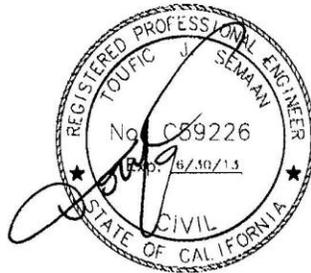


**PROPOSAL, SPECIFICATIONS, BOND
AND AFFIDAVIT
FOR THE CONSTRUCTION OF**

**Intersection Improvements at
Hawthorne Boulevard and Skypark Drive
B2011-39**



**TOUFIC (Ted) SEMAAN
CITY ENGINEER**

September 14, 2011

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SECTION A

NOTICE INVITING BIDS

**CITY OF TORRANCE, CALIFORNIA
NOTICE INVITING BIDS**

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, October 13, 2011**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF
Intersection Improvements at
Hawthorne Boulevard and Skypark Drive
B2011-39**

Plans, Bid Schedule and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at <http://www.torranceca.gov/23337.htm>

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

A bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$25 if picked up at City Hall or \$30 if requested by mail. Both amounts include tax. Neither amount is refundable.

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

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2011-39**

The Engineer's estimate of the contract total is \$182,000. All work shall be completed within 45 working days from the date of the Notice to Proceed (NTP).

A Notice to Proceed to Order Materials will be issued to allow for ordering of materials that require time for fabrication. No mobilization or work will be allowed until schedule and material delivery date is provided at which time the 45 working day NTP will be provided.

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.

It is the intent of these drawings and this design that the work represented here be completed by a licensed contractor with experience and qualifications specific to this unique work. The contractor's experience and qualifications shall include, at a minimum, the successful completion of at least (2) projects of equivalent scope completed within the last (5) years as determined by the owner or his representative.

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

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

For further information, contact Bill Kamimura or Ted Semaan at (310) 781-6900 in the Public Works Department.

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.

It is the intent of these drawings and this design that the work represented here be completed by a licensed contractor with experience and qualifications specific to this work. The contractor's experience and qualifications shall include, at a minimum, the successful completion of at least (2) projects of equivalent scope completed within the last (5) years as determined by the owner or his representative.

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

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

C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required eight (8) Submittal Documents:

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

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

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required eight (8) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

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

H. EXECUTION OF CONTRACT

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

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

I. APPRENTICESHIP EMPLOYMENT STANDARDS

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

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. The Contractor shall obtain a City of Torrance Business License, Construction, Plumbing, Building and Electrical Permits and Encroachment Permit. The Contractor shall obtain a State of California-Department of Transportation (Caltrans) Permit in addition to the City obtained Permit No. 710-0184 (Appendix IV). The fees for the Contractor's permit may or may not be exempted from fees. If the fees are not exempted, fees shall be considered as included in the Contract unit prices for the associated items of work for which it is needed and no additional compensation will be allowed therefore.

K. INSURANCE

The Contractor shall maintain Insurance as specified in:

- the Public Works Agreement included in Section D of these Specifications; and

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit its question(s) in writing to the Torrance Public Works Department. Any and all questions must be emailed to Mr. Ted Semaan, Engineering Manager at TSemaan@TorranceCA.Gov. Please list **"Intersection improvements at Hawthorne Boulevard and Skypark Drive RFI – (question topic)"** in the subject line of the email.

All questions must be received no later than 5:00 p.m. on the Monday prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Bill Kamimura or Ted Semaan at (310) 781-6900.

M. CONSTRUCTION SCHEDULE AND PRECONSTRUCTION CONFERENCE.

The office staff of the City is currently operating on a 9/80 work week; therefore, City Hall is closed every other Friday. (However, Inspection normally is available every Friday.

In accordance with the provisions of Subsection 6-1 of the Standard Specifications, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At least two (2) days, exclusive of Saturdays, Sundays and holidays, prior to commencement of work, the Contractor and all subcontractors shall attend a preconstruction conference at the City Hall, City of Torrance, California.

The Contractor shall immediately order traffic signal equipment and/or other materials requiring a delivery delay upon receipt of a written notice from the City that the City Council has approved an Award of Contract. Contractor shall provide written proof(s) of timely material order(s) and shall include any delivery delays in the Construction Schedule.

SECTION C
BID DOCUMENTS

THIS DOCUMENT IS FOR REFERENCE ONLY AND IS INTENDED TO PROVIDE PROSPECTIVE BIDDERS AND SUBCONTRACTORS A LISTING OF THE ACTUAL BID ITEMS AND QUANTITIES FOR THIS PROJECT.

THE OFFICIAL AND REQUIRED BIDDER'S PROPOSAL FORMS MUST BE OBTAINED AT THE OFFICE OF THE CITY CLERK (310) 618-2870, CITY HALL, 3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA, OR MAILED AT A COST OF \$5. THE AMOUNT INCLUDES TAX AND IS NOT REFUNDABLE.

**Intersection Improvements at
Hawthorne Boulevard and Skypark Drive
B2011-39**

BID SCHEDULE- FOR REFERENCE ONLY

| ITEM NO. | ITEM DESCRIPTION | SPEC | QTY. | UNIT OF MEASURE | UNIT PRICE | TOTAL BID |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-----------------|------------|-----------|
| SECTION 1 - GENERAL REQUIREMENTS | | | | | | |
| 1 | TRAFFIC CONTROL | | 1 | LS | \$ | \$ |
| 2 | REMOVE CONCRETE CURB AND GUTTER | | 610 | LF | \$ | \$ |
| 3 | 2" AC-RUBBERIZED ASPHALT TYPE D | | 49 | TON | \$ | \$ |
| 4 | 13" ASPHALT CONCRETE - TYPE B | | 317 | TON | \$ | \$ |
| 5 | 4" AGGREGATE BASE | | 47 | CY | \$ | \$ |
| 6 | CONSTRUCT TYPE B-2 CURB AND GUTTER MODIFIED TO MATCH EXISTING AND 6" SIDEWALK IN KIND | | 30 | LF | \$ | \$ |
| 7 | REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE B PER CALTRANS STANDARD NO. A88A (SOUTHWEST CORNER) | | 55 | SF | \$ | \$ |
| 8 | REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP PASSAGEWAY TYPE A PER CALTRANS STANDARD NO. A88B (CENTER MEDIAN SOUTH) | | 35 | SF | \$ | \$ |
| 9 | REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE B PER CALTRANS STANDARD NO. A88A. REPAIR SIDEWALK AS NEEDED (NORTHEAST AND NORTHWEST CORNERS) | | 120 | SF | \$ | \$ |

| | | | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------|--|-----|----|----|----|
| 10 | REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP TYPE C PER CALTRANS STANDARD NO. A88B REPAIR SIDEWALK AS NEEDED (SOUTHEAST CORNER) | | 85 | SF | \$ | \$ |
| 11 | CONSTRUCT 4" PCC SIDEWALK | | 120 | SF | \$ | \$ |
| 12 | TRAFFIC SIGNAL AND LIGHTING | | 1 | LS | \$ | \$ |
| 13 | SIGNING AND STRIPING (THERMOPLASTIC) | | 1 | LS | \$ | \$ |

---END OF BID SCHEDULE---
B2011-39

BIDDER'S PROPOSAL (Continued), B2011-39

TOTAL BID PRICE \$ _____
(Figures)*

TOTAL BID PRICE: _____
(Words)*

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

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

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

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

Contractor: _____

Date: _____ By: _____

Contractor's State License No. _____ Class _____

Address: _____

Phone: _____

Fax: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2011-39

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

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

Bidder's Name (Printed)

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT – B2011-39

STATE OF CALIFORNIA }
 }
COUNTY OF _____}

_____, 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 Intersection Improvements at Hawthorne Boulevard and Skypark Drive, **B2011-39**;

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

CONTRACTOR'S AFFIDAVIT (CONTINUED)

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

Dated this _____ day of _____, 20__.

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

(Contractor)

(Title)

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

BID BOND (10%)

B2011-39

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

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

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, **Project No. B2011-39** said work being: the Intersection Improvements at Hawthorne Boulevard and Skypark Drive in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

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

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____

**LIST OF SUBCONTRACTORS
B2011-39**

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

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

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

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

REFERENCES (PAGE 1 OF 2)
B2011-39

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

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

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

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

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

REFERENCES (Continued) Page 2 of 2

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

| Work Description & Contract Amount | Agency | Date Completed |
|-----------------------------------------------|---------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration _____

b. Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

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

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

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

Yes/No: _____ Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

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

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

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: _____. If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes/No: _____

SECTION D

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

**PERFORMANCE BOND
B2011-39**

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 **Intersection Improvements at Hawthorne Boulevard and Skypark Drive, B2011-39**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

PERFORMANCE BOND (CONTINUED) – B2011-39

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

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

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

**LABOR AND MATERIAL BOND
B2011-39**

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 **Intersection Improvements at Hawthorne Boulevard and Skypark Drive, B2011-39**, 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 _____, 2011

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

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

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to improve the Intersection at Hawthorne Boulevard and Skypark Drive, **B2011-39**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the **Intersection Improvements at Hawthorne Boulevard and Skypark Drive, B2011-39** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

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

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

C. Termination for Breach of Law.

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

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

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

8. CONTRACTOR REPRESENTATIVE(S)

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

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Combined single limits of \$2,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

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

or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

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

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

CONTRACTOR:

Fax: _____

CITY:

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

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement

(whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Patrick Q. Sullivan
Assistant City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR INTERSECTION IMPROVEMENTS AT
HAWTHORNE BOULEVARD AND SKYPARK DRIVE
B2011-39**

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
B2011-39**

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

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

CONTRACTOR

By: _____

Title: _____

SECTION E

SPECIAL PROVISIONS

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

SECTION E - SPECIAL PROVISIONS

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PART 1 - GENERAL PROVISIONS

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

1-2 DEFINITIONS

Add or redefine the following:

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

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

Caltrans – The State of California, Department of Transportation Standard Specifications, May 2006

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

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

1-3 ABBREVIATIONS

1-3.2 Common Usage:

Add the following abbreviations:

| | |
|----------|---------------------------------------------------|
| Approx | Approximate |
| APWA | American Public Works Association |
| BNSF | Burlington Northern Santa Fe Railway Company |
| CA | City Arborist |
| CalWater | California Water Service Company |
| City | City of Torrance |
| Exist. | Existing |
| HASP | Health & Safety Plan |
| LACMTA | Los Angeles County Metropolitan Transit Authority |
| LACSD | County Sanitation Districts of Los Angeles County |
| Med. | Median |
| M.L. | Main Line |
| OH | Overhead |
| Ped. | Pedestrian |
| Reconst. | Reconstruct |
| SPPWC | Standard Plans for Public Works Construction |
| SWPPP | Storm Water Pollution Prevention Plan |
| 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.

2-4 CONTRACT BONDS

Revise the second sentence of the fourth paragraph to read as follows:

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

2-5 PLANS AND SPECIFICATIONS.

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

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

Add the following subsections:

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

1) Project Plans

The existing utility information data provided with the Contract Documents are based on existing plans and documents. The data 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, 2009, promulgated by Public Works Standards, Inc.

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

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

- 1) Standard Specifications for Public Works Construction, 2009 and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) When referenced in these Special Provisions, the State of California Department of Transportation (Caltrans) Standard Specifications, (2006 or latest edition).
- 3) American Water Works Association Standards, latest edition.
- 4) For county sewer lines, the County Sanitation Districts of Los Angeles County, Amendments to the Standard Specifications for Public Works Construction, 2003 edition, as referenced in Appendix VIII.

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 (For City of Torrance Water and Sewer)
- 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 Proposal, Specifications, Bond and Affidavit the order of precedence is as follows:

- 1) Change Orders

NOTE: Contractor shall be in compliance with the requirements of the above agreements for the work as they are applicable. See Appendices for agreements.

- 2) Special Provisions
- 3) Instruction to Bidders
- 4) Referenced Standard Plans
- 5) Referenced Standard Specifications

If the Contractor, during 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 action 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. Add the following to the second paragraph:

- 1) Proposed haul routes material disposal and delivery

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

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

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

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and contract documents. The general items of work include curb and gutter, access ramp, signal and signing and striping, and other items not mentioned that are required by the Plans and Specifications

2-9 SURVEYING

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

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

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

Stakes shall be set and stationed by the Contractor for 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.

2-9.5 Payment.

Payment for SURVEYING shall be included in the prices paid for other items of work and no additional compensation will be allowed. All costs for construction survey staking and potholing including construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

2-10 AUTHORITY OF BOARD AND ENGINEER

Add the following:

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

2.11 INSPECTION

Replace the entire subsection with the following:

Work is subject to inspection and approval by the Engineer and consultant. 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, night time hours (or hours outside of the allowed working hours) or CITY holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

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

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

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

2-11.2.3 Inspections During Construction. During the construction, the Contractor shall make the Work site available for periodic inspections by any associated regulatory agency. These agencies may include: Los Angeles County Department of Health Services, Los Angeles Regional Water Quality Control Board, and CITY Building and Safety.

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

- (a) If a City subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the subcontractor may charge the City an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.
- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct City crews to perform the work. For each occurrence, the City may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by City crews for labor, equipment and materials. The standard rates for City crews are available upon request from the Public Works Department.

SECTION 3 – CHANGES IN WORK

3.3 EXTRA WORK

3-3.1 General. Add the following:

Payment for additional work and all expenditures in excess of the Contract price must be authorized in writing by the Engineer. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not

been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

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

3-3.2.2 Basis for Establishing Costs. Replace the second paragraph of part (c) with the following:

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

3-3.2.3 Markup. Replace the entire subsection with the following:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2(a), 3-3.2.2(b), and 3-3.2.2(c).

| | |
|--------------------|----|
| Labor | 20 |
| Materials | 15 |
| Equipment Rental | 15 |
| Other Expenditures | 15 |

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

(b) Work by Subcontractor. When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work,

including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

3-4 CHANGED CONDITIONS. Add the following:

This subsection does not apply to utilities.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIAL AND WORKMANSHIP

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

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

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

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

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

SECTION 5 – UTILITIES

5-1 LOCATION

Add the following:

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

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

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

The new piping shall go over or under the existing utilities as indicated on the plans. Where not indicated, the Contractor shall assume that the new piping will cross under the existing utility. The Contractor shall pothole existing utilities which may interfere with construction as shown on

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

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

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

Substitute the following for the last paragraph:

Prior to starting construction, the Contractor shall be responsible to determine the location and depth of all utilities which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor also shall determine the location and depth of each service connection, whether or not marked. Full compensation for such work shall be considered as included in the prices bid for other items or work. If a utility which was marked or a service connection is found to interfere with the work after construction has commenced, the Contractor shall be solely responsible for all costs of any delay and for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

5-2 PROTECTION

Add the following:

If, in the course of construction, the Contractor damages an existing facility, the Contractor shall be responsible to completely expose said facility and repair the facility 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.

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 Engineer, 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.

5-2.2 Protection of Underground Hazardous Utilities. This Subsection shall apply to projects where there are underground utilities within the Work area which may be potentially hazardous if damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster such as, but not limited to, gasoline, electricity, fuel oil, butane, propane, natural gas, chlorine or other chemicals.

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

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

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

caution and protect the utilities from damage.

- 5) The Contractor shall notify the Engineer, the public agency maintaining records for the jurisdiction in which the Project is located and the owner, if known, whenever previously unidentified or unknown underground utilities are encountered so that the location can be accurately established and made a part of permanent substructure records.

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

5-3 REMOVAL

Add the following:

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

5-5 DELAYS

Substitute the following:

The Contractor is responsible for notifying the City in time to prevent delays attributable to utility relocations or alterations. The Contractor shall not be entitled to damage or additional payment, nor shall it be entitled to standby time for men or equipment if such delay does occur. The Engineer will determine the extent of the delay attributable to such interferences, the affect of the delay on the project as a whole, and any commensurate extension of time.

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Replace the entire subsection with the following:

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

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.

An Administrative Notice to Proceed may be given, at the City's option, to allow the contractor to begin some of the contract work. Contractor access to the site may or may not be given with

the Administrative Notice to Proceed. The duration of time between the Administrative Notice to Proceed and Full Notice to Proceed shall not be included in the required contract duration.

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

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

- 1) The schedule shall be prepared using the latest version of Primavera or Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6.
- 3) Utility relocations by Contractor and "By Others" shall be considered as activities.
- 4) Required submittals and shop drawings shall be included as activities.
- 5) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 6) Work to be performed by subcontractors shall be identified and shown as work activities.
- 7) Start and completion dates of each activity shall be illustrated.
- 8) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

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

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

- 1) Preparing Working Drawings and obtain Building and Safety Plumbing, Building, and Electrical Permits.
- 2) Demolition and site preparation.
- 3) Subsection 307-1.3 regarding the ordering of materials.
- 4) All Work shall only be performed between the hours of 9:00 a.m. and 3:00 p.m., unless otherwise approved by the Engineer.
- 5) A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed.
- 6) Weekly job site meetings, which include the ENGINEER or designate, inspectors and Contractor foreman and/or superintendent. Meetings will be approximately 1 hour.

6-1.4 Updates. The Contractor shall submit 3 paper copies of the updated construction schedule to the Engineer on the first working day of each week.

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.

6-1.5 Payment

Full compensation for complying with all requirements of Section 6-1.4 will be per the Contract unit price for MOBILIZATION. 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 five working days, thereafter. After the fifth subsequent working day, the Contractor will not be compensated for the updated schedule for that month, regardless of whether it submits an updated schedule.

6-7 TIME OF COMPLETION

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

The Contractor shall complete the work within 90 working days from the start date specified in the Notice to Proceed.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY

Replace the second paragraph with the following:

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

Add the following subsection:

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

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

6-9 LIQUIDATED DAMAGES

In each of the two paragraphs, substitute "**\$500**" in place of "**\$250**" as the amount of the liquidated damages per each consecutive calendar day and add; The City will deduct any penalty from payments due to the Contractor.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

Add the following subsections:

7-2.3 Payrolls and Payroll Records

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

7-3 LIABILITY INSURANCE

Delete the entire section and refer to Section K: Insurance on page B-4 of these Specifications. The cost of Insurance shall be included in the Bid.

Add the following:

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

7-4 WORKER'S COMPENSATION INSURANCE

Add the following after the first sentence of the second paragraph:

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

7-5 PERMITS

Replace the second paragraph with the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction. The Contractor shall obtain a Caltrans Permit in addition to the City obtained Permit No. 710-0184 (Appendix IV). The fees for the Contractor's permit may or may not be exempted from fees. If the fees are not exempted, fees shall be considered as included in the Contract unit prices for the associated items of work for which it is needed and no additional compensation will be allowed therefore.

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

7-6 THE CONTRACTOR'S REPRESENTATIVE

Add a third paragraph to the section stating the following:

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

7-8 PROJECT SITE MAINTENANCE.

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

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

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

7-8.6.2 Storm Water Pollution Prevention Plan (SWPPP).

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

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

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

The SWPPP shall be submitted to the CITY for review and approval a minimum of fifteen (15) working days prior to the commencement of construction operations in accordance with 6-1 of these Special Provisions. The SWPPP shall remain on the construction site while site is under construction, during working hours, commencing with the initial construction activity and ending with Notice of Termination.

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

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

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

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

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

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

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

7-8.6.4 Payment Full compensation for implementation and maintenance of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the Contract unit prices for the associated items of work for which it is needed.

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.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Add the following paragraph:

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

Add the following subsections:

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

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

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

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

7-10 PUBLIC CONVENIENCE AND SAFETY

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

The Contractor shall provide the necessary measures to prevent public access to private property during removal and replacement of fences.

Replace the fourth paragraph with the following:

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

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies and maintain pedestrian walkways adjacent to the work area.

At least (3) days prior to starting work at any location, the Contractor shall post written notices to park patrons around the work area.

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

Add the following subsections:

7-10.1.3 Temporary Pavement Markings. When permanent pavement markings that are deemed by the Engineer as needed and cannot be permanently restored by the end of the work shift in which they were obliterated, the Contractor shall provide temporary markings prior to

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

The Contractor shall permanently restore, in-kind, at the completion of work in the affected areas all striping and markings for parking spaces on the property.

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

7-10.1.6 Payment

1. All costs associated with traffic and access shall be included in the Contract unit prices for the associated items of work for which traffic control is needed.
2. Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markings/delineation shall be considered as included in the Contract unit prices for the associated items of work for which it is needed.
3. Full compensation for furnishing, placing, maintaining and removing temporary signs shall be considered as included in the Contract unit prices for the associated items of work for which it is needed.

7-10.3 Street Closures, Detours, Barricades.

Add the following paragraph after the first paragraph:

In addition to the requirements of this subsection, the Contractor shall conform to the requirements for barricades as stipulated in the Special Provisions. However, deviations from the requirements stipulated in the Special Provisions may be permitted upon approval of the Engineer.

Add the following:

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

7-10.3.1 Payment

Full compensation for furnishing, installing, maintaining and removing the above traffic control devices shall be considered as included in the Contract unit prices for the associated items of work for which it is needed.

Revise the final sentence of the third paragraph to include:

Except as modified hereinafter or within the Special Provisions.

Add the following paragraph after the third paragraph:

The Contractor shall conform to Section 74.6.8 of the Torrance Municipal Code. In addition, the Contractor shall comply with directions from the Engineer to provide protection at excavations, trenches and/or other potentially hazardous construction areas. The Contractor shall be required to erect temporary six-foot high chain link fences, or equivalent protection, to completely enclose all open excavations over three feet (3') in depth. Fencing shall be approved by the Engineer, and provide adequate security. Fencing may be removed during working hours to the extent

necessary to provide access and working room, in which case the Contractor shall provide equivalent security, to the satisfaction of the Engineer, during said periods. Any excavation not secured to the satisfaction of the Engineer shall be completely backfilled prior to the end of each day's construction activities. The Engineer may require additional security devices, lighting or other protection in addition to said fencing. Full compensation for furnishing, placing and removing temporary protection shall be considered as included in the Contract unit prices for the associated items of work for which it is needed and no additional compensation will be allowed therefore.

SECTION 9 - MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

Add the following sections:

9-1.2.1 Payment for Labor and Materials.

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

9-1.2.2 Measurement and Payment

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents shall be included in the unit or lump sum prices bid for each work item. The costs for 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 considered as included in the Contract unit prices for the associated items of work for which it is needed and no additional compensation will be allowed therefore.

9-2 LUMP SUM WORK

Replace the second paragraph with the following:

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

9-3 PAYMENT

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

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

Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice.

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, working drawing preparation and permitting, 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.
- (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) Submittal of all required working drawings.
- (j) Obtaining all Contractor required permits.
- (k) Posting all OSHA required notices and establishment of safety programs.
- (l) Potholing and other research and review as necessary to verify site conditions and utility locations
- (m) Having the Contractor's Superintendent present at the job site full-time.
- (n) Removal, cleanup, and restoration
- (o) Installation and maintenance of required SWPPP and BMPs

9-3.4.1 Payment

Payment for MOBILIZATION shall be considered as included in the Contract unit prices for the associated items of work for which it is needed and no additional compensation will be allowed therefore.

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

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

9-4 CLAIMS

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

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

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

Untreated base to be placed underneath pavement, curb, gutter, cross gutters, hardscape, sidewalks, driveways, curb ramps and other improvements shall be Crushed Aggregate Base conforming to 200-2.4.

SECTION 203 – BITUMINOUS MATERIALS

203-3 Emulsified Asphalt

203-3.1 General. Tack coat materials shall be Grade SS-1H

203-6 ASPHALT CONCRETE

203-6.1 General. Add the following:

Asphalt concrete shall be Class and Grade C2-PG-64-10 for the 1.5 inch thick course over cold milled areas and B-PG-64-10 for the base courses in reconstruction areas.

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

203-11.3 Composition and grading. Add the following:

Asphalt Rubber Hot Mix (ARHM) wet process shall be Type ARHM-GG-C for the 2” overlay/surface course as shown on the plans.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT

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

210-1.6.1. General. Add the following:

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

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

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

SECTION 214 – PAVEMENT MARKERS

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

85-1.05 Reflective Pavement Markers

85-1.055 Adhesives. Add the following:

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

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

SECTION 217 – SIGNAGE

217-1 Roadside Signs. (See also Section 315 – Signage)

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

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

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

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

217-2 Street Name Signs.

All ground mounted Street Name Signs (SNS 6) shall be constructed of extruded aluminum blade; 0.91” blade thickness with 0.25” thick stiffener along the top and bottom edges. And shall be covered on both sides with pressure sensitive 3M Diamond Grade Cubed (DG3) # 4090 microprismatic sheeting covered with green 3M ElectroCut Film # 1177 with all letters and numerals cut on a electronic cutting apparatus.

217-2.1 Payment. Payment for all roadside and street name signs shall be included in the contract lump sum price for traffic signing and striping.

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:

- (a) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- (b) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- (c) 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 on the plans 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 subparagraph (d):

- (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.

Add the following section:

300-1.3.3 Construction and Demolition Debris Recycling.

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

Definitions.

"Construction and Demolition Debris or Debris" means materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup and are considered solid waste pursuant to Section 40191 of the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones and wood waste.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECYCLING SUMMARY.

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

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

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

PAYMENT.

The cost of construction and demolition debris recycling and completing the Recycling Summary report shall be considered as included in the Contract Unit Prices 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. Add the following:

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 prices for the appurtenant items of work.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2 Unsuitable Material.

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

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

300-2.9 Payment. Add the following:

Payment for the removal and disposal of bituminous pavement for street reconstruction areas shall be considered as included in the Contract unit prices for the associated items of work for which it is need and no additional compensation will be allowed therefore and shall include sawcutting, removal of underlying subgrade and base, disposal, subgrade preparation and compaction, labor and equipment.

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

301-2 UNTREATED BASE.

301-2.1 General. Add the following:

Base is required under all PCC and AC improvements as shown on the Plans. Additional base may be required after review of work areas following removals. Prior to constructing new improvements, the Contractor shall verify with the Engineer that the base sections as shown on the Plans (including areas where no base is called for) are adequate. Payment for any changes shall be made pursuant to Section 3.

A minimum of 8-inches CAB shall be placed under curb, curb and gutter, cross gutters, and spandrels. A minimum of 4-inches CAB shall be placed under sidewalks and, access ramps.

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

Payment for construction of CAB under AC pavement, curb & gutter shall be per the Contract Unit Price per cubic yard.

Payment for construction of CAB under sidewalks, and access ramps shall be considered as included in the unit price bid for the item of work and no additional compensation will be allowed therefore.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT.

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

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

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

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

TABLE 302-5.5(A)

| Specified Total Thickness of Pavement | | Required Number of Courses | Class Of Mixture |
|---------------------------------------|------------------------------|----------------------------|----------------------------------------------------------------------------|
| Greater Than mm(Inches) | But Not More Than mm(Inches) | | |
| 1 | 38 (1-1/2) | 1 | C2-PG 64-10 |
| 38 (1-1/2) | 100 (4) | 1 | Base Course - B-PG 64-10 Other Courses - C2 -PG 64-10 or as directed |
| 100 (4) | 125 (5) | 1 | Base Course - B-PG 64-10 |

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

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

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

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

Add the following subsection:

302-9.7 Measurement and Payment. Replace the first sentence with the following:

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

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

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

Reconstruction of Concrete curbs, gutters, curb and gutters, sidewalks and concrete paving shall be constructed of Portland cement concrete of the class and compressive strength and other requirements prescribed in 201-1.

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

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

303-5.5. Finishing

303-5.5.2 Curb Add the following:

For concrete curb and gutter reconstruction work adjacent to cold milling areas or areas where adjacent pavement will remain in place, sawcut adjacent AC pavement a distance of one foot (1') from edge of gutter to be removed. The Contractor shall reconstruct this one foot (1') wide section with a 5-1/2" thick section of 1-sack cement and sand slurry mix on eight inches (8") of Crushed Aggregate Base. The final surface elevation of the 1-sack cement and sand slurry mix shall be 1-1/8" below edge of gutter elevation to accommodate the 2" AC overlay with a 3/8" high "lip" along the edge of gutter.

For concrete curb and gutter reconstruction work adjacent to areas of pavement reconstruction, the Contractor has the following 2 options:

1. The entire portion may be removed without sawcutting and removing the adjacent AC pavement; however, any damaged pavement must be removed and temporary AC provided and maintained in its place until the adjacent pavement is removed as per the contract; or
2. Remove the entire affected concrete curb or curb and gutter portion by sawcutting the adjacent AC pavement a distance of six (6) inches to twelve (12) inches from the face of curb or edge of gutter to be removed. The contractor shall reconstruct this six (6) inch to twelve (12) inch wide section with a 2-inch thick section of temporary AC pavement on either Crushed Aggregate Base or imported fill with a sand equivalent of 30 or greater. Refer to Torrance Standard Plan SPD-A Slot Patch Detail in Appendix II.

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

Unless otherwise approved by the Engineer, the entire affected curb and gutter portion shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the PCC gutter. Where applicable, the contractor shall reconstruct this one (1) foot wide section either with a 4-inch thick section of AC pavement (C2-PG-64-10) on a 10-inch thick section of untreated Base **OR** 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.

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 Contractor may reestablish the existing survey tie points.

Detectable Warning Surface. Access ramps shall have a prefabricated detectable warning surface with dimensions of 36-inches by 48-inches installed in accordance with the State of California's 2006 Revised Standard Plan RSP A88A and comply with the requirements of the Americans with Disabilities Act (ADA). Detectable warnings shall consist of raised truncated domes with a base diameter of nominal 0.9 in (23 mm), a height of nominal 0.2 in (5 mm) and a center-to-center spacing of nominal 2.35 in (60 mm).

The detectable warning surface shall be the 1/8-inch thick Surface Applied Panel System with Beveled Edges as produced by ADA Solutions, Inc., (800) 372-0519, www.adatile.com. Local distributors are: HUB Construction Specialties, Inc., Glendale, CA, (800) 889-4482 and HCS-Cutler, Lawndale, CA (310) 973-2018. The color of the detectable warning surface shall be Gray Munsell Color Notation 10BG 3/1. The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions. The manufacturer shall provide a 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience or attachment. The warranty period shall begin on the date of acceptance of the Contract.

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

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

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

303-5.7 Repairs and Replacements. Add the following:

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

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

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

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

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

Payment for driveways, cross-gutters and spandrels, and integral curbs along driveways and spandrels shall include all joints as shown in standard plans and construction details, reconstruction of adjacent 1' wide AC pavement and shall be per the Contract Unit Price per square foot.

Payment for restoring Portland Cement Concrete paving and Base located on private property behind a newly constructed driveway apron shall be measured and paid for as Concrete Driveway.

Payment for Access ramps with integral retaining curb for access ramps shall be per the Contract Unit Price per square foot.

Payment for furnishing and installing detectable warning surfaces will be included in the contract unit price for "Remove and Reconstruct Access Ramps" and includes all labor, materials and equipment listed in the manufacturer's instructions/installation procedure.

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNALS

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

86-1 GENERAL

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

The Work shall consist of furnishing and installing inductive loop detectors as shown on the Plans, and as specified in these Special Provisions.

86-1.04 Warranties, Guaranties and Instruction Sheets. Add the following:

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

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

86-5 DETECTORS

86-5.01 Vehicle Detectors

86-5.01A Inductive Loop Detectors.

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

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

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

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

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

Asphaltic emulsion sealant shall be used in all sawcuts.

The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at no less than three miles per hour and no more than seven miles per hours. The detector shall provide an indication in response to this test.

Contractor shall completely remove existing loop wire where loops are to be replaced.

86-8 PAYMENT

86-8.01 Payment. Replace the entire subsection with the following:

Payment for inductive loop detectors shall be considered as included in the Contract lump sum price for Traffic Signal and Lighting and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing the loop detectors as specified in these Special Provisions.

307-1 GENERAL

The Contractor shall furnish all equipment, material, labor and supervisions necessary to complete the work shown on Plan No. TL117A and described in these Specifications at the intersection of Hawthorne Boulevard and Skypark Drive. The work includes, but is not limited to, installing new conduit, wiring controller, cabinet and electrical service.

307-1.1 Equipment List and Drawings. Equipment list and drawings of electronic equipment and material shall conform to the provisions in Section 86-1.03, "Equipment List and Drawings," of the Standard Specifications and these Special Provisions.

307-1.1.1 Payment. Payment shall conform to the provisions in Section 86, "Signals and Lighting," of the Standard Specifications and these Special Provisions.

307-4 DAMAGED EXISTING OR MODIFIED SYSTEMS

307-4.1.1 Traffic Detectors. Inductive Loop Detectors. Inductive loop detectors shall conform to the provisions in Section 86-5.01A, "Inductive Loop Detectors", of the Standard Specifications and these Special Provisions.

Loop wire shall be Type 1.

Loop detector lead-in cable shall be Type B or C.

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

The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at no less than three miles per hour and no more than seven miles per hours. The detector shall provide an indication in response to this test.

307-7 EXCAVATION AND BACKFILL

307-7.2 Trenches. Trenching Method for Conduit (Where Applicable). Conduit shall be placed under existing pavement in a trench approximately 2 inches wider than the outside diameter of the conduit to be installed. Trench shall not exceed 6 inches in width. Conduit depth shall not exceed 12 inches or conduit trade diameter plus 10 inches, which ever is greater, except that at pull boxes the trench may be hand dug to required depth. The top of the installed conduit shall be a minimum of 9 inches below finish grade.

The outline of all areas of pavement to be removed shall be cut to a minimum depth of 3 inches with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter outside the removal area.

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

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

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

307-8 FOUNDATIONS, FOUNDATION CAPS AND SLABS

Foundations shall conform to the provisions in Section 86-2.03, "Foundation," of the Standard Specifications and these Special Provisions.

Portland Cement Concrete shall conform to Section 90-10, "Minor Concrete," of the Standard Specifications and shall contain not less than 470 pounds of cement per cubic yard, except concrete for pile foundations shall contain not less than 564 pounds of cement per cubic yard.

307-11 PULL BOXES

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes," of the Standard Specifications and these Special Provisions.

Plastic pull boxes shall not be used.

Grout in the bottom of pull boxes will not be required.

307-12 CONDUIT

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

Section 86-2.05A, "Material," of the Standard Specifications is amended to read:

Conduit and fittings shall, at the option of the Contractor, be the rigid metal type manufactured of mild steel and conforming to UL Publication 6 for Rigid Metal Conduit, or the intermediate metal type manufactured of mild steel conforming to UL Publication 1242 for Intermediate Metallic Conduit.

Non-metallic conduit shall not be used.

Conduit shall be installed under existing pavement sections to remain by Jacking or Drilling methods. All pull boxes shall be located behind the curb or at the locations shown on the plans.

After interconnect cable has been installed, the ends of conduits termination in pull boxes shall be sealed with an approved type of sealing compound.

307-13 WIRES, CONDUCTORS AND CABLES

Conductors and wiring shall be done in accordance with the State of California Standard Specifications and their issued Permit No. 710-0184.

307-16 STREET LIGHTING CONSTRUCTION

307-16.8 Luminaires. Luminaires shall conform to the provisions in Section 86-6.01, "High Pressure Sodium Luminaires," of the Standard Specifications and these Special Provisions.

Luminaires shall be of the "semi-cutoff" design. The optical assembly shall contain an activated charcoal filter which prevents particulate and gaseous contamination.

The reflector shall be specifically designed to produce an ANSI, IES medium semi-cutoff Type II or Type III light distribution when used with a 310-watt high pressure sodium vapor lamp. High pressure sodium vapor lamps shall have a rated life of 24,000 hours at 10 hours per start. The 310-watt lamps shall be rated at 27,500 lumens initial. Luminaires shall be provided with integral ballast. A photoelectric control shall not be included. A luminaire with a "shorting cap" shall not be accepted.

Glare shields are required.

307-16.8.3 Lamp Ballasts. Ballasts shall conform to the provisions in Section 86-6.01A, "High Pressure Sodium Lamp Ballasts," of the Standard Specifications and these Special Provisions.

Integral ballasts shall be provided.

307-17 TRAFFIC SIGNAL CONSTRUCTION

307-17.6 Signal Heads. Vehicle signal faces and signal heads shall conform to the provisions in Section 86-4.01, "Vehicle Signal Faces," of the Standard Specifications and these Special Provisions.

All lamps for traffic signal units shall be furnished by the Contractor.

All signal section housings shall be metal with 12 inch glass lenses, metal backplates and metal visors.

Internally Illuminated Street Name Signs. Internally illuminated street name signs (I.I.S.N.S.) shall conform to the provisions in Section 86-6.065, "Internally Illuminated Street Name Signs," of the Standard Specifications and these Special Provisions. Each I.I.S.N.S. shall have a photoelectric control.

307-17.6.2 Signal Head Mountings. Signal mounting assemblies shall conform to Section 86-4.08, "Signal Mounting Assemblies", of the Standard Specifications and these Special Provisions.

All slip fitters for post top mounting shall be bronze.

All elevator plumizers for mast arm mountings shall be bronze.

307-17.7.2 Sensor Units. Emergency Vehicle Pre-emption Equipment. A complete functioning 3M Opticom™ emergency vehicle pre-emption system shall be installed at the locations shown on the plans. Emitters are not included in this contract.

Emergency vehicle pre-emption equipment shall be the latest model and be integrated with the existing system to the satisfaction of the Engineer.

The system shall be designed to prevent simultaneous pre-emption by two or more emergency vehicles on separate approaches to the intersection.

When mounted on a signal mast arm, the optical detector shall be installed by drilling and tapping, or by approved mast arm clamp. Mast arm clamps shall be secured to the mast arm by pre-drilling and bolting or by any other method approved by the Engineer.

Emergency vehicle pre-emption sequences of operation shall be approved by the City Engineer prior to timing and signal turn-on.

It shall be the responsibility of the contractor to ensure that a knowledgeable representative of the manufacturer of the emergency vehicle pre-emption equipment be present for the first day of traffic signal operation to insure proper installation and operation of the equipment. The contractor shall arrange for and pay the cost of the services of the controller manufacturer to perform any controller modifications required for the installation, or operation of the emergency vehicle pre-emption equipment.

307-17.8 Pedestrian Signals. Pedestrian signals shall conform to the provision in Section 86-4.05, "Pedestrian Signal Faces," of the Standard Specifications and these Special Provisions.

Pedestrian Signals shall be the latest model and be integrated with the existing system to the satisfaction of the Engineer.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-4.10 Parkway Trees

308-4.10.1 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 schedule the City's Arborist (CA) to be present for any construction in the vicinity of parkway trees. 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.

308-4.10.2 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.

308-4.10.3 Root Barrier and Pruning. Roots shall be pruned immediately adjacent to the edge of the sidewalk and the back of curb. Cuts shall be 4-inches wide and 14-inches and 18-inches deep adjacent to sidewalk and curb and gutter respectively. 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.

BEFORE ANY ROOT PRUNING IS CONSIDERED ON ANY EUCALYPTUS TREES, CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER. SPECIFICALLY, NO ROOT PRUNING BY CONTRACTOR OR ITS ARBORIST FOR THE EUCALYPTUS TREE ON THE NORTHEAST CORNER OF TORRANCE BLVD AND MADRONA AVENUE. CITY WILL PROVIDE ROOT PRUNING SERVICES AT THIS LOCATION.

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 No. T402 is hereby deleted from this project.

308-4.11. Payment. Payment for root pruning shall be included in the Contract Unit Prices for "Remove and Reconstruct Concrete Curb and Gutter" and/or "Remove and Reconstruct P.C.C. Sidewalk" and no additional compensation will be allowed therefore.

SECTION 310 - PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting Traffic Striping, Pavement Markings and Curb Markings. Delete the entire subsection 310-5.6 and replace with Sections 84-1 and 84-2 of the Caltrans Standard Specifications.

The Contractor shall paint red curb markings as shown on the signing and striping plans. When street addresses painted on curb faces have been eliminated due to work associated with this contract, each street address shall be restored by painting on the face of new curb. Background shall be white in color and address numbers shall be black in color and 4 inches in height. Existing paint markings on curbs shall be removed prior to applying the new paint markings.

The Contractor shall perform all layout, alignment, and spotting for traffic stripes and markings. Traffic striping shall not vary by more than 1/2 inch in 50 feet from the proposed alignment as shown in the plans.

Alignment of the proposed lines shall be established by layout methods approved by the Engineer. Paint for layout striping shall be the same color as the item for which is placed.

The Contractor shall not proceed with the painting of any striping and/or markings until the Street Department, Traffic and Lighting Division, has checked and approved the layout striping and authorized said commencement.

Existing and temporary stripes and markings shall be removed before, but not more than 24 hours prior to, placing the new ones. No section of street shall be without the proper striping at the end of the work day, weekends or holidays.

Pavement markings, letters, words, numerals and symbols shall be applied using only approved hand spraying equipment, stencils and templates.

All pavement markings and traffic stripes (except the black stripe between the yellow stripes of a double traffic stripe) shall be applied in two coats and shall include glass beads.

On new asphalt concrete surfaces or seal coat, the second paint coat shall not be applied until the surface and first coat have been open to public traffic for a period of not less than 14 days.

All lines shall have a wet film thickness of 15 mils when using "regular dry" cold applied paint. Black paint used for contrast shall have a wet film thickness of 7 mils. When using "rapid dry" hot applied paint, the wet film thickness shall be 12 mils. Dry film thickness of the finish stripe shall be 8 to 10 mils. "Rapid dry" black paint shall have a wet film thickness of 6 mils and a dry film thickness of 3 to 5 mils. White paint used for pavement markings shall have a wet film thickness of 8 mils.

All broken lines shall become solid yellow or white lines approximately 50 feet from all intersections.

Striping and markings, other than those called for on this plan, which are damaged or darkened as a result of the construction, including wheel markings by public traffic and construction equipment, shall be repainted as specified by the Department of Transportation at the sole expense of the Contractor, and no additional compensation will be allowed.

Newly paved and resurfaced streets or portions thereof shall be striped within 24 hours after completion of said work and shall not be opened to public traffic without striping or other delineation approved in advance by the Department of Transportation.

The Contractor shall schedule all related work in off-peak hours or on weekends. Precautions in the handling and application of paints shall be in accordance with all applicable Occupational Safety and Health Standards, rules, regulations and orders established by the State of California.

Traffic Signs. The size, type and installation of signs shown on the plans shall conform with Caltrans sign specifications and Standard Plans and as directed by the City Department of Transportation. Signs shall be installed on square uni-strut posts unless otherwise directed by said Department.

The lump sum prices bid for pavement markings, raised reflective pavement markers, and signs shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing each item, complete in place, including adhesives, and establishing alignment for pavement markers, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Director of Transportation.

The bid prices also shall include full compensation for doing all the work involved in placing, removing, storing, maintaining, replacing and disposing of the components of the traffic control system including all associated flagging and/or flaggers' cost.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement delineation shall be considered as included in the contract prices paid for the items of work that obliterated the pavement delineation and no separate payment will be made therefore.

84-1.01 Description. Replace the first two paragraphs with the following:

This work shall consist of applying thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications and Special Provisions.

The thermoplastic material shall conform to the provisions of 84-2.02 of the Caltrans Standard Specifications.

84-2.06 Payment. Replace the entire subsection with the following:

Payment for traffic striping and pavement marking shall be considered as included in the Contract lump sum price for the associated items of work for which it is needed and no additional compensation will be allowed therefore and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, necessary to complete the Work.

All costs for establishing alignment of traffic stripes, pavement markings, layout, temporary pavement painting, and sandblasting of existing lines and markings shall be included and no extra costs will be allowed.

SECTION 312 – PAVEMENT MARKER PLACEMENT AND REMOVAL

Delete the entire Section 312 and replace with Sections 85-1.06, 85-1.07 and 85-1.09 of the Caltrans Standard Specifications.

85-1.06 Placement. Add the following:

The solid 4" white lines at intersections shall be 50-feet in length and have a marker installed at each end. These markers shall be placed on the line.

Markers shall not be installed on bike lane striping.

85-1.09 Payment. There shall be no separate payment for pavement markers. Full compensation for furnishing all labor, materials, 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 Lump Sum Price for traffic signing, striping, markings and pavement markers as described in Section 84-2.06 of these Special Provisions.

SECTION 315 - SIGNAGE

Add the entire Section 315.

315.1 ROADSIDE SIGNS. All signs shall be installed in accordance with the requirements of Section 56-2.03 of the Caltrans Standard Specifications, Caltrans Standard Plans and these Special Provisions. Roadside signs shall be installed at the locations shown on the Plans or where directed by the Engineer.

All signs shown on the signing and striping plans shall be new signs provided and installed by the contractor, except for existing signs specifically indicated to be relocated or to remain.

All signs shall be of 3M Diamond Grade Cubed, with 1160 protective anti-graffiti overlay film and matched components system warranty (12 years) on 0.080 Aluminum with "Torrance" on the border.

56-2.03 CONSTRUCTION. Delete the third paragraph and last sentence of the eleventh paragraph.

Delete the entire subsection 56-2.05.

56-2.06 PAYMENT. Replace the entire subsection with the following:

Payment for roadside signs shall be considered as included in the Contract lump sum price for the associated items of work for which it is needed and no additional compensation will be allowed therefore and shall include all labor, materials, tools, equipment, and individuals, and for doing all the work involved in furnishing and installing roadside signs, complete in place, as shown on the Plans and these Special Provisions, and as directed by the Engineer.

CONSTRUCTION COORDINATION

Utility Companies Coordination

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.

The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.

The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer. **The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.**

It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-422-4133 at least 48 hours prior to any excavation.

For Torrance Municipal Water Department lines, contact Sandy Schaper at (310) 618-2860.

If in the course of construction the Contractor damages a sewer lateral or water lateral, he 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 Inspector. This shall not be considered to be extra work and no extra costs shall be allowed therefor.

Excavation - Changed Conditions. Pursuant to Section 7104 of the Public Contract Code, for any trenches or other excavations that extend deeper than four feet below the surface:

The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer in writing, of any:

Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

Subsurface or latent physical conditions at the site differing from those indicated.

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

The Contractor's attention hereby is directed to Section J.4 herein regarding "Claims". This Section shall apply to any dispute arising from the above.

Air Pollution and Dust Control. The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.

Legal Address of Contractor. The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

Holiday Moratorium

No reduction in lane widths on any 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 period.

Request for Payment. Contractor shall submit all requests for payment on the attached form. The City shall provide a more complete form for use after Contract is awarded.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Public Works Inspector. 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 Inspector.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts.

APPENDIX I
CITY OF TORRANCE PERMIT AND BUSINESS LICENSE



City of Torrance, Community Development Department

Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

OWNER/APPLICANT INFORMATION

Name: _____

Address: _____

City/State: _____

Zip: _____

Telephone: _____

Fax: _____

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

Underground Service Alert
Call: 811

USA I.D. # _____
Date Received: _____

CONTRACTOR INFORMATION

State License #: _____

Class: _____ Exp. Date: _____

City Business #: _____

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

JOB LOCATION/ADDRESS (closest street address)

Please list cross streets: _____

DESCRIPTION OF WORK

LF Trench _____ Width of Trench _____ LF Curb & Gutter _____

LF Bore _____ Sewer Connection _____ Number of Curb Drains _____

SF Asphalt _____ SF Concrete _____

Work Order Number (for utility companies): _____

Applicant or Authorized Signature: _____

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

Contractor License Requirements

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

Standard Requirements

- 1) **SCHEDULE INSPECTIONS 24 HOURS IN ADVANCE** (pre-job, work start, interim, final). Call 310-618-5898 between working hours of 7:30 AM – 5:30 PM. **Pre-job meetings for WATER permits shall be scheduled 72 hours in advance.**
- 2) **TRAFFIC CONTROL** shall be per City of Torrance standards or Manual on Uniform Traffic Control Devices (MUTCD). Street closure shall be per City of Torrance Standard T603. Major street lane closures between 8:30 AM – 3:30 PM only. **ONE STANDARD ARROWBOARD REQUIRED FOR EACH LANE CLOSURE.**
- 3) Do not remove any trees or shrubs without approval of Torrance Public Works Department/Streetscape (310-781-6900).
- 4) **Contractor will be billed for overtime inspection services.** OVERTIME REQUESTS must be submitted for approval 24 hours in advance.
- 5) Construction site **CLEANUP** and **GRAFFITI (USA MARKINGS)** removal must be completed prior to finaling of this permit. Any graffiti on construction signs must be removed or the sign replaced within 24 hours of notification.
- 6) Any street striping, crosswalk, raised reflective pavement marker or pavement markings damaged by this construction shall be replaced to the satisfaction of the Torrance Public Works Department/Traffic Division (310-781-6900).
- 7) **THIS PERMIT WILL BE REVOKED** if any pollutant is released into or allowed to remain in any component of the City drainage system.
- 8) Trench backfill and pavement repairs shall be per City of Torrance Standard T116.
- 9) Any public irrigation system components damaged by this construction shall be replaced to the satisfaction of Community Services/Park Services Division (310-618-2930).
- 10) All survey monuments in the project area **MUST** be located and tied out and a Corner Record filed prior to the start of construction. Also, all destroyed monuments must be replaced prior to receiving final inspection.
- 11) It is the responsibility of the contractor to **REPLACE** any **PAVEMENT** removed by this construction.
- 12) The City of Torrance is held harmless from the results of any action or accidents caused by the permittee, his employees, or equipment in the performance of the work described or covered in this permit. Validation of this permit **SHALL NOT** be held to permit or to be an approval of the violation of any applicable provision of the City Code covering this work, or any other provisions of the City of Torrance Code. In the granting of a Construction & Excavation permit, the Community Development Director may impose such conditions thereon, in addition to those otherwise provided herein, as are reasonably necessary to prevent the proposed operations from being conducted in such a manner as to constitute or create a **HAZARD OR BE DETRIMENTAL TO LIFE OR PROPERTY.**
- 13) See additional conditions attached to this permit.

Please call the Business License Office at 310-618-5923 for fee amounts. Payment must be submitted with your application.

FOR OFFICIAL USE ONLY

1. LICENSE NO. _____
 2. CATEGORY NO. _____
 HOME OCCUPATION HEALTH PERMIT N.A.I.C.S. CODE _____



**City of Torrance, Revenue Division
 Business License Application**

3031 Torrance Boulevard, Torrance, California 90503 • 310/618-5828

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

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

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

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

7. NATURE OF BUSINESS (state type of business being conducted at this location) _____ 8. NO. OF PERSONS WORKING AT LOCATION _____ 9. BUSINESS PHONE _____

10. NAME OF PERSON MAKING APPLICATION (must be an owner, partner or corporate officer) _____ 11. TITLE _____ 12. HOME PHONE _____

13. RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP _____ 14. DRIVER'S LICENSE NO. _____ 15. STATE SALES TAX NO. _____

16. STATE CONTRACTOR'S LICENSE NO. _____ 17. SQUARE FOOTAGE _____ 18. SOCIAL SECURITY NO. _____ 19. FED TAX ID# _____ 20. STATE TAX ID# _____

21. OWNERSHIP INFORMATION

PARTNERSHIP CORPORATION SOLE OWNERSHIP

NAMES OF OWNER, PARTNERS, OR PRINCIPAL OFFICERS _____ HOME ADDRESS _____ HOME PHONE _____

TITLE _____

I declare that I am the owner, partner, corporate officer or person with the power of attorney, and I understand if all the information provided above is not the true the business license being applied for may be revoked as outlined in section 31.9.10 of the Torrance Municipal Code.

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

SIGNATURE _____ DATE _____

PART II. FOR OFFICIAL USE ONLY

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

PER PERSON FEE _____ OTHER (cont'd) _____

PENALTY FEE _____ HOLD YES NO ENT. FEE _____

RECEIVED BY _____ DATE _____ CHECK NO. _____ BANK NO. _____ DANCE/PIANO FEE _____ CASH _____ TOTAL AMOUNT \$ _____

APPENDIX II
CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

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

Project Name: _____ Date: _____

City Contract No. _____

Project Location: _____

Thomas Guide Page/Grid No(s): _____

Contractor Name: _____

Contractor Address: _____

Contractor License #: _____

Project Duration: From: _____ To: _____

Demolition and Recycling Cost: \$ _____

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

Notes:

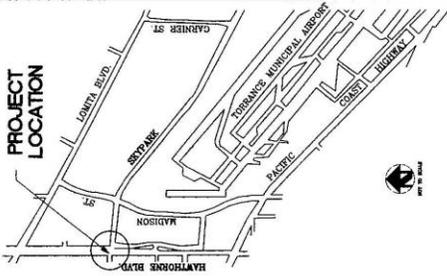
- Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- If the debris is taken to a transfer station solely for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

Prepared by _____ Signature _____ Phone #: _____

APPENDIX III
INTERSECTION IMPROVEMENTS AT HAWTHORNE BOULEVARD
AND SKYPARK DRIVE DRAWINGS AND DETAILS

HAWTHORNE BLVD IMPROVEMENTS AT SKYPARK DR

PROJECT
LOCATION



INDEX OF DRAWINGS

| DATE | SHEET NO. | DESCRIPTION |
|----------|-----------|---------------------|
| 07-10-88 | 1 | TITLE SHEET |
| 07-10-88 | 2 | STREET PLAN |
| 07-10-88 | 3 | TRAFFIC SIGNAL PLAN |
| 07-10-88 | 4 | STRENGTH PLAN |

BENCH MARK

BENCH MARK NO. 12114
 12114 IN E. 10' FROM S.W. CORNER OF 10' X 10' CONCRETE
 PAVEMENT AT INTERSECTION OF
 HAWTHORNE BLVD. & SKYPARK DR. AT EAST PHASE.

BASIS OF BEARING

THE CENTER LINE OF HAWTHORNE BLVD. WITHIN THE CITY OF LOS ANGELES, COUNTY OF CALIFORNIA AS SHOWN ON A MAP FILED IN THE COUNTY RECORDS OF SAID COUNTY UNDER THE NAME OF RECORDS FOR THESE PLANS.

LEGEND

- 144.00 PROPOSED ELEVATION
- (144.00) EXISTING ELEVATION
- 1.7% PROPOSED SLOPE
- 1.7% EXISTING SLOPE
- POINT OF CONNECTION
- ADDRESS NUMBER
- PROPOSED SIDEWALK
- PROPOSED SIDEWALK
- PROPERTY LINE / FT
- EXIST. UTILITY LINE
- NEW TREE
- EXIST. TREE
- EXIST. STREET LIGHT
- EXIST. PULL BOX
- EXIST. WATER VALVE
- PROPOSED WATER METER
- EXIST. WATER METER
- EXIST. VALVE
- EXIST. VENT
- EXIST. GAS VALVE
- EXIST. SANITARY MANHOLE
- EXIST. TELEPHONE MANHOLE
- EXIST. STORM SEWER MANHOLE
- EXIST. ELECTRIC MANHOLE
- PROPOSED ACCESS RAMP
- EXIST. ACCESS RAMP
- EXIST. FIRE FRONT
- EXIST. POWER POLE

CALTRANS

| AREA | SECTION NO. |
|-----------------------------|--------------|
| PAYMENT MARKERS AND TRAFFIC | 800-297-2600 |
| PAYMENT MARKERS AND TRAFFIC | 310-793-8088 |
| PAYMENT MARKERS AND TRAFFIC | 310-887-2019 |
| PAYMENT MARKERS AND TRAFFIC | 310-214-2886 |
| CUES RAMP DESIGN | 681-668-2189 |
| UTILITY MARKERS | 310-813-2429 |
| SMALL PILES AND MONITORS | 310-774-7272 |
| TYPE 44 SIGNAL STANDARD | 310-793-4188 |
| TYPE 44 SIGNAL STANDARD | 310-811-0219 |
| TYPE 44 SIGNAL STANDARD | 310-297-2600 |
| TYPE 44 SIGNAL STANDARD | 310-791-8800 |

UTILITY AND AGENCY CONTACT LIST

| UTILITY AND AGENCY | CONTACT LIST |
|--------------------------------|--------------|
| UNDERGROUND SERVICE AGENCY | 800-297-2600 |
| SOUTHERN CALIFORNIA Edison CO. | 310-793-8088 |
| SCOTT ORRILL | 310-887-2019 |
| STATE WATERWORKS ASSOCIATION | 310-214-2886 |
| THE WATER COMMUNICATIONS | 681-668-2189 |
| MICHAEL T. GRANLEY | 310-813-2429 |
| AL ZAKARI | 310-774-7272 |
| LA COUNTY SANITARY DISTRICT | 310-793-4188 |
| LA COUNTY SANITARY DISTRICT | 310-811-0219 |
| LA COUNTY SANITARY DISTRICT | 310-297-2600 |
| LA COUNTY SANITARY DISTRICT | 310-791-8800 |

REFERENCES

TORRANCE MUNICIPAL WATER DEPT.
 TORRANCE FIRE DEPT.
 TORRANCE POLICE DEPT.
 TORRANCE PUBLIC WORKS DEPT.
 TORRANCE SIGNAL DEPT.
 TORRANCE TRAFFIC & LIGHTING DEPT.

TITLE SHEET

HAWTHORNE BLVD AT SKYPARK DR
 CITY OF TORRANCE
 PUBLIC WORKS DEPARTMENT

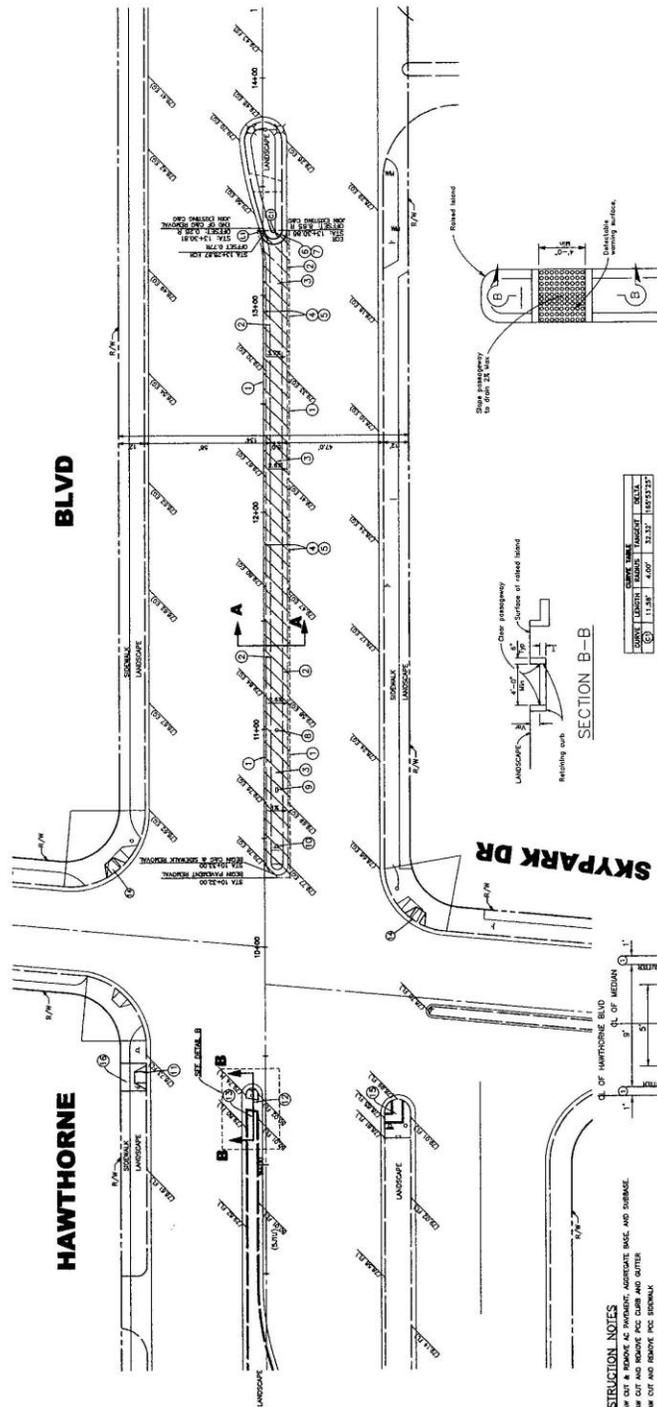
DATE: 07/10/88
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 SCALE: AS SHOWN (SHEET 1 OF 4)
 PROJECT NO.: 87-1148

STREET PLAN GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 1987, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 1987, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 1987, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, EDITION 1987, AS AMENDED.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, VERIFY DEPTH AND PROTECT ALL UTILITIES INCLUDING SUBSTRUCTURES SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND REPAIRS AND REPLACEMENTS SHALL BE DONE IN THE PRESENCE OF THE CONTRACTOR. ALL LOCATIONS SHOWN ON THIS PLAN FOR UTILITY LINES HAVE BEEN TAKEN FROM AVAILABLE RECORDS AND THESE CONDITIONS AND CONDITIONS ARE TO BE TAKEN AS SHOWN.
3. THE CONTRACTOR SHALL NOTIFY CONSTRUCTION SERVICE BUREAU (CSB) AT 1-800-297-2600 AND ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO THE START OF CONSTRUCTION AT THE PROJECT LOCATION.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
6. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
7. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
8. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
9. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
10. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
11. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
12. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
13. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
14. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.
15. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION AND OBTAIN ALL NECESSARY PERMITS FROM THE ENGINEERING DIVISION.



BIG ALERT
 AT LEAST TWO DAYS BEFORE YOU DO



| NO. | DATE | DESCRIPTION | BY | CHECKED |
|-----|----------|-------------|-------|---------|
| 1 | 11/13/12 | 1.00 | 1.00 | 1.00 |
| 2 | 11/13/12 | 2.00 | 2.00 | 2.00 |
| 3 | 11/13/12 | 3.00 | 3.00 | 3.00 |
| 4 | 11/13/12 | 4.00 | 4.00 | 4.00 |
| 5 | 11/13/12 | 5.00 | 5.00 | 5.00 |
| 6 | 11/13/12 | 6.00 | 6.00 | 6.00 |
| 7 | 11/13/12 | 7.00 | 7.00 | 7.00 |
| 8 | 11/13/12 | 8.00 | 8.00 | 8.00 |
| 9 | 11/13/12 | 9.00 | 9.00 | 9.00 |
| 10 | 11/13/12 | 10.00 | 10.00 | 10.00 |

STREET IMPROVEMENT PLAN
HAWTHORNE BLVD AT SKYPARK DR
CITY OF TORRANCE
PUBLIC WORKS DEPARTMENT

DATE: 11/13/12
 DESIGNED BY: JOHN C. BUTLER
 CHECKED BY: JOHN C. BUTLER
 SCALE: AS SHOWN SHEET 2 OF 2
 PLAN NO. **ST-1045**

PROJECT NO. 12-001
 DATE: 11/13/12
 SCALE: AS SHOWN SHEET 2 OF 2
 PLAN NO. **ST-1045**

DATE: 11/13/12
 SCALE: AS SHOWN SHEET 2 OF 2
 PLAN NO. **ST-1045**

DATE: 11/13/12
 SCALE: AS SHOWN SHEET 2 OF 2
 PLAN NO. **ST-1045**

DATE: 11/13/12
 SCALE: AS SHOWN SHEET 2 OF 2
 PLAN NO. **ST-1045**

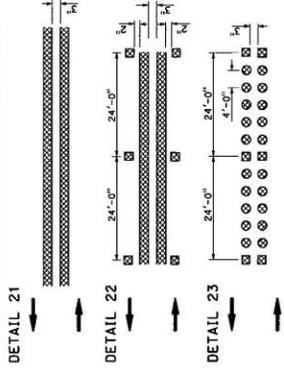
DATE: 11/13/12
 SCALE: AS SHOWN SHEET 2 OF 2
 PLAN NO. **ST-1045**

2010 STANDARD PLAN A20A

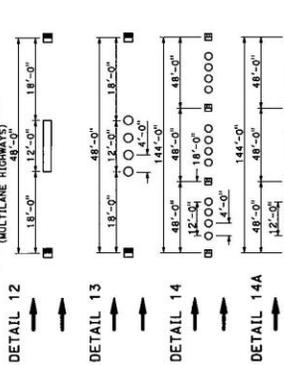
DIST COUNTY ROUTE DIST PROJECT PLAN NUMBER

REGISTERED CIVIL ENGINEER
 MOY 20, 2011
 PLANS APPROVAL STATE
 REGISTERED CIVIL ENGINEER
 STATE OF CALIFORNIA
 LICENSE NO. 45867

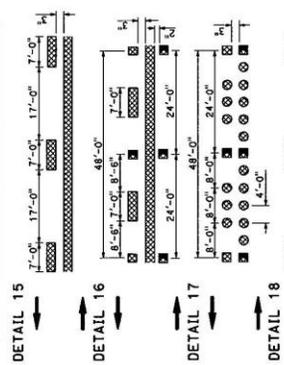
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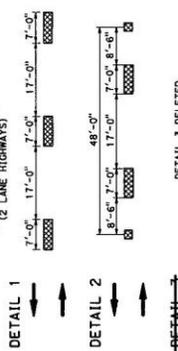
LANELINES (CONT)



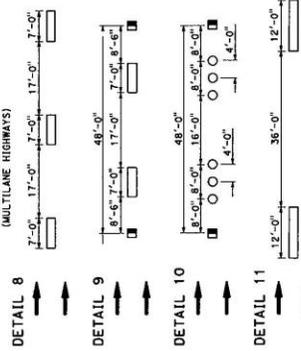
NO PASSING ZONES-ONE DIRECTION



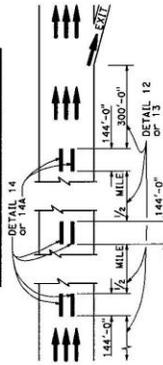
CENTERLINES (2 LANE HIGHWAYS)



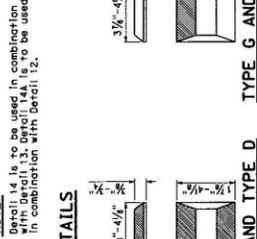
LANELINES (MULTILANE HIGHWAYS)



TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



MARKER DETAILS



LEGEND

- MARKERS
- TYPE A WHITE NON-REFLECTIVE
 - TYPE AY YELLOW NON-REFLECTIVE
 - ◻ TYPE C RED-CLEAR RETROREFLECTIVE
 - ◻ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
 - ◻ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 - ◻ TYPE H ONE-WAY YELLOW RETROREFLECTIVE
- LINES
- 4" WHITE
 - 4" YELLOW
- DIRECTION OF TRAVEL
- RETROREFLECTIVE FACE

NOTE

Detail 12 is to be used in combination with Detail 13. Detail 14 is to be used in combination with Detail 12.

TYPE G AND TYPE H

TYPE C AND TYPE D

TYPE A AND TYPE AY

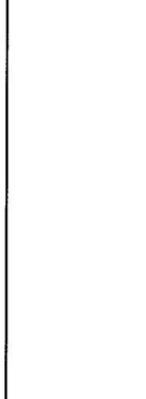
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
 AND TRAFFIC LINES
 TYPICAL DETAILS**

NO SCALE

A20A

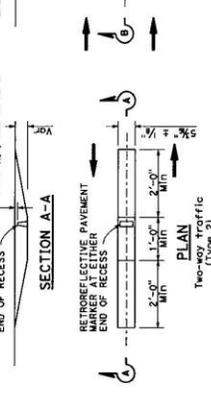
| | | | |
|--------|-------|--------------|-----------|
| COUNTY | ROUTE | TOTAL SHEETS | SHEET NO. |
| | | | |

REGISTERED CIVIL ENGINEER
 MAY 20, 2011
 LICENSE EXPIRES: _____
 THE STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS
 1001 J STREET, SACRAMENTO, CALIFORNIA 95833
 (916) 227-2300

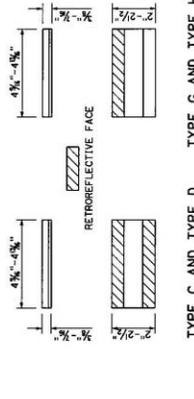


RETROREFLECTIVE PAVEMENT MARKER AT DOWNSTREAM END OF RECESS 0 TO 3/4", SEE NOTE 3

RETROREFLECTIVE PAVEMENT MARKER AT UPSTREAM END OF RECESS 0 TO 3/4", SEE NOTE 3



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



RECESSED MARKER NOTES:
 1. See typical traffic line detail for proper patterns pavement markers, Detail 14A requires a Type 2 recess.
 2. The retroreflective pavement marker for recessed installations are not to be used for non-recessed installations.
 3. The top of pavement non-recessed installations shall be 0 to 3/4" below the pavement surface.

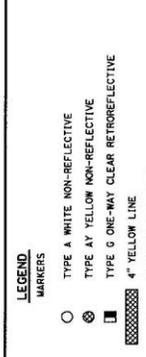
TYPE C AND TYPE D TYPE G AND TYPE H
 See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

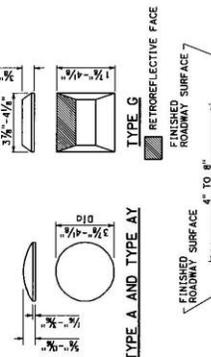
NO SCALE

A20D

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
 AND TRAFFIC LINES
 TYPICAL DETAILS**

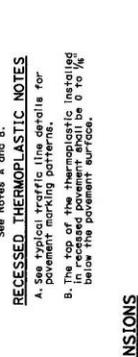


MARKER DETAILS

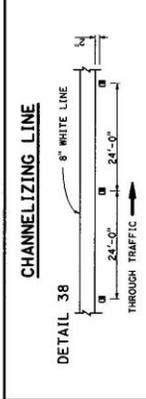


TYPE G
 FINISHED ROADWAY SURFACE
 RETROREFLECTIVE FACE

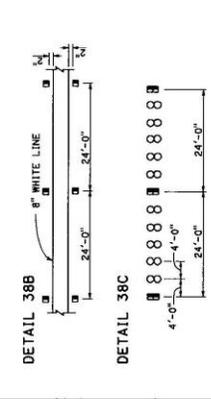
DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE



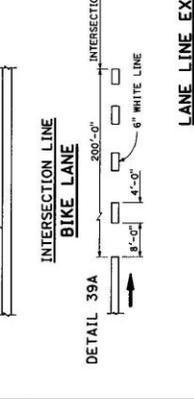
RECESSED THERMOPLASTIC NOTES
 A. See typical traffic line details for pavement marking patterns.
 B. The top of the thermoplastic installed below the pavement surface.



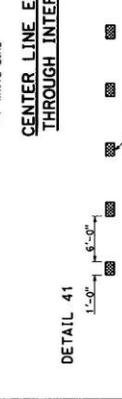
CHANNELIZING LINE



BIKE LANE LINE



INTERSECTION LINE

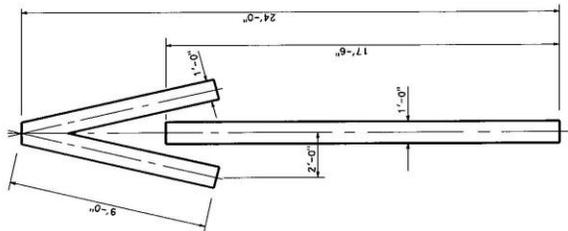


LANE LINE EXTENSIONS THROUGH INTERSECTIONS



CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

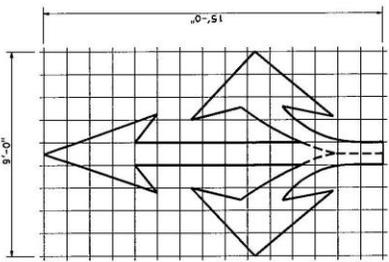
| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| PROJECT NUMBER | SHEET NUMBER | TOTAL SHEETS |
| ROUTE | DATE | SCALE |
| | | |
| REGISTERED CIVIL ENGINEER MAY 20, 2011 EXPIRES 12/31/11 THE STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS 1601 CALIFORNIA STREET, SACRAMENTO, CALIFORNIA 95833 | | |



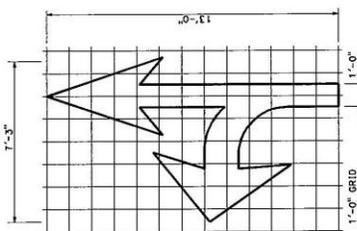
TYPE V ARROW
A=33 f12

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

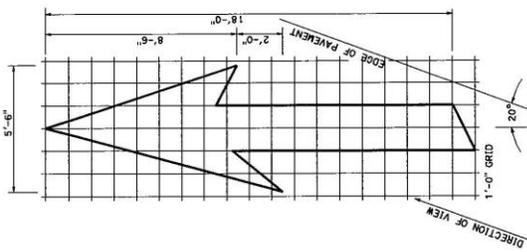
A24A



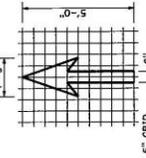
TYPE VIII ARROW
A=26 f12



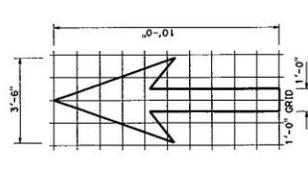
TYPE VII (L) ARROW
(For Type III (R) arrow, use mirror image)



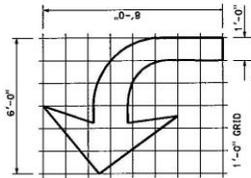
TYPE VI ARROW
Right Turn Arrow
(For left turn, use mirror image)



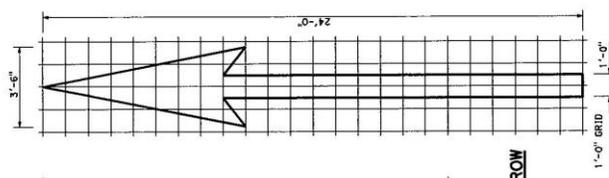
BIKE LANE ARROW
A=7 f12



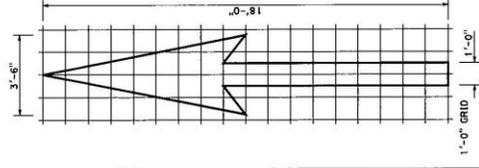
TYPE I 10'-0" ARROW
A=14 f12



TYPE IV (L) ARROW
(For Type II (R) arrow, use mirror image)



TYPE I 24'-0" ARROW
A=31 f12

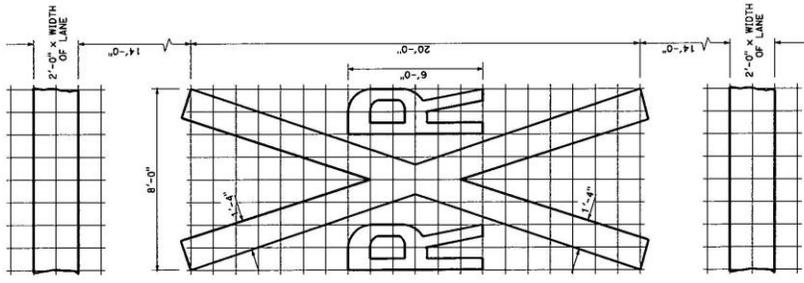


TYPE I 18'-0" ARROW
A=25 f12

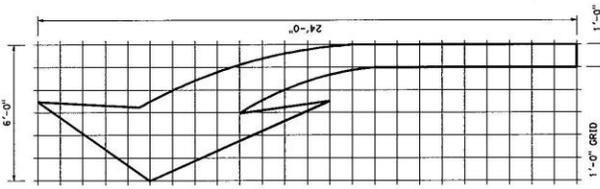
NOTE:
Minor variations in dimensions may be accepted by the Engineer.

| | | | | |
|------|--------|-------|--------------|--------------|
| DATE | COUNTY | ROUTE | SHEET NUMBER | TOTAL SHEETS |
| | | | | |

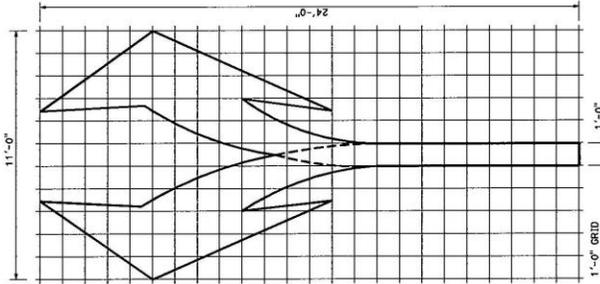
REGISTERED CIVIL ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 MAY 20, 2011
 EXPIRES APRIL 30, 2012
 IN THE STATE OF CALIFORNIA, I HEREBY CERTIFY THAT THE ABOVE NAMED ENGINEER HAS COMPLETED THE REQUIRED EDUCATION AND EXPERIENCE REQUIREMENTS FOR THE LICENSED PROFESSIONAL ENGINEER AND IS ELIGIBLE FOR THE LICENSE.



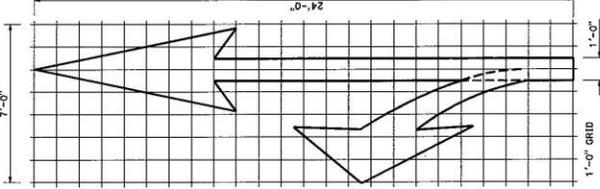
RAILROAD CROSSING SYMBOL
 * 70 ft² does not include the 2'-0" x variable width transverse lines.
 1'-0" GRID *
 A=70 ft² *



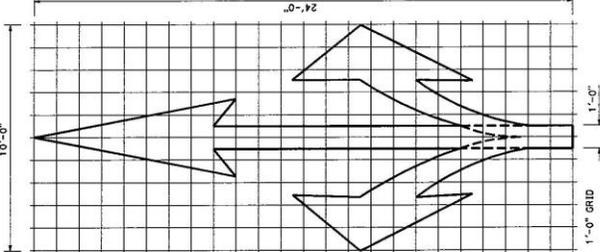
TYPE III (L) ARROW
 A=42 ft²
 (For Type III (R) use mirror image)



TYPE III (B) ARROW
 A=73 ft²



TYPE II (L) ARROW
 A=45 ft²
 (For Type II (R) use mirror image)



TYPE II (B) ARROW
 A=59 ft²

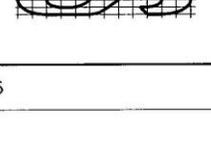
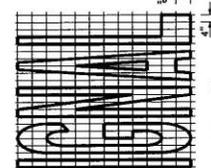
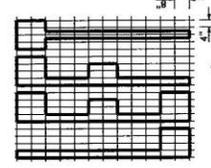
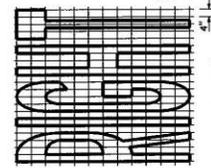
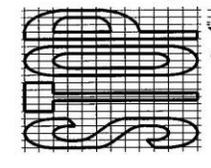
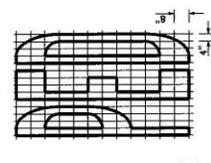
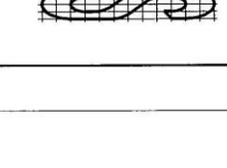
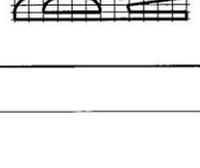
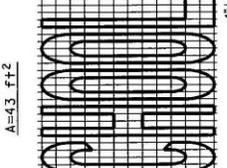
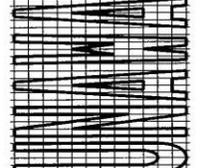
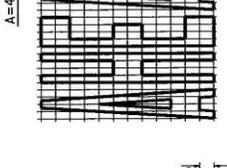
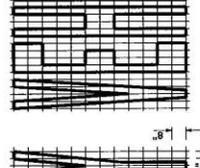
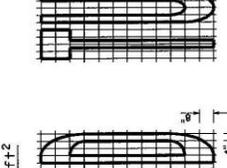
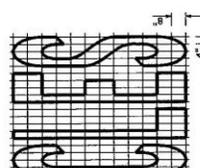
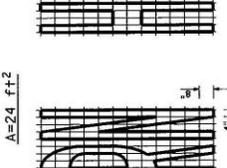
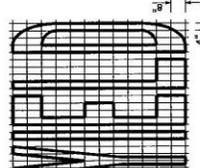
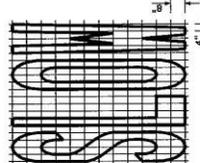
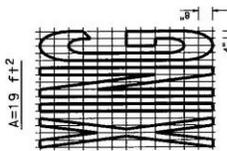
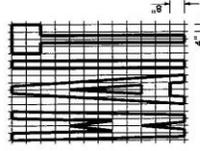
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 ARROWS AND SYMBOLS**
 NO SCALE

A24B

| | | | | |
|------|--------|-------|-----------|------------|
| CITY | COUNTY | ROUTE | POST MILE | POST POINT |
| | | | | |



 REGISTERED CIVIL ENGINEER
 MAY 20, 2011
 PLANS APPROVAL DATE
 BY STATE SEAL NOT VALID FOR REPRODUCTION
 UNLESS APPROVED BY THE BOARD OF PROFESSIONAL ENGINEERS



NOTES:

1. If a message consists of more than one word, it should read "up", i.e., the first word should be nearest the driver.
2. The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The spacing should be determined by the Engineer, but there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

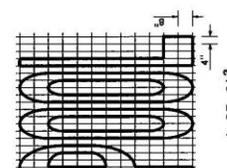
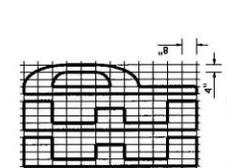
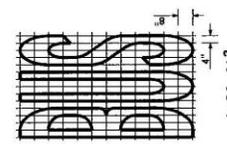
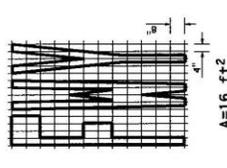
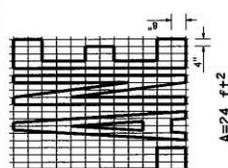
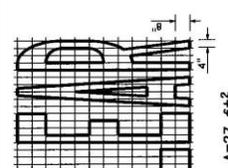
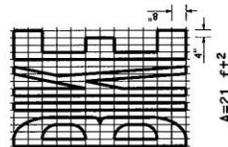
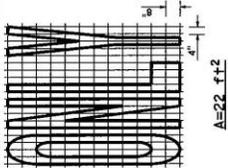
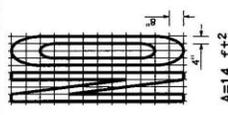
| WORD MARKINGS | | | |
|---------------|------|---------|------|
| ITEM | ft+2 | ft+2 | ft+2 |
| XING | 21 | YIELD | 24 |
| BIKE | 5 | BIKE | 5 |
| STOP | 22 | STOP | 22 |
| COMPACT | 10 | COMPACT | 10 |
| LANE | 6 | LANE | 6 |
| LEFT | 19 | LEFT | 19 |
| RIGHT | 26 | RIGHT | 26 |
| HERE | 26 | HERE | 26 |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO SCALE

A24D

| | | | | |
|------|--------|-------|------------|--------------|
| CITY | COUNTY | ROUTE | POST MILES | SPALE NUMBER |
| | | | | |

REGISTERED CIVIL ENGINEER
Richard M. [Signature]
 MAY 20, 2011
 EXPIRES: MAY 20, 2012
 STATE OF CALIFORNIA
 BOARD OF PROFESSIONAL ENGINEERS
 CIVIL ENGINEERING DIVISION
 1001 J STREET, SACRAMENTO, CALIFORNIA 95833
 PHONE: (916) 227-2300 FAX: (916) 227-2301
 WWW.PE.CS.CA.GOV



| ITEM | FT+2 | ITEM | FT+2 |
|-------|------|------|------|
| LANE | 24 | BIKE | 21 |
| CAR | 17 | BUS | 20 |
| CLEAR | 27 | ONLY | 22 |
| KEEP | 24 | FRY | 16 |

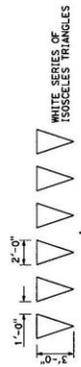
NOTES:

- If a message consists of more than one word, it should read "UP", i.e., the first word should be nearest the driver.
- When the grade above the pavement marking is less than the height of the characters, the pavement marking should be raised to the height of the characters. For typical locations of markings, see Standard Plans A24A and A24B.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
- Crosswalks contiguous to school grounds are to be 1'-0" yellow lines in place of 1'-0" white lines.
- The words "NO PARKING" pavement marking is to be used for parking restrictions. For typical locations of markings, see Standard Plans A24A and A24B.
- The words "NO PARKING" shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.



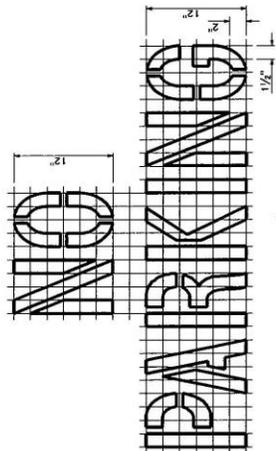
CROSSWALK AND LIMIT LINE

See Note 3



DIRECTION OF TRAVEL

YIELD LINE



A=2 ft+2
See Notes 6 and 7

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
WORDS AND CROSSWALKS**

NO SCALE

A24E

PROJECT: _____ COUNTY: _____ ROUTE: _____ SHEET NO. _____ OF _____

REGISTERED CIVIL ENGINEER

H. Paul Cook

MAY 20, 2011

PLANS APPROVAL DATE

FOR THE STATE OF CALIFORNIA

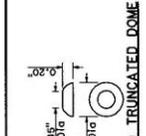
REGISTERED PROFESSIONAL ENGINEER

NO. 41527

EXPIRES 12/31/2013

NO. 41527

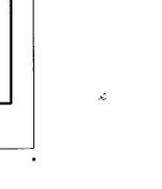
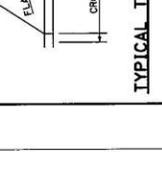
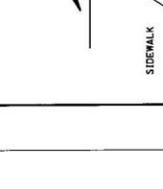
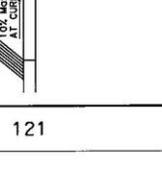
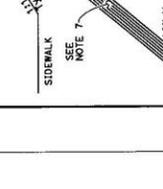
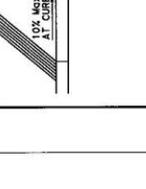
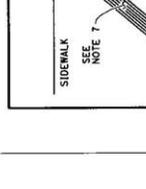
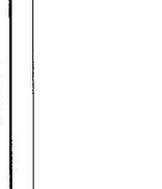
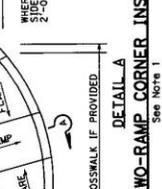
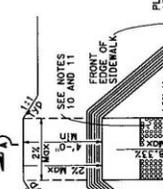
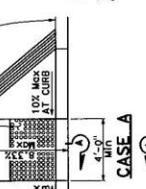
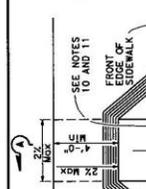
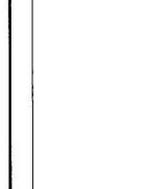
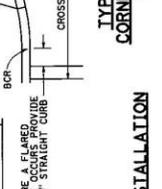
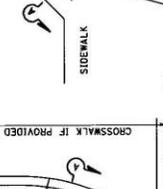
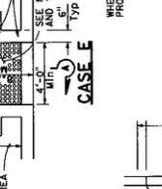
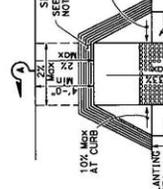
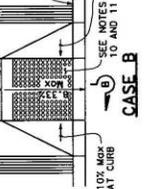
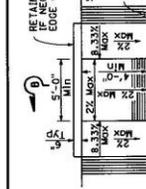
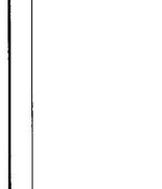
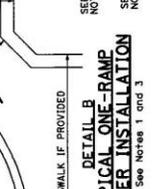
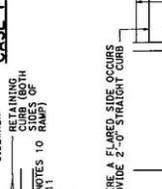
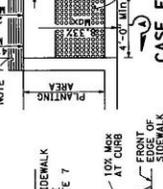
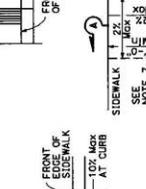
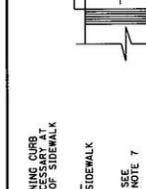
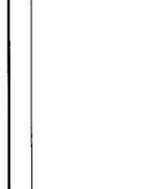
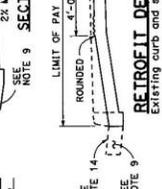
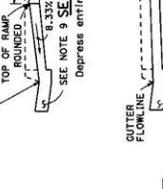
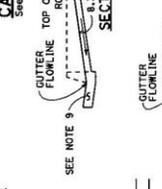
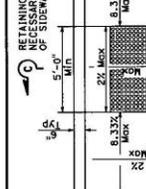
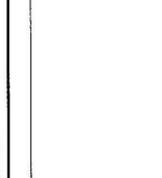
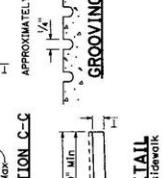
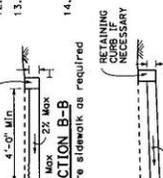
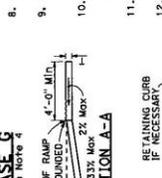
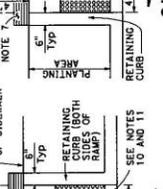
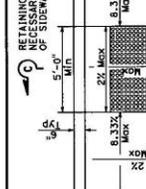
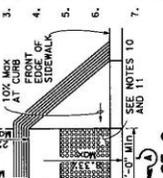
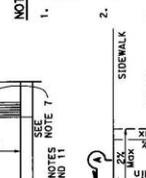
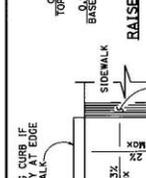
EXPIRES 12/31/2013



RAISED TRUNCATED DOME

NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. For other conditions, contact the Designer. Case A and Case B may be used at mid block locations, as site conditions dictate.
2. If distance from curb to back of sidewalk is too short to accommodate a sidewalk ramp, the ramp may be depressed longitudinally as in Case H, or C, or may be widened as in Case U.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case C ramp shall be constructed in reversed position.
5. If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-0".
6. Side slope of ramp, measured uniformly from a minimum of 10% of the ramp, except in Case C and Case F.
7. The curb ramp shall be outlined, as shown, with a 1'-0" wide border with $\frac{1}{4}$ " grooves approximately $\frac{1}{4}$ " on center. See grooving detail.
8. Transitions from ramps and landing to walks, gutters or streets shall be finished and sloped as appropriate.
9. Maximum height of sidewalk, curbs and surfaces immediately adjacent to the curb ramp or accessible route shall not exceed 5 percent within 4'-0" of the top and bottom of the curb ramp.
10. Curb ramps shall have a detectable warning surface that extends the full width and 2'-0" depth of the ramp. The detectable warning surface shall conform to the details on the drawings, meeting requirements in the Special Provisions.
11. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline.
12. Sidewalk and ramp thickness, "T", shall be $\frac{3}{4}$ " minimum.
13. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or protected by the contractor prior to, or in conjunction with, curb ramp construction.
14. For retrofit conditions, removal and replacement of curb apron will be at the contractor's option, unless otherwise shown on project plans.

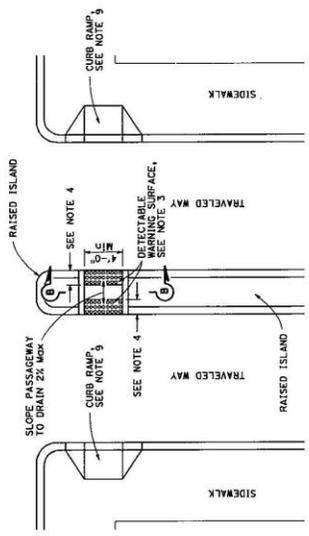


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| PLANT | COUNTY | ROUTE | POST MILEAGE | SHEET NO. | TOTAL SHEETS |
| | | | | | |

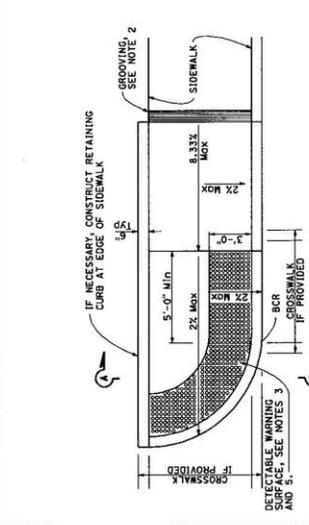
H. David Cook
 REGISTERED CIVIL ENGINEER
 No. 4582
 EXPIRES APRIL 30, 2011
 STATE OF CALIFORNIA
 DIVISION OF HIGHWAYS
 OFFICE OF THE ASST. DIR. OF TRANSPORTATION
 DIVISION OF HIGHWAY SAFETY & STAFF

NOTES:

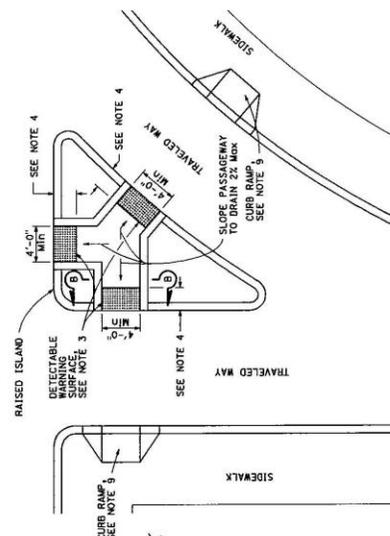
1. Sidewalk, ramp and passageway thickness, "T", shall be 3/2 minimum.
2. For details of grooving used with Case CM curb ramp, see Standard Plan A88A.
3. For details of detectable warning surfaces, see Standard Plan A88A.
4. Where an island passage way length is less than 6'-0", the detectable warning surface shall extend the full width and depth of the passage way length. Where an island passage way length is less than 8'-0", each detectable warning surface shall be 6'-0" wide. Where an island passage way length is greater than or equal to 8'-0", each detectable surface shall be 6'-0" wide and the depth of the detectable surface nearest the street shall be between 6" and 8" from the gutter flowline.
5. For Case CM curb ramp, the edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline.
6. Transitions from ramps to walks, gutters or streets shall be finished with a beveled top edge.
7. Maximum slope of sidewalk with light. The road surface shall not exceed 5 percent within 4'-0" of the top and bottom of the curb ramp.
8. Facilities which obstruct or impede all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
9. For additional curb ramp details, see Standard Plan A88A.



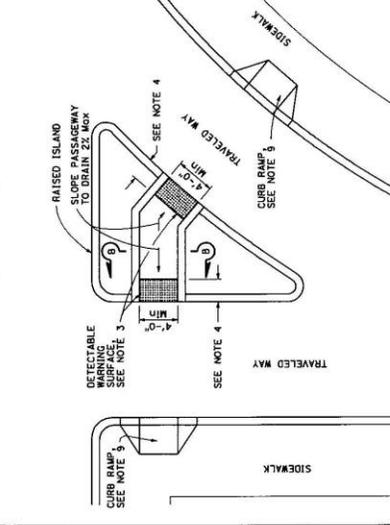
TYPE A PASSAGEWAY



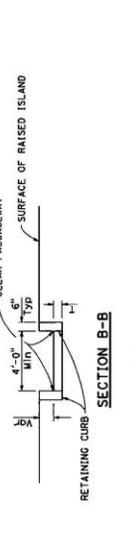
CASE CM CURB RAMP



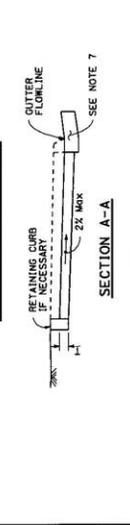
TYPE B PASSAGEWAY



TYPE C PASSAGEWAY



SECTION B-B



SECTION A-A

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
CURB RAMP AND ISLAND PASSAGEWAY DETAILS
 NO SCALE

A88B

| | | | | | |
|-------|--------|-------|-----------|-----------|--------------|
| STATE | COUNTY | ROUTE | POST MILE | SHEET NO. | TOTAL SHEETS |
| | | | | | |

REGISTERED ELECTRICAL ENGINEER
William J. Ornelas
 MAY 20, 2011
 PLANS APPROVAL DATE
 THE STATE ENGINEER HAS REVIEWED THESE PLANS FOR CONFORMANCE WITH THE ELECTRICAL CODES OF THE STATE OF CALIFORNIA.



NOTES:

- Mounting shall be oriented to provide maximum horizontal clearance to adjacent roadway.
- Bracket arms shall be long enough to permit proper alignment of signals.
- See Standard Plan ES-4D for attachment fittings details.

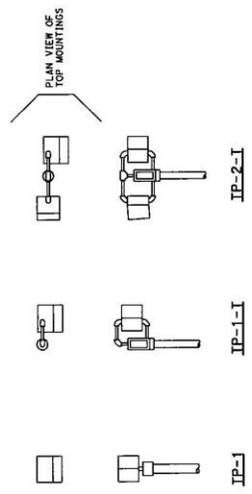
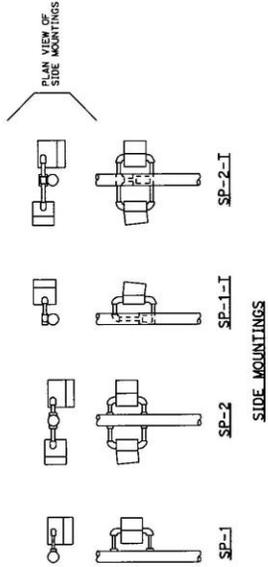
ABBREVIATIONS:

- 1, 2 NUMBER OF SIGNAL FACES
- SP SIDE MOUNTED PEDESTRIAN SIGNAL
- T TERMINAL COMPARTMENT
- TP TOP MOUNTED PEDESTRIAN SIGNAL

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(PEDESTRIAN SIGNAL AND
RAMP METERING)**

NO SCALE

ES-4B

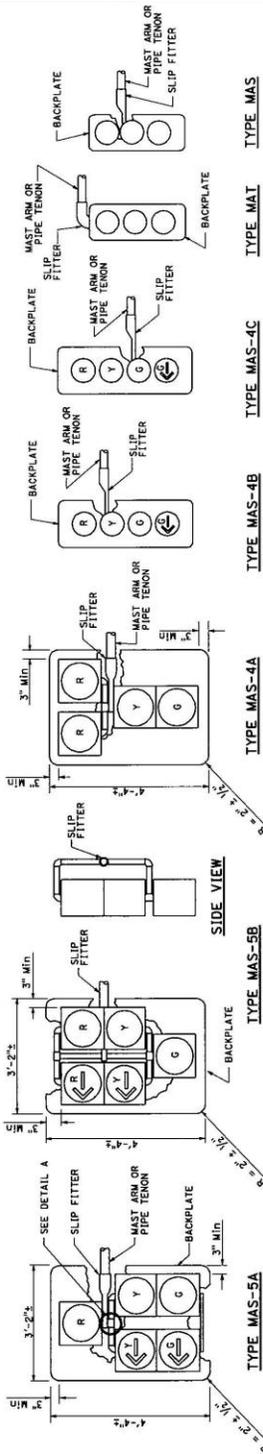


**PEDESTRIAN SIGNALS AND MOUNTINGS
DETAIL A**

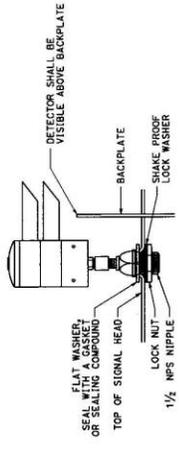
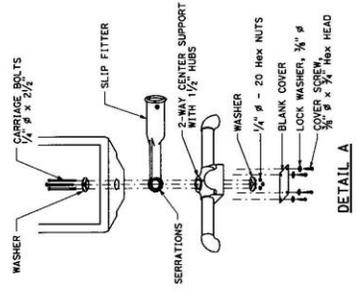


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|------|--------|-------|--------------|-----------|--------------|
| CITY | COUNTY | ROUTE | POST MILEAGE | SHEET NO. | TOTAL SHEETS |
| | | | | | |

REGISTERED ELECTRICAL ENGINEER
Richard J. Ornelas
 LICENSE APPROVAL DATE: **MOY 20, 2011**
 LICENSE NO. **10000**
 THE STATE BOARD OF ELECTRICAL ENGINEERS
 100 SOUTH MAIN STREET, SUITE 1000
 SACRAMENTO, CALIFORNIA 95834
 PHONE: (916) 445-3300 FAX: (916) 445-3301
 WEBSITE: WWW.CSCEB.CA.GOV



MAST ARM MOUNTINGS

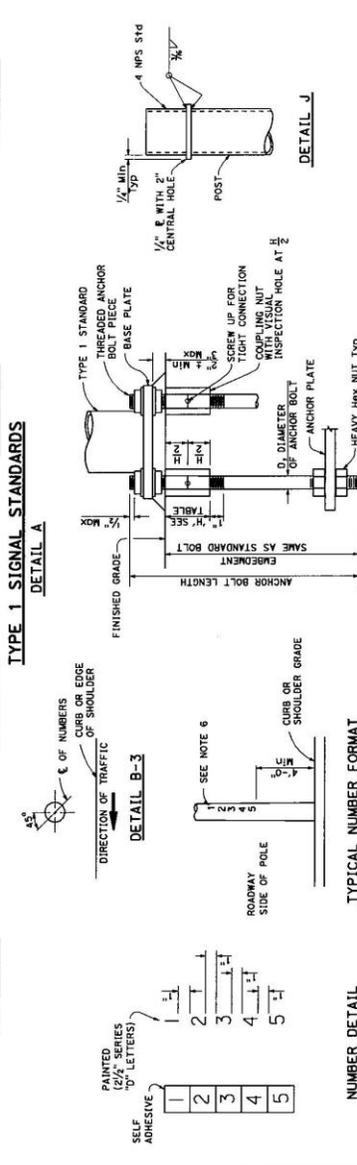
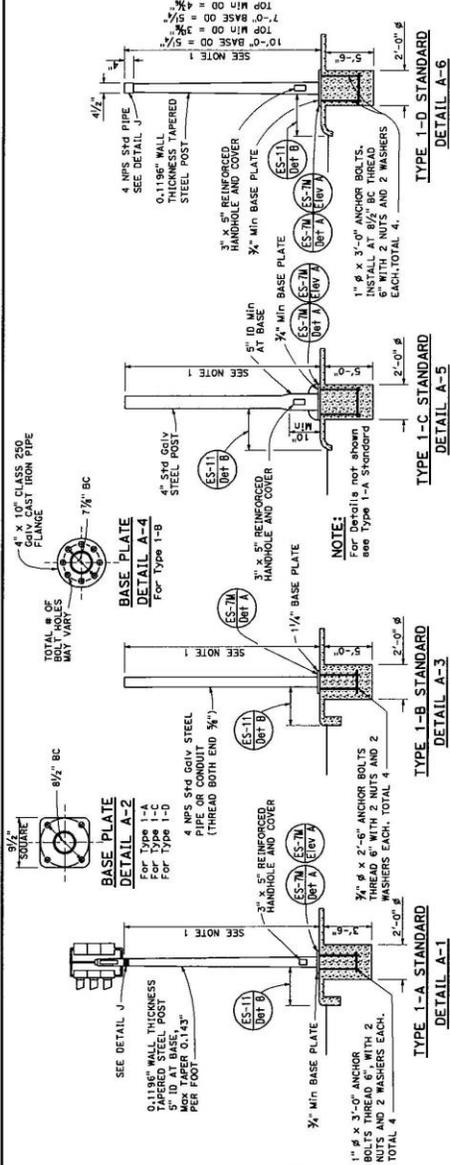


STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (SIGNAL FACES AND
 EMERGENCY VEHICLE
 DETECTOR MOUNTINGS)**

NO SCALE

COUNTY ROUTE TOTAL SHEETS
 PROJECT NO. SHEETS
 DATE
 REGISTERED CIVIL ENGINEER
 MAY 09, 2011
 LICENSE NO. 41713
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAY ENGINEERING
 DIVISION OF HIGHWAY ENGINEERING

- NOTES:**
- Standards shall be 10'-0" ± 2" for all standards. The maximum height of the standard shall be noted on project plans.
 - Top of standards shall be 4 1/2" OD.
 - Conduits shall extend 2" maximum above finished surface of foundation and for standards 1-10 shall be sloped toward handhole.
 - Anchor bolts shall be bonded to conduit or grounding conductor.
 - Conduit between standard and adjacent pull box shall be 2" minimum.
 - Paint numbers on roadway side facing curb or edge of shoulder.
 - Standard Plans ES-7M and ES-7N.
 - Four foundation concrete against undisturbed soil.
 - For standards with handhole, locate in the roadway side facing curb or edge of shoulder.
 - Coupling nuts to be used only when shown or specified on project plans.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
ELECTRICAL SYSTEMS
(SIGNAL AND LIGHTING STANDARD, TYPE 1
AND EQUIPMENT NUMBERING)
 NO SCALE

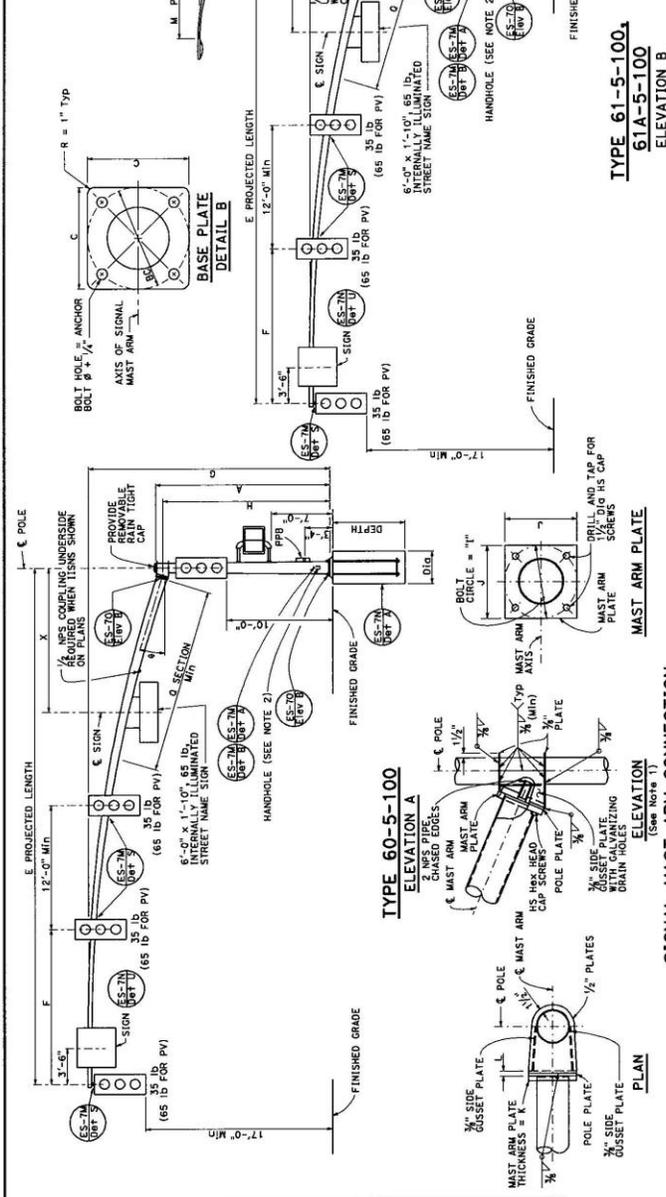
ANCHOR BOLTS WITH SLEEVE NUTS
 DETAIL C
 (See note 10)

LOCATION OF EQUIPMENT NUMBERS ON STANDARDS AND POSTS
 DETAIL B

NUMBER DETAIL
 DETAIL B-1
 DETAIL B-2

| | |
|---|-------------------------|
| 1 | SELF ADHESIVE |
| 2 | PAINTED (2 1/2" SQUARE) |
| 3 | PAINTED (2 1/2" SQUARE) |
| 4 | PAINTED (2 1/2" SQUARE) |
| 5 | PAINTED (2 1/2" SQUARE) |

COUNTY ROUTE PROJECT NO. SHEET NO. OF SHEETS
 REGISTERED CIVIL ENGINEER
 DATE
 MAY 20, 2011
 PLANS APPROVAL DATE
 OF THIS PLAN AND SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT IS BLANKED



TYPE 60-5-100
ELEVATION A
 E PROJECTED LENGTH 12'-0" Min
 F 3'-6"
 G 17'-0" Min
 H 17'-0" Min
 I 17'-0" Min
 J 17'-0" Min
 K 17'-0" Min
 L 17'-0" Min
 M PROJECTED LENGTH
 N 17'-0" Min
 O SECTION MIN
 P 17'-0" Min
 Q 17'-0" Min
 R 17'-0" Min
 S 17'-0" Min
 T 17'-0" Min
 U 17'-0" Min
 V 17'-0" Min
 W 17'-0" Min
 X 17'-0" Min
 Y 17'-0" Min
 Z 17'-0" Min
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 AB 17'-0" Min
 AC 17'-0" Min
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 AE 17'-0" Min
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 AG 17'-0" Min
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 AL 17'-0" Min
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 BL 17'-0" Min
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 BN 17'-0" Min
 BO 17'-0" Min
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NOTES:

- The vertical separation between the face of the pole and the amount of ppp. shall not exceed 3/4". Filter weld size to be increased by 20% of ppp.
- Handhole will be located on the downstream side of structure.

LUMINAIRE MAST ARM DATA

| PROJECTED LENGTH | MIN RISE AT POLE | MIN THICKNESS AT POLE | F MOUNTING HEIGHT AT POLE |
|------------------|------------------|-----------------------|---------------------------|
| 6'-0" | 2'-0" | 3/4" | 31'-6" |
| 8'-0" | 2'-6" | 3/4" | 35'-6" |
| 10'-0" | 3'-0" | 3/4" | 37'-0" |
| 12'-0" | 3'-6" | 3/4" | 38'-6" |
| 15'-0" | 4'-0" | 3/4" | 39'-0" |

SIGNAL MAST ARM DATA

| PROJECTED LENGTH | MIN RISE AT POLE | MIN THICKNESS AT POLE | F MOUNTING HEIGHT AT POLE |
|------------------|------------------|-----------------------|---------------------------|
| 6'-0" | 2'-0" | 3/4" | 31'-6" |
| 8'-0" | 2'-6" | 3/4" | 35'-6" |
| 10'-0" | 3'-0" | 3/4" | 37'-0" |
| 12'-0" | 3'-6" | 3/4" | 38'-6" |
| 15'-0" | 4'-0" | 3/4" | 39'-0" |

BASE PLATE DATA

| POLE TYPE | WIND LOAD CASE (MPH) | MIN HEIGHT (FT) | MIN OD BASE (IN) | MIN OD TOP (IN) | THICKNESS (IN) | ANCHOR BOLT SIZE | LUMINAIRE MAST ARM | SIGNAL MAST ARM | CIDH PILE FOUNDATION |
|-----------|----------------------|-----------------|------------------|-----------------|----------------|------------------|--------------------|-----------------|----------------------|
| 60-5-100 | 5 | 100 | 16" | 11 1/4" | 0.3125" | 2 1/2" φ x 60" | NONE | 60'-0" | REINFORCED |
| 61-5-100 | 5 | 100 | 16" | 11 1/4" | 0.3125" | 2 1/2" φ x 60" | NONE | 60'-0" | REINFORCED |
| 61A-5-100 | 5 | 100 | 16" | 11 1/4" | 0.3125" | 2 1/2" φ x 60" | NONE | 60'-0" | REINFORCED |

ELECTRICAL SYSTEMS
(SIGNAL AND LIGHTING STANDARD,
CASE 5 SIGNAL MAST ARM LOADING,
WIND VELOCITY=100 MPH AND SIGNAL
MAST ARM LENGTHS 60' TO 65')

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 NO SCALE
ES-7H

APPENDIX IV
STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT
 TR-0120 (REV 6/2007)

| | |
|------------------------------------------|--------------------------------------|
| Permit No. 710-NMC-0184 € | |
| Dist/Co/Rte/PM 07-LA-107-0.43 | |
| Date May 20, 2011 € | |
| Fee Paid \$ Exempt | Deposit \$ |
| Performance Bond Amount (1) \$ | Payment Bond Amount (2) \$ |
| Bond Company | |
| Bond Number (1) | Bond Number (2) |

In compliance with (Check one):

- Your application of January 28, 2010 € of _____
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- RW Contract No. _____ of _____

TO: **City of Torrance**
 20500 Madrona Avenue
 Torrance, California 90503 €

Attn: Craig Bilezerian
 Phone: (310) 618-3054

PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

encroach within the State's right of way for the purpose of implementing a City sponsored project that entails adding an additional southbound left-turn lane, removing the raised median on the north leg, removing and reconstructing two curb ramps on the northeast and northwest corners, constructing one new curb ramp with median/island pathway on the south leg, modifying signals and pavement delineation, and performing associated traffic control activities along Route 107 (Hawthorne Boulevard) at Skypark Drive, in the city of Torrance; all in accordance with current State specifications, the attached special provisions, and permit plans dated May 20, 2011.

Permittee shall contact State permit inspector, Mr. Larry Tokuyama at telephone number (310) 609-0354, State civil inspector, and Mr. Ralph Griffo at telephone number (909) 628-6249, State electrical inspector, between the hours of 0700 and 0900, a minimum of 10 working days prior to the initial start of work to arrange a pre-construction meeting to ensure a complete understanding of the work and permit requirements. A confirmation notification should occur three days prior to closure or other potential traffic impacts.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The following attachments are also included as part of this permit (Check applicable):</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No General Provisions</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Utility Maintenance Provisions</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Special Provisions A, B, C, G, H, Q, and T</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No A Cal-OSHA Permit, if required: Permit No.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No As-Built Plans Submittal Route Slip for Locally Advertised Projects</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Storm Water Pollution Prevention Plan</p> | <p>In addition to fee, the permittee will be billed actual cost for:</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Review</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Inspection</p> <p><input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No Field Work</p> <p>(If any Caltrans effort expended)</p> |
| <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.</p> | |

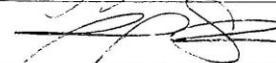
This permit is void unless work is completed before **April 30, 2012** €

This permit is to be strictly construed and no other work than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

cc: South Region
 L. Tokuyama, Insp.
 R. Griffo, Insp.
 Eric Ojji, HQ METS
 Angela Rush, HQ METS
 File

APPROVED: 
 Zoe Yue, P.E., District Permit Engineer

BY: 
 Paul Shin, P.E., Permit Engineer

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-3657 or TDD (916) 654-3880 or write FM 91 1436 Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

SPECIAL PROVISIONS

The attached District's Standard Special Provisions are generalizations of the Department's Standard Specifications and are included only as a convenience to the Permittee; it shall not be construed as the only provisions pertaining to this permit. Permittee shall reference the current Department's Standard Specifications for complete and unabridged specification requirements.

1. By acceptance of this permit, the permittee understands and agrees to reimburse the State for all costs incurred for performing corrective work in the event that the permittee or permittee's representatives fail to install, replace, repair, restore, or remove facilities to state specifications for the immediate safe operation of the highway and satisfactory completion of all permit work. State forces may perform corrective work or it maybe contracted out. Understood is that the above charges are in addition to permit fees, and an invoice will be sent to permittee for said charges after satisfactory completion of all work.
2. Permittee shall fully conform to the requirements of the Department of Transportation Statewide National Pollution Discharge Elimination System (NPDES) Storm Water Permit No. 2009-0009-DWQ Construction General Permit (CGP) adopted by the State Water Resources Control Board on July 1, 2010. The permittee shall also conform to any subsequent CGP requirements in effect at the time of Encroachment Permit issuance. This permit regulates storm water and non-storm water discharges associated with year-round construction or special event encroachment activities.
3. If contractor forces perform the work authorized by this permit, permittee's contractor shall furnish the State with a signed application requesting a separate Caltrans permit (Double Permit) authorizing the contractor to perform the work within the State's right of way on behalf of the permittee, a "Performance Bond" and a "Payment Bond" maybe required. Contractor's bonds maybe waived if the contractor has bonds for 100 percent of the project with the permittee. **Contractor shall not begin work until the Double permit is approved.**

Permittee's contractor will be required to reimburse the State for the cost incurred for engineering inspection of the work within the State highway right of way and all other permit related field work performed by Caltrans maintenance forces when, as determined by Caltrans, it becomes necessary. **Estimated engineering inspection fees are \$5,084. Any State supplied material shall be paid by the Contractor to Caltrans.**

Permittee's contractor is required to have the signed permit and the double permit with all Special Provisions and plans stamped "CALTRANS PERMIT PLANS" dated **May 20, 2011** at the work site at all times while work is being conducted.

Permittee shall remain solely responsible for compliance with all requirements of this permit.

4. All work performed pursuant to this permit shall be performed in accordance with the *current* Department of Transportation's Standard Specifications, Standard Plans, Encroachment Permit Utility Provisions dated May 2006, and shall comply with all provisions of this permit and the instructions of the State permit inspector. Any violation of this permit shall constitute grounds for revocation of the permit.
5. It is the responsibility of the permittee, permittee's agents, or contractors to comply with all provisions of this permit and instructions from the State permit inspectors. Permittee shall keep the permit package or copies thereof, at the work site at all times and show it upon request to any Department representative or law enforcement officer. When the permit package is not available, then immediate suspension of permit will occur.
6. Permittee shall furnish the necessary inspection to provide for public safety and to insure that all work within or affecting the State's right of way pursuant to this permit is in accordance with State Standards and requirements. The State permit inspectors will monitor the work authorized under this permit and the work is subject to the approval of the State permit inspectors.
7. Prior to performing any work pursuant to this permit, the permittee shall obtain all necessary permits and authorizations required of other governmental agencies and by law. The permittee shall make the necessary arrangements with the appropriate agencies to monitor and test performed work to ensure accordance with requirements of those agencies.
8. Permittee is responsible for restoration and repair of the State's right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.). Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the State's right of way.
9. All striping, pavement markings, and markers obliterated by the work authorized by this permit shall be replaced in kind or better, as directed by the State permit inspectors at no cost to the State.
10. Existing traffic signal, lighting, electrical systems, and underground installations (shown on the permit plans or not) damaged by the work authorized by this permit shall be replaced in kind, restored in kind, or better as directed by the State permit inspectors at no cost to the State.

11. Potentially hazardous waste material, if encountered during implementation of permitted work, then all work within the effected area shall cease immediately. The permittee shall contact State permit inspectors to arrange a site assessment by a Caltrans hazardous material coordinator.
12. Do not store materials within the State's right of way and remove materials at the end of the day or properly store it as directed by the State permit inspector.
13. Adequately shore trench to conform to requirements of the California Department of Safety and Health. Provide approved Cal OSHA Permit to State permit inspectors when required.
14. American National Standards Institute (ANSI) compliant Class II vests and hard hats shall be worn while working within State right of way. Workers working at night will be required to wear ANSI Class III warning garments. Class III compliance can be achieved by combining ANSI Class E pants worn with an ANSI Class II vest.
15. "The California Public Resources Code Chapter 1.7, Section 5097.5 makes it a misdemeanor for anyone to knowingly disturb an archaeological or historical feature. California Public Resources Code Sections 5097.98 and 5097.99 require protection of Native American remains that may be found and outlines procedures for handling any burials found.

The California Administrative Code, Title 14, Section 4308, requires that no person disfigure any object of historical interest or value. The California Penal Code, Title 14, Part 1, Section 622-1/2 makes it a misdemeanor to destroy anything of historical value within any public place.

Should human skeletal material or archaeological material be found during construction activities, all work must be halted within 30 feet of the find. The Encroachment Permit Applicant shall notify the Caltrans Senior Archaeologist (Gary Iverson at 213-897-3818) immediately. Construction activities within 30 feet of the find shall remain halted until the Caltrans Senior Archaeologist (Gary Iverson) or his representative have determined that all legal compliance conditions have been met before any work may resume in the area of the find.

The Department reserves the right to use other forces for exploratory work to identify the extent of areas requiring archaeological evaluation or recovery. Contractor labor, equipment and materials required to assist the archaeologist to ensure legal compliance shall be paid by the Encroachment Permit Applicant. All archaeological materials found during project activity shall become the property of the State."

16. Permittee shall arrange a pre-job meeting as required; if a pre-job does not take place, cancellation of the permit may occur. Permittee's contractor shall submit a written schedule to the State permit inspectors for review and approval prior to the commencement of work. The State permit inspectors must ascertain and agree to all work details and all aspects of traffic control or no work shall begin on this permit.
17. Any deviation from these procedures or conditions will cause suspension of all work until satisfactory compliance by permittee or permittee's contractor.
18. If a time extension for this permit is required, request one 30 days in advance of the expiration date. Permit closure occurs after the expiration date, once this occurs reactivation will not occur. It will be the responsibility of the permittee to reapply by submitting an application and plans, if the need for a permit is still present.
19. Typically, working hours and traffic control are authorized only between 9 AM and 3 PM, Monday through Friday, holidays excluded. Any traffic control that requires lane closure shall be in compliance with the appropriate traffic control plan, California Manual on Uniform Traffic Control Devices (CA MUTCD), and/or Caltrans Standard Plans. Where required by the plan, the use of a flashing arrow-board is MANDATORY.
20. Road closure schedule:

| | |
|-----------------------------------------------|------------------------------------|
| One (1) lane closure, both directions: | 9:00 AM – 3:00 PM, Monday – Friday |
| Two (2) lane closure, both directions: | 9:30 PM – 5:00 AM, Monday – Friday |
| Or as directed by the State permit inspectors | |
21. Roadway pavement delineation activities shall be conducted at nights or weekends, or as directed by the State permit inspectors.
22. Personal vehicles shall not be parked within the limits of the construction/work zone, parking restrictions extends to roadway areas closed to public traffic.
23. If a bus stop is located within the area of construction, the permittee shall contact MTA or the local transit agency to arrange a temporary bus stop.
24. A qualified third party testing agency shall be identified to perform all the tests such as compaction, AC, and base material during the construction. All reports shall be promptly submitted to the State permit inspector for review and approval.

25. All open trenches within the traveled way shall be back-filled, compacted, and temporary pavement (minimum 3" thick) placed before the end of each working day. Shoring and properly placed, and maintained, skid resistant steel plates may be substituted for the back filling for short use when pre-approved by State permit inspectors.
26. If the State permit inspectors, for short time use, authorize steel plates, plates shall be recessed into the existing pavement so that surface of the plates is flush with the roadway pavement as per Special Provision "C."
27. Steel plates used for bridging must extend a minimum of 12 inches beyond the edges of the trench.
28. Sand cement slurry for backfill material shall be 1-1/2 sacks per cubic yard. If Permittee chooses to backfill with native or imported material, a compaction test is required to verify 95% compaction.
29. Surface restoration shall include cold plane a minimum of 1-foot beyond trench line to a minimum depth of 2 inches.
30. Existing concrete sidewalk shall be saw cut at the scoreline to the full depth of concrete and shall be performed in conformance with the attached Special Provision "B" and "C."
31. Damaged curb and gutter, pavement, and/or sidewalk shall be replaced as determined appropriate by State permit inspectors.
32. Permittee shall place "Sidewalk Closed" signs and shall provide and maintain at all times a safe passage way and protection of pedestrian traffic including disable person on wheelchair.
33. The new curb and gutter, and/or sidewalk shall match adjacent existing facilities.
34. A monolithic pour of curb and gutter, and sidewalk is not permitted.
35. Permittee shall be responsible for the relocation or adjustment of any utility required as the result of work authorized by this permit, and utility relocation shall be completed prior to the installation of any new curb and gutter, or sidewalk.
36. Utility boxes are not allowed within the boundaries of new wheelchair ramp and driveways.
37. 12 inches of Asphalt concrete next to the gutter to be removed shall be saw-cut to full depth and replaced with hot mix AC.
38. Any conflicting pavement delineation shall be removed as directed appropriate by the State permit inspectors.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
 TR-0100 (REV. 07/2007)

Permission is requested to encroach on the State Highway right-of-way as follows:
 (Complete all BOXES (write N/A if not applicable))
 This application is not complete until all requirements have been approved.

| FOR CALTRANS USE | |
|-----------------------|---------------|
| PERMIT NO | 710-NMC-0184 |
| DIST/CO/RTE/PM | 7-LA-107-0.43 |
| SIMPLEX STAMP | 0184 |
| DATE OF SIMPLEX STAMP | 1/28/10 |

| | | |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1. COUNTY Los Angeles | 2. ROUTE LA107 | 3. POSTMILE 0.43 |
| 4. ADDRESS OR STREET NAME HAWTHORNE BLVD | 5. CITY TORRANCE | |
| 6. CROSS STREET (Distance and direction from site) SKYPARK DR | 7. PORTION OF RIGHT-OF-WAY MEDIAN AREA | |
| 8. WORK TO BE PERFORMED BY <input type="checkbox"/> OWN FORCES <input checked="" type="checkbox"/> CONTRACTOR | 9. EST. START DATE JANUARY 2009 | 10. EST. COMPLETION DATE APRIL 2009 |
| 11. EXCAVATION MAX. DEPTH: 18" AVG. DEPTH: 18" AVG. WIDTH: 12' LENGTH: 300' | SURFACE TYPE ASPHALT | |
| 12. EST. COST IN STATE HIGHWAY RIGHT-OF-WAY \$200,000 | FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input checked="" type="checkbox"/> PRIVATE | |
| 13. PIPES PRODUCT TYPE: PVC DIAMETER: 3" | VOLTAGE / PSIG | 14. CALTRANS PROJECT E.A. NUMBER |

15. Double Permit Parent Permit Number _____
 Applicant's Reference Number / Utility Work Order Number _____

16. Have your plans been reviewed by another Caltrans branch? NO YES (If "YES" Who? _____)

17. Completely describe work to be done within STATE highway right-of-way ;
 Attach 6 complete sets of FOLDED plans (folded 8.5" x 11"), and any applicable specifications, calculations, maps, etc.
 All dimensions shall be in U.S. Customary (English) Units.
ADD A SOUTHBOUND LEFT TURN LANE, REMOVE MEDIAN ON NORTH LEG, REMOVE XWALK ON NORTH LEG, ADD X-WALK ON SOUTH LEG, MODIFY SIGNAL AND STRIPING AS NEEDED

*So. Region
Tokuyama, Insp.*

18. Is a city, county, or other agency involved in the approval of this project?
 YES (If "YES", check type of project and attach environmental documentation and conditions of approval.)
 COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER _____
 CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____
 NO (If "NO", please check the category below which best describes the project, and complete page 4 of this application.)
 DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE, OR RESURFACING FENCE
 PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS MAILBOX
 FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS EROSION CONTROL
 OTHER _____ LANDSCAPING

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19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource?
 (If "YES", provide a description) YES NO

20. Is this project on an existing highway or street where the activity involves removal of a scenic resource (including a significant tree or stand of trees, a rock outcropping or a historic building)? YES NO (If "YES", provide a description)

21. Is work being done on applicant's property? YES NO (If "YES" attach site and grading plans)

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-4431 or TDD (916) 654-4331 or write to Records and Forms Management, 1126 N Street, MS-89, Sacramento, CA 95814.

City of Torrance

PERMIT NO. 710-NMC-0184

22. Will this proposed project require the disturbance of soil? YES NO
 If "YES", estimate the area within State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)
 estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)

23. Will this proposed project require dewatering? YES NO
 If "YES", estimate total gallons AND gallons/month _____ (gallons) AND _____ (gallons/month)
 SOURCE*: STORMWATER NON-STORMWATER
 (*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of this proposed project?
 Storm Drain System Combined Sewer / Storm System Storm Water Retention Basin
 Other(explain): _____

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees to that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with Caltrans rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnities, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnities. The Applicant, however, shall not be obligated to indemnify Indemnities for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

**DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Departments NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:
<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>**

25. NAME of APPLICANT or ORGANIZATION (Print or Type) E-MAIL ADDRESS
 City of Torrance CBilezerian@TorranceCA.gov

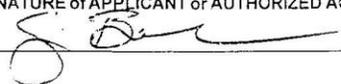
ADDRESS of APPLICANT or ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)
 20500 Madrona Avenue, Torrance, CA 90503

PHONE NUMBER FAX NUMBER
 310-618-3054 310-618-6902

26. NAME of AUTHORIZED AGENT / ENGINEER (Print or Type) IS LETTER OF AUTHORIZATION ATTACHED? E-MAIL ADDRESS
 YES NO

ADDRESS of AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)

PHONE NUMBER FAX NUMBER

27. SIGNATURE of APPLICANT or AUTHORIZED AGENT: 28. PRINT OR TYPE NAME 29. TITLE 30. DATE
 Craig Bilezerian Engineering Manager December 9, 2009

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| |
|--------------------------------|
| PERMIT NO. 710-NMC-0184 |
| WORK ORDER/REFERENCE NUMBER |

| FEE CALCULATION -- FOR CALTRANS USE | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------|-----------------------------|----------------|---------------------|
| <input type="checkbox"/> CASH | <input type="checkbox"/> CREDITCARD | NAME ON CARD _____ | PHONE NUMBER _____ | | |
| <input type="checkbox"/> CHECK | NUMBER _____ | NAME ON CHECK _____ | PHONE NUMBER _____ | | |
| <input checked="" type="checkbox"/> EXEMPT | <input type="checkbox"/> PROJECT EA _____ | <input type="checkbox"/> DEFERRED BILLING (Utility) | | | |
| CALCULATED BY | (1) A. Harris | (2) P. Shin | | | |
| REVIEW | 1. FEE / DEPOSIT | DATE | 2. FEE / DEPOSIT | DATE | TOTAL FEE / DEPOSIT |
| 1. 10 HOURS @ \$ 82 | \$ 820- | | \$ 9,594 | 5/20/11 | \$ _____ |
| 2. 17 HOURS @ \$ 82 | | | | | \$ _____ |
| INSPECTION | 1. FEE / DEPOSIT | DATE | 2. FEE / DEPOSIT | DATE | TOTAL FEE / DEPOSIT |
| 1. 20 HOURS @ \$ 82 | \$ 1,640- | | \$ 1,640 | | \$ _____ |
| 2. 20 HOURS @ \$ 82 | | | | | \$ _____ |
| FIELDWORK | | | | | |
| _____ HOURS @ \$ _____ | \$ _____ | | \$ _____ | | \$ _____ |
| EQUIPMENT & MATERIALS | DEPOSIT | DATE | DEPOSIT | DATE | DEPOSIT |
| | \$ _____ | | \$ _____ | | \$ _____ |
| CASH DEPOSIT IN LIEU OF BOND | \$ _____ | | \$ _____ | | \$ _____ |
| TOTAL COLLECTED | \$ 2,460- | | \$ 11,234- | | |
| CASHIER'S INITIALS | Exempt | | Exempt | | \$ _____ |
| * The current hourly rate is set annually by Headquarters Accounting. District Office staff do not have authority to modify this rate. | | | | | |
| PERFORMANCE BOND | <input type="checkbox"/> | DATE | | AMOUNT | \$ |
| PAYMENT BOND | <input type="checkbox"/> | DATE | | AMOUNT | \$ |
| LIABILITY INSURANCE REQUIRED? | | <input type="checkbox"/> YES | <input type="checkbox"/> NO | AMOUNT | \$ |

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1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.

Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 15'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
 20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
 21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
 22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
 1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
 23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
 24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
 26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
 27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
 28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects-or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

Permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

SPECIAL PROVISION "A"

(attached to all Permits) REV 05/11/05 (Page 1 of 2)

1. Should there be any discrepancy between the terms of this permit and the plans attached hereto, the State permit inspector will determine which shall prevail.
2. Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the permittee shall close the adjacent traffic lane unless otherwise provided in the permit:

| <u>Approach speed of public traffic (posted limit) km/h</u> | <u>Work Areas</u> |
|-----------------------------------------------------------------|------------------------------------|
| Over 45mph (70km/h) | Within 6' (1.8m) of a traffic lane |
| 45mph (70km/h) and Under | Within 3' (0.9m) of a traffic lane |

3. Any work authorized by this permit which requires traffic diversion and/or traffic interruption, including sidewalks and bike paths, shall be approved by the State permit inspector.
4. Unless noted in the permit or otherwise authorized by the State permit inspector, the normal working hours of permitted traffic control shall be limited to the hours of 0900 to 1500 Monday through Friday. Traveled way needs to be open for public traffic at all other times, including designated legal holidays and when construction is not actively in progress.

Designated legal holidays: January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, the fourth Thursday in November and December 25.

5. The permittee shall provide adequate protection of traffic in accordance with the current traffic control requirements of the Caltrans Standard Specifications Section 7-1.08 (Public Convenience), Section 7-1.09 (Public Safety) and Section 12 (Construction Area Traffic Control Devices).
6. Permittee shall be responsible for notifying their contractor and all subcontractors of the provisions of this permit. The permittee's contractors/subcontractors are required to have the signed original permit (and double permit when required) or a copy with all special provisions and permit plans, at the job-site, at all times while work is being conducted.
7. Caltrans is not a member or subscriber of USA (Underground Service Alert); Caltrans underground facilities are not located by USA. The permittee and/or permittee's contractor assumes the responsibility for the payment of all costs incurred by the State in repairing facilities damaged during construction. Requests for relocation of facilities for the permittee's convenience must be made in writing with the permittee assuming all costs.
8. All conflicting lane lines and pavement markings shall be removed by sandblasting, pellet blasting, grinding or air blasting as approved by the State permit inspector. Traffic tape may be used for the temporary delineation and covering of lane lines/pavement markings as approved by the State permit inspector.
9. A survey of the permittee's property may be required to verify compliance with approved plans at no cost to the State.

SPECIAL PROVISION "A"

REV 05/11/05 (Page 2 of 2)

10. Should work take place between October 15 and April 15, permittee shall obtain a long-range clear weather forecast before breaking into a main line storm drain. Constructions of facilities connecting into the mainline will be permitted only during a clear weather forecast that is acceptable to the State permit inspector. Once operations are initiated, the work shall be conducted in a continuous manner until completed.
11. Abandoned pipes shall be sealed at both ends with 8" (200mm) brick and mortar or 6" (150mm) thick concrete plug. When facilities are allowed to be abandoned in place, backfilling with sand or other measures may be required. This is mandatory for all conduits 12" (300mm) in diameter or larger.
12. In the event that all work is within the working area of a State highway construction project, no work shall be started until all arrangements have been made with the State contractor and State resident engineer, to avoid any and all conflict or delay to the State contractor.
13. Permittee shall fully conform to the requirements of the Caltrans statewide NPDES Storm Water Permit, Order No. 99-06-DWQ. NPDES No. CAS000003 was adopted by the State Water Resources Control Board on July 15, 1999. The permittee shall also conform to the requirements of the General NPDES Permit for Construction Activities and any subsequent General Permit in effect at the time of issuance of this encroachment permit. These permits regulate storm water and non-storm water discharges associated with year round construction or special event encroachment activities.
14. The permittee shall utilize best management practices (BMP's) that conform to the requirements of the most current edition of "Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practices to prevent the transport of pollutants and/or erosive soils to storm drains or to a body of water. The permittee shall be solely responsible to prepare, in accord with good management practices, a Storm Water Pollution Prevention Plan or Water Pollution Control Plan which will satisfy the Regional Water Quality Control Board if applicable. Permittee shall be responsible for reimbursement of fines levied against Caltrans due to permittee's failure to comply with the Regional Water Quality Control Board rules and regulations within the State's right of way.

Permittee shall provide and install erosion control measures as directed by the State permit inspector or Caltrans storm water coordinator. Permittee shall be responsible to mitigate for storm water siltation within or entering the State right of way as a result of the proposed construction. Erosion control measures may consist of (but not limited to) gravel bags, straw bales and silt fencing.

DEPARTMENT OF TRANSPORTATION - DISTRICT 7
SPECIAL PROVISION "B" CURB, GUTTER & SIDEWALK
7-96

This Special Provision "B" is to be used as minimum specifications for construction of curb, gutter, sidewalk and wheelchair ramps at the location shown on the permittee's approved plans.

I. SIDEWALK

1. Sidewalk shall be constructed with 275kg/m³ (5 sack/CY) portland cement concrete, 100mm (4") in depth, except at commercial driveways where 150mm (6") in depth is required. The back of sidewalk should be constructed at right of way line.

2. The base under the sidewalk shall be 100mm (4") of aggregate base, pea gravel or sand. The 100mm (4") base may be waived provided the native soil has a minimum sand equivalent value of 20 as determined by California Test Method 217F or as approved by the State permit inspector.

3. Prior to placing concrete for sidewalk, a borate chlorate soil sterilant containing not less than 25% sodium chlorate, shall be applied. The sterilant shall be applied at a rate such that not less than 1kg (2.5 pounds) of sodium chlorate is applied per 9m² (100SF) of area to be sterilized. Sterilant shall not be applied closer than 300mm (12") to plants.

4. The finished surface of sidewalk shall have a crossfall of 2% toward the curb. The surface of sidewalk shall be marked into rectangles of not less than 1m² (10SF) nor more than 2m² (20SF) with a scoring tool which will leave the edges rounded or scored to match adjoining sidewalk.

5. Section of existing sidewalk to be removed shall be sawcut on the nearest score marks beyond the limit of removal unless it is within 1.5m (5') of an expansion joint. This concrete shall be removed to the sawcut line or the expansion joint to the full depth and disposed of outside of the State right of way.

II. CURB & GUTTER

1. Unless otherwise authorized by the permit, curb and gutter shall be Caltrans standard A2-8 with 600mm (24") gutter. Curb and gutter shall be constructed with 275kg/m³ (5 sack/CY) portland cement concrete over a minimum of 150mm (6") of Class 2 aggregate base.

2. Concrete curbs and gutter shall be constructed to plan grade or in conformance with alignment and grade of existing curb and gutter.

3. Prior to removal of existing curb or construction of new curb, the permittee shall relocate surface obstructions (such as utility poles, trees, etc.) to locations a minimum of 0.6m (2') behind

proposed curb. Surface obstructions which are 15m (50') before the beginning of curb construction and 45m (150') beyond the end of the curb construction shall be relocated when deemed necessary, by the State Permit Inspector, for the safe movement of traffic.

4. Sections of existing concrete curb and gutter to be removed shall be removed to the nearest score mark or expansion joint if it is within 1.5m (5') beyond the limits of removal. Score marks shall be sawcut prior to removal of curb and gutter. The concrete shall be completely removed and disposed of outside of the State right of way.

5. A monolithic pour of sidewalk and curb & gutter shall not be permitted.

6. In the event that the permittee removes or damages a monolithic curb return or spandrel, the permittee shall remove and replace the entire curb return and spandrel.

III. WHEELCHAIR RAMPS

1. When wheelchair ramps are to be constructed or replaced, any electrical pull boxes within the limits of the new wheelchair ramp shall be relocated to an area outside of the wheelchair ramp, as directed by the State permit inspector.

2. When curb returns are to be constructed or replaced, wheelchair ramps shall be provided.

This Special Provision "C" is to be used as minimum specifications for excavating and backfilling within State right of way.

I. EXCAVATION WITHIN ROADWAY:

1. Pipes crossing the roadway shall normally be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically allowed by the permit. Service pipes will not be allowed inside of culverts used as drainage structures.

2. Permittee shall comply with all State and local safety codes relative to safety measures for protection of workers in trenches and excavations (State of California Administrative Code, Title 8).

3. All excavations shall be shored and/or tight sheeted in accordance with Cal OSHA requirements.

4. Work shall not be permitted in confined spaces until all possible hazardous gases and vapors have been purged. Workers shall be equipped with adequate blowers, safety harnesses, hard hats, ropes, ladders and any other equipment necessary. When working in confined spaces, Cal OSHA requirements shall be adhered to.

5. Service connections shall be installed perpendicular to the center line of the State highway.

6. When the permit authorizes installation by open-cut method, not more than one lane of the highway shall be open-cut at any one time unless otherwise approved by the State permit inspector. After the pipe is placed in the open section, the trench is to be backfilled and temporary repairs made or bridged in accordance with the specifications and this portion shall be opened to traffic before the pavement is cut for the next section.

Temporary asphalt pavement patches, a minimum of 75mm (3") thick, shall be placed and maintained in a smooth riding surface free of humps or depressions.

7. Hazardous pipeline potholing clause (petroleum distillates, gas, electricity, chlorine, etc.):

The permittee shall furnish Caltrans with the results of this exploration, having the location and grade shown to within 30mm (0.1') tied to State's datum, and certified by a licensed land surveyor or civil engineer, registered in the State of California.

8. Pavement (portland cement concrete and asphalt concrete) shall be sawcut to full depth by means of a concrete saw to provide a neat

and straight edge along both sides of the trench. An unfractured pavement joint and rigid bonding of pavement replacement shall also be provided.

All residue, caused by the sawcutting, should be vacuumed or removed by other method, as approved by the State permit inspector and disposed of outside of State right of way.

9. Where the edge of the trench is within 0.6m (2') of existing curb or gutter, the pavement between the trench and the curb or gutter shall be removed and replaced.

10. A minimum lateral clearance of 1.5m (5') shall be provided between the edge of excavation and adjacent traffic lanes. Where 1.5m (5') of clearance is not provided, the excavation shall be shored. In no case shall the clearance be less than 0.9m (3').

11. Banks of open-cut trenches shall be kept as nearly vertical as possible. Trenches shall not be more than 600mm (24") wider than the outside diameter of the pipe to be laid therein, plus the necessary width to accommodate shoring.

12. All open trenches within the traveled way shall be backfilled, compacted and temporary pavement placed before the end of the working day.

Shoring and properly placed and maintained steel plates may be substituted for backfilling when authorized by the State permit inspector. See page 6 of this special provision: Temporary Steel Plate Bridging.

13. Trenches shall not be excavated more than 90m (300') in advance of pipe laying and shall not be left open more than 60m (200') in the rear thereof.

14. Tree roots over 50mm (2") in diameter shall not be cut unless otherwise authorized and approved by the State permit inspector.

15. If it becomes impractical to protect all roots over 50mm (2") in diameter or more than 40% of all roots will be damaged, permittee or permittee's contractor shall make special arrangements with the State permit inspector to remove, relocate or replace subject trees.

16. Manholes and vaults shall not be constructed within 6m (20') of any parkway tree.

II. BACKFILL

1. Structural backfill within the existing or proposed roadbed area

DEPARTMENT OF TRANSPORTATION- DISTRICT 7
SPECIAL PROVISION "C" - EXCAVATION & BACKFILL

7-96

page 3

shall be compacted in horizontal layers not exceeding 200mm (8") in thickness using approved hand, pneumatic or mechanical type tampers to obtain a relative compaction of 95% using California Test Method 216F. Structural backfill outside of slope lines and not beneath the roadbed shall be compacted to a relative compaction of 90%. Backfill material shall have a sand equivalent value of not less than 20 as determined by California Test Method 217F, if the excavation falls within the existing or proposed roadbed. Consolidation by ponding and jetting will be permitted when, as determined by the inspector, the backfill is of such character that it will be self-draining when compacted, and the foundation materials will not be softened or be otherwise damaged by the applied water and no damage from hydrostatic pressure will result. Ponding and jetting of the upper 1.2m (4') below finished grade is prohibited. When ponding and jetting is permitted, material for use as structural backfill shall be placed and compacted in layers not exceeding 1.2m (4 ft) in thickness. Ponding and jetting methods shall be supplemented by the use of vibratory or other compaction equipment when necessary to obtain the required compaction.

2. Backfill material may consist of 83kg/m³ (1-1/2 sack/CY) sand-cement slurry. Accelerator (ie. calcium chloride) may be used when authorized by the State permit inspector. Slurry shall be vibrated in accordance with Section 40-107A of the Caltrans Standard Specifications as required by the State permit inspector.

3. Where it is necessary to tunnel under existing curb and gutter, sidewalk, or underground facilities, the void shall be backfilled and vibrated with sand-cement slurry.

4. By accepting this permit, the permittee agrees to pay all laboratory costs in connection with the necessary tests which may be required by the State permit inspector to determine the sand equivalent value of the backfill material or the trench backfill compaction. The frequency of such tests shall be at a minimum of one test per 450m (1500 ft) of continuous trench, or at locations determined by the State permit inspector, at elevations of not less than every 0.6m (2 ft) of backfill depth. A minimum of one test is required for each trench.

5. Prior to starting the trench backfill, the permittee shall make the necessary arrangements with a Caltrans certified materials testing laboratory to conduct the tests with certification from a civil engineer registered in the State of California.

III. PERMANENT PAVEMENT REPAIRS

1. Repairs to PCC pavement shall be made within 5 working days of completion of backfill and shall be made of Class 2 portland cement concrete containing a minimum of 350kg/m³ (5 sack/CY). Replacement of PCC pavement shall equal existing pavement thickness. The concrete shall

be satisfactorily cured and protected from disturbance for not less than 48 hours. High early strength concrete may be required at the discretion of the permit inspector.

2. Concrete sidewalks or curbs shall be cut to the nearest score marks and replaced equal in dimensions to that removed with score marks matching existing adjacent sidewalk or curb or as directed by the State permit inspector.

3. Repairs to AC pavements shall be made within 5 working days of completion of backfill and shall be made with Type B asphalt concrete meeting State specifications.

4. Replacement of the roadway structural section (pavement, base, subbase, etc.) shall be equal or better in all respects to the thickness and materials in the best portions of the existing structural section. Minimum thicknesses shall be 150mm (6") asphalt concrete on 200mm (8") base.

IV. REQUIRED MARKERS

Underground installations of pipes, cables, and conduits may be required to have surface markings showing the location of the underground facility. When markings are required, the permittee shall submit a marking plan for approval by the State permit inspector. Markings shall not interfere with vehicular traffic.

V. CATHODIC PROTECTION

The permittee shall perform stray current interference tests on underground utilities under cathodic protection. The permittee shall notify Caltrans prior to the tests and perform any necessary corrective measures recommended by Caltrans.

VI. HIGHWAY STRUCTURES

The permittee shall pay for any damage to highway structures caused by gas mains or other pipe lines carrying flammable. This includes, but is not limited to, explosion or fire resulting from such installations regardless of causation. If repairs are not feasible, complete replacement of structure may be necessary. The permittee will indemnify and hold the State harmless from any and all claims for injury to persons or damage to property resulting from such installation.

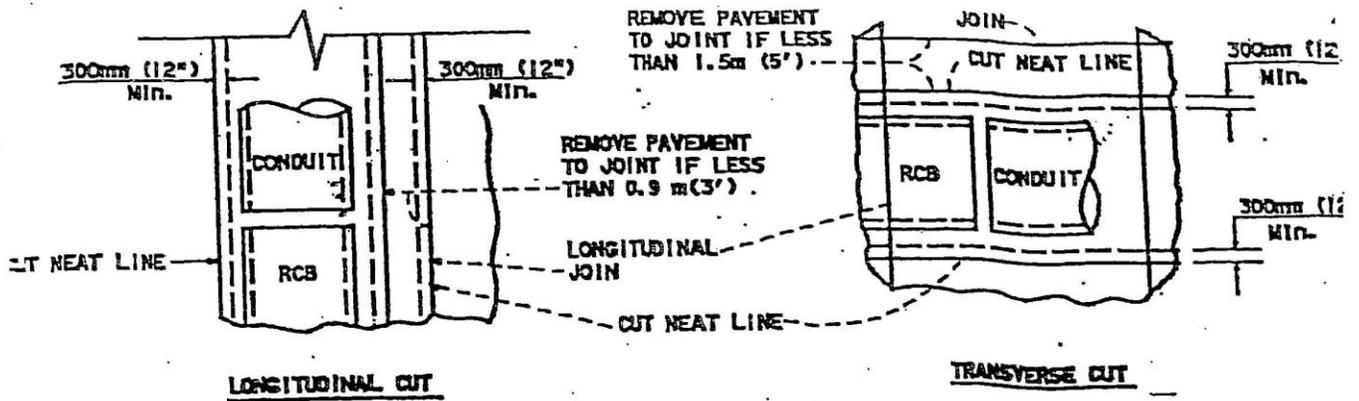
VII. TUNNELING

Except in effecting emergency repairs on utilities, no tunneling will be permitted. Major installations may be exempt as specifically set forth

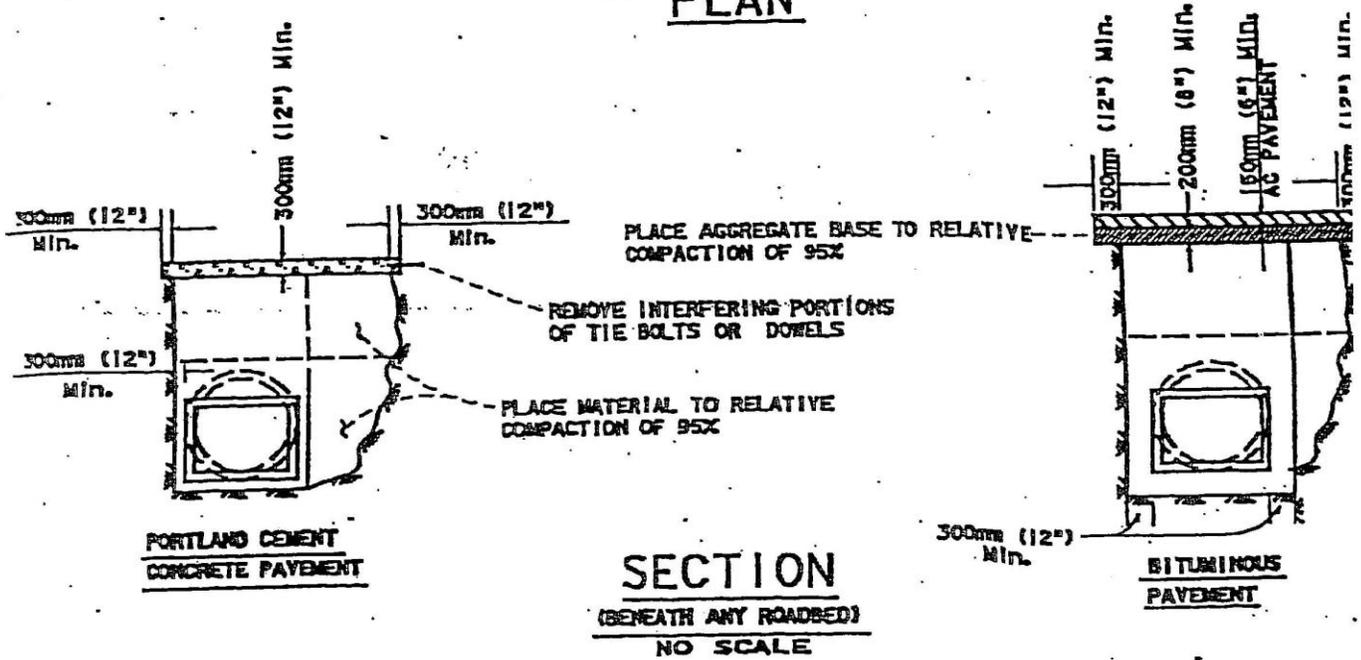
by the permit.

VIII. UNDERGROUND FACILITIES

All underground facilities shall be in accordance with the Caltrans "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". Unless otherwise authorized, pipes and conduits shall be installed in a manner to provide a minimum clearance of 1.1m (42") between the top of pipe and finished surface.



PLAN



IF SIDERALLS CAVE IN:

- FOR LONGITUDINAL CUT, EXCAVATE TO SURFACE AND 300mm (12") INTO UNDISTURBED MATERIAL, OR TO NEXT PAVEMENT JOINT IF WITHIN 0.9 m (3')
- FOR TRANSVERSE CUT, EXCAVATE TO SURFACE AND 300mm (12") INTO UNDISTURBED MATERIAL, OR TO NEXT PAVEMENT JOINT IF WITHIN 1.5m (5')
- IN BOTH CASES EXCAVATE CAVED-IN MATERIAL.

PAVEMENT REPLACEMENT:

- PAVEMENT SECTION SHALL BE REPLACED IN KIND EXCEPT P.C.C. PAVEMENT SURFACED WITH A.C. SHALL BE REPLACED WITH MINIMUM OF 150mm (6") ASPHALT CONCRETE.
- P.C.C. PAVEMENT OR A.C. PAVEMENT SHALL BE REPLACED WITH THE APPLICABLE STRUCTURAL SECTION SHOWN HEREON.

- A MINIMUM CLEARANCE OF 1.1m (42") SHALL BE PROVIDED BETWEEN THE INSTALLATION AND THE SURFACE OF THE PAVEMENT OR GROUND UNLESS OTHERWISE AUTHORIZED IN THE PERMIT.

PAVEMENT REMOVAL, EXCAVATION, BACKFILL
AND RESURFACING IN STATE HIGHWAYS

SPECIAL PROVISION "C"
REV. 7/86

TEMPORARY SHEET PLATE BRIDGING

This sheet shall be used as a minimum requirement when steel plates are allowed for use on State Highways. Steel plate bridging on freeways is not allowed.

METHOD 1

The pavement shall be cold planed to a depth equal to the thickness of the plate(s) and to a width and length equal to the dimensions of the plate. Tack welding of plates may be required.

METHOD 2

Steel plates that are allowed to set on top of the road surface may have the approach and ending plates secured to the roadway by 2 -25mm (1") dowels placed through predrilled corners of the plate or by 4-25mm (1") dowels placed at the edge of plate and set a minimum of 150mm (6") into the pavement. Intermediate plates are butted and tack welded to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5% with a minimum 300mm (12") 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 or concrete slurry.

1. Steel plate must extend a minimum of 300mm (12") beyond the edges of the trench, and shall be installed to operate with minimum noise and rocking by using adjustable cleats, shims, or other device.
2. The trench shall be adequately shored to support bridging the traffic loads.
3. The permittee shall place and maintain on the steel plate a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342.
4. The Permittee shall be responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.
5. Unless specifically noted in the permit provisions, steel plate bridging should not exceed 4 consecutive working days in any given week.
6. Steel plate bridging shall be steel designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual.
7. A Rough Road sign (W33); with black lettering on an orange background, may be used in advance of steel plate bridging.

8. Method 2 shall not be allowed for speeds more than 70km/hr(45mph).

The following table shows the minimum thickness of steel plate bridging required for a given trench width:

| Trench Width | Minimum Plate Thickness |
|--------------|-------------------------|
| 0.3m (1.0') | 13mm (1/2") |
| 0.45m (1.5') | 19mm (3/4") |
| 0.6m (2.0') | 22mm (7/8") |
| 0.9m (3.0') | 25mm (1") |
| 1.2m (4.0') | 32mm (1 1/4") |

For spans greater than 1.2m (4') a structural design shall be prepared by a registered civil engineer and approved by the State permit inspector.

DEPARTMENT OF TRANSPORTATION - DISTRICT 7
SPECIAL PROVISION "G" - LANDSCAPE ON STATE CONVENTIONAL HIGHWAYS
7/96

This Special Provision "G" is to be used as minimum specifications for landscape work on State conventional highways.

I. Planting and Maintenance Cost

The permittee shall install all landscape work and maintain the plants and irrigation systems at no cost to the State.

II. General Requirements for Landscape Work

A. Plants shall be located so as not to restrict the motorist's clear vision of any highway signs and signals.

B. Single-stem trees, such as palms, cedars, pines and other trees that do not lend to top trimming are not permitted under utility wires.

C. Floodlights or lighting directed at trees or plants located within the State right of way are not allowed.

D. When the type of tree requires support or protection, the tree shall be staked by using one or more 50mmx50mmx2.4m (2"x2"x8') redwood stakes, driven into the ground 0.8m (2.5') and such tree to be securely tied to the stakes in not less than two places.

E. Sprinkler System

1. Irrigation lines under continuous pressure are not allowed on the right of way for irrigation.

2. All sprinkler heads shall be set to distribute water from the curb toward the right of way line.

3. Sprinklers shall be set to prevent water from spraying onto the traveled way or the sidewalk at any time.

4. Sprinkling systems shall not be allowed unless there is a proper facility for effective removal of excess water.

5. Irrigation lines beneath the roadway shall be installed in conduit.

6. An automatic rain shut-off device shall be installed on irrigation controller operating on 24 to 30 VAC.

F. Tree Wells

Individual tree planting in areas paved or to be paved between curb and property line are termed "tree well". The following are further conditions for such installations:

1. Tree wells shall be a minimum of 1mx1m (3'x3') square. The street side of such tree well should be parallel with the curb. Allow for 1.2mx1.2m (4'x4') tree well where possible.

2. Tree wells shall be located a minimum of 0.6m (2') from the face of the curb. The 0.6m (2') area is reserved for access to parked cars.

3. Tree wells shall be located a minimum of 1.5m (5') from the right of way line. The 1.5m (5') area is reserved for present or future pedestrian traffic.

4. Tree wells shall be provided with deep root barriers and two lengths of 100mm (4") diameter perforated PVC pipes installed vertically in opposite corners of each tree well. The pipe shall be filled with crushed rock.

5. Any concrete porous material or a metal grate cover or any other approved method shall be placed around the tree to cover the tree well area, at grade with the surrounding sidewalk.

6. Tree shall be planted in the center of tree well.

III. Plants in Containers

Special provisions mentioned above shall be enforced when applicable as directed by the State inspector.

A. Plant containers are only permitted when:

1. The speed zone is 55km/h (35mph) or less.
2. There is curb or other barrier between the traveled way and the container.
3. The container does not reduce sight distance.

B. Square or circular plant containers shall be made of wood, metal or concrete. Containers in the same general area shall be of the same size and material.

C. The size of plant containers shall not exceed the available space between a point 0.6m (2') back of curb facing and a point 1.5m (5') in front of the right of way line. In most cases, the dimensions of the containers should not exceed 1.2m x 1.2m (4'x4') for a square container or a diameter of 1.2m (4') for circular containers.

D. Plant containers shall be secured to the sidewalk in a manner to prevent overturning or shifting from the designated location, thus creating a hazard to pedestrian or vehicular traffic. The permittee shall be responsible for temporary relocation, as necessary, to install, repair or replace underground facilities.

E. Proper maintenance of both the plant and the container will be a requirement of the permit.

F. Container in which trees or shrubs have been planted are not to be used for any advertising display.

IV. LANDSCAPE -- SET BACKS

| SPEED ZONE REQUIREMENTS | | | | | OTHER REQUIREMENTS |
|--------------------------------|----------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | CURBED | | NO CURB | | |
| | 55km/h (35mph) or less | 55km/h (35mph) or more | 55km/h (35mph) or less | 55km/h (35mph) or more | |
| R/W | | | | | 1. 15m (50') from the ends of the median strip |
| LARGE TREES | 0.9m (3') from curb | 0.9m (3') | 4.5m (15') | 9m (30') | 2. 6m (20') from manholes 3. 30m (100') to the nearest intersecting line |
| SMALL TREES | .9m (3') from curb | .9m (3') from curb | 4.5m (15') | 4.5m (15') | 4. Spreading trees planted a minimum of 9m (30') on center 5. 3m (10') from any driveway, utility pole, fire plug or highway sign 6. 1.2m (4') from any walkway between curb and building entrance |
| TREE WELLS AT BACK OF SIDEWALK | 2.3m (7.5') from curb | | Not Applicable | | 1. 15m (50') to the nearest intersecting R/W line 2. 6m (20') from any driveway or intersecting private road |
| SHRUBS | Sufficient distance so that mature vegetation will not grow closer than 2.4m (8') from the traveled way. | | | | 1. Planting beds shall not be longer than 15m (75') in length with a 1.5m (5') interval between beds to allow pedestrian traffic from the curb to the sidewalk. 2. 15m (50') to an intersecting street. 3. Shrubs that naturally grow over 0.9m (3') high shall not be allowed within 0.8m (25') of any driveway or intersecting private road. |

IV. LANDSCAPE -- SET BACKS (continued)

| SPEED ZONE REQUIREMENTS | | | | OTHER REQUIREMENTS |
|------------------------------|------------------------------|------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CURBED | | NO CURB | | |
| 55km/h (35mph) or less | 55km/h (35mph) or more | 55km/h (35mph) or less | 55km/h (35mph) or less | 1. Where no sidewalk exists, lawn may be planted under permit between the curb and State R/W, provided it be maintained in a manner for safe |
| pedestrian traffic. | | | | 2. Low growing ground cover such as ivy, ice plant and flowers may be |
| planted between the | | | | curb and State R/W, provided that the planting is kept 0.6m (2') back for access to parked cars and 1.5m (5') back from State R/W for use as sidewalk area. |
| GROUND COVER | Determined on a project | 3m (10') | 3m (10') | 3. Where ground cover other than lawn is desired, the planting areas shall not be longer than 15m (50') |
| without leaving at least | | | | a 1.5m (5') unplanted walkway between curb and sidewalk and for pedestrian crossing. |
| OTHER REQUIREMENTS | | | | 4. No decorative stone gravel or other loose material is allowed for ground cover. |
| | | | | MUST BE CURBED |

NOTE:

1. LARGE TREES - Plants which at maturity or within 10 years have a trunk 100mm (4") or greater measured 1.2m (4') feet above the ground.
2. SMALL TREES - Any tree which is not classified as a large tree.
3. Setbacks measured from the edge of the traveled way unless otherwise specified.
4. Setbacks are minimum distance.

DEPARTMENT OF TRANSPORTATION- DISTRICT 7
SPECIAL PROVISION "H" - SIGNALS
7/96

This special provision "H" is to be used as minimum specifications to install, repair and/or maintain Caltrans signals and/or signal appurtenances.

The following items are electrical requirements of the permit:

1. Traffic signal work shall be done in accordance with the State of California Standard Specifications.
2. The permittee shall pay for any temporary wiring or service connections required to keep the existing traffic signal systems in effective operation during modifications.
3. Existing traffic signal systems on State highways shall be kept in normal operation for the benefit of the traveling public during progress of the work. If the traffic signal system shutdown is necessary, shutdown hours shall be limited to short periods between 9:00 AM and 3:00 PM, as directed by the State permit electrical inspector. No shutdowns will be allowed on Fridays or the day before a legal holiday.
4. On all permit work involving installation or revision of the State's lighting, signal or electrical facilities, permittee shall notify the State permit electrical inspector at (213) 620-2030, at least (3) three working days in advance of his intention to begin work.
5. Field wiring shall be as directed by the State permit electrical inspector.
6. The curb and/or berm or any other item of protection on the traffic side of any signal and/or street light facilities shall remain in place until after the facilities have been relocated.
7. The signal and/or street lighting facilities shall be relocated prior to starting the road work in the area.
8. Any turn-on of new signals or the shutdown of existing electrical facilities must be cleared and approved at least (3) three working days in advance with the State permit electrical inspector. No turn-ons will be allowed on Fridays or the day before a legal holiday.
9. In the event of conflict with the existing traffic signal and/or lighting systems, where no electrical work is authorized in the permit, call the State permit electrical inspector at (213) 620-2030.
10. If it is necessary to disturb the traffic signal equipment or if any damage to the equipment is incurred, all work or repairs shall be expeditiously pursued and will be the responsibility of the permittee at no cost to the State.

DEPARTMENT OF TRANSPORTATION- DISTRICT 7
SPECIAL PROVISION "H" - SIGNALS

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11. All repairs shall be made within ten (10) working days after incurring the damage. All damage causing an immediate danger to the public health and safety shall be repaired immediately.

12. Electrical pull boxes shall be plastic lined No. 5 or larger.

13. All installations of controller cabinets shall provide a minimum of two (2) 75mm (3") diameter conduits, placed through the controller foundations and extending into the nearest No.6 pull box.

14. Interconnect cable shall not be spliced.

15. The face of poles shall not be placed closer than 0.6m (2') from any curb face (this includes street light poles).

16. Modification of the existing traffic signal system which involves replacement of poles and/or mast arms, shall also include new signal heads and pedestrian heads.

17. All standards (poles, mast arms, luminaries, signal heads, etc.) near or in a proximity of any high-voltage lines shall meet CAL/OSHA'S Electrical Safety Orders (High Voltage) Article 86, Table 2 - California Administrative Code, Title 8, Chapter 4, Subchapter 5, Electrical Safety Orders- Rules for Overhead Electrical Line Construction. (Section 86-1.02- Regulations and Code, of the Standard Specifications.)

18. All traffic loop detector installations should have a minimum depth of 90mm (3.5") for existing pavement and 125mm (5") for new pavement. Type II wire with hot-melt rubber sealant shall be used. Type E- 1.8m (6') diameter loops shall be used.

19. All conduits shall be installed at 750mm (30") below the traveled way area and 450mm (18") beneath sidewalk grade.

20. All materials (poles, signal heads, safety lights) shall have Manufacturer's Certificate of Compliance conforming to State Standard Specification.

21. When curb returns are to be constructed or replaced, wheelchair ramps shall be provided.

22. Any electrical pull boxes within the limits of the new or reconstructed wheelchair ramp shall be relocated to an area outside of the wheelchair ramp, as directed by State permit inspector.

The following standard plans may be referenced and are available at www.dot.ca.gov:

- Standard Plan T-10, Lane Closure on Freeways and Expressways
- Standard Plan T-10A, Lane and Complete Closures on Freeways and Expressways
- Standard Plan T-11, Lane Closure on Multilane Conventional Highways
- Standard Plan T-12, Lane Closure on Multilane Conventional Highways (closing of half roadway).
- Standard Plan T-13, Lane Closure on Two Lane Conventional Highways
- Standard Plan T-14, Ramp Closure
- Standard Traffic Handling Plans for Ramp Closures and Detour signs, (Sheets 1 & 2).

This Special Provision "Q" is to be used as minimum specifications for maintaining traffic and lane/ramp closures.

I. MAINTAINING TRAFFIC

1. It is the Permittee's responsibility to provide for the safety of traffic and the public during operations associated with this permit.
2. All public traffic shall be permitted to pass through the construction zone with as little inconvenience and delay as possible.
3. No traffic control shall be allowed during rainy, foggy or inclement weather.
4. A California licensed contractor, possessing a valid Class A (General Engineering Contractor) or Class C-31 (Construction Zone Traffic Control Contractor) license, shall perform all traffic control.
5. Contractors operations shall be conducted in such a manner as to cause a little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, and buildings along the line of work shall be maintained.
6. Permittee shall use traffic-handling equipment and devices in accordance with Section 12, "Construction Area Traffic Control Devices," of the State of California Standard Specifications. These specifications are applicable to flagging, signs, and all other traffic control devices furnished, maintained, and removed.
7. Signs, lights, flags and other warning devices and their use shall conform to the requirements set forth in the current California Manual on Uniform Traffic Control Devices (MUTCD).
8. Permittee shall obtain a closure number from the State permit inspector and notify Caltrans District Communication Center by telephone at (213) 897-0383 immediately prior to installation on a lane/ramp closure. Inform Caltrans' dispatcher the "10-97 closure number _____" before closure installation, and the "10-98 closure number _____" after closure has been removed with lane/ramp opened to traffic. Permittee shall also provide the Caltrans' dispatcher with an on-site phone number where information regarding this permit may be readily obtained during the closure period.
9. Flaggers shall perform their duties and be provided with the necessary equipment in accordance with the current "Instructions to flaggers" of the Department of Transportation and as provided in the permit.

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10. Existing traffic signals and highway lighting shall be kept in operation during progress of the work.
11. Flashing beacons are required for all night lane closures.
12. At least one person shall be assigned to provide full time maintenance of traffic control devices, unless otherwise directed by State Permit Inspector.
13. All lane closures on multilane highways shall be made using approved flashing arrow signs. The State permit inspector shall close down any project found to have such a lane closure without the required flashing arrow signs.
14. Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.
15. If portable changeable message sign (CMS) is required by the permit, then the CMS shall be furnished, placed, operated, and maintained at the location specified in the permit or as directed by the State permit inspector in conformance with the State of California Standard Specifications, Section 12.

II. TEMPORARY PAVEMENT DELINEATION

1. ~~Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line and/or centerline pavement delineation shall be provided at all times for roadway open to public traffic.~~
2. The permittee shall perform all work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superbanded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.
3. The minimum lane line and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 24' (7.3m). The temporary pavement markers shall be the same color as the pavement markers replaced.
4. Temporary pavement markers shall be, at the option of the permittee, either temporary pavement markers for short term day/night use (14 days or less) or long term day/night use (6 months or less).

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5. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer; epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.
6. If the permanent pavement delineation is not placed within 14 days, the permittee shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the State permit inspector.
7. Temporary pavement delineation for edgelines shall, at the option of the permittee, consist of either a solid 4" (100-mm) wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or traffic cones or portable delineators placed at longitudinal intervals not to exceed 50' (15 m). The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the State permit inspector. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the permittee shall provide personnel to remain at the project site to maintain the cones or delineators.
8. Temporary pavement delineation including pavement markers, removable traffic tape, and underlying adhesives which are applied to the final layer of surfacing or existing pavement to remain in place or which conflict with a subsequent or new traffic pattern shall be removed when no longer required for the direction of public traffic as determined by the State permit inspector.

III. TEMPORARY RAILING & CRASH CUSHION

The placing of temporary railing (Type K) and temporary crash cushion shall conform to the requirements of State of California Standard Specifications Section 12-3.08 "Temporary Railing". Temporary railing (Type K) and crash cushion placements shall conform to the details shown on State of California Standard Plans T2 and T3.

1. **GENERAL:** The Permittee shall comply with the following Special Provisions and the direction of the State Representative:
2. **NPDES REQUIREMENTS:** The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans NPDES Permit requirements. For additional information, visit the State Water Resources Control Boards Stormwater Website at <http://www.swrcb.ca.gov/stormwtr/index.html>
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee shall be responsible for preventing all dirt, trash, debris, and other construction waste from entering storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** The Permittee shall vacuum or sweep any saw-cut spoils, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.
5. **SWEEPING:** Roadways and other paved areas shall be swept daily. Roadways or work areas shall not be washed down with water.
6. **VEHICLES AND EQUIPMENT:** Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site.
9. **DIESEL FUELS:** The use of diesel fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.
11. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.
12. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. No such protection measures shall cause an obstruction to the traveling public.
13. **PAINT:** Rinsing of painting equipment and materials is not permitted in state right-of-way. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.
14. **CONSTRUCTION MATERIALS:** All construction materials, including concrete, grout, cement containing premixes, and mortar, shall be stored under cover and separated away from drainage areas. Stored materials shall not reach a storm drain.
15. **CONCRETE EQUIPMENT:** Concrete equipment shall be washed in a designated washing area that prevents effluent from discharging to drainage conveyances.
16. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Disturbance to existing vegetation shall be minimized whenever possible. Damaged or removed vegetation shall be replaced as directed by the State Representative.
17. **SOIL DISTURBANCE:** Soil disturbing activities shall be avoided during the rainy season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented.
18. **SLOPE STABILIZATION AND SEDIMENT CONTROL:** In cases where slopes are disturbed during construction, soil shall be secured with soil stabilization and sediment control measures. Fiber rolls or silt fences may be required downslope until permanent soil stabilization is established.
19. **STOCKPILES:** Sand, dirt, and similar materials shall be stored at least 50 feet from drainage features and shall be covered and protected with a temporary perimeter sediment barrier.
20. **DISCOVERY OF CONTAMINATION:** The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
21. **DEWATERING:** All dewatering operations shall comply with the latest Caltrans guidelines. Any effluent discharged into any storm water system requires approval from the Regional Water Quality Control Board. The Permittee shall provide the State Representative with a copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board.