.5	54					1	
2222	178th St	23	4	92		8	14	4.5	50					1	
2301	178th St	22	4	88		12	15	9	4.5	54					
2302	178th St	18	4	72		8	14	4.5	50						
2305	178th St	32	4	128		24								1	
2306	178th St										1				
2309	178th St	9	4	36											
2310	178th St														

**QUANTITIES (AREA 2)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			CURB RAMP (EA)	15	6		18		19	COMMENTS
		LENGTH	WIDTH	REMOVE/REPLACE (LF)	REMOVE/REPLACE (SF)	L1	L2	H			(SF)	CONC. SPANDREL SF	TREE REMOVE EA	TREE REPLACE EA		
2313	178th St	11	4	44	20											
2314	178th St	4	4	16	15	4.5	54									
2317	178th St	18	4	72	15											
2318	178th St	16	4	64							1		1	Magnolia St Mary		
2321	178th St	29	4	116	21	5	4.5	23								
2322	178th St	8	4	32												
2401	178th St	12	4	48	16	4	4.5	18								
2402	178th St	17	4	68	29						1		1	Magnolia St Mary		
2405	178th St	16	4	64												
2406	178th St	16	4	64												
2409	178th St	29	4	116												
2410	178th St	28	4	112	32	11	4.5	50			1		1	Magnolia St Mary		1
2413	178th St	13	4	52												
2414	178th St															
2417	178th St	25	4	100	35	12	15									
2418	178th St	16	4	64	5											
2421	178th St	21	4	84	32											
2422	178th St	21	4	84	8											
2501	178th St	16	4	64	25											1
2502	178th St															
2505	178th St	18	4	72												
2506	178th St	4	4	16		2	5	4.5	16							1
2509	178th St	35	4	140		8	5	4.5	29							
2510	178th St	29	4	116												
2513	178th St	13	4	52		8	5	4.5	29							
2514	178th St															
2517	178th St	20	4	80												
2518	178th St	18	4	72	4						1		1	Magnolia St Mary		
2602	178th St	68	4	272		6	9	7.5	56	44						3
2603	178th St	27	4	108		8	11	7.5	71							
2517	178th St (Casimir)	54	4	216		16	22	7.5	143							
2518	178th St (Casimir)	47	4	188												2
2201	178th St (VanNess)	38	4	152						1						
2006	179th St	20	4	80	4						1		1	Aristocrat Pear		1
2007	179th St	16	4	64												
2010	179th St															
2011	179th St	8	4	32		4	1	4.5	11							
2014	179th St															
2015	179th St	12	4	48		4	4	4.5	18							
2018	179th St															
2019	179th St	20	4	80		4	2	4.5	14							1
2022	179th St	16	4	64		12	9	4.5	47							1
2023	179th St	32	4	128		4	4	4.5	18							
2026	179th St	16	4	64	8	12	9	4.5	47		1		1	Aristocrat Pear		1
2027	179th St	8	4	32		8	6	4.5	32							
2030	179th St															
2031	179th St	16	4	64												
2201	179th St	16	4	64		16	16	2	32							
2202	179th St	8	4	32												

**QUANTITIES (AREA 2)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			15	6	18	19	COMMENTS	
		LENGTH	SIDEWALK REMOVE/REPLACE WIDTH (SF)	CURB & GUTTER REMOVE/REPLACE (LF)	DRIVEWAY REMOVE/REPLACE L1	L2	H	(SF)	CURB RAMP (EA)	CONC. SPANDREL SF	TREE REMOVE EA	TREE REPLACE EA		ROOT PRUNE TREE EA
2205	179th St	16	4	64			6	6	2	12			1	
2206	179th St													
2209	179th St	4	4	16										
2210	179th St	12	4	48									1	
2213	179th St													Bricks on pkwy
2214	179th St	11	4	44			4	4	4.5	18				
2217	179th St	12	4	48										
2218	179th St	10	4	40			4	4	4.5	18				
2221	179th St	8	4	32									1	
2222	179th St	28	4	112									1	
2301	179th St	8	4	32									1	
2302	179th St	8	4	32									1	
2305	179th St	12	4	48									1	
2306	179th St	24	4	96									1	
2309	179th St	12	4	48									1	
2310	179th St	4	4	16									1	
2313	179th St	12	4	48									1	
2314	179th St	4	4	16									1	
2317	179th St	8	4	32			6	8	4.5	32			1	
2318	179th St	12	4	48									1	
2321	179th St	12	4	48			6	4	4.5	23			1	
2322	179th St	12	4	48		8	4	4	4.5	18			1	
2401	179th St	12	4	48			4	4	4.5	18			1	
2402	179th St	28	4	112		18							1	1 Crape Myrtle
2405	179th St	12	4	48									1	
2406	179th St	12	4	48									1	
2409	179th St	28	4	112									1	
2410	179th St	24	4	96									1	
2413	179th St	24	4	96									1	1 Crape Myrtle
2414	179th St	20	4	80									1	
2417	179th St													
2418	179th St	12	4	48										
2421	179th St	8	4	32			6	4	4.5	23			1	
2422	179th St	4	4	16			1	3	4.5	9			1	
2425	179th St	16	4	64									1	
2426	179th St	12	4	48									1	1 Crape Myrtle
2501	179th St	24	4	96									1	1 Crape Myrtle
2502	179th St													
2505	179th St													
2506	179th St	12	4	48									1	
2509	179th St	8	4	32									1	
2510	179th St	4	4	16									1	
2513	179th St	20	4	80									1	
2514	179th St	4	4	16									1	
2518	179th St	16	4	64		8							1	
2602	179th St	12	4	48			6	9	7.5	56				
2603	179th St	12	4	48										
2002	180th St	28	4	112			17	14	4.5	70			1	1 Remove Sycamore closest to dwy
2006	180th St	16	4	64									1	

**QUANTITIES (AREA 2)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			CURB RAMP (EA)	15	6	18		19	COMMENTS
		LENGTH	WIDTH	CURB & GUTTER REMOVE/REPLACE (LF)	DRIVEWAY REMOVE/REPLACE	L1	L2	H				(SF)	TREE REMOVE		
2007	180th St	8	4	32										1	
2010	180th St	24	4	96											
2011	180th St	20	4	80										1	
2014	180th St	12	4	48			6	9	4.5	34				1	
2015	180th St	16	4	64										1	
2018	180th St	-	-	-											
2019	180th St	8	4	32			12	9	4.5	47				1	
2022	180th St	16	4	64			6	3	4.5	20				1	
2023	180th St	8	4	32			4	4	4.5	18					
2026	180th St	12	4	48			8	8	4.5	36				1	
2027	180th St	8	4	32											
2030	180th St	8	4	32										1	
2031	180th St	8	4	32											
2034	180th St	36	4	144			8	8	4.5	36				1	
2201	180th St	20	4	80			4	4	4.5	18					
2202	180th St	20	4	80		12								1	
2205	180th St	8	4	32			4	4	4.5	18					
2206	180th St	12	4	48			4	4	4.5	18					
2209	180th St	12	4	48			4	4	4.5	18				1	
2210	180th St	8	4	32											
2213	180th St	12	4	48											
2214	180th St	8	4	32											
2217	180th St	24	4	96										1	
2218	180th St	12	4	48											
2221	180th St	16	4	64			4	4	4.5	18					
2222	180th St	8	4	32			4	4	4.5	18					
2301	180th St	8	4	32			4	4	4.5	18					
2302	180th St	4	4	16											
2305	180th St	-	-	-											Bricks on pkwy
2306	180th St	16	4	64			4	4	4.5	18					
2309	180th St	8	4	32			10	13	4.5	52					
2310	180th St	32	4	128			3	6	4.5	20					
2313	180th St	28	4	112			6	3	4.5	20					
2314	180th St	16	4	64			1	4	4.5	11				1	
2317	180th St	22	4	88		24	1	3	4.5	9				1	
2318	180th St	16	4	64			4	4	4.5	18				1	
2321	180th St	12	4	48		12	4	7	4.5	25				1	
2322	180th St	4	4	16											
2401	180th St	24	4	96										1	
2402	180th St	20	4	80										1	
2405	180th St	12	4	48											
2406	180th St	10	4	40			12	15	4.5	61					
2409	180th St	16	4	64											
2410	180th St	12	4	48											
2413	180th St	4	4	16											Bricks on pkwy
2414	180th St	16	4	64											
2417	180th St	8	4	32											
2418	180th St	4	4	16			4	4	4.5	18					
2421	180th St	16	4	64			11	14	4.5	56					

**QUANTITIES (AREA 2)**

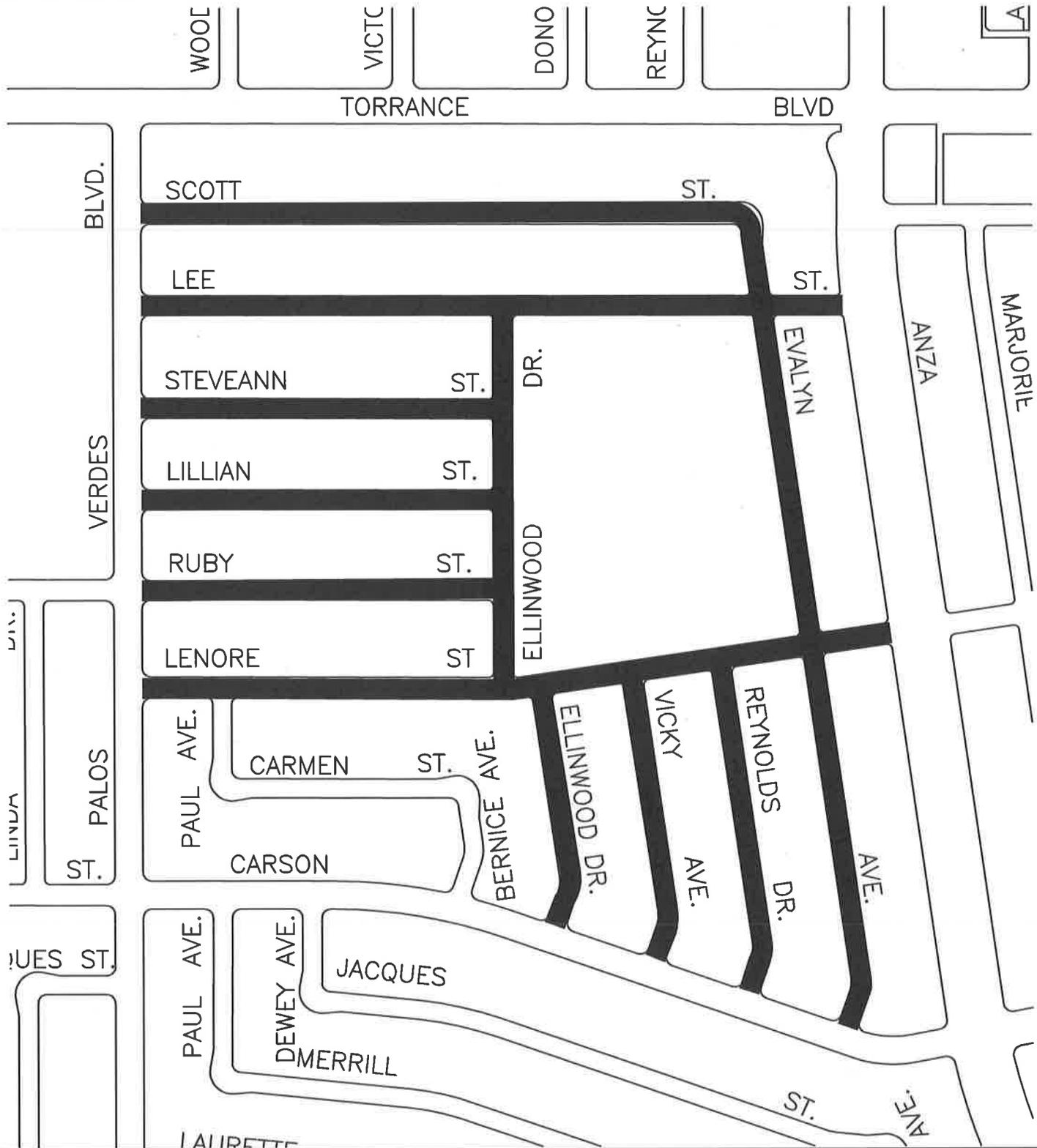
BID ITEM NO. ADDRESS	10 SIDEWALK REMOVE/REPLACE		11 & 16 CURB & GUTTER REMOVE/REPLACE (LF)		12 DRIVEWAY REMOVE/REPLACE			CURB RAMP (EA)	15 CONC. SPANDREL SF	6 TREE REMOVE EA	18 TREE REPLACE		19 ROOT PRUNE TREE EA	COMMENTS	
	LENGTH	WIDTH	(SF)	(LF)	L1	L2	H				EA	EA			TYPE
2506 180th St	8	4	32	-	-	-	-	-	-	-	-	-	-	-	
2509 180th St	16	4	64	-	-	-	-	-	-	-	-	-	-	-	
2510 180th St	12	4	48	-	4	-	-	-	-	-	-	-	-	-	
2513 180th St	12	4	48	-	-	-	-	-	-	-	-	-	-	-	
2514 180th St	12	4	48	-	-	-	-	-	-	-	-	-	-	-	
2603 180th St	30	4	120	-	28	-	-	-	60	-	-	-	-	1	
17800 ARLINGTON ES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17814 Casimir Ave	24	4	96	-	-	-	-	-	-	1	-	1	Crape Myrtle	1	
17914 Casimir Ave	32	4	128	-	-	-	-	-	-	-	-	-	-	3	
18002 Casimir Ave	58	4	232	-	34	-	-	-	-	-	-	-	-	-	
18005 Casimir Ave	79	4	316	-	24	-	-	-	-	-	-	-	-	-	
17801 Gramercy Place	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17819 Gramercy Place	28	4	112	-	-	-	-	-	-	-	-	-	-	1	
17901 Gramercy Place	24	4	96	-	-	-	-	-	-	1	-	1	Aristocrat Pear	1	
17919 Gramercy Place	8	4	32	-	-	-	-	-	-	-	-	-	-	1	
18002 Gramercy Place	18	4	72	-	-	-	-	-	-	2	-	2	Crape Myrtle	-	
17827 Van Ness	21	4	84	-	-	-	-	-	-	-	-	-	-	-	
17827 Van Ness / 178th	83	4	332	-	14	-	-	-	-	-	-	-	-	-	
17801 Wilton Place	50	5	250	-	-	-	-	-	-	-	-	-	-	-	
17802 Wilton Place	32	4	128	-	-	-	-	-	-	-	-	-	-	-	
17807 Wilton Place	4	4	16	-	-	-	-	-	-	-	-	-	-	-	
17813 Wilton Place	12	4	48	-	-	-	-	-	-	-	-	-	-	1	
17819 Wilton Place	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
17820 Wilton Place	28	4	112	-	-	-	-	-	-	1	-	1	Crape Myrtle	-	
17825 Wilton Place	16	4	64	-	-	-	-	-	-	-	-	-	-	-	
17901 Wilton Place	12	4	48	-	-	-	-	-	-	-	-	-	-	-	
17902 Wilton Place	12	4	48	-	-	-	-	-	-	-	-	-	-	1	
17907 Wilton Place	8	4	32	-	-	-	-	-	-	-	-	-	-	1	
17913 Wilton Place	8	4	32	-	-	-	-	-	-	-	-	-	-	1	
17919 Wilton Place	28	4	112	-	-	-	-	-	-	-	-	-	-	-	
17920 Wilton Place	8	4	32	-	-	-	-	-	-	1	-	1	Crape Myrtle	-	
17925 Wilton Place	8	4	32	-	-	-	-	-	-	-	-	-	-	-	
TOTAL			22,078		772				4,927	6	1,472	40	40	138	

# CITY OF TORRANCE

## SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY 2014-15 CDBG. AREA-3 MAP



NOT TO SCALE



X:\ENR\Projects\CDBG\AREAS 1-2-3.dwg 6/24/15 14:47 vpr03030

QUANTITIES (AREA 3)

BID ITEM NO.	ADDRESS	10		11 & 16		12			CURB RAMP (EA)	15	6	18		19	COMMENTS
		LENGTH	WIDTH	REMOVE/REPLACE (SF)	CURB & GUTTER REMOVE/REPLACE (LF)	L1	L2	H				DRIVEWAY REMOVE/REPLACE (SF)	TREE REPLACE EA		
4623	Anza Ave	25	4	100										1	
21229	Anza Ave	28	4	112	9						2	2	Magnolia St Mary	1	
21301	Anza Ave	16	4	64										1	
21501	Anza Ave	24	4	96										2	
4615	Carson St														
4715	Carson St	20	4	80	12									1	
4809	Carson St	16	4	64	8									1	
4813	Carson St	4	4	16										1	
4917	Carson St	32	4	128	20						2	2	Magnolia St Mary	1	
4923	Carson St				4										
4931	Carson St	12	4	48	4	4	2	4.5	14	1				1	
5009	Carson St	8	4	32	29	13	15	4.5	63		1	1	Aristocrat Pear	1	Remove tree on Carson St
21401	Ellinwood Dr	28	4	112							2	2	Aristocrat Pear	1	Remove 2 peppers on Ellinwood
21409	Ellinwood Dr	20	4	80							1	1	Aristocrat Pear	2	
21501	Ellinwood Dr	28	4	112		8	10	4.5	41					2	
21502	Ellinwood Dr	32	4	128	4	3	6	7.5	34					1	
21505	Ellinwood Dr	16	4	64		5	5	4.5	23		1	1	Aristocrat Pear	1	
21506	Ellinwood Dr	12	4	48	12						1	1	Aristocrat Pear	1	
21509	Ellinwood Dr	8	4	32		5	5	4.5	23					1	
21510	Ellinwood Dr	4	4	16		2	5	4.5	16					1	
21513	Ellinwood Dr	12	4	48										1	
21514	Ellinwood Dr	4	4	16											
21601	Ellinwood Dr	12	4	48							1	1	Aristocrat Pear		
21602	Ellinwood Dr	12	4	48										1	
21605	Ellinwood Dr	12	4	48	32						1	1	Aristocrat Pear		
21606	Ellinwood Dr				12						1	1	Aristocrat Pear		
21609	Ellinwood Dr	16	4	64	16						1	1	Aristocrat Pear		
21610	Ellinwood Dr	7	4	28											
21613	Ellinwood Dr				20										
21614	Ellinwood Dr	16	4	64	10	10	15	4.5	56		1	1	Aristocrat Pear		
21618	Ellinwood Dr	4	4	16	12	3	1	4.5	9		1	1	Aristocrat Pear		
21621	Ellinwood Dr	16	4	64	16	5	3	4.5	18		2	2	Aristocrat Pear		
21622	Ellinwood Dr	20	4	80	11									1	
21626	Ellinwood Dr	12	4	48		8	8	4.5	36		1	1	Aristocrat Pear		
21214	Evalyn Ave													1	
21218	Evalyn Ave	8	4	32							1	1	Water Gum		
21222	Evalyn Ave	4	4	16	6									1	
21225	Evalyn Ave	16	4	64		5	4	4.5	20					1	
21226	Evalyn Ave	16	4	64										1	
21230	Evalyn Ave	20	4	80	8									1	
21301	Evalyn Ave	32	4	128	12	8	12	4.5	45		1	1	Chinese Pistache		
21302	Evalyn Ave				12									1	
21305	Evalyn Ave	4	4	16											
21306	Evalyn Ave	12	4	48	4									1	
21309	Evalyn Ave	8	4	32										1	
21313	Evalyn Ave	28	4	112	10						1	1	Chinese Pistache		
21314	Evalyn Ave	12	4	48							1	1	Chinese Pistache		
21318	Evalyn Ave				4									1	
21319	Evalyn Ave	12	4	48		14	10	4.5	54		1	1	Chinese Pistache		
21321	Evalyn Ave	16	4	64		7	5	4.5	27		1	1	Chinese Pistache		

**QUANTITIES (AREA 3)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			15	6	18		19	COMMENTS
		REMOVE/REPLACE	LENGTH	REMOVE/REPLACE	(LF)	L1	L2	H			(SF)	CURB RAMP (EA)		
21322	Evalyn Ave	4	8	4	32								1	
21325	Evalyn Ave	4	16	4	64								1	
21326	Evalyn Ave	4	4		16								1	
21329	Evalyn Ave	4	12	4	48								1	
21330	Evalyn Ave	4	8	4	32								1	
21333	Evalyn Ave	4	16	4	64								1	
21334	Evalyn Ave	4	20	4	80								1	
21401	Evalyn Ave	4	8	4	32								1	
21402	Evalyn Ave	4	32	4	128								1	
21405	Evalyn Ave	4	12	4	48								1	
21406	Evalyn Ave	4	16	4	64								1	
21409	Evalyn Ave	4	28	4	112								1	
21410	Evalyn Ave	4	16	4	64								1	
21413	Evalyn Ave	4	8	4	32								1	
21414	Evalyn Ave	4	12	4	48								1	
21417	Evalyn Ave	4	12	4	48								1	
21418	Evalyn Ave	4	8	4	32								1	
21421	Evalyn Ave	4	24	4	96								1	
21422	Evalyn Ave	4	8	4	32								1	
21425	Evalyn Ave	4	4	4	16								1	
21426	Evalyn Ave	4	12	4	48								1	
21430	Evalyn Ave	4	20	4	80								1	
21501	Evalyn Ave	4	24	4	96								1	Bricks on Pkwy
21505	Evalyn Ave	4	8	4	32								1	
21506	Evalyn Ave	4	20	4	80								1	
21509	Evalyn Ave	4	8	4	32								1	
21510	Evalyn Ave	4	8	4	32								1	
21513	Evalyn Ave	4	8	4	32								1	
21514	Evalyn Ave	4	12	4	48								1	
21601	Evalyn Ave	4	8	4	32								1	
21602	Evalyn Ave	4	8	4	32								1	
21605	Evalyn Ave	4	12	4	48								1	
21606	Evalyn Ave	4	4	4	16								1	
21609	Evalyn Ave	4	8	4	32								1	
21610	Evalyn Ave	4	4	4	16								1	
21613	Evalyn Ave	4	8	4	32								1	
21614	Evalyn Ave	4	8	4	32								1	
21617	Evalyn Ave	4	16	4	64								1	
21618	Evalyn Ave	4	8	4	32								1	
21622	Evalyn Ave	4	24	4	96								1	
21701	Evalyn Ave	4	8	4	32								1	
21702	Evalyn Ave	4	12	4	48								1	
21705	Evalyn Ave	4	24	4	96								1	
21706	Evalyn Ave	4	20	4	80								1	
21709	Evalyn Ave	4	4	4	16								1	
21710	Evalyn Ave	4	12	4	48								1	
21713	Evalyn Ave	4	8	4	32								1	
21714	Evalyn Ave	4	4	4	16								1	
21717	Evalyn Ave	4	12	4	48								1	
21718	Evalyn Ave	4	12	4	48								1	

**QUANTITIES (AREA 3)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			15	6	18		19	COMMENTS
		LENGTH	WIDTH	REMOVE/REPLACE	(SF)	CURB & GUTTER REMOVE/REPLACE (LF)	L1	L2			H	CONC. SPANDREL SF		
21721	Evalyn Ave	20	4	80		24					1	1 Chinese Pistache		
21722	Evalyn Ave	4	4	16										
21725	Evalyn Ave	8	4	32							1	1 Chinese Pistache		
21726	Evalyn Ave	8	4	32		8							1	
21729	Evalyn Ave	12	4	48							1	1 Chinese Pistache		
21730	Evalyn Ave	8	4	32		4							1	
21733	Evalyn Ave	24	4	96		24							1	
21734	Evalyn Ave	12	4	48		16							1	
4707	Lee St	4	4	16									1	
4711	Lee St	8	4	32									1	
4807	Lee St	28	4	112							1	1 Western Redbud		
4815	Lee St	8	4	32									1	
4821	Lee St	16	4	64							1	1 Western Redbud		
4903	Lee St	-	-	-		-							-	
4911	Lee St	8	4	32			10	14	4.5	54			1	
4919	Lee St	16	4	64			10	14	4.5	54			1	
4927	Lee St	34	4	136			10	14	4.5	54			1	
5003	Lee St	21	4	84			8	6	4.5	32			1	
5006	Lee St	28	4	112									-	
5007	Lee St	4	4	16									-	
5011	Lee St	8	4	32									1	
5014	Lee St	8	4	32									1	
5015	Lee St	8	4	32									1	
5018	Lee St	16	4	64							1	1 Western Redbud		
5019	Lee St	8	4	32									-	
5020	Lee St	8	4	32									1	
5021	Lee St	8	4	32									1	
5024	Lee St	16	4	64							1	1 Western Redbud		
5025	Lee St	12	4	48							1	1 Western Redbud		
5028	Lee St	4	4	16									-	
5029	Lee St	12	4	48									1	
5032	Lee St	16	4	64									1	
5033	Lee St	-	-	-		-							-	
5102	Lee St	4	4	16									1	
5103	Lee St	12	4	48									1	
5106	Lee St	88	4	352							1		1	
5107	Lee St	28	4	112									1	
5110	Lee St	8	4	32							1	1 Western Redbud		
5111	Lee St	12	4	48									1	
5114	Lee St	4	4	16									-	
5115	Lee St	4	4	16									-	
5118	Lee St	26	4	104							1	1 Western Redbud		
5119	Lee St	8	4	32									1	
5202	Lee St	12	4	48		12	4	7	4.5	25			1	
5203	Lee St	4	4	16									1	
5206	Lee St	8	4	32									1	
5207	Lee St	8	4	32									1	
5210	Lee St	8	4	32									1	
5211	Lee St	12	4	48									1	
5214	Lee St	4	4	16									1	

**QUANTITIES (AREA 3)**

BID ITEM NO.	ADDRESS	10 SIDEWALK REMOVE/REPLACE		11 & 16 CURB & GUTTER REMOVE/REPLACE		12 DRIVEWAY REMOVE/REPLACE			15 CONC. SPANDREL SF	16 CURB RAMP (EA)	18 TREE REPLACE		19 ROOT PRUNE TREE	COMMENTS
		LENGTH	WIDTH	(SF)	(LF)	L1	L2	H			(SF)	EA		
5215	Lee St	12	4	48									1	
5218	Lee St	-	-	-									-	
5219	Lee St	8	4	32										
5222	Lee St	4	4	16									1	
5223	Lee St	24	4	96									1	
5226	Lee St	4	4	16									2	
5227	Lee St	20	4	80									1	
5230	Lee St	-	-	-						1			-	
5231	Lee St	-	-	-									-	
4628	Lenore St	24	4	96				10	14	4.5	54		1	
4703	Lenore St	28	4	112				8	6	7.5	53		1	
4820	Lenore St	28	4	112	15									
4928	Lenore St	8	4	32	4							1	1	Brisbane Box
5012	Lenore St	16	4	64									1	
5016	Lenore St	8	4	32				13	11	7.5	90			
5017	Lenore St	24	4	96				10	10	7.5	75		1	
5020	Lenore St	8	4	32	4								1	
5021	Lenore St	-	-	-				5	5	7.5	38			
5024	Lenore St	-	-	-										
5025	Lenore St	10	4	40		12								
5028	Lenore St	4	4	16				1	4	7.5	19			
5029	Lenore St	4	4	16										
5032	Lenore St	4	4	16										
5033	Lenore St	-	-	-	4									
5102	Lenore St	-	-	-										
5103	Lenore St	8	4	32									1	
5106	Lenore St	12	4	48				10	8	7.5	68		1	
5107	Lenore St	-	-	-										
5110	Lenore St	4	4	16										
5111	Lenore St	8	4	32										
5114	Lenore St	4	4	16									1	
5115	Lenore St	-	-	-										
5202	Lenore St	4	4	16									1	
5203	Lenore St	8	4	32									1	
5206	Lenore St	-	-	-									-	
5207	Lenore St	20	4	80		8							1	
5211	Lenore St	4	4	16										
5215	Lenore St	-	-	-		8								
5219	Lenore St	-	-	-										
5223	Lenore St	8	4	32									1	Brisbane Box
5225	Lenore St	12	4	48									1	Brisbane Box
5013	Lillian St	28	4	112									1	Remove 1 pepper on Ellinwood
5016	Lillian St	16	4	64									1	Strawberry Tree
5017	Lillian St	4	4	16										
5020	Lillian St	4	4	16			4	4	4.5	18				
5021	Lillian St	16	4	64										
5024	Lillian St	-	-	-										
5025	Lillian St	4	4	16										
5028	Lillian St	4	4	16										
5029	Lillian St	12	4	48									1	

**QUANTITIES (AREA 3)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			CURB RAMP (EA)	15	6		18		19		COMMENTS
		LENGTH	WIDTH	REMOVE/REPLACE (SF)	REMOVE/REPLACE (LF)	L1	L2	H			(SF)	CONC. SPANDREL	REMOVE	EA	EA	EA	
5032	Lillian St	24	4	96												1	
5033	Lillian St	24	4	96		14	11	4.5	56								1
5101	Lillian St	18	4	72	12												
5102	Lillian St	28	4	112		5	7	4.5	27								
5103	Lillian St	12	4	48													1
5106	Lillian St	16	4	64													1
5107	Lillian St	32	4	128	12												1
5110	Lillian St	24	4	96													1
5111	Lillian St	24	4	96													1
5114	Lillian St	16	4	64													1
5115	Lillian St	-	-	-	-												1
5202	Lillian St	24	4	96													1
5203	Lillian St	28	4	112	10												1
5206	Lillian St	24	4	96													1
5207	Lillian St	12	4	48													1
5210	Lillian St	-	-	-	-												1
5211	Lillian St	-	-	-	-												1
5214	Lillian St	26	4	104	16												1
5215	Lillian St	18	4	72	10												1
5218	Lillian St	16	4	64													1
5219	Lillian St	4	4	16													1
5222	Lillian St	12	4	48	24												1
5223	Lillian St	20	4	80													1
5226	Lillian St	12	4	48													1
5227	Lillian St	24	4	96													1
5230	Lillian St	20	4	80													1
5231	Lillian St	40	4	160		14	10	4.5	54								1
21326	Palos Verdes Blvd	24	4	96	18	10	12	4.5	50								1
21414	Palos Verdes Blvd	40	4	160	30	15	15	2.0	30								1
21510	Palos Verdes Blvd	48	4	192	40												1
21602	Palos Verdes Blvd	24	4	96													1
21601	Paul Ave.	12	4	48													1
21602	Paul Ave.	12	4	48	4												1
21502	Reynolds St	42	4	168	8	4	5	4.5	20								1
21505	Reynolds St	12	4	48													1
21506	Reynolds St	12	4	48	15												1
21509	Reynolds St	8	4	32													1
21510	Reynolds St	12	4	48													1
21513	Reynolds St	12	4	48													1
21514	Reynolds St	4	4	16													1
21601	Reynolds St	16	4	64	14												1
21602	Reynolds St	4	4	16													1
21605	Reynolds St	8	4	32													1
21606	Reynolds St	20	4	80													1
21609	Reynolds St	-	-	-	-												1
21610	Reynolds St	-	-	-	-												1
21612	Reynolds St	8	4	32													1
21613	Reynolds St	8	4	32													1
21616	Reynolds St	12	4	48	4												1
21617	Reynolds St	24	4	96													1

**QUANTITIES (AREA 3)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			15		18		19		COMMENTS
		LENGTH	WIDTH	REMOVE/REPLACE (LF)	DRIVEWAY REMOVE/REPLACE	CURB RAMP (EA)	CONC. SPANDREL (SF)	TREE REMOVE (EA)	TREE REPLACE TYPE	ROOT PRUNE TREE	EA	EA	EA		
21701	Reynolds St	20	4	80										1	
21702	Reynolds St	12	4	48											1
21705	Reynolds St	16	4	64											
21706	Reynolds St	20	4	80											
21709	Reynolds St	12	4	48	4	4	4.5	18							1
21710	Reynolds St	4	4	16											1
21712	Reynolds St	8	4	32											1
21713	Reynolds St	12	4	48	8	14	4.5	50							1
21716	Reynolds St	12	4	48	16								1	1	Water Gum
21717	Reynolds St	12	4	48											1
21720	Reynolds St	20	4	80											1
21724	Reynolds St	12	4	48	8										1
5012	Ruby St	16	4	64											
5013	Ruby St	36	4	144											
5016	Ruby St	12	4	48	24	24	4.5	99							2
5017	Ruby St	4	4	16											
5020	Ruby St	12	4	48											
5021	Ruby St	4	4	16											
5024	Ruby St														
5025	Ruby St	4	4	16											
5028	Ruby St	20	4	80											
5029	Ruby St	24	4	96	12	4	4.5	18							1
5032	Ruby St	28	4	112	12										1
5033	Ruby St	8	4	32											
5102	Ruby St	20	4	80											1
5103	Ruby St	20	4	80	16										1
5106	Ruby St	16	4	64	8										1
5107	Ruby St	4	4	16											
5110	Ruby St	8	4	32											
5111	Ruby St	16	4	64	12										1
5114	Ruby St														
5115	Ruby St														
5202	Ruby St	8	4	32	12										1
5203	Ruby St	24	4	96											1
5206	Ruby St														
5207	Ruby St	24	4	96	4										1
5210	Ruby St	32	4	128											1
5211	Ruby St	24	4	96											1
5214	Ruby St	16	4	64											1
5215	Ruby St														
5218	Ruby St	70	4	280											1
5219	Ruby St	12	4	48	16										1
5222	Ruby St	16	4	64	8	8	4.5	36							1
5223	Ruby St	28	4	112	8	4	4.5	18							1
5226	Ruby St	32	4	128											1
5227	Ruby St	12	4	48	16	12	9	4.5	47						1
5230	Ruby St	4	4	16											
4703	Scott St	28	4	112											1
4706	Scott St	24	4	96	8	5	4	4.5	20						1
4707	Scott St	12	4	48	8	5	3	4.5	18						1

**QUANTITIES (AREA 3)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			CURB RAMP (EA)	15	6	18		19	COMMENTS
		REMOVE/REPLACE LENGTH	WIDTH (SF)	CURB & GUTTER REMOVE/REPLACE (LF)	L1	L2	H	DRIVEWAY REMOVE/REPLACE (SF)				TREE REPLACE	EA		
4710	Scott St	16	4	64										1	
4711	Scott St	12	4	48										1	
4714	Scott St	24	4	96			5	3	4.5	18				1	
4715	Scott St	-	-	-										1	
4806	Scott St	20	4	80		12					1		1	Water Gum	1
4807	Scott St	8	4	32										1	
4814	Scott St	8	4	32			8	6	4.5	32				1	
4815	Scott St	10	4	40										1	
4821	Scott St	8	4	32										1	
4902	Scott St	4	4	16										1	
4903	Scott St	28	4	112										1	
4906	Scott St	4	4	16										1	
4907	Scott St	40	4	160			10	15	4.5	56				1	
4910	Scott St	8	4	32		8								1	Brick Pwky
4911	Scott St	24	4	96							1			1	Water Gum
4918	Scott St	16	4	64										1	
4919	Scott St	16	4	64										1	
5002	Scott St	-	4	-										1	
5003	Scott St	12	4	48										1	
5006	Scott St	-	4	-										1	
5007	Scott St	12	4	48										1	Bricks on Pkwy
5010	Scott St	8	4	32										-	
5011	Scott St	8	4	32										-	
5014	Scott St	8	4	32										1	
5015	Scott St	8	4	32										1	
5018	Scott St	20	4	80		6	10	8	4.5	41				1	
5019	Scott St	8	4	32		4								1	
5020	Scott St	24	4	96		10	10	14	4.5	54				1	Water Gum
5021	Scott St	8	4	32			8	6	4.5	32				1	
5024	Scott St	20	4	80		14					1			1	Water Gum
5025	Scott St	-	-	-			4	1	4.5	11				1	
5028	Scott St	-	-	-		5								1	
5029	Scott St	4	4	16		4								1	
5032	Scott St	-	-	-										1	
5033	Scott St	8	4	32										1	
5102	Scott St	28	4	112							1			1	Water Gum
5103	Scott St	-	-	-										1	
5106	Scott St	16	4	64							1			1	Water Gum
5107	Scott St	8	4	32		4								1	
5110	Scott St	8	4	32										1	
5111	Scott St	-	-	-										1	
5114	Scott St	20	4	80			4	7	4.5	25				1	
5115	Scott St	8	4	32										1	
5118	Scott St	12	4	48		4	3	5	4.5	18				1	
5119	Scott St	8	4	32										1	
5202	Scott St	8	4	32			12	15	4.5	61				1	
5203	Scott St	8	4	32										1	
5206	Scott St	16	4	64			10	16	4.5	59				1	Water Gum
5207	Scott St	12	4	48		4								1	
5210	Scott St	12	4	48		4								1	

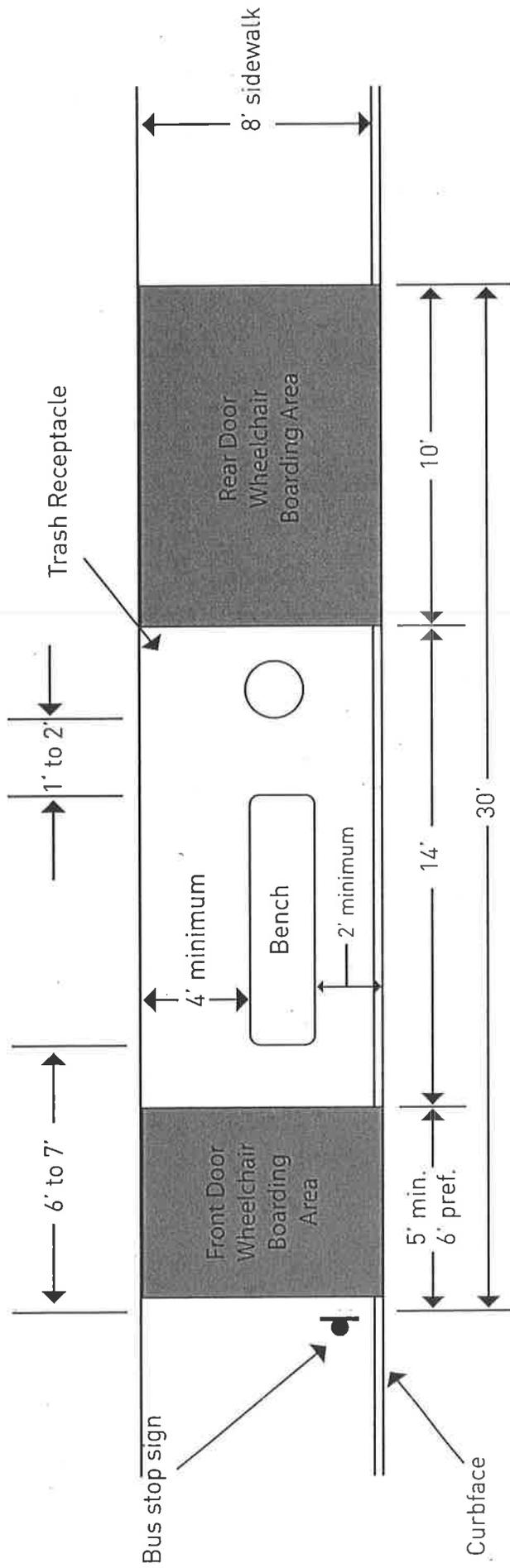
**QUANTITIES (AREA 3)**

BID ITEM NO.	ADDRESS	10		11 & 16		12			CURB RAMP (EA)	15	6	18		19	COMMENTS
		LENGTH	WIDTH	REMOVE/REPLACE (SF)	CURB & GUTTER REMOVE/REPLACE (LF)	L1	L2	H				DRIVEWAY REMOVE/REPLACE (SF)	TREE REPLACE		
5211	Scott St	-	-	-	4	-	-	-	-	-	-	-	-	1	-
5214	Scott St	16	4	64	-	-	-	-	-	-	1	1	Water Gum	-	-
5215	Scott St	4	4	16	-	-	-	-	-	-	-	-	-	1	-
5218	Scott St	4	4	16	-	4	4	4.5	18	-	-	-	-	1	-
5219	Scott St	-	-	-	-	-	-	-	-	-	-	-	-	1	-
5222	Scott St	12	4	48	-	4	4	4.5	18	-	-	-	-	1	-
5223	Scott St	12	4	48	-	-	-	-	-	-	-	-	-	1	-
5226	Scott St	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5227	Scott St	12	4	48	-	5	2	4.5	16	-	-	-	-	1	-
5230	Scott St	4	4	16	-	-	-	-	-	-	-	-	-	-	-
5231	Scott St	-	-	-	-	-	-	-	-	-	-	-	-	1	-
5012	Steveann St	28	4	112	12	-	-	-	-	-	-	-	-	1	-
5013	Steveann St	28	4	112	-	-	-	-	-	-	-	-	-	2	-
5016	Steveann St	16	4	64	-	-	-	-	-	-	1	1	Chinese Pistache	-	-
5017	Steveann St	12	4	48	-	-	-	-	-	-	-	-	-	1	-
5020	Steveann St	12	4	48	-	-	-	-	-	-	-	-	-	1	-
5021	Steveann St	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5024	Steveann St	12	4	48	-	12	8	4.5	45	-	-	-	-	1	-
5025	Steveann St	12	4	48	-	-	-	-	-	-	-	-	-	1	-
5028	Steveann St	24	4	96	16	-	-	-	-	-	1	1	Chinese Pistache	-	-
5029	Steveann St	8	4	32	-	-	-	-	-	-	-	-	-	1	-
5032	Steveann St	24	4	96	-	-	-	-	-	-	1	1	Chinese Pistache	-	-
5033	Steveann St	28	4	112	-	-	-	-	-	-	1	1	Chinese Pistache	-	-
5102	Steveann St	16	4	64	-	-	-	-	-	-	-	-	-	1	-
5103	Steveann St	12	4	48	13	-	-	-	-	-	1	1	Chinese Pistache	-	-
5106	Steveann St	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5107	Steveann St	12	4	48	-	-	-	-	-	-	-	-	-	1	-
5110	Steveann St	-	-	-	-	-	-	-	-	-	-	-	-	1	-
5111	Steveann St	4	4	16	-	-	-	-	-	-	-	-	-	1	-
5114	Steveann St	20	4	80	28	-	-	-	-	-	1	1	Chinese Pistache	-	-
5115	Steveann St	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5202	Steveann St	4	4	16	-	5	3	4.5	18	-	-	-	-	-	-
5203	Steveann St	-	-	-	12	15	18	4.5	74	-	-	-	-	-	-
5206	Steveann St	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5207	Steveann St	15	4	60	18	-	-	-	-	-	1	1	Chinese Pistache	-	-
5210	Steveann St	24	4	96	20	-	-	-	-	-	1	1	Chinese Pistache	-	-
5211	Steveann St	16	4	64	-	-	-	-	-	-	1	1	Chinese Pistache	-	-
5214	Steveann St	12	4	48	-	-	-	-	-	-	-	-	-	1	-
5215	Steveann St	12	4	48	-	-	-	-	-	-	-	-	-	-	-
5218	Steveann St	8	4	32	4	-	-	-	-	-	-	-	-	-	-
5219	Steveann St	4	4	16	-	-	-	-	-	-	-	-	-	-	-
5222	Steveann St	12	4	48	-	-	-	-	-	-	-	-	-	1	-
5223	Steveann St	8	4	32	-	-	-	-	-	-	-	-	-	-	-
5226	Steveann St	4	4	16	8	11	7	4.5	41	-	-	-	-	1	-
5227	Steveann St	30	4	120	-	-	-	-	-	-	-	-	-	1	-
5231	Steveann St	16	4	64	-	-	-	-	-	-	1	1	Chinese Pistache	-	-
21502	Vicky St	28	4	112	10	-	-	-	-	-	2	2	Aristocrat Pear	-	-
21505	Vicky St	6	4	24	15	-	-	-	-	-	-	-	-	1	-
21506	Vicky St	12	4	48	-	-	-	-	-	-	-	-	-	1	-
21509	Vicky St	32	4	128	-	-	-	-	-	-	-	-	-	1	-



**APPENDIX VII**

**BUS STOP MODIFICATIONS PROJECT QUANTITIES AND DETAILS**



**Note:**

1. The bench should be placed between 6' to 7' from the concrete pad edge, on the back side of the sidewalk.
2. Both the front and rear door wheelchair boarding areas need to be free of all above ground obstacles. This includes street furniture (benches/shelters), trash receptacles, tree wells, utility poles, light standards, mailboxes, miscellaneous signs, news-racks, etc.
3. Trash receptacles can be placed on either side of the bench, but should be 1'-2' from the bench. It is preferred the bench be closer to the front door loading area so that passengers are closer to the front boarding area and the bus stop sign.



Bench Placement - 8 foot wide sidewalk



**PROPOSED BUS STOP PAD AT  
CARSON ST (WB) NEAR DEL AMO CIRCLE BL  
DETAIL 2 OF 6  
ITEM NO. 15**

**DEL AMO CIRCLE BL**

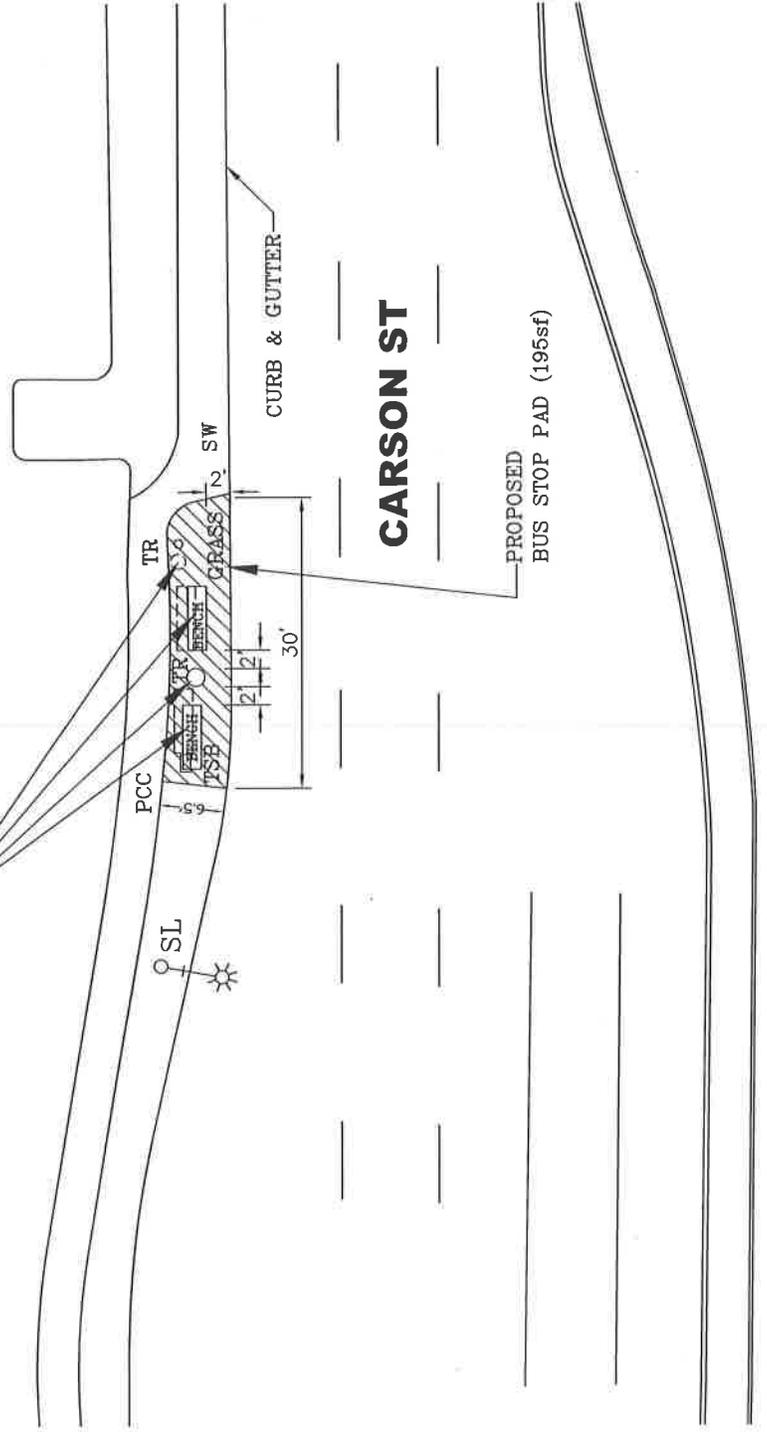


SCALE: 1"=20'

**LEGEND**

- TSP = TRAFFIC SIGNAL POLE
- TSB = TRAFFIC SIGNAL BOX
- TR = TRASH RECEPTACLE
- CP = CABINET PANEL
- UB = UTILITY BOX
- PCC = PORTLAND CEMENT CONCRETE
- AC = ASPHALT CONCRETE
- PA = PLANTING AREA
- O+▲ = TRAFFIC SIGNAL HEAD
- PP = PROTECT IN PLACE
- SL = ○—○—○ STREET LIGHT
- = BUS STOP SIGN
- SW = SIDEWALK
- ▨ = NEW PCC SW

REINSTALL BENCHES AND TRASH  
BINS AFTER CONCRETE  
PLACEMENT PER BENCH  
PLACEMENT DETAILS.



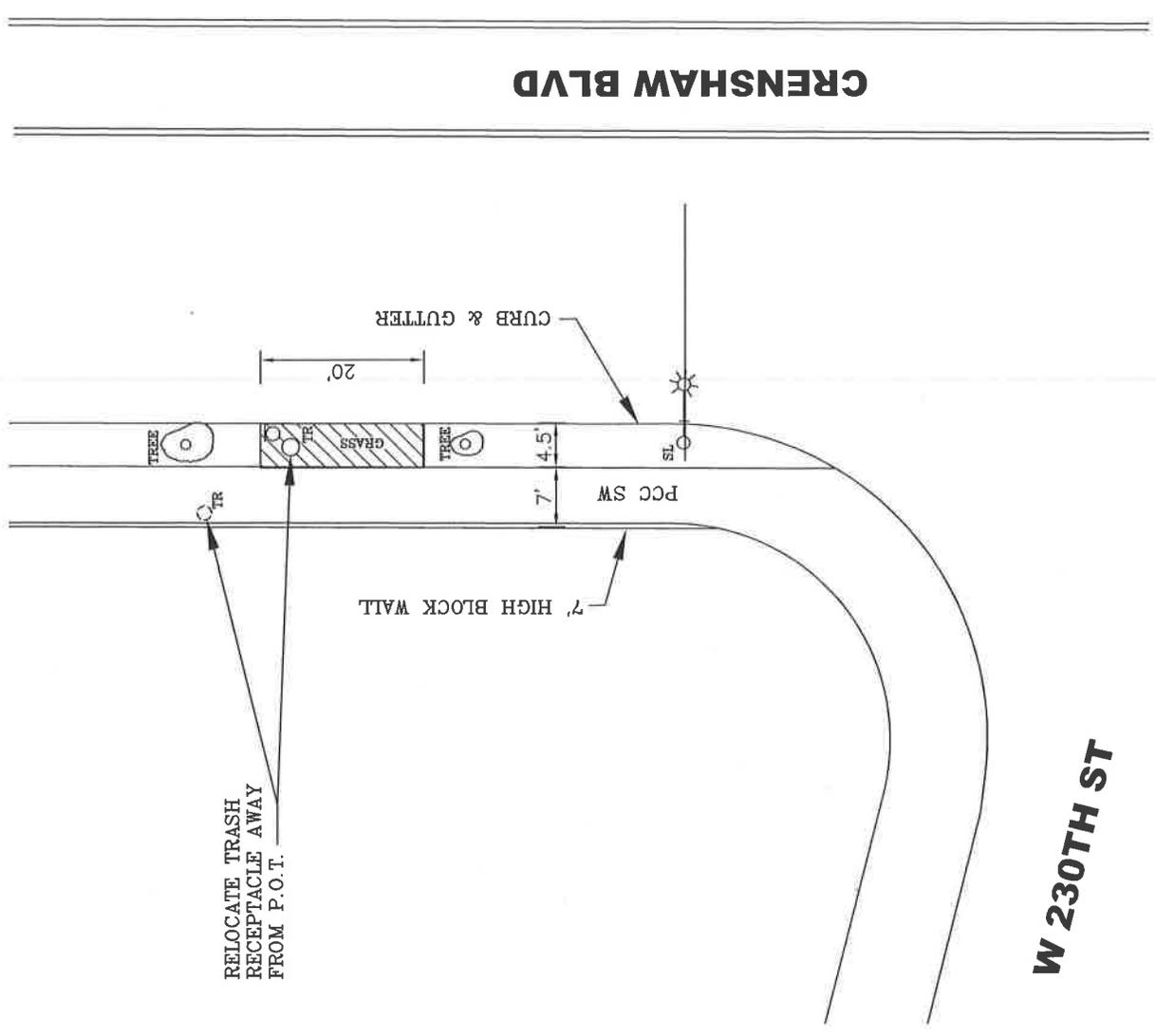
**EXISTING BUS STOP PAD AT  
CRENSHAW BLVD (SB) AND 230TH ST  
DETAIL 3 OF 6  
ITEM NO. 26**



SCALE: 1"=20'

LEGEND

- TSP = TRAFFIC SIGNAL POLE
- TSB = TRAFFIC SIGNAL BOX
- TR = TRASH RECEPTACLE
- CP = CABINET PANEL
- UB = UTILITY BOX
- PCC = PORTLAND CEMENT CONCRETE
- AC = ASPHALT CONCRETE
- PA = PLANTING AREA
- O+T = TRAFFIC SIGNAL HEAD
- PP = PROTECT IN PLACE
- SL =  STREET LIGHT
-  BUS STOP SIGN
- P.O.T. = PATH OF TRAVEL
- SW = SIDEWALK
-  NEW PCC SW



RELOCATE TRASH RECEPTACLE AWAY FROM P.O.T.

**CRENSHAW BLVD**

**W 230TH ST**

**EXISTING BUS STOP PAD AT  
MADRONA AVE (NB) AND EMERALD ST  
DETAIL 4 OF 6  
ITEM NO. 38**



SCALE: 1"=20'

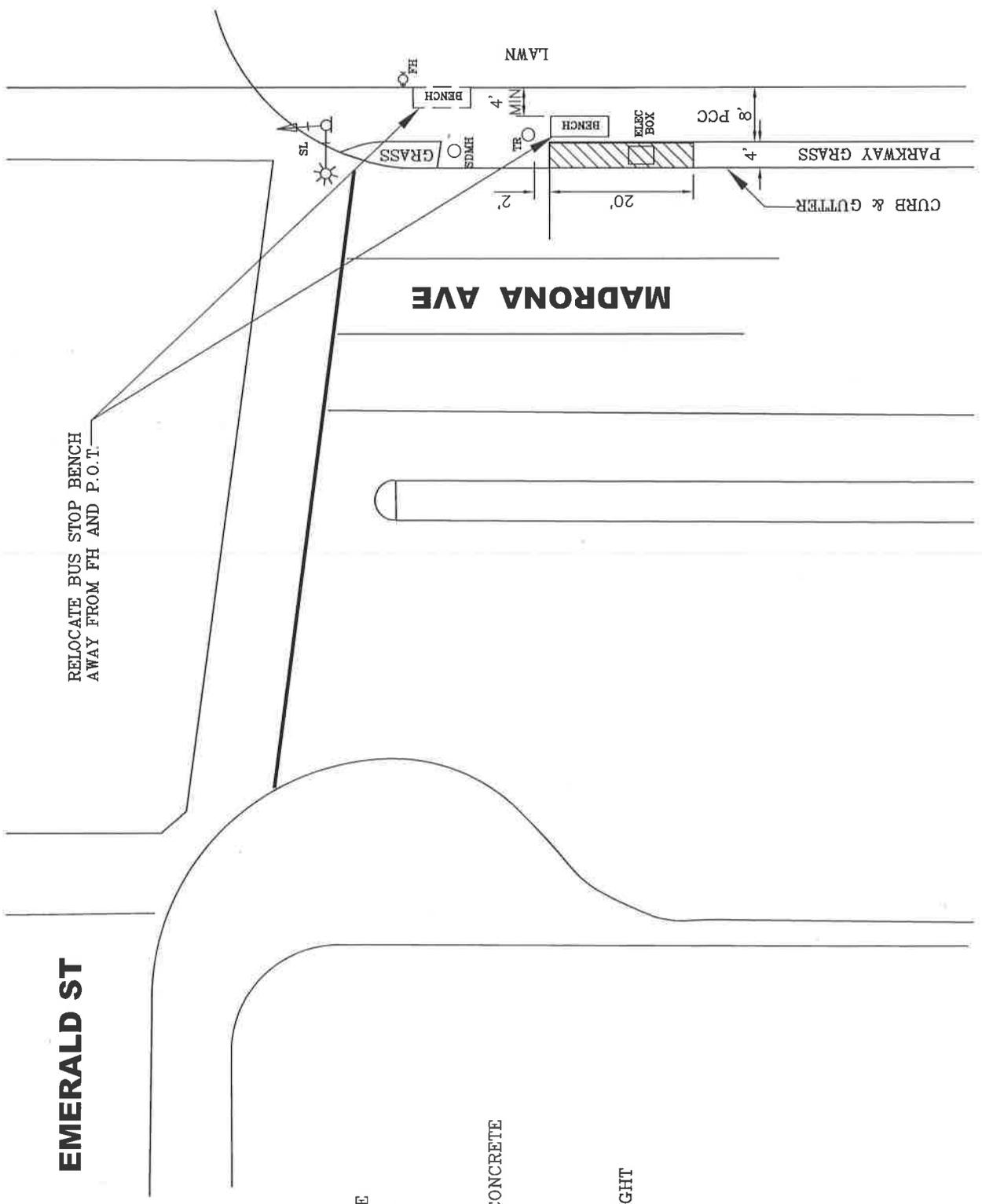
**EMERALD ST**

RELOCATE BUS STOP BENCH  
AWAY FROM FH AND P.O.T.

**MADRONA AVE**

LEGEND

- TSP = TRAFFIC SIGNAL POLE
- TSB = TRAFFIC SIGNAL BOX
- TR = TRASH RECEPTACLE
- CP = CABINET PANEL
- UB = UTILITY BOX
- PCC = PORTLAND CEMENT CONCRETE
- AC = ASPHALT CONCRETE
- PA = PLANTING AREA
- TRAFFIC SIGNAL HEAD
- PP = PROTECT IN PLACE
- SL = ○— STREET LIGHT
- BUS STOP SIGN
- P.O.T.= PATH OF TRAVEL
- SW = SIDEWALK
- ▨ NEW PCC SW



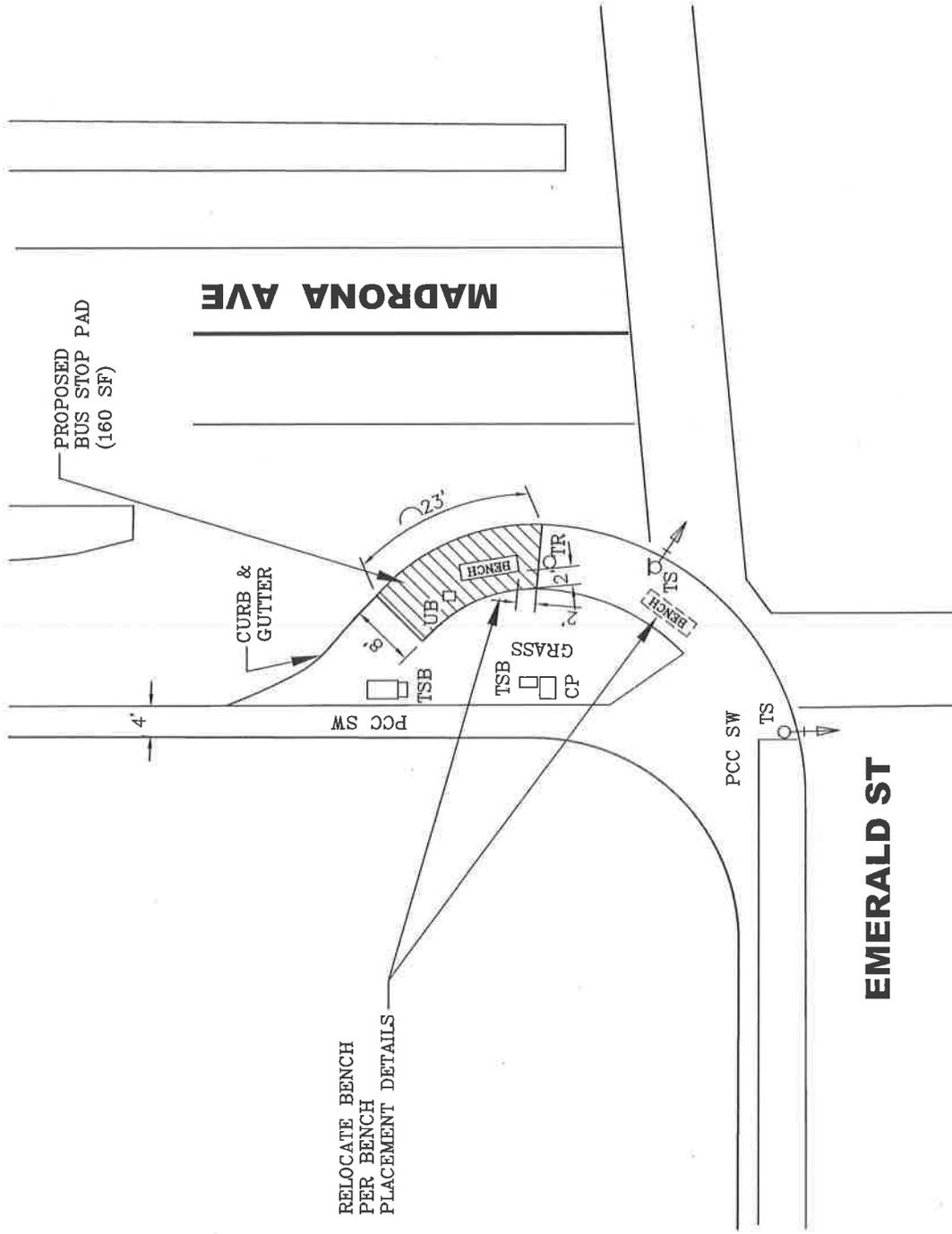
**PROPOSED BUS STOP PAD AT  
MADRONA AVE (SB) AND EMERALD ST  
DETAIL 5 OF 6  
ITEM NO. 39**



SCALE: 1"=20'

**LEGEND**

- TSP = TRAFFIC SIGNAL POLE
- TSB = TRAFFIC SIGNAL BOX
- TR = TRASH RECEPTACLE
- CP = CABINET PANEL
- UB = UTILITY BOX
- PCC = PORTLAND CEMENT CONCRETE
- AC = ASPHALT CONCRETE
- PA = PLANTING AREA
- O+▲ = TRAFFIC SIGNAL HEAD
- PP = PROTECT IN PLACE
- SW = SIDEWALK
-  NEW PCC SW



RELOCATE BENCH  
PER BENCH  
PLACEMENT DETAILS

**PROPOSED BUS STOP PAD AT  
ARLINGTON AVE (SB) AND CARSON ST  
DETAIL 6 OF 6  
ITEM NO. 5**

**CARSON ST**

**ARLINGTON AVE**

**ALLEY**



SCALE: 1"=20'

LEGEND

- TSP = TRAFFIC SIGNAL POLE
- TSB = TRAFFIC SIGNAL BOX
- TR = TRASH RECEPTACLE
- CP = CABINET PANEL
- UB = UTILITY BOX
- PCC = PORTLAND CEMENT CONCRETE
- AC = ASPHALT CONCRETE
- PA = PLANTING AREA
- TRAFFIC SIGNAL HEAD
- PP = PROTECT IN PLACE
- SL = ○—○ STREET LIGHT
- BUS STOP SIGN
- SW = SIDEWALK
- ▨ NEW PCC SW

RELOCATE BENCH AND  
TRASH RECEPTACLE  
PER BENCH PLACEMENT  
DETAILS.

