

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

**PARKING LOT RESURFACING AT THE  
TORRANCE POLICE DEPARTMENT**

**B2010-04**



**Elizabeth Overstreet  
Acting City Engineer**

**April 2010**

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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, May 6, 2010**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF  
PARKING LOT RESURFACING AT THE  
TORRANCE POLICE DEPARTMENT  
B2010-04**

A MANDATORY pre-bid meeting/job walk will be held on Wednesday, April 21, 2010 at 10:00 a.m. Attendees shall meet City staff in the parking lot located at the southwest corner of Civic Center Dr. and Maple Avenue (see Appendix II). The group will meet at the north end of the parking lot along Civic Center Dr. and be escorted into the Torrance Police Department facility.

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/20069.htm>

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

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

The full-size 24" x 36" plan and a bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$10 if picked up at City Hall, or payment of \$15 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$15 includes a copy of the official form of Proposal.

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

**CITY OF TORRANCE  
OFFICE OF THE CITY CLERK  
3031 TORRANCE BLVD  
TORRANCE, CA 90503  
ATTN: B2010-04**

The Engineer's estimate for work shown in Bid Schedules "A" and "B" is between \$175,000 and \$195,000. The Engineer's estimate for work shown in Bid Schedule "A-1" is between \$165,000 and \$180,000. All work shall be completed within twenty (20) working days from the date of the Notice to Proceed (NTP).

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

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

The City has determined that a Class **A, C-12 or C-32** Contractor's license is necessary to bid this project, but reserves the right to accept another Class at the sole discretion of either the Public Works Director or Engineer.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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

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

**SECTION B**

**INSTRUCTIONS TO BIDDERS**

## CITY OF TORRANCE, CALIFORNIA

### INSTRUCTIONS TO BIDDERS

#### A. QUALIFICATION OF BIDDERS

##### 1. Competency of Bidders

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

##### 2. Contractor's License

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

#### B. BIDDER RESPONSIBILITY

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

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

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

#### C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda to the Contract Documents during the period of advertising for any reason. 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 (at pre-bid meeting only), carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required EIGHT (8) Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda 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.**

4. Disadvantaged Business Enterprise (DBE) Requirements

This project has no DBE requirements.

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which 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 awardee shall execute the following eight (8) documents:

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

I. APPRENTICESHIP EMPLOYMENT STANDARDS

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

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

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

K. INSURANCE

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

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit its question(s) in writing to the Torrance Public Works Department. Any and all questions must be emailed to Mr. Craig Bilezerian, Engineering Manager at [cbilezerian@torranceCA.gov](mailto:cbilezerian@torranceCA.gov). Please list "**Torrance Police Parking Lot RFI – (*question topic*)**" in the subject line of the email.

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

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

## BIDDER'S PROPOSAL

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

Total Bid (A + B): \_\_\_\_\_

### PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF PARKING LOT RESURFACING AT THE TORRANCE POLICE DEPARTMENT B2010-04

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

Members of the Council:

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

### BID SCHEDULE

SCHEDULE "A" (PARKING LOT AREAS 1 & 2)					
Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION AND DEMOBILIZATION	\$	\$
2	98,000	SF	1-INCH DEEP COLD MILL OF EXISTING 3-INCH THICK AC PAVEMENT SURFACE  (BY PROVIDING THE AMOUNTS FOR "UNIT PRICE" AND "TOTAL BID" FOR THIS BID ITEM, BIDDER ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THE REQUIREMENTS IN APPENDIX V WHEN PREPARING THE COST FOR THIS ITEM)	\$	\$
3	9,000	SF	"DIGOUTS": REMOVE EXISTING 2" THICK AC AND UNCLASSIFIED MATERIALS TO DEPT OF 6" BELOW COLD MILLED ELEVATION. COMPACT SUBGRADE TO 90% RELATIVE COMPACTION. INSTALL 4" THICK CRUSHED MISCELLANEOUS BASE (CMB) TO 95% COMPACTION AND CONSTRUCT 2" THICK AC (B-PG-64-10) BASE PAVEMENT	\$	\$
4	760	TON	CONSTRUCT 0.10-FOOT THICK ASPHALT CONCRETE OVERLAY (TYPE III-C3-PG-64-10)  (REFER TO APPENDIX V WHEN PREPARING THE COST FOR THIS ITEM)	\$	\$
5	1	LS	INSTALL PAVEMENT AND PARKING STALL STRIPING, MARKINGS, AND LEGENDS	\$	\$

The items below may, individually or collectively, be included in the contract awarded for this project, if funds are available. The amount listed for each is an estimated allowance and is not necessarily the amount that would be paid to the Contractor. The amount to be paid to the Contractor shall be the actual cost plus markup and based on either a negotiated fee or force account work. The Contractor shall be solely responsible for any fee charged to re-inspect rejected or incomplete work.

<b>SCHEDULE "B" (PARKING LOT AREA 3)</b>					
<b>Item No.</b>	<b>Approx. Qty</b>	<b>Unit of Measure</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total Bid</b>
6	1	ALW	REMOVE AND RE-INSTALL PAVEMENT AND PARKING STALL STRIPING, MARKINGS, AND LEGENDS	\$5,000	\$5,000
7	1	ALW	DIGOUTS: REMOVE EXISTING 3" THICK AC AND UNCLASSIFIED MATERIALS TO DEPT OF 6" BELOW PAVEMENT ELEVATION. COMPACT SUBGRADE TO 90% RELATIVE COMPACTION, INSTALL 3" THICK CRUSHED MISCELLANEOUS BASE (CMB) TO 95% COMPACTION, CONSTRUCT 2" THICK AC (B-PG-64-10) BASE PAVEMENT	\$5,000	\$5,000
8	1	ALW	TYPE II SLURRY SEAL WITH 2.5% LATEX ADDITIVE	\$6,000	\$6,000
9	1	ALW	CORNER PLANTER MODIFICATIONS: EXCAVATE UNCLASSIFIED MATERIALS TO DEPTH OF 7-INCHES BELOW GRADE OF EXISTING TOP OF CURB; COMPACT EXISTING SUBGRADE TO 90% COMPACTION; INSTALL 4 INCHES OF C.M.B. AND COMPACT TO 95% COMPACTION; POUR 3.5 INCH SIDEWALK.	\$7,000	\$7,000
10	1	ALW	CONSTRUCT 4-INCH THICK 9' X 12' CONCRETE SLAB ON 4 INCHES OF C.M.B IN S/W CORNER OF AREA C.	\$5,000	\$5,000

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

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

**TOTAL BID PRICES SHOWN ABOVE SHALL INCLUDE THE AMOUNTS LISTED FOR ITEMS 1 THROUGH 10 (Schedules A and B).**

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

**ALTERNATE BID ITEM**

Note:

The City may choose to use thermoplastic paint as a substitute pavement marking material instead of the specified non-thermoplastic paint for Bid Item #5. The bidder's lump sum bid price for Bid Item #5 using thermoplastic paint is \$\_\_\_\_\_

*(Figures)*

\_\_\_\_\_ lump sum.

*(Words)*

Bid Schedule "A-1" below is provided so the City may obtain pricing for an alternative rehabilitation method. If funds are available, the City may choose to award the contract for this alternative method, instead of the method shown in Bid Schedule "A". If so, the lowest, responsible bidder would then be based on the total amount shown for Bid Schedule "A-1".

<b>SCHEDULE "A-1" (PARKING LOT AREAS 1 &amp; 2)</b>					
<b>Item No.</b>	<b>Approx. Qty</b>	<b>Unit of Measure</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total Bid</b>
1	1	LS	MOBILIZATION AND DEMOBILIZATION	\$	\$
2	98,000	SF	REMOVE EXISTING 3-INCH THICK AC PAVEMENT SURFACE AND RECOMPACT EXISTING BASE OR SUBGRADE TO 95% RELATIVE COMPACTION	\$	\$
4	1,900	TON	CONSTRUCT 3-INCH THICK ASPHALT CONCRETE PAVEMENT OVERLAY (TYPE III-C3-PG-64-10)	\$	\$
5	1	LS	INSTALL PAVEMENT AND PARKING STALL STRIPING, MARKINGS, AND LEGENDS	\$	\$

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

**TOTAL BID PRICE \$** \_\_\_\_\_  
(Words)\*

**B2010-04**

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 – B2010-04**

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 \_\_\_\_\_

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

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

\_\_\_\_\_  
Date



**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

**B2010-04**

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%)**

**B2010-04**

**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. B2010-04, said work being: the **PARKING LOT RESURFACING AT THE TORRANCE POLICE DEPARTMENT**, and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-Fact

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**LIST OF SUBCONTRACTORS  
B2010-04**

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)**  
**B2010-04**

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

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

**REFERENCES (PAGE 2 OF 2)**  
**B2010-04**

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

Work Description & Contract Amount	Agency	Date Completed

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

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

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

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

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

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

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

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

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS  
B2010-04**

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

Yes/No: \_\_\_\_\_ Federal/State: \_\_\_\_\_

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

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Have the penalties been paid? Yes/No: \_\_\_\_\_

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

Yes/No: \_\_\_\_\_ Code/Laws: \_\_\_\_\_ Section/Article: \_\_\_\_\_

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

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**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

### KNOW ALL MEN BY THESE PRESENTS:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, **that:** WHEREAS, **said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the Construction of PARKING LOT RESURFACING AT THE TORRANCE POLICE DEPARTMENT, B2010-04;** all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

**PERFORMANCE BOND (CONTINUED)**

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

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

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the Construction of **PARKING LOT RESURFACING AT THE TORRANCE POLICE DEPARTMENT, B2010-04** all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

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

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

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## PUBLIC WORKS AGREEMENT

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

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct **PARKING LOT RESURFACING AT THE TORRANCE POLICE DEPARTMENT**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **PARKING LOT RESURFACING AT THE TORRANCE POLICE DEPARTMENT**, Notice Inviting Bids No. B2010-04 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year 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 and/or General Services Director are 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 Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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 ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
  - D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
  - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
  - F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**18. SUFFICIENCY OF INSURERS**

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

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with

any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

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

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

CONTRACTOR:

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

CITY:

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

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

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

**22. INTEGRATION; AMENDMENT**

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

**23. INTERPRETATION**

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

**24. SEVERABILITY**

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

**25. TIME OF ESSENCE**

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

**26. GOVERNING LAW; JURISDICTION**

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

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

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

**28. WAIVER OF BREACH**

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

**29. ATTORNEY'S FEES**

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

**30. EXHIBITS**

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

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

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

CITY OF TORRANCE,  
a Municipal Corporation

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Frank Scotto, Mayor

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

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_  
(Name)  
Deputy City Attorney

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
PARKING LOT RESURFACING AT THE TORRANCE POLICE DEPARTMENT  
B2010-04**

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

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

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

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

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

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

## WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

\_\_\_\_\_  
CONTRACTOR

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

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

## **SECTION E**

### **SPECIAL PROVISIONS**

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

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## **PART 1 - GENERAL PROVISIONS**

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

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

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

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

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

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

### **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 Plan of Torrance Police facility and Parking area

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

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

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

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

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

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

With reference to the Plan/Drawing, the order of precedence is as follows:

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

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

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

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

### **2-5.3 Submittals**

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

Submittals are required for the following

- 1) Asphalt Concrete mix design (TYPES III-C3-PG-64-10; Type III-C3-PG-64-10 RAP, C2-PG-64-10 and B-PG-64-10)
- 2) Paint materials data for pavement striping and markings
- 3) Source location and certificates from suppliers for C.M.B.

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

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

The Work generally consists of cold-milling up to 1 inch of the existing asphalt concrete pavement surface (ranging from 2 to 3-1/4 inches thick) ; localized pavement repair; installation of 0.1-foot thick asphalt pavement surface course, removal and reinstallation of concrete wheel stops, and re-painting the parking stalls and pavement markings.

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

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

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

The Work is subject to inspection and approval by the Engineer. The 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 would like to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the Engineer for the required inspection service. In some cases, the City may charge a Special Inspection Fee which will be charged at the following rates:

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

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

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

**2-11.2 Final Inspection/Testing and other City Expenses.**

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

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

- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not immediately respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct City staff to perform the work. For each occurrence, the City will charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by the City for administration, labor, equipment and materials. The standard rates for City staff are available upon request from the Public Works Department.
- (c) For each sign, drum, delineator, cone, barricade, warning device, or other type of required traffic control device that is not provided by the Contractor when required by the Engineer, the Engineer may deduct \$75 per day for each missing device from a Progress Payment. The Engineer, a City designate, or Public Works Inspector will inform the Contractor. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.

## **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](http://www.dot.ca.gov/hq/eqsc/inforesources.htm), which is in effect on the date upon which the work is accomplished, and that hereby is made a part of the Contract, regardless of ownership or

any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of such rental rate.

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

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

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

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

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

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

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

**3-4 CHANGED CONDITIONS.**

Add the following:

This subsection does not apply to utilities.

## **SECTION 4 – CONTROL OF MATERIALS**

### **4-1 MATERIAL AND WORKMANSHIP.**

#### **4-1.1 General.**

Add the following paragraph after the second paragraph:

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

#### **4-1.2 Protection of Work and Materials.**

Add the following:

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

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

## **SECTION 5 – UTILITIES**

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

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

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

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

Substitute the following for the last paragraph:

Prior to starting construction, the Contractor shall be responsible to determine the location and depth of all utilities which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor also shall determine the location and

depth of each service connection, whether or not marked. Full compensation for such work shall be considered as included in the prices bid for other items or work. If a utility which was marked or a service connection is found to interfere with the work after construction has commenced, the Contractor shall be solely responsible for all costs of any delay and for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

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

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

Sewers, including lateral repairs, shall be constructed of Vitrified Clay Pipe, unless otherwise approved in writing by the Engineer.

Add the following after the final paragraph:

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

**5-2.1 Noninterfering Utilities**

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

**5-2.2 Abandoned Utilities**

Abandoned utilities are those portions of any utility which are no longer needed or desired by the owner and whose destruction is consented to by the owner and/or is permitted. 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.

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

Substitute the following for the last paragraph:

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

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

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

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

#### **5-5 DELAYS.**

Substitute the following:

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

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

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

**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.** Replace the entire subsection with the following:

**6-1.1 General.** Within five (5) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

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

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

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

- 1) The schedule shall be prepared using the latest version of Primavera, Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6, and the following:
  - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.
  - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Required submittals, working and shop drawings shall be included as activities.
- 4) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 5) Work to be performed by subcontractors shall be identified and shown as work activities.
- 6) Start and completion dates of each activity shall be illustrated.
- 7) 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 City, delivery companies, emergency vehicles, and the general public doing business with the Police Department, and shall conform to the following:

1. The contractor may complete the repairs in Areas 1 and 2 (See Appendix II) as one operation. All pavement milling (either the 1-inch or 3-inch milling) must be completed in one day. Localized repairs (for the 1-inch milling method) shall be completed prior to the start of overlay paving. All overlay paving (either the 0.1 foot overlay or the 3 inch overlay) must be installed in one day. (Refer to Schedule "A" and Schedule "A-1".) During the work, the contractor is allowed to restrict access to the parking lot, unless the Engineer, police activities and/or police operations require access be allowed. **The contractor must complete all cold milling, localized repairs and overlay work for Areas 1 and 2 within four (4) consecutive days.**
2. The Contractor shall layout (cat-track) the pavement markings for at least one Area (either 1 or 2) on the same day of the installation of the pavement overlay. The Contractor shall layout (cat-track) the pavement markings for the remaining Area on the following day. Contractor shall install all permanent pavement markings only after the Engineer approves the layout of all cat-tracking markings.
3. Pavement removal - All pavement as a result of cold milling or excavation shall be hauled off the Work site on the same day that the milling or excavation is performed.
4. Within 4 working days following the installation of the final pavement overlay, the Contractor shall complete the adjustment of all manholes, valves and any other required surface facilities.
5. Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.

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

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

Time shall be of the essence in the Contract. The Contractor shall begin Work after the Engineer provides, to the Contractor, a Notice to Proceed and shall diligently prosecute the same to completion within **twenty (20)** working days from the start date specified in the Notice to Proceed.

**6-8 COMPLETION, ACCEPTANCE AND WARRANTY.** Replace the second paragraph with the following:

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

Add the following subsection:

**6-8.1 Manufacturer's Warranties.** Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility. The Engineer may, at his option, require a manufacturer's warranty on any product offered for use.

**6-9 LIQUIDATED DAMAGES.** In each of the two paragraphs, substitute "\$500.00 in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

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

Add the following subsections:

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

The Contractor must maintain at its sole expense the insurance requirements listed in the Public Works Agreement provided in these specifications. 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.

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

Add the following subsections:

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

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

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

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

If Contractor desires to use City water for its paving operations, 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:

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

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

The Contractor shall have a minimum of one (1) readily accessible copy 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 Mobilization.

Add the following subsections:

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

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

Add the following paragraph:

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

Add the following subsections:

**7-9.1 Replacement of Sprinkler Systems.** Damaged sprinklers shall be replaced so that the area watered by the original system will be adequately watered by the reconstructed system without undue waste of water. Overspray on any area no longer planted should be avoided, and any revised shape or layout of the remaining planted area will be adequately watered. Any additional material or work required to obtain said adequate coverage shall be furnished by the Contractor, at its expense. The Contractor shall be responsible to replace any lawn or plant damaged from lack of irrigation resulting from the Contractor's operations, at its expense, to the satisfaction of the Engineer.

**7-9.2 Protection of Existing Pavement Surfaces from Tack Coat and Oil.** The work requires the placement of a tack coat pursuant to Subsection 302-5.4, the Contractor shall protect existing surfaces outside of the work limits from the spreading of tack coat and oil adhering to truck tires exiting work area. The protected area shall extend the full width of the street and be by either of the following methods:

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

**7-9.3 Protection of Concrete Wheel stops.** Prior to cold milling the asphalt concrete pavement, contractor shall carefully remove all concrete wheel stops and store them in a safe location and prevent them from being damaged. Should the contractor believe that any existing concrete wheel stop be in a condition that it cannot safely be temporarily relocated, it MUST notify the Engineer prior to any relocation. After the new 0.1 foot thick asphalt surface course is constructed, the Contractor shall carefully re-install the concrete wheel stops at their previous locations. Should the contractor believe that any existing concrete wheel stop be in a condition that it cannot safely be re-installed, it MUST notify the Engineer prior to re-installation. All wheel stops damaged during the temporary relocation, storage and re-installation that were not inspected by the Engineer shall be replaced in-kind by the Contractor and at no cost to the City. Payment for the temporary relocation, storage and re-installation of any and all concrete wheel

stops shall be considered as a part of the unit bid price for MOBILIZATION AND DEMOBILIZATION.

NOTE: The Engineer will perform an inspection of any concrete wheel stop upon request by the Contractor.

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

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

Vehicular and pedestrian access to all driveways at the Police Department facility shall be maintained, except when necessary construction precludes such access. When access to a driveway or pedestrian walkway is to be restricted due to the work, Contractor shall notify the Engineer 48 hours prior to the restriction.

Unless the Contractor makes other arrangements satisfactory to the Engineer, the Contractor shall provide and maintain safe, adequate vehicular access to all vehicles and pedestrians:

Add the following subsections:

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

- a) The Contractor must provide access through and in the parking areas during non-working hours. Open trenches shall either be covered by steel plates, or ramped with crushed miscellaneous base. No drop-off at either transverse or longitudinal joints shall be allowed at any time. Temporary ramps, including those for driveway access, shall be constructed with either crushed miscellaneous base or temporary asphalt, as appropriate, with a minimum of 1" to 12" slope in both longitudinal and transverse directions.

All costs for the above requirements shall be included in the Contract Unit Price for the appurtenant items of work.

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

Whenever the work causes obliteration of pavement markers and/or delineation, the Contractor shall set in place temporary pavement markers/delineation. All pavement markers/delineation shall be provided at all times for traveled ways open to traffic.

All work necessary to establish temporary pavement markers/delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers/delineation shall be considered as included in the Contract Unit Price for INSTALL PAVEMENT AND PARKING STALL STRIPING, MARKINGS, AND LEGENDS.

**7-10.1.5 Temporary "No Parking" Signs.** The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. All signs shall be maintained by the Contractor and kept free of graffiti. Any sign that becomes illegible or is removed shall be replaced within twenty-four (24) hours. The Contractor shall only be permitted to restrict parking for the minimum time necessary to complete on-going work. The Contractor shall be responsible to remove and repost "Temporary No Parking" signs when work will be delayed for more than five (5) consecutive days, or if the work must go beyond the end date shown on the signs, or otherwise directed by the Engineer.

The Contractor shall obtain approval for the signs and the placement thereof from the Engineer. Immediately after this approval and posting, the Contractor shall notify Torrance Police Department, Traffic Division, at (310) 618-5557 for review and enforcement. The parking restriction cannot be enforced until the signs have been in place 48 hours and the Police notified.

The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on or within one (1) calendar day of the completion of work within the restricted parking area.

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

**7-10.1.6 Protection of Permanent Pavement Markings, Manholes, Valves.** The Contractor shall, in areas outside of the work zone, protect existing raised pavement markers, thermoplastic legends and markings. The Contractor shall cover and protect existing valve and manhole covers, utility caps, and similar items from damage.

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

Full compensation for the items in this subsection shall be considered as included in the Contract Unit Price for INSTALL PAVEMENT AND PARKING STALL STRIPING, MARKINGS, AND LEGENDS.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

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

### **9-1.2.1 Payment for Labor and Materials.**

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

### **9-1.2.2 Measurement and Payment**

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

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

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

### **9-3 PAYMENT.**

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

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

Add the following:

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

signed by both Contractor and Engineer.

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

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices and Storm Water Pollution Prevention Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants 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, Best Management Practices and Storm Water Pollution Prevention Plan.
- (b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (c) Establishing fire protection system.
- (d) Developing construction water supply.
- (e) Providing on-site sanitary facilities and portable water facilities, as required.
- (f) Arranging for and erection of Contractor's work and storage yard.
- (g) Submittal of all required insurance certificates and bonds, including subcontractors.
- (h) Obtaining all required permits.
- (i) Posting all OSHA required notices and establishment of safety programs.
- (j) Potholing and other research and review as necessary to verify site conditions and utility locations.
- (k) Having the Contractor's Superintendent present at the job site full-time.
- (l) Removal, cleanup, and restoration, including spray-painted markings on any pavement, concrete or other surfaces.

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

Failure of the Contractor to comply with any requirement of the Plan and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or

specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

#### **9-4 CLAIMS.**

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

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

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

## **PART 2 - CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS**

#### **200-2 UNTREATED BASE MATERIALS**

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

Untreated base for pavement shall be Crushed Miscellaneous Base conforming to 200-2.4.

### **SECTION 203 – BITUMINOUS MATERIALS**

#### **203-6 ASPHALT CONCRETE**

**203-6.1 General.** Add the following:

Asphalt concrete shall be Type Class B-PG-64-10 for the base course at areas of localized repair and Type III-C3-PG-64-10 for the pavement overlay (surface course). Refer to Section 400-4 of the “Greenbook” for Type III Asphalt Concrete.

### **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 in accordance with the provisions of Section 84-3.02 of the Caltrans Standard Specifications.

### **SECTION 214 – PAVEMENT MARKERS**

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

## **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, asphalt and other bituminous material and debris resulting from pavement milling operation. The Contractor shall conform to the following requirements:

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

Prior to making removals, the Contractor shall meet with the Engineer to verify the limits of removals, locations of joins, to establish smooth joins and to ensure proper drainage. The Contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage can be achieved and it has obtained prior written approval from the Engineer.

#### **300-1.3.2 Requirements.**

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

Add the following section:

#### **300-1.3.3 Construction and Demolition Debris Recycling.**

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

#### **Definitions.**

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

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

**"Delivery Site"** means recycling facility as defined in Subsection E.14 and recycling or reuse site as defined in Subsection E.15 or any place, including a transfer station as defined

in Subsection E.20 where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Director/Designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **RECYCLING SUMMARY.**

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

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

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

## **PAYMENT.**

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

### **300-2 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.

## **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 asphalt concrete at locations where full depth asphalt patches or “digouts” are required or designated by the Engineer. Additional base may be required after review of work areas following removals.

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

Payment for construction of CMB under AC pavement shall be included per the Contract Unit Price for DIGOUTS.

## **SECTION 302 – ROADWAY SURFACING**

### **302-5 Asphalt Concrete Pavement**

#### **302-5.2 Cold Milling Asphalt Concrete Pavement**

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

Cold Milling shall include edge milling, header milling and profile milling as necessary to provide the required grades and allow for a smooth pavement profile in preparation for asphalt concrete overlay paving. Contractor shall mill the existing surface of pavement at a nominal depth of, and not more than, 1 (one) inch. The Contractor shall adjust the milling depth as necessary in order to accommodate the final surface finish course thickness of 1 (one) inch and allow a minimum cross-slope of 1% to all desired drainage collection points. Contractor shall jointly review with the Engineer the limits of the area to be milled prior to start of milling operations. The Engineer may direct the Contractor to cold mill in other areas, as necessary for construction. Some adjustment of limits and depths will be necessary to accommodate paving requirements.

Care shall be exercised not to damage adjacent concrete structures including curbs, gutters, drainage swales and cross-gutters. Gutters or curbs damaged shall be replaced at the Contractor's expense. There are areas within the project that require cold planning or milling which are inaccessible to the type of milling machine as described herein above. Some of these areas include local depressions, curb return, curbs without gutters, and around utility manholes and vaults. The Engineer may require Contractor to defer certain work tasks in order to protect the grade or adjacent areas at those locations. The Contractor shall be required to use a smaller hand machine or lighter equipment or other device to cold plane the required horizontal limits and depth at those locations. The Contractor shall not be entitled to any additional compensation for the use of smaller equipment, lighter equipment, or work task deferral.

Add the following after the third paragraph:

The Contractor shall assume ownership of all materials removed during the milling process, including any foreign debris existing within or on the pavement, and shall haul these materials to an approved disposal site or to his own storage yard.

The Contractor shall apply a tack coat prior to placing the 0.1 foot AC overlay as described in Section 310-5.4, below. Prior to applying the tack coat, all milled areas, including joints and cracks, shall be cleaned with a vacuum type street cleaning equipment.

### **Cold Milling Equipment**

Cold milling machines shall have continuously variable depth controls, capable of removing, in a single pass, asphalt concrete, aggregate, and Portland cement concrete material having a combined thickness of up to 2" (two) inches. Cold milling machines shall be capable of accurately removing the asphalt concrete, aggregate, and Portland concrete surfaces to the required grades and slopes, and as directed by the Engineer.

The cutting head of the milling equipment shall have a maximum width of 48" (forty-eight inches) and shall have a size and weight that will not damage a 3" thick existing asphalt pavement, before, during and after the milling operation. The thicknesses of the existing asphalt pavement at various locations of the parking lot are shown in the Appendices of this specification.

**Refer to Appendix V for size/weight limits for cold milling equipment and disposal vehicles.**

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

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

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

A Tack Coat shall be applied on the milled pavement surface prior to placement of the 1" asphalt overlay. Tack Coat shall also be applied at all existing paved surfaces where new asphalt concrete overlaps or abuts existing pavement. Tack coat shall have a viscosity grade AR 4000 or AR 8000, or performance grade PG 64-10 paving asphalt conforming to 203-1 applied at an approximate rate of 0.25 L/m<sup>2</sup> (0.05 gallon per square yard), or SS-1h emulsified asphalt applied at an approximate rate of 0.25 L/m<sup>2</sup> to 0.45 L/m<sup>2</sup> (0.05 to 0/10 gallon per square yard), shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete.

Add the following paragraph:

Payment for Tack Coat and shall be included in the Unit Bid Price for CONSTRUCT 0.1-FOOT THICK ASPHALT CONCRETE OVERLAY or CONSTRUCT 3-INCH THICK ASPHALT CONCRETE OVERLAY.

**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.

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

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

**302-5.8.1 Payment.** There shall be no separate payment for adjustment of utility access covers and manholes to grade.

**302-5.9 Measurement and Payment (Asphalt Concrete Pavement).** Payment for Asphalt Concrete pavement (Type III-C3-PG-64-10) used for the 0.1-foot thick overlay shall be per the Contract Unit Price for **CONSTRUCT 0.10-FOOT THICK ASPHALT CONCRETE OVERLAY (TYPE III-C3-PG-64-10)** including 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.

Payment for Asphalt Concrete pavement (Type III-C3-PG-64-10) used for the 3-inch thick overlay shall be per the Contract Unit Price for **CONSTRUCT 3-INCH THICK ASPHALT CONCRETE OVERLAY (TYPE III-C3-PG-64-10)** including 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.

Payment for Asphalt Concrete (B-PG-64-10) used for full depth AC patches shall be paid for Contract Unit Price for **DIGOUTS**, and shall include sawcutting, removal of existing AC, base, unclassified materials, preparation and compaction of subgrade, and placement and compaction of crushed miscellaneous base material.

## **SECTION 310 - PAINTING**

### **310-5 PAINTING VARIOUS SURFACES.**

**310-5.6 Painting Parking Stalls, Markings and Labels.** Delete the entire subsection 310-5.6 and replace with Sections 84-1 and 84-3 of the Caltrans Standard Specifications.

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

This work shall consist of reinstallation of all pavement markings (parking stalls lines), other markings, and legends that previously existed prior to the start of work. The Contractor shall jointly review with the Engineer all existing striping, markings, and legends prior to removal. An aerial photograph of the existing parking areas shall be provided by the Engineer to the Contractor for verification of the existing striping configurations. Legends indicating names and job positions on "reserved" parking stalls may be altered by the Engineer as requested by the

Police Department. Contractor shall verify with the Engineer if such labels are correct prior to painting.

The paint material shall conform to the provisions of 84-3.02 of the Caltrans Standard Specifications.

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

Payment for traffic and parking stall stripings, pavement markings, and labels shall be on a lump sum basis per the Contract Unit Price for **INSTALL PAVEMENT AND PARKING STALL STRIPING, MARKERS, AND LEGENDS**, 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 any sandblasting of existing lines and markings shall be included and no extra costs will be allowed.

**APPENDIX I**  
**CITY OF TORRANCE BUSINESS LICENSE**



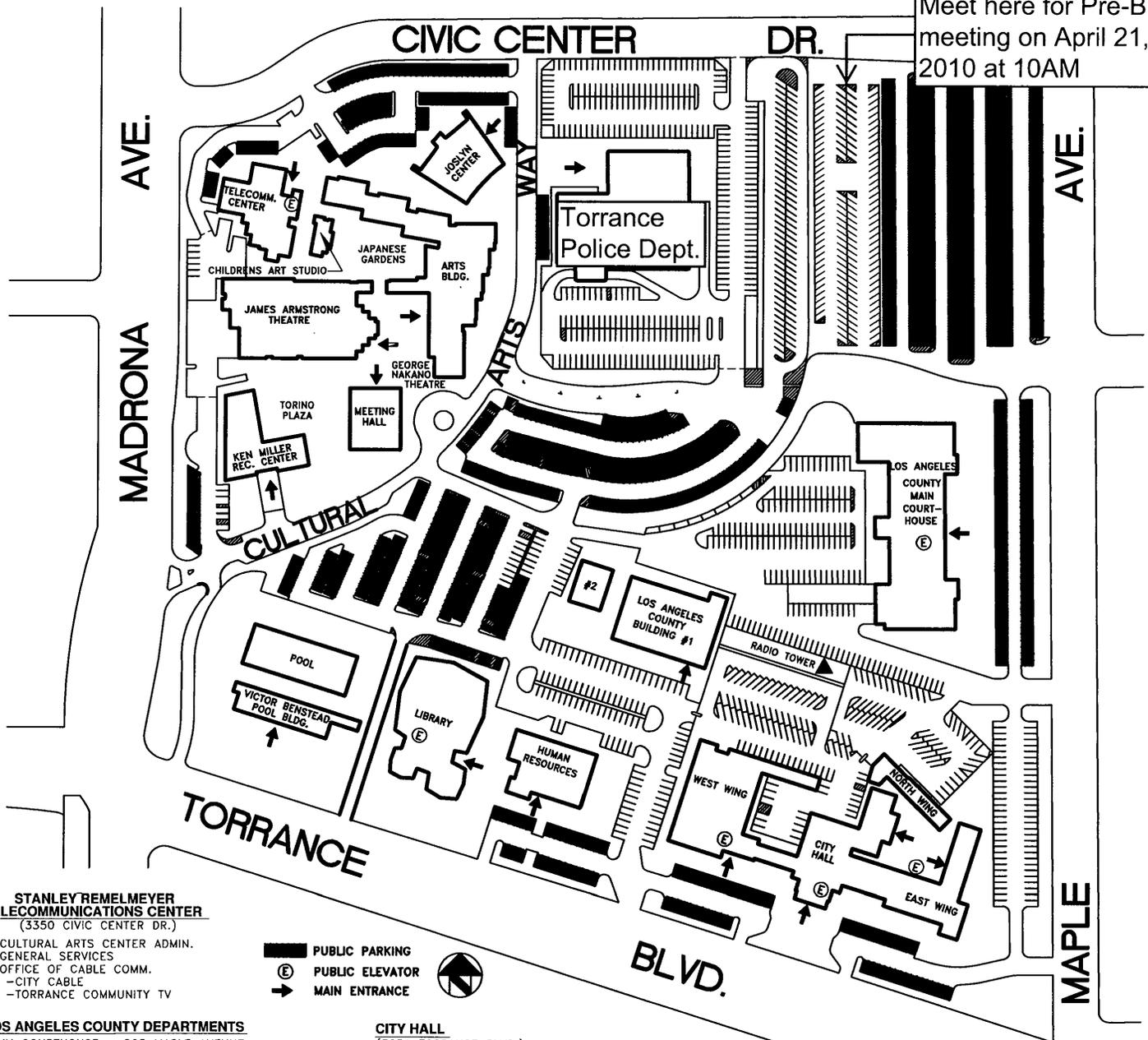
## **APPENDIX II**

### **PROJECT LOCATION MAP**

The parking lots to be repaired are shown on the map on the next page. The lots are immediately adjacent to the facility named "Police Facility".

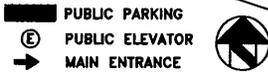
# CITY OF TORRANCE CIVIC CENTER

Meet here for Pre-Bid meeting on April 21, 2010 at 10AM



**STANLEY REMELMEYER  
TELECOMMUNICATIONS CENTER**  
(3350 CIVIC CENTER DR.)

- CULTURAL ARTS CENTER ADMIN.
- GENERAL SERVICES
- OFFICE OF CABLE COMM.
- CITY CABLE
- TORRANCE COMMUNITY TV



**LOS ANGELES COUNTY DEPARTMENTS**

- MAIN COURTHOUSE - 825 MAPLE AVENUE
- BOARD OF SUPERVISORS - 4th DISTRICT FIELD OFFICE
  - DISTRICT ATTORNEY
  - SHERIFF
  - SUPERIOR COURT, SOUTHWEST DISTRICT:

**3221 TORRANCE BLVD. - BUILDING #1**

- JUVENILE TRAFFIC
- PROBATION

**ANNEX - BUILDING #2**

- SMALL CLAIMS
- TRAFFIC

**HUMAN RESOURCES**

- (3231 TORRANCE BLVD.)
- CIVIL SERVICE
  - HUMAN RESOURCES
  - WORKERS COMP.
  - RISK MANAGEMENT

**NORTH WING**

- FIRE PREVENTION
- HAZARDOUS MAT. ADMIN.

**CITY HALL**

(3031 TORRANCE BLVD.)

- CITY CLERK/RECORDS
- COMM & INFO TECHNOLOGY COMPUTER RM. - BASEMENT
- CUSTODIAL
- CITY CLERK
- COUNCIL CHAMBER - 1st FLOOR

- ENVIRONMENTAL (CDD)
- FINANCE - ACCOUNTS PAYABLE - 2nd FLOOR
- FINANCE - ADMINISTRATION
- PURCHASING

- MAYOR AND CITY COUNCIL
- CITY MANAGER
- CITY ATTORNEY - 3rd FLOOR
- ASSEMBLY MEETING RM.

**WEST WING**

- COMM & INFO TECHNOLOGY TRAINING RM. - BASEMENT
- CENTRAL SERVICES
- COMMISSION MEETING RM.
- HOUSING (CDD) - 1st FLOOR
- HOME IMPROVEMENT LOANS
- RENTAL ASSISTANCE
- PARKS & RECREATION REGISTRATION
- COMM & INFO TECHNOLOGY ADMIN. - 2nd FLOOR
- COMMUNITY SERVICES ADMIN.

**ADDITIONAL BUILDING ADDRESSES**

- BENSTEAD PLUNGE - 3331 TORRANCE BLVD.
- CULTURAL ARTS CENTER - 3330 CIVIC CENTER DR.
- JOSLYN CENTER - 3320 CIVIC CENTER DR.
- MAIN LIBRARY - 3301 TORRANCE BLVD.
- POLICE STATION - 3300 CIVIC CENTER DR.
- RECREATION CENTER - 3341 TORRANCE BLVD.

**EAST WING**

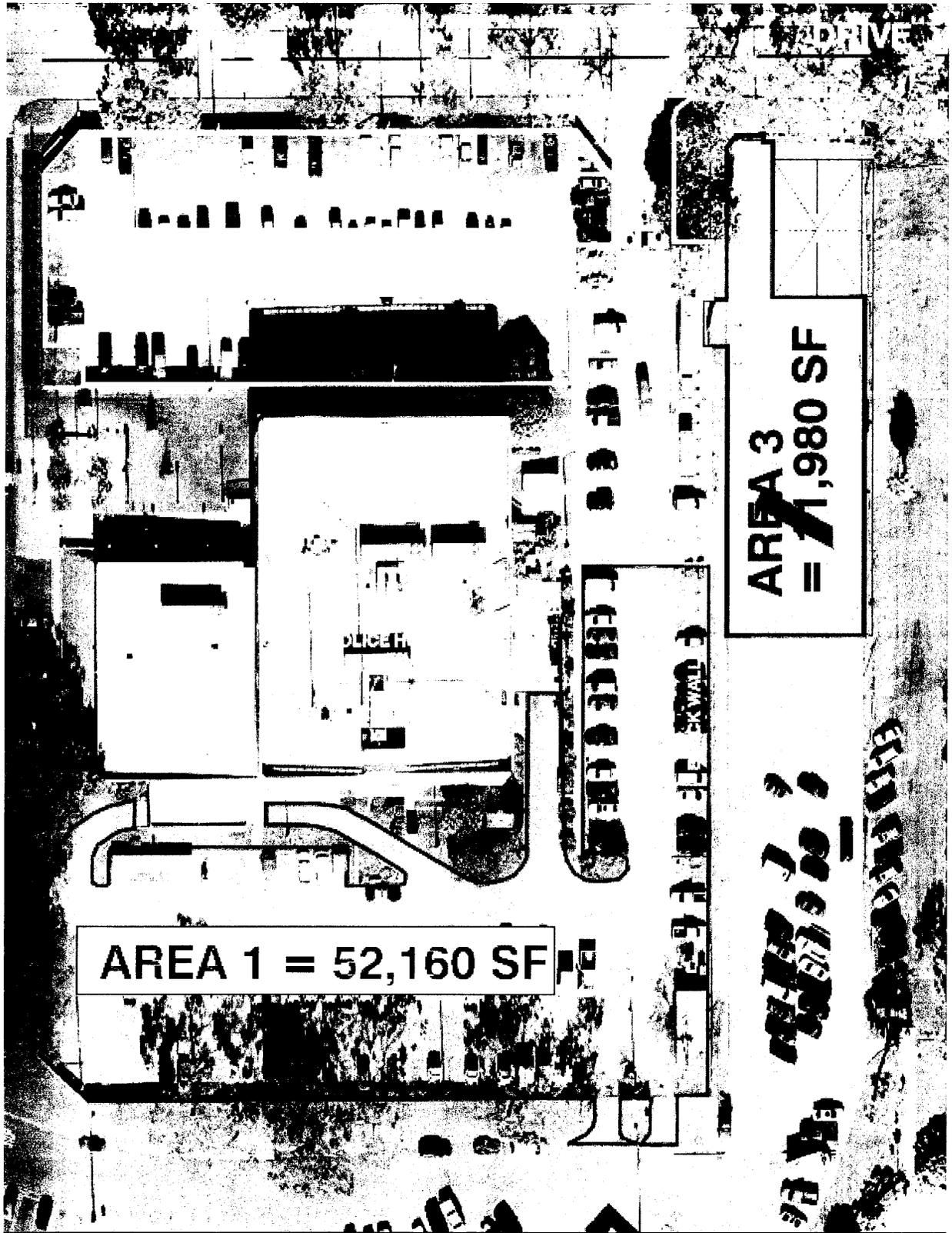
- BUILDING & SAFETY/PERMITS (CDD)
- CITY PROSECUTOR
- CITY TREASURER
- COMMUNITY DEVELOPMENT - 1st FLOOR
- ENGINEERING PERMITS AND MAPPING
- FINANCE - REVENUE/BUS. LIC.

- COMMUNITY DEVELOPMENT - 2nd FLOOR
- COMPREHENSIVE PLANNING
- DEVELOPMENT REVIEW
- TRAFFIC & TRANSPORTATION PLANNING

- FLEET SERVICES
- PARK SERVICES
- PUBLIC WORKS - CITY YARD - 20500 MADRONA AVE.
- ADMINISTRATION
- ENGINEERING
- OPERATIONS
- SANITATION
- STREETSCAPE
- TRANSIT FACILITY



COMMUNITY DEVELOPMENT DEPARTMENT  
JEFFERY W. GIBSON  
COMMUNITY DEVELOPMENT DIRECTOR



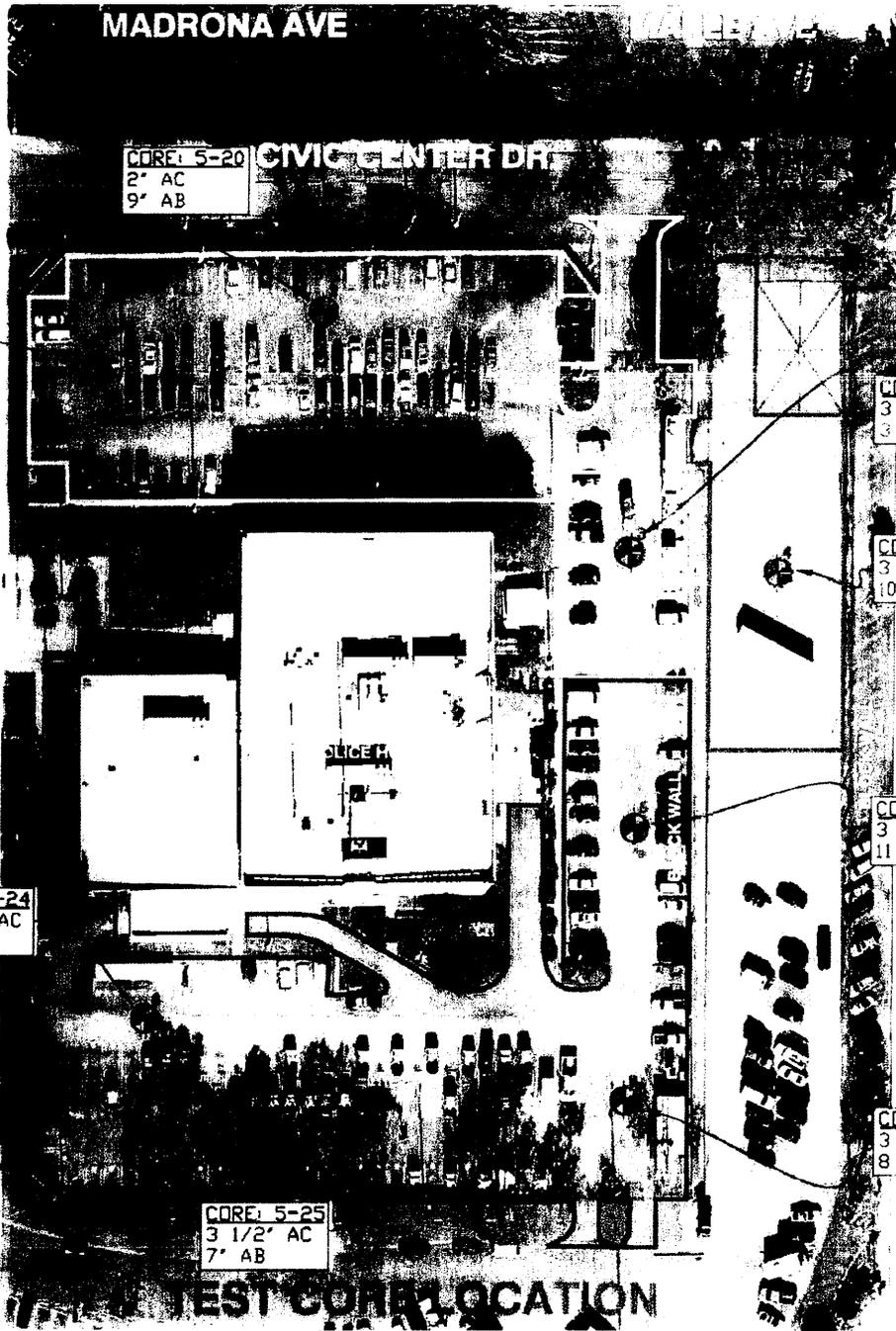
AREA 1 = 52,160 SF

AREA 3  
= 1,980 SF

DRIVE

POLICE

**APPENDIX III**  
**TEST CORE LOCATIONS**



CORE 5-19  
3 1/2" AC  
8" AB

CORE 5-20  
2" AC  
9" AB

CORE 5-21  
3 1/4" AC  
3 1/4" AB

CORE 5-22  
3 1/2" AC  
10" AB

CORE 5-23  
3 1/2" AC  
11 1/4" AB

CORE 5-24  
2 3/4" AC  
6" AB

CORE 5-26  
3 1/2" AC  
8 1/2" AB

CORE 5-25  
3 1/2" AC  
7" AB

TEST CORE LOCATION

**CITY OF TORRANCE**  
3031 TORRANCE BOULEVARD  
TORRANCE, CA

**Core Location Plan**  
**TORRANCE POLICE HEADQUARTERS**  
3300 Civic Center Drive  
Torrance, CA

**TESTING SUMMARY**  
Laboratory Testing  
R-value Determination: N/A  
Moisture Content: N/A  
LaBelle Marvin Coring and Boring  
Average AC Thickness: N/A  
Average AB Thickness: N/A

**LABELLE · MARVIN, INC.**  
PAVEMENT TECHNOLOGY SPECIALISTS  
WWW.LABELLEMARVIN.COM  
2700 S. GRAND AVENUE SANTA ANA, CA 92705  
PH (714) 546-3458 FAX (714) 546-5641

SHEET No.  
**1 of 1**  
DATE: 5/15/09

**PN 36128**

# CORING RESULTS

Torrance Police Facility  
Client: City of Torrance

Coring Date(s): 5/14/2009

Technician(s): GW, KH

PAVEMENT CORING DATA							SOIL BORING DATA			
Core	Lane	Dir.	Location	Total Pavement	Cross-Section	Type	Aggregate Base (AB)	Type	Soil Type (Maximum 3' depth)	Moisture Content
5-19	1	N/B	North of HQ Building	3 1/2"	-	AC	8"	AB	-	
			Lateral and Longitudinal Position							
			63' n Block Wall							
			28' e Block Wall							
			Field Notes:							
			Ravelling							
5-20	1	E/B	North of HQ Building	2"	-	AC	9"	AB	-	
			Lateral and Longitudinal Position							
			151' e Block Wall							
			33' s Block Wall							
			Field Notes:							
			Ravelling							
5-21	1	S/B	East of HQ Building	3 1/4"	-	AC	3 1/4"	AB	-	
			Lateral and Longitudinal Position							
			81' s Building							
			36' w Block Wall							
			Field Notes:							
			Ravelling, Parking Stall							
5-22	1	S/B	East of HQ Building	3 1/2"	-	AC	10"	AB	-	
			Lateral and Longitudinal Position							
			100' s Gated Entrance							
			27' e Curb face							
			Field Notes:							
			Ravelling							
5-23	1	N/B	East of HQ Building	3 1/2"	-	AC	11 1/4"	AB	-	
			Lateral and Longitudinal Position							
			183' n Gated Entrance							
			25' w Block Wall							
			Field Notes:							
			Ravelling							
5-24	1	W/B	South of HQ Building	2 3/4"	-	AC	6"	AB	-	
			Lateral and Longitudinal Position							
			60' e Block Wall							
			36' s Building							
			Field Notes:							
			Ravelling							

# CORING RESULTS

Torrance Police Facility  
Client: City of Torrance

Coring Date(s): 5/14/2009

Technician(s): GW, KH

PAVEMENT CORING DATA							SOIL BORING DATA			
Core	Lane	Dir.	Location	Total Pavement	Cross-Section	Type	Aggregate Base (AB)	Type	Soil Type (Maximum 3' depth)	Moisture Content
5-25	1	E/B	South of HQ Building	3 1/2"	-	AC	7"	AB	-	
Lateral and Longitudinal Position 160' e Block Wall 30' n Block Wall Field Notes: Ravelling										
5-26	1	N/B	South of HQ Building	3 1/2"	-	AC	8 1/2"	AB	-	
Lateral and Longitudinal Position 54' n Gated Entrance 30' w Block Wall Field Notes: Ravelling										

**APPENDIX IV**

**CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**

## CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

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

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

City Contract No. \_\_\_\_\_ Thomas Guide Page/Grid No(s): \_\_\_\_\_

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

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:					
<b>Total</b>					

Notes:

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

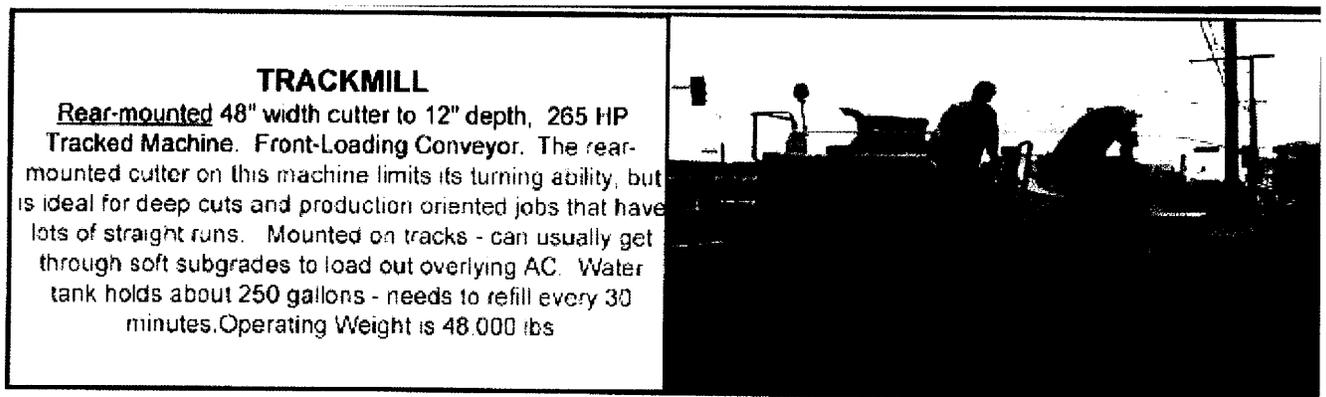
Prepared by \_\_\_\_\_ Signature \_\_\_\_\_ Phone #: \_\_\_\_\_

## APPENDIX V

### SPECIAL CONDITIONS FOR COLD MILLING & PAVING OPERATIONS

The bidder is hereby informed of the **REQUIRED** special conditions below for the operation of cold milling for Bid Item # 2 in the Bidder's Proposal.

1. The only cold mill (planer) machine allowed to perform the work for this project is shown below. Bidder's may rent the cold miller from a company such as Pavement Recycling Systems in Riverside, CA and they may be contacted at (951) 628-1091. This information is provided as reference only. The City of Torrance is not affiliated with nor is it promoting or advertising the company.



2. Due to the thin section of existing AC pavement in the parking lot and surrounding parking lots, the contractor is required to use a 6-wheeled dump truck for the hauling of cold milled asphalt. The 6-wheeled dump truck shall be filled to no more than 1/2 capacity or 8 tons.

The bidder is hereby informed of the **REQUIRED** special conditions below for the operation of paving for Bid Items # 3 and 4 in the Bidder's Proposal.

1. Due to the thin section of existing AC pavement for the parking lot, 10-wheeled dump trucks with "strong arms" are prohibited.
2. A maximum load weight of 6 tons of asphalt concrete is allowed in each 6-wheeled truck delivering new asphalt concrete to the site.
3. A maximum load weight of 8 tons of asphalt concrete is allowed in each 10-wheeled truck delivering new asphalt concrete to the site.
4. The Engineer or his designate must visually inspect the weight ticket of a truck with asphalt before it will be allowed to enter the job site. If a weight ticket for any vehicle indicates the weight of the asphalt concrete exceeds the allowed weight listed above, the truck will be prohibited from the job site. The Contractor will not be compensated for any labor, equipment, materials or any other cost associated with the rejection or restriction of a truck or vehicle from the job site. The contractor may not remove asphalt material from a truck and/or stockpile it for delivery by other methods. The asphalt must be supplied directly from the truck to the paving machine.

Should the Contractor violate any one or combination of the above-referenced requirements, it shall be fully responsible for all costs associated with repairs to any damaged pavement, including paved areas outside the job site. This includes, but is not limited to, any and all costs incurred by the Contractor due to removal/cold milling and/or paving work having to be suspended by the Engineer due to the above-referenced violations.

**APPENDIX VI**

**“GREENBOOK” SECTION 400**

## PART 4

### SECTION 400 - ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE AND UNTREATED BASE MATERIAL

(This subsection shall apply only when Alternate Rock Material-Type S is specified)

#### 400-1 ROCK PRODUCTS.

##### 400-1.1 General.

**400-1.1.1 General.** The following specifications set forth the requirements for aggregates for asphalt concrete, portland cement concrete, and untreated base material.

All rock products shall be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, friable, thin, elongated or laminated pieces, disintegrated material, organic matter, oil, alkali, or other deleterious substance.

The weight loss, as determined by ASTM C 131, shall not exceed 15 percent during 100 revolutions nor 52 percent during 500 revolutions.

Specified gradations represent the limits which determine the suitability of aggregate for use. Actual gradations shall be uniformly graded from coarse through fine, remaining proportionately distant from these limits.

Coarse aggregate is material retained on the No. 4 (4.75 mm) sieve and fine aggregate is material passing the No. 4 (4.75 mm) sieve.

The Contractor, at its expense, shall provide safe and satisfactory facilities for obtaining representative samples.

Materials may be sampled at any time until final formal acceptance of the Work.

**400-1.1.2 Source.** Before beginning portland cement concrete and asphalt concrete work, the Contractor shall submit the name of the supplier to the Engineer as specified in 2-5.3. The supplier shall have on file with the Agency mix designs for portland cement concrete conforming to 201-1.1.1, and asphalt concrete conforming to 203-6.2, when required by the Specifications.

The Contractor or supplier shall resubmit required information when any change is made.

**400-1.1.3 Statistical Testing.** Statistical testing shall conform to the following:

Whenever both individual test results and moving average requirements are specified, materials shall meet both requirements.

Individual samples tested prior to the first use of aggregates from each source, or prior to the first use of aggregates after appreciable changes have been made in aggregate processing procedures, shall conform to the limits specified for the moving average.

Whenever the results of an individual test for any property of a material, other than concrete compressive strength, does not comply with the limits specified for an individual test and if the moving average would not comply with the limit specified for the moving average should the next test be of the same value as that of the test being considered, the production of that material shall be suspended until

corrective changes have been made by the Contractor and tests indicate that the quality of the next material to be used in the work complies with that specified for the moving average.

Moving average shall be computed as follows:

Moving average shall be rounded to the same number of significant figures as are reported for individual test results. When the figure to be dropped is less than five, round down, if greater than five, round up, and if it is five, round up or down to the even number.

Moving averages shall be continuous for the batch plant. In determining a moving average for a material property, all of the individual tests results that represent material actually used in the work shall be used in the calculation. The test results shall enter the calculation sequence in the chronological order that the work is preformed. The first individual test result shall start a moving average and shall meet the moving average requirements. Until more than four test results are available, the moving average shall be the numerical average of the individual test results. When more than four test results are available the moving average shall be determined by multiplying the last moving average by four, adding the new result to this product and then dividing this sum by five.

In computing moving average, whenever an upper calculation limit value for an individual test is stated in the Specifications, the upper calculation limit value shall be used in the calculation in lieu of any actual individual test results which exceed said upper calculation limit value.

#### **400-2 UNTREATED BASE MATERIALS.**

##### **400-2.1 General.**

**400-2.1.1 Requirements.** All requirements of 200-2 shall apply except as hereafter provided. When base material without further qualification is specified, the Contractor shall supply processed miscellaneous base.

**400-2.2 Disintegrated Granite.** Disintegrated granite shall conform to 200-2.7

**400-3 PORTLAND CEMENT CONCRETE.** Provisions of 201-1 shall apply except that gradings A, B, and C may be used interchangeably. When no class is specified, Class 560-C-3250 (330-C-23) shall be used.

The concrete ball penetration test, California Test 533, may be used at the discretion of the Engineer if it is calibrated to the slump test for a given mix.

**400-3.1 Coarse Aggregate.** Coarse aggregate shall meet the requirements of 200-1.4 with the following modifications:

- a) The soundness loss, when tested by California Test 214 shall not exceed 10 percent.
- b) The minimum specific gravity of the No. 4 (4.75 mm) material shall be 2.56.
- c) The specific gravity requirement may be waived if the material is stockpiled and approved by the Engineer before use.

The grading requirements for coarse aggregate are shown in Table 400-3.3.1 (A) for each aggregate size.

**TABLE 400-3.1.1 (A)  
PERCENTAGE PASSING**

Sieve Sizes	Number 2		Number 3		Number 4
	Individual Test Results	Moving Average	Individual Test Results	Moving Average	Combined Average
2" (50 mm)	100	100	-	-	-
1-1/2" (37.5 mm)	89-100	91-100	100	100	-
1" (25 mm)	X ± 18	X ± 12	89-100	91-100	-
3/4" (19 mm)	0-16	0-14	X ± 18	X ± 12	100
3/8" (9.5 mm)	0-5	0-4	X ± 18	X ± 12	90-100
No. 4 (4.73 mm)	-	-	0-16	0-14	0-30
No. 8 (2.36 mm)	-	-	0-5	0-4	0-10

In the above table the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size. The X value shall meet the gradation limits of Table 200-1.4 (B).

**400-3.2 Fine Aggregate.** The fine aggregate shall meet the requirements in 200-1.5. The relative mortar strength shall not be less than 95 percent. Fine aggregate for mortar and plaster shall conform to the gradation for mortar sand in 200-1.5.5.

Fine aggregate shall be graded within the following limits:

**TABLE 400-3.2.1 (A)  
PERCENTAGE PASSING**

Sieve Sizes	Individual Test Results	Moving Average
3/8" (9.5 mm)	100	100
No. 4 (4.75 mm)	95 - 100	96 - 100
No. 8 (2.36 mm)	61 - 99	66 - 94
No. 16 (1.18 mm)	X ± 11	X ± 8
No. 30 (600 µm)	X ± 8	X ± 7
No. 50 (300 µm)	X ± 6	X ± 4
No. 100 (150 µm)	1 - 11	3 - 9
No. 200 (75 µm)	0 - 5	0 - 4

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size. The X value shall meet the gradation limits of Table 200-1.5.5 (A).

#### **400-4 ASPHALT CONCRETE.**

**400-4.1 General.** Asphalt concrete shall be a mixture of mineral aggregate and up to 15 percent reclaimed asphalt pavement (RAP) with paving asphalt conforming to 203-6.1 at a central mixing plant. RAP shall conform to 203-7.2.2, except the viscosity of RAP asphalt recovered in accordance with ASTM D 1856 (Abson Recovery Method) will not be required. RAP asphalt content may be determined in accordance with Calif. Test 382 except the aggregate correction factor shall not be applied.

This material will be designated by the type of asphalt concrete, class and grade, i.e., "III-B2-PG 64-10". Unless otherwise specified on the Plans or in the Special Provisions, III-B3-PG 64-10 shall be used. Asphalt concrete containing up to 15 percent RAP shall be identified by adding the suffix "RAP" to the class and grade, i.e., "III-B2-PG 64-10 RAP".

Acceptance of asphalt concrete shall conform to 203-6.4.1.

**400-4.2 Materials.**

**400-4.2.1 Asphalt.** The asphalt to be mixed with the mineral aggregate shall be asphalt binder conforming to 203-1 or 203-2.

**400-4.2.2 Aggregate.** Coarse and fine aggregate shall consist of any one or a mixture of the following materials:

- a) Broken or crushed stone, or crushed gravel.
- b) Natural material having sufficient roughness to meet the specified stabilometer requirements when confined within the limits specified for grading in 400-4.3.

Each type of aggregate shall be fed to the dryer at a rate within 10 percent of the amount set. Adequate means shall be provided for controlling and checking the accuracy of the feeder. The aggregate shall conform to the requirements of 400-1.1.

The percentage of crushed particles will be determined by California Test 205.

**400-4.2.3 Coarse Aggregate.** Coarse aggregate shall consist of material of which at least 25 percent by weight shall be crushed particles.

**400-4.2.4 Fine Aggregate.** Fine aggregate shall consist of material containing not less than 20 percent by weight of crushed particles in the portion passing the No. 4 (4.75 mm) sieve and retained on the No. 8 (2.36 mm) sieve. The remainder may consist of natural fine aggregate.

If the fine aggregate is deficient in material passing the No. 200 (75  $\mu$ m) sieve, a mineral filler conforming to the requirements of 203-6.3.3 shall be added to meet the combined grading.

**400-4.3 Combined Aggregates.**

The combined aggregate for asphalt concrete sampled after completion of all processing except adding of asphalt and mineral filler shall conform to Table 400-4.3 (A).

**TABLE 400-4.3 (A)**

Tests	California Test	Requirements
Both Kc and Kf-Factors (obtained from Centrifuge Kerosene Equivalent Test)	303	1.7 Max.
Sand Equivalent	217	45

The combined aggregate for asphalt concrete shall also conform to Table 400-4.3 (B) when mixed with the amount of asphalt determined to be optimum by California Test 367, which shall in no case be less than the minimum asphalt percentage specified in Table 400-4.3 (C) for the class specified.

**TABLE 400-4.3 (B)**

Tests	California Test	Requirements
Stabilometer Value*	366	35 Min.
Moisture Vapor Susceptibility (Stabilometer Value)	307	25 Min.
Swell	305	30 mil (760 $\mu$ m) Max.

\* S-values shall be as set forth in Section 203-6.2, Section 203-6.4.1, and Table 203-6.4.3 (A)

The grading of the combined aggregates shall conform to one of the gradings shown in Table 400-4.3 (C).

**TABLE 400-4.3 (C)**  
**TYPE III ASPHALT CONCRETE**

CLASS	B2		B3	
	Individual Test Result	Moving Average	Individual Test Result	Moving Average
1" (25.0 mm)	100	100	100	100
3/4" (19.0 mm)	87 - 100	90 - 100	90 - 100	95 - 100
3/8" (9.5 mm)	50 - 80	60 - 75	60 - 84	65 - 80
No. 4 (4.75 mm)	30 - 60	40 - 55	40 - 60	45 - 60
No. 8 (2.36 mm)	22 - 44	27 - 40	24 - 50	30 - 45
No. 30 (600 µm)	8 - 26	12 - 22	11 - 29	15 - 25
No. 200 (75 µm)	1 - 8	3 - 6	1 - 9	3 - 7
Asphalt %	4.6 - 6.0		4.6 - 6.0	

CLASS	C2		C3	
	Individual Test Result	Moving Average	Individual Test Result	Moving Average
3/4" (19.0 mm)	100	100	100	100
1/2" (12.5 mm)	89 - 100	95 - 100	89 - 100	95 - 100
3/8" (9.5 mm)	70 - 94	75 - 90	74 - 100	80 - 95
No. 4 (4.75 mm)	44 - 72	50 - 67	50 - 78	55 - 72
No. 8 (2.36 mm)	30 - 54	35 - 50	32 - 60	38 - 55
No. 30 (600 µm)	10 - 34	15 - 30	14 - 38	18 - 33
No. 200 (75 µm)	2 - 10	4 - 7	2 - 10	4 - 8
Asphalt %	4.8 - 6.5		4.6 - 7.0	

CLASS	D	F
	Combined Average	Combined Average
1/2" (12.5 mm)	100	-
3/8" (9.5 mm)	95 - 100	100
No. 4 (4.75 mm)	65 - 85	95 - 100
No. 8 (2.36 mm)	50 - 70	70 - 80
No. 30 (600 µm)	28 - 40	35 - 50
No. 200 (75 µm)	5 - 14	7 - 16
Asphalt %	6.0 - 8.0	8.0 - 10.0

The statistics, the basis of which will be the long term record of the plant, will be kept for each batch plant. Evaluation of gradation test results shall conform to the provisions of 400-1.1.3.

**400-4.4 Storing, Drying, and Screening Aggregates.** Storing, drying, and screening aggregates shall conform to 203-6.5.

**400-4.5 Proportioning, Mixing, Asphalt Concrete Storage, and Miscellaneous Requirements.** Proportioning shall conform to the provisions of 203-6.6. Mixing shall conform to the provisions of 203-6.7. Asphalt concrete storage shall conform to 203-6.8. Miscellaneous requirements shall conform to 203-6.9.