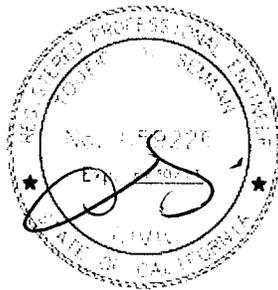


**PROPOSAL, SPECIFICATIONS, BOND
AND AFFIDAVIT
FOR THE CONSTRUCTION OF
TORRANCE CENTENNIAL PLAZA, FEAP 739**

B2012-15



**TOUFIC (Ted) SEMAAN
CITY ENGINEER**

April, 2012

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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 3, 2012**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF
TORRANCE CENTENNIAL PLAZA, FEAP-739
B2012-15**

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

Plans, Bid Proposal (for reference only) and Specifications also are available for viewing and printing from the City's website at <http://www.torranceca.gov/24200.htm> However, those who only view and/or print the Plans, Bid Schedule and Specifications from the City's website will not be added to the City's Plan Holder list for this project.

Full size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the Office of the City Clerk at Torrance City Hall upon payment of \$20 if obtained at City Hall, or payment of \$25 if requested by mail. Both amounts include tax and neither amount is refundable. The \$20 or \$25 includes a copy of the official form of Proposal.

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

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2012-15**

The Engineer's estimate of the contract total is between **\$194,000.00 and \$204,000.00**. All work shall be completed within **40** 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 either a Class **A** or **C8** Contractor's license is necessary to bid this project.

This project is not subject to State or Federal Prevailing wages.

A bidder must submit completed and signed forms with its bid proposal.

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

For questions or information, please contact Lea Reis, Associate Engineer at 310-618-3055 lreis@torranceca.gov or Elizabeth Overstreet, Engineering Manager at 310-618-3074 eoverstreet@torranceca.gov.

SECTION B

INSTRUCTIONS TO BIDDERS

**CITY OF TORRANCE,
CALIFORNIA**

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

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

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the 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 2nd lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required sixteen (9) Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda Acknowledgment
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) DBE Bidders List
- 8) Violations of Federal or State Law
- 9) 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

The City requires that Disadvantaged Business Enterprise (DBE) have the opportunity to participate in public works projects. To assist the City in establishing DBE goals, all proposing prime bidders are required to submit a DBE Bidder's List form for each subcontractor and supplier, whether DBE or not, contacted during preparation of the Bid.

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 sixteen (9) 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 email their question(s) in writing to Lea Reis of the Torrance Public Works Department at Ireis@torranceca.gov. 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 Lea Reis directly at (310) 618-3055.

SECTION C
BID DOCUMENTS

BIDDER'S PROPOSAL

Company: _____

B2012-15

Total Bid: _____

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF

TORRANCE CENTENNIAL PLAZA, FEAP 739

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

Members of the Council:

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

BID SCHEDULE A

Item No.	Description	Quantity	Units	Unit Price (\$)	Total Bid (\$)
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$	\$
2	UNCLASSIFIED EXCAVATION	45	CY	\$	\$
3	REMOVE EXISTING PCC CURB	33.5	LF	\$	\$
4	INSTALL PCC CURB AND GUTTER ON 8" CMB	33.5	LF	\$	\$
5	REMOVE EXISTING FLAG POLE SLEEVES AND INSTALL NEW PER DETAIL 3-C2	11	EA	\$	\$
6	PARK SIGN FABRICATION AND INSTALLATION PER APPENDIX IV	1	EA	\$	\$
7	TRAFFIC CONTROL	1	LS	\$	\$
8	TREE REMOVAL	2	EA	\$	\$
9	STREET LIGHT INSTALLATION (LIGHT ASSEMBLY TO BE PROVIDED BY THE CITY OF TORRANCE)	2	EA	\$	\$
10	TRANSPORT STREET LIGHT ASSEMBLY FROM CITY YARD AT 20500 MADRONA AVE, TORRANCE, CA TO WORK SITE	2	EA	\$	\$

11	CONSTRUCTION SURVEYING	1	LS	\$	\$
12	CONSTRUCTION SCHEDULE	1	LS	\$	\$
13	90 DAY PLANT MAINTENANCE PERIOD	1	LS	\$	\$
MAIN PLAZA AREA					
14	FURNISH AND INSTALL BRICK PAVERS (600 BRICKS PROVIDED BY CITY OF TORRANCE)	1268	SF	\$	\$
15	TRANSPORT 600 BRICKS FROM CITY YARD AT 20500 MADRONA AVE, TORRANCE, CA TO WORK SITE	1	LS	\$	\$
16	PCC CONCRETE BANDS	405	LF	\$	\$
17	INSTALL TIME CAPSULE VAULT	1	EA	\$	\$
18	FURNISH AND INSTALL CIRCULAR PAVERS	2	EA	\$	\$
19	PARK SIGN FABRICATION AND INSTALLATION	2	EA	\$	\$
20	LOW VOLTAGE LIGHTING SYSTEM	1	LS	\$	\$
21	IRRIGATION	1	LS	\$	\$
22	LANDSCAPING AND PLANTING	1	LS	\$	\$
23	ROOT BARRIERS	110	LF	\$	\$
24	PCC MOW CURB/CONCRETE HEADER	408	LF	\$	\$
25	PCC CONCRETE BENCHES	24	LF	\$	\$
27	REMOVE AND REINSTALL REGULATORY SIGNS	2	EA	\$	\$

TOTAL BID SCHEDULE A: \$ _____
(Figures)*

TOTAL BID SCHEDULE A: _____
(Words)*

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

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

ADDITIVE BID ITEMS

BID SCHEDULE B

	CIRCULAR AREA				
B.1	GRASS ROAD PAVERS	744	SF	\$	\$
B.2	PCC MOW CURB/CONCRETE HEADER	168	LF	\$	\$
B.3	PCC CONCRETE BENCHES	80	LF	\$	\$
B.4	IRRIGATION	1	LS	\$	\$
B.5	LANDSCAPE AND PLANTING	1	LS	\$	\$

TOTAL BID SCHEDULE B: \$ _____
(Figures)*

TOTAL BID SCHEDULE B: _____
(Words)*

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

B2012-15

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 _____ Address: _____

No. _____ _____

Class _____ Phone: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2012-15

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

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

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT (CONTINUED)

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

Dated this _____ day of _____, 2007.

Subscribed and Sworn to
before me this _____ day
of _____, 2007.

(Contractor)

(Title)

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

BID BOND

B2012-15

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

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

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2012-15X, said work being: the Construction of Centennial Plaza, and in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 2012.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____

LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Subcontractors listed in accordance with the provisions of Section 2-3 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

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

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

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

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

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

REFERENCES

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration _____

b. Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

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

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

DBE

**DBE BIDDERS LIST
B2012-15**

All bidders are required to provide the following information for each DBE and non-DBE subcontractor or subconsultant who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ____ NO: ____	
Type of work/services/materials provided by firm? _____ _____	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million	

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

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

Yes/No: _____ Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

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

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

DISQUALIFICATION OR DEBARMENT

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

SECTION D

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

PERFORMANCE BOND

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 **TORRANCE CENTENNIAL PLAZA, FEAP 739, B2012-15,** 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 _____, 2012.

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 **TORRANCE CENTENNIAL PLAZA, FEAP 739, B2012-15**, 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 _____, 2012.

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 2012 (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 **TORRANCE CENTENNIAL PLAZA, FEAP 739.**
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **TORRANCE CENTENNIAL PLAZA, FEAP 739,** Notice Inviting Bids No. B2012-15 (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.

In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

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

retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

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

8. CONTRACTOR REPRESENTATIVE(S)

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

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

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

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

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

20. NOTICE

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

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
TORRANCE CENTENNIAL PLAZA, FEAP 739,

B2012-15

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 (2009) and the Standard Specifications of the State of California Department of Transportation (Caltrans) 2010, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.

SECTION E - SPECIAL PROVISIONS

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PART 1 - GENERAL PROVISIONS

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

1-2 DEFINITIONS

Add or redefine the following:

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

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

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

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

1-3 ABBREVIATIONS

1-3.2 Common Usage:

Add the following abbreviations:

Approx	Approximate
APWA	American Public Works Association
ARHM	Asphalt rubber hot mix
BNSF	Burlington Northern Santa Fe Railroad
CA	Consulting Arborist
Exist.	Existing
HASP	Health & Safety Plan
L.A.C.D.P.W.	Los Angeles County Department of Public Works
Med.	Median
M.L.	Main Line
LACMTA	Metropolitan Transit Authority
OH	Overhead
Ped.	Pedestrian
Reconst.	Reconstruct
Temp.	Temporary
Theo.	Theoretical
WM	Wire mesh or water meter

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Replace the entire subsection with the following:

Within fifteen (15) working days after the date of the CITY'S award of contract, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

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

2-4 CONTRACT BONDS

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

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

2-5 PLANS AND SPECIFICATIONS.

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

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

Add the following subsections:

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

1) Project Plans

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

2) Standard Plans

a. City of Torrance Standard Plans, latest edition

- b. Standard Plans for Public Works Construction, 2009, promulgated by Public Works Standards, Inc.

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

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

- 1) Standard Specifications for Public Works Construction, 2009 and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.

2-5.2 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 Plans/Drawings, the order of precedence is as follows:

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

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

- 1) Change Orders
- 2) Special Provisions
- 3) Instruction to Bidders
- 4) Referenced Standard Plans
- 5) 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. Add the following to the second paragraph:

- 9) Proposed haul routes for material disposal and delivery
- 10) Crushed miscellaneous base mix design/properties
- 11) Aggregate Base for hardscape
- 11) Asphalt Concrete mix designs from one or more suppliers
- 12) Circular Pavers
- 13) Concrete Monument Cap
- 14) Soil amendment and fertilizer materials

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

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

2-6 WORK TO BE DONE

Add the following:

The Work consists of but is not limited to excavation, concrete and brick paving installation, landscape planting and irrigation, furnishing of PCC mow curbs, curb and gutter, bands, circular pavers, time capsule vault, sign fabrication and installation, turf blocks cells (ez roll grass pavers), street light installation and flag pole sleeve relocation, per plans and specifications.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. In the second sentence of the first paragraph, replace "The Engineer, or the owner at its cost," shall be replaced with "The Contractor, as part of this contract,"

2-9.2 Survey Service. Replace the entire subsection with the following:

All construction surveying necessary to complete the Work shown on the Plans and provided in these Contract Documents shall be accomplished by or under the direction of a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying

in the State of California, retained or provided by the Contractor. The CITY reserves the right to direct additional construction survey work be performed at no additional cost when the City determines it is required to adequately construct the Work. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness.

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

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

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

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

All costs for construction survey, establishing survey centerline ties and re-establishing centerline monuments and centerline ties, including construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be included in the unit bid price for Construction Surveying.

2-10 AUTHORITY OF BOARD AND ENGINEER

Add the following:

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

2.11 INSPECTION

Replace the entire subsection with the following:

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

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

Work done in the absence of inspection by the Engineer may be required to be removed and

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

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

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

Add the following subsections:

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

Mondays through Fridays	-	\$120.00 per hour
Saturdays, Sundays, Holidays	-	\$1,200.00 per day

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

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

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

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

Department.

- (c) Temporary lane closures maintained prior to 7:30 A.M. and/or after 3:30 P.M. may have a negative economic effect on the local residential, commercial or industrial community. Unless a temporary lane closure is otherwise authorized, the Engineer may deduct a fee from a Progress Payment for each temporary lane closure maintained prior to 7:30 A.M. or after 3:30 P.M. The fee will be assessed at a rate of \$700 per each travel lane per each thirty (30) minute interval, or fraction thereof.

SECTION 3 – CHANGES IN WORK

3.3 EXTRA WORK

3-3.1 General. Add the following:

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

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

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

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

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

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

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

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

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

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

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

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.

The new piping shall go over or under the existing utilities as indicated on the plans. Where not indicated, the Contractor shall assume that the new piping will cross under the existing utility. The Contractor shall pothole existing utilities which may interfere with construction as shown on the plans, as directed by the Engineer or as deemed necessary by the Contractor. The cost of potholing herein specified shall be included in the prices paid for other items of work and no additional compensation will be allowed.

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

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the respective 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.

5-2.1 Noninterfering Utilities

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

5-2.2 Abandoned Utilities

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

5-2.3 Protection of Underground Hazardous Utilities. This Subsection shall apply to projects where there are underground utilities within the Work area which may be potentially hazardous if damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster such as, but not limited to, gasoline, electricity, fuel oil, butane, propane, natural gas, chlorine or other chemicals.

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

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

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

been determined, the Contractor, in cooperation with and with the concurrence of the utility owner, shall determine how to protect and/or support the utility from damage before proceeding with the Work.

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

Replace the entire subsection with the following:

6-1.1 General. Within ten (10) and no later than fifteen (15) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

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

An Administrative Notice to Proceed may be given, at the City's option, to allow the contractor to begin some of the contract work. Contractor access to the site may or may not be authorized with the Administrative Notice to Proceed. The duration of time between the Administrative Notice to Proceed and Full Notice to Proceed shall not be included in the required contract duration.

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

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

- 1) The schedule shall be prepared using the latest version of either Primavera, Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6, and the following:
 - a) Contract unit price items shall be subdivided into those portions to be constructed during each stage or phase of construction.

- b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Utility relocations by Contractor and "By Others" shall be considered as activities.
- 4) Required submittals and shop drawings shall be included as activities.
- 5) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 6) Work to be performed by subcontractors shall be identified and shown as work activities.
- 7) Start and completion dates of each activity shall be illustrated.
- 8) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

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

- 1) Sequence of Construction - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the adjacent properties and to conform to the following:
- 2) Tree and Stump removals per 300-1.3.2(d).
- 3) Concrete removal - All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the excavation is performed.
- 4) PCC construction - Construction of PCC curbs and gutters shall be formed and poured within 5 working days following removal of the existing material at any location.
- 5) Asphalt removal – All pavement removed in preparation of the curb and gutter construction shall be hauled off the work site no later than the same day that the removal is performed.
- 6) Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
- 7) Subsection 307-1.3 regarding the ordering of materials.
- 8) SCE requires a minimum of 10 working days and a possible maximum of 15 working days to remove existing appurtenances and energize new appurtenances installed by contractor. All bidders and the subsequent successful Contractor are hereby informed that it shall include this SCE work in its schedule. Also, the Contractor will not be eligible for compensation of any unforeseen delays if it does not complete its work within the maximum of 40 working days. Any delay claimed by the Contractor will be evaluated by the Engineer. The Engineer has the authority to approve or deny any claim, either in full or in part.
- 9) Potholing as discussed in Section 9 of this Specification.

10) All Work shall only be performed between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise approved by the Engineer.

11) A move-in period of 5 calendar days will be allowed starting on the date in the Notice to Proceed.

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

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

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

Full compensation for complying with all requirements of Section 6-1.5 Updates shall be per the Contract Unit Price for Construction Schedule. If the Contractor fails to submit an updated Construction Schedule to the Engineer on the first working day of each month, the CITY will not compensate the Contractor for that month's Construction Schedule.

6-7 TIME OF COMPLETION

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

The Contractor shall complete the work within 40 working days from the start date specified in the Notice to Proceed.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY

Replace the second paragraph with the following:

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

Add the following subsection:

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

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

6-9 LIQUIDATED DAMAGES

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

Add the following paragraph:

The Contractor shall complete all construction on or before Monday, September 10, 2012 or within 40 days of the Notice to Proceed, whichever comes first. Failure to do so will result in liquidated damages.

6-11 SEQUENCE OF CONSTRUCTION

The suggested sequence of work is listed below. However, the contractor has the option to propose modifications to the sequence which are subject to the Engineer's approval.

1. Demolition and rough grading
2. Install sleeving
3. Install street lighting
4. Install electrical and irrigation sleeving
5. Install concrete curbs, concrete gutters, roadways, concrete mow curbs, concrete bands and monument sign.
6. Install irrigation and low voltage lighting
7. Install planting

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE

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

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

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

Add the following:

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

7-4 WORKER'S COMPENSATION INSURANCE

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

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

7-5 PERMITS

Replace the second paragraph with the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction. The Contractor shall obtain a no-fee Electrical permit from the City before commencing installation of new electrical services as applicable. Full compensation for complying with the above requirements shall be considered as included in the prices bid for the appropriate items of work.

7-6 THE CONTRACTOR'S REPRESENTATIVE

Add a third paragraph to the section stating the following:

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

7-8 PROJECT SITE MAINTENANCE.

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

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

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

7-8.6.6 Best Management Practices (BMPs).

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

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

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

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

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

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

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

	Check Dams
	Slope Roughening/Terracing/Rounding
SEDIMENT TRAPPING	Slit Fences
	Straw Bale Barrier
	Sand Bag Barrier
	Brush or Rock Filter
	Storm Drain Inlet Protection
	Sediment Traps
	Sediment Basin

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

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

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

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

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

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Add the following paragraph:

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

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

Add the following subsections:

7-9.1 Replacement of Plantings. The Contractor shall be responsible to replace any lawn or plant disturbed by Contractor's operations, at its expense, to the satisfaction of the Engineer. The Contractor shall comply with the following minimum requirements: the area to be replanted shall be regraded and covered with two inches of an approved topsoil; the sod shall be for grass of the same type as was removed, or an approved equal. Soil fertilizer and conditioning material shall be applied to the planted area at the rate recommended by the vendor. The Contractor shall water and care for replaced lawns until the grass has attained a complete cover and has been given its first cutting, unless other arrangements are made with the property owners.

Topsoil shall be in accordance with 212-1.1.

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

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

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

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

7-10 PUBLIC CONVENIENCE AND SAFETY

Add the following subsections:

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

- a) Unless otherwise permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC integral curb in order to allow traffic flow and not close a street. A minimum lane width of 14 feet shall be provided over the steel plating.
- c) At a minimum, the Contractor shall maintain one (1) twelve (12) foot-wide lane open in each direction between the hours of 7:00 a.m. and 5:00p.m. All travel lanes shall be kept open all other times.
- d) Traffic signs, no parking signs, warning devices, safety traffic devices, electronic arrow boards for diverting and directing traffic as needed shall be furnished, installed and maintained by the Contractor throughout the project.

All costs for the above requirements shall be included in the Contract Unit Price for Traffic Control.

7-10.1.3 Public Notification. At least three (1) week prior to starting work, the Contractor shall distribute written notices to all homeowners and residents that will be impacted by the work. The City will provide the notice.

7-10.1.4 Temporary "No Parking" Signs. The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours (two work days) in advance of the first date of enforcement. Each sign must include the beginning and end dates and the hours in effect (if not 24 hours/day). "Tow-Away" and "City of Torrance" must be written on the 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 50' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

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

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

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

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

1.

7-10.2 Storage of Equipment and Materials in Public Streets.

Construction materials and equipment shall not be stored in streets, roads or highways, unless specifically authorized by Engineer.

SECTION 9 - MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK

Add the following sections:

9-1.2.1 Payment for Labor and Materials.

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

9-1.2.2 Measurement and Payment

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. Costs for mobilization/demobilization shall be paid per the contract unit price for MOBILIZATION AND DEMOBILIZATION.

9-2 LUMP SUM WORK

Replace the second paragraph with the following:

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

9-3 PAYMENT

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

For each progress estimate, 5 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition 125% of the amount of 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 Emergency Response Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, potholing; temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

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

- (a) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (b) Installing temporary construction power and wiring.
- (c) Establishing fire protection system.
- (d) Developing construction water supply.
- (e) Providing on-site sanitary facilities and portable water facilities, as required.
- (f) Arranging for and erection of Contractor's work and storage yard.
- (g) Submittal of all required insurance certificates and bonds, including subcontractors.
- (h) Obtaining all Contractor required permits.
- (i) Posting all OSHA required notices and establishment of safety programs.
- (j) Potholing for street light foundations 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 (including all spray-painted markings on any surface), cleanup, and restoration

9-3.4.1 Payment

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

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

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

9-4 CLAIMS

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

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

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

Untreated base for pavement, curb and gutter, 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 C2-PG-64-10 for surface courses.

SECTION 209 – ELECTRICAL COMPONENTS

Add the following subsection:

209-6 LOW VOLTAGE PARK SIGN LIGHTING

Low voltage monument lighting shall be of the brand, type and size as shown on the Plans or specified in the Specifications.

209-6.1 Measurement and Payment

Payment for low voltage park sign lighting system shall be for complete low voltage lighting system and installation, including conduit installation from signs to existing irrigation cabinet per the Contract lump sum price.

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS

Add the following:

Plant materials specified in this section shall conform to the applicable requirements of ANSI Standard Z60.1-1980, "Nursery Stock," and to the rules and grading provisions adopted by the American Association of Nurserymen, Inc.

212-1.1 Topsoil

212-1.1.1 General. Add the following:

Unless otherwise specified on the Plans or required by the Engineer, topsoil shall be Class "C" in accordance with the requirements of 212-1.1.4. Imported soil, if required, shall be Class "A" topsoil in accordance with the requirements of 212-1.1.2.

The Contractor shall provide an Agricultural Soil Suitability Report for topsoil to be furnished,

and the requirements for fertilization and amendments as specified herein may be modified as necessary by the Engineer prior to start of the work of this section.

212-1.2 Soil Fertilizing and Conditioning Materials

212-1.2.3 Commercial Fertilizer. Add the following:

Commercial fertilizer used for the restoration of disturbed turf areas shall be 12-12-12 (N-P-K.) Slow release tablets used for tree and shrub planting pits shall be 12-12-12 (N-P-K). These materials are listed for bidding purposes; however, may be subsequently modified based on recommendations of the Agricultural Soil Suitability Report.

212-1.2.4 Organic Soil Amendment. Add the following:

Type I organic soil amendment shall be used. The Contractor shall supply the CITY with a sample of the proposed amendment accompanied by a laboratory analytical analysis from a testing agency registered by the State, which states that the amendment complies with the specifications.

212-1.2.5 Mulch. Add the following:

Bark mulch shall be shredded cedar, pine, or fir bark or equal commercial product. Typical mulch size shall be three inches by one-half inch (3" x 1/2"). Submit two (2) samples to the CITY for approval prior to installation. The material shall be free of seeds, debris, and deleterious materials, and shall have a rich brown color when supplied.

Mulch is to be applied in the entire area around the Rosa floribunda 'Iceberg' plants and the Rhapsiolepis indica 'Ballerina' plants.

Payment for Mulch shall be considered as part of the bid unit price for LANDSCAPING AND PLANTING within the Main Plaza Area.

212-1.4 Plants.

212-1.4.1 General. Add the following:

All plants furnished by the Contractor shall be true to type or name as shown on the Plans and shall be tagged in accordance with the standard practice recommended by the Agricultural Code of the State of California; however, determination of plant species or variety shall be made by the CITY, whose decision shall be final. No substitutions shall be made without written approval by the CITY.

All plants shall have been grown in nurseries that have been inspected by the appropriate governing authorities. Verification of inspection of plant materials required by City, County, State, or Federal authorities shall be the responsibility of the Contractor; and Contractor shall confirm that all nurseries providing plants have secured necessary permits or certificates prior to delivery of plants to site. Certificates of inspection shall be filed with the CITY upon request.

The Contractor shall obtain clearance from the County Agricultural Commissioner, as required by law, before planting plants delivered from outside the County in which they are to be planted. Evidence that such clearance has been obtained shall be filed with the CITY upon request.

Plants shall be subject to inspection and approval or rejection by the CITY at place of growth and/or upon delivery to the site at any time before or during progress of the work. Inspections shall include:

- a) Quantity, quality, size, and variety;
- b) Ball and root condition;
- c) Latent defects and injuries resulting from handling, disease and insects; and
- d) Uniformity of plant materials.

The Contractor shall notify the ENGINEER seventy-two (72) hours prior to delivery of plant material, so the plants can be inspected prior to planting.

The Contractor shall research the availability of every plant at the beginning of the project to allow sufficient time to contract grow plant material for installation without delays.

Payment for plants shall be considered as part of the bid unit price for LANDSCAPING AND PLANTING within the Main Plaza Area.

212-1.6 Root Barriers.

Root Barriers shall be 12" H x 24 W" interlocking panels manufactured by DeepRoot Products, 800.766.8355, and installed per plans and manufacturer's specifications.

212-1.6.1 Measurement and Payment.

Payment for root barriers shall be for units and installation per the Contract unit price per linear foot of ROOT BARRIERS.

212-1.7 Grass Road Pavers.

Grass Road Paver shall be EZ Roll Grass Paver manufactured by NDS, 800.726.1994 or approved equal and installed per plans and manufacturer's specifications.

212-1.7.1 Measurement and Payment.

Payment for Grass Road Pavers shall be for units and installation per the Contract unit price per square foot.

212-2 IRRIGATION SYSTEM MATERIALS

212-2.1 Pipe and Fittings.

212-2.1.1 General. Replace the entire subsection with the following:

Irrigation pipe materials and fittings shall be as designated on the Plans and shall comply with 212-2.1.3 of the Standard Specifications.

Add the following subsection:

212-2.1.6 Low Volume Risers. Low Volume Risers shall be Rain Bird SQ Series, Square Pattern Nozzles and Poly Flex Riser Adapter, type and size as shown on the Plans.

212-2.2 Valves and Valve Boxes.

212-2.2.2 Gate Valves. Add the following:

Gate Valves shall be Nibco TFP600Na ¼ turn ball valves or approved equal.

212-2.2.4 Remote Control Valves. Add the following:

Electric Remote Control Brass Valves shall be Rain Bird GB Series or approved equal.

212-2.2.6 Quick-coupling Valves and Assemblies. Add the following:

Quick couplers shall be Rainbird Model No. 33D-LRC or approved equal.

212-2.2.7 Valve Boxes. Replace the entire subsection with the following:

Valve boxes shall be made of durable green plastic with locking lids in accordance with SPPWC Standard Plan No. 506-2. Boxes shall be sized to give maintenance freedom and access. All valve box lid locks shall use a common key.

212-2.3 Backflow Preventer Assembly. Add the following:

The backflow preventer shall be a Febco Series 825Y reduced pressure backflow preventer or approved equal.

The backflow preventer shall installed per manufacturer's specifications.

212-2.4 Sprinkler Equipment. Add to the following:

All full-circle, part-circle or rectangular spray nozzles and rotary nozzles shall be capable of meeting the requirements for area or radius shown on Plans. If spray pattern requires modification to avoid overspray onto paving, nozzles shall be changed to a different radius or pressure compensating screens shall be added to reduce throws, at no additional cost to the CITY. Use of adjustment screws on sprinkler heads or manual adjustment of remote control valves to permanently adjust throw radius shall NOT be allowed. Pop-up sprinklers shall be per irrigation legend and details on the irrigation drawings.

212-3 ELECTRICAL MATERIALS

212-3.2 Conduit and Conductors.

212-3.2.2 Conductors. Add the following:

Neutral Wires: (White (#12 AWG)). Do not interconnect neutral wires between controllers.

Spare Wires: Two (2) red and one (1) white spare wires (#12 AWG) shall be run in each direction from furthest valve of furthest valve manifold on each mainline run to each controller.

Loop 36-inch excess wire into each single valve box and into one valve box in each group of valves.

Pilot wires: (14 AWG) or larger as recommended by controller manufacturer for the

corresponding run distance. Contractor shall field verify run distances prior to installation.

Wireless Connections: Neutral, pilot, and spare wires shall be installed with two-foot (2') excess coiled wire length at each end enclosure, valve box or pull box. For low voltage installations, a continuous wire shall be used between the controller and remote control valves. Each and every wire splice shall be soldered (using 60-40 solder) together, then encased in the waterproofed epoxy of the "Scotch-Pac" or "Pen-Tite" connectors. Wire splices shall be made only in valve or pull boxes. Under no circumstances shall splices exist without prior approval from the Engineer.

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General. Replace the entire subsection with the following:

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Clearing and Grubbing shall include, but not limited to removal of:

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

The Contractor shall conform to the following requirements:

- (a) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- (b) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- (c) The Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit for approval, prior to the Pre-Construction Meeting, a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.3.2 Requirements. Revise as follows:

- (a) **Bituminous Pavement.** Replace the first and second sentences with the following:

Bituminous pavement shall be removed to neatly sawed edges.

Add subparagraphs (d) and (e):

- (d) **Trees.** The City maintains a tree conservation policy. Unless otherwise shown on drawings or as noted in these specifications, all trees are to be protected in place. Demolition and destruction of trees and tree parts, including trunks, branches and foliage, shall be limited to tree removals as shown on the Plans or as noted in these specifications. Root pruning and removals shall be limited to the minimum required to construct new improvements where trees are to be conserved.

The engineer will approve each tagged tree. The contractor shall place a visible removable "tag" on each tree at least five (5) work days and no earlier than ten (10) work days prior to removal. The City of Torrance staff shall place a visible removable "tag" on each tree proposed to be removed at least five (5) work days and no earlier than ten (10) work days prior to removal. Said "tag" is intended to give adjacent residents proof of trees to be removed or saved. Tags shall be on the sidewalk side of trees and located at least five feet (5') above ground.

The Contractor shall remove only trees that have been approved and marked by the City of Torrance for removal. Trees shall be removed in a workmanlike manner so as not to injure other standing trees, plants, and improvements which are to be preserved.

Stumps shall be ground down three feet (3') below ground surface within five (5) feet of the center of the stump. All surface roots shall be removed within the parkway.

The Contractor shall conform to the following requirements:

- 1) The cutting down or removal of trees is prohibited after the prescribed working hours unless permission is granted by the Engineer.
- 2) All debris from pruning or removing a tree shall be cleaned up and hauled away from the Work site on the same day that the tree is cut or pruned.
- 3) All holes created from removal of tree stumps shall be backfilled and graded to finish level by the end of the workday.
- 4) Sprinkler systems disrupted by the Contractor shall be capped or restored by the end of the workday.

Payment for Tree Removals shall be made per the contract unit price of TREE REMOVALS and shall include conforming to the above requirements. Trees to be removed are as noted on Planting Plan.

- (e) **Miscellaneous Removals and Relocations.** This work shall include all removals not **specifically** listed in the Proposal or otherwise covered by these Specifications, and all necessary relocations and restorations of walls, fences, plants, hardscape, signs and other items, whether shown on the Plans or not, and as necessary to complete the

improvements. Payment for miscellaneous removals and relocations shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore.

Add the following subsection:

300-1.3.3 Construction and Demolition Debris Recycling.

A. **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.

B. 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.

C. **Recycling Summary.**

The Contractor shall prepare and submit a Recycling Summary report using the form included in the Appendices 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.

300-1.4 Payment. Replace the entire subsection with the following:

Payment for CLEARING & GRUBBING and/or Removals will be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore and shall include full compensation for clearing and grubbing, removals, disposals or salvage of facilities identified on plans or in these special provisions as well as pavement sawcutting and removal, and misc. for items that interfere with construction activities.

The cost of construction and demolition debris recycling and completing the Recycling Summary report shall be considered as included in the various bid items to which this work is appurtenant and no additional compensations will be allowed therefore. The quantities reported will be used for information gathering purposes and not for purposes of payment to the Contractor.

Payment for the installation of street lights including installation of foundation to a minimum of five (5) feet below existing grade, conduit trenching or boring shall be made per the Contract Unit Bid Price for STREET LIGHT INSTALLATION.

Payment for Removal of Concrete Curb including removal and disposal of subgrade and adjacent integral curbs shall be made per the Contract Unit Bid Price per linear foot for REMOVE EXISTING PCC CURB.

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 unsuitable material excavation shall be measured and paid for as UNCLASSIFIED EXCAVATION. Payment for fill or base material shall be made as Extra Work or Force Account Work.

300-2.9 Payment.

Payment for UNCLASSIFIED EXCAVATION will be made at the Contract unit price per cubic yard.

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

301-2 UNTREATED BASE

301-2.1 General. Add the following:

Base is required under all PCC improvements as shown on the Plans. Additional base may be

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

A minimum of 8-inches CMB shall be placed under curbs, curbs and gutters, median curbs,.

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

Payment for construction of Untreated Base – Crushed Misc. Base (CMB) under curb and gutter shall be considered as included in the price bid for the item of work and no additional compensation will be allowed therefore.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements

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

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

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

303-5.5. Finishing

303-5.5.2 Curb Add the following:

Unless otherwise approved by the Engineer, the entire affected concrete curb or curb and gutter shall be removed by sawcutting the adjacent AC pavement one (2) feet from the edge of the new edge of gutter. Where applicable, the contractor shall reconstruct this 2-foot wide section with a 4-inch thick section of AC pavement (C2-PG-64-10) or existing AC depth plus 1 inch, whichever is greater, on an 8-inch thick section of slurry (270-E-500)

303-5.7 Repairs and Replacements. Add the following:

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

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

Payment for concrete curb and gutter shall include all joints and keyways, Base, adjacent AC pavement reconstruction and restoration of the 2' wide trench, protection of existing trees, parkway restoration, and repainting of red curb (top and face) where red curb has been removed due to new

curb construction and will be per the Contract unit price per linear foot of INSTALL PCC CURB AND GUTTER ON 8" CMB.

303-7 COLORED CONCRETE.

Payment for colored/stamped concrete includes materials and installation complete in place for colored and stamped concrete.

Add the following subsections:

303-9 PAVERS

Pavers shall be a 'Red Flash' modular paver, 3-5/8" x 2-1/4" x 7-5/8", manufactured by Pacific Clay Products, Inc., 951.674.2131.

303-9.1 Measurement and Payment.

Payment for pavers and installation shall be per the Contract unit price per square foot for FURNISH AND INSTALL BRICK PAVERS.

303-10 CIRCULAR PAVERS

Circular Pavers and concrete monument cap shall be of colored concrete, 'Mocha #6068' sandblast finish, manufacturer Davis Colors, 800.356.4848. Concrete shall conform to the details shown on the plans and Section 303, Concrete and Masonry Construction of the provisions. Contractor shall submit 'Shop Drawings' prior to manufacturing of Circular Pavers and Monument Cap for Engineer's approval.

303-10.1 Measurement and Payment.

Payment for circular pavers installation shall be per the Contract unit price per unit for FURNISH AND INSTALL CIRCULAR PAVERS

303-11 CAST-IN-PLACE CONCRETE BENCHES, CONCRETE PARK SIGNS, CONCRETE MOW CURBS AND CONCRETE BANDS

Cast-in-Place Concrete Benches, Concrete Park Signs, Concrete Headers and Concrete Bands shall be of pour-in-place concrete. Concrete shall conform to the details shown on the plans and Section 303, Concrete and Masonry Construction of these provisions.

Cast-in-Place Concrete Benches and Concrete Parks signs shall be of colored concrete, 'Graphite #8084 – Carbon' sandblast finish, manufacturer Davis Colors, 800.356.4848. Concrete shall conform to the details shown on the plans and Section 303, Concrete and Masonry Construction of these provisions.

Cast-in-Place Concrete Mow Curbs shall be of colored concrete, 'Sandstone #5237' sandblast finish, manufacturer Davis Colors, 800.356.4848. Concrete shall conform to the details shown on the plans and Section 303, Concrete and Masonry Construction of these provisions.

Cast-in-Place Concrete Bands shall be of colored concrete, 'Mocha #6058' sandblast finish, manufacturer Davis Colors, 800.356.4848. Concrete shall conform to the details shown on the plans and Section 303, Concrete and Masonry Construction of these provisions.

303-11.1 Measurement and Payment.

Payment for cast-in-place concrete benches, concrete mow curbs and concrete bands shall be per the Contract unit price per linear foot. Payment for cast-in-place concrete park signs shall be per Contract unit price per unit.

Payment for skateboard deterrents shall be considered as part of contract unit price for PCC CONCRETE BENCHES and no additional payment will be allowed therefore.

303-12 FLAG POLE SLEEVES

Flag pole sleeves shall conform to the details shown on the plans and Section 303, Concrete and Masonry Construction of these provisions.

303-12.1 Measurement and Payment.

Payment for flag pole sleeves and installation shall be per the Contract unit price per unit.

303-13 TIME CAPSULE VAULT

Time capsule vault shall conform to the details shown on the plans, sheet L.1.1, detail 5, and Section 303, Concrete and Masonry Construction of these provisions and includes concrete monument cap. Time capsule shall be provided by the City of Torrance.

303-12.1 Measurement and Payment.

Payment for the Time Capsule Vault construction and installation shall be per the Contract unit price.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS

Add the following subsection:

306-1.1.7 Excavation in Lawn Areas. Where pipeline excavation occurs in lawn areas, the sod shall be carefully removed and stockpiled to preserve it for replacement. Excavated material from the trench may be placed on the lawn provided a drop cloth or other suitable method is employed to protect the lawn from damage. The lawn shall not remain covered for more than seventy-two (72) hours. Immediately after completion of backfilling and testing of the pipeline, the sod shall be replaced in a manner so as to restore the lawn as near possible to its original condition.

Except where trees are shown on the Plans to be removed or as noted in these specifications, trees shall be protected from injury during construction operations. No tree roots over 2 inches in diameter shall be cut without express permission of the Engineer. Trees shall be supported during excavation as may be directed by the Engineer.

SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNALS (Replaced with Section 86 of Caltrans Standard Specifications)

Add the following subsections:

86-2.05E Street Light Conduit.

The Contractor shall install underground PVC conduits, not less than 30" below final finished grade elevation. Conduits shall include pull ropes for the wiring of street lights shown on the Plans. The location of the conduit shown on the plans is schematic only, and the Contractor shall coordinate the proposed location with the Engineer. Exact location shall be approved by the Engineer.

The Contractor shall install a handhole for each street light and/or splice per the Edison Company Standard UGS 205. Sizes shall be per the Edison Company requirements.

Payment for all Work in this subsection shall be made on a lump sum basis per the Contract unit price for STREET LIGHT INSTALLATION and shall include all conduits, wiring, handholes, pull ropes, street light cut-outs including temporary pavement, and incidentals.

86-2.05F Street Light Conduit (Existing Lights). The Contractor shall be responsible to modify the existing street lighting system to maintain power to existing lights to remain on to the satisfaction of the Engineer. All costs thereof shall be included in the Contract unit price for STREET LIGHT INSTALLATION.

86-2.06 PULL BOXES

86-2.06A Materials. Replace the entire subsection with the following:

Pull boxes, covers and extensions for installation in the ground or in sidewalk areas shall be of the sizes and details shown on the Plans and shall be precast of reinforced Portland Cement Concrete (PCC). Plastic pull boxes shall not be used.

Pull boxes and covers for installation in structures shall be of the sizes and details shown on the Plans.

Covers shall be secured with 3/8 inch bolts, cap screws, or studs, and nuts which shall be of brass, stainless steel or other non-corroding material. Stainless steel hold-down bolts, cap screws or studs, and nuts and washers shall have a chromium content of not less than 18 percent and a nickel content of not less than 8 percent.

All ferrous metal parts shall be galvanized in conformance with the provisions in Section 75-1.05 of the Caltrans Standard Specifications.

86-2.06C Installation and Use. Replace the entire subsection with the following:

Pull boxes shall be installed at the locations shown on the Plans. The Contractor may, at the Contractor's expense, install additional pull boxes to facilitate the work.

The bottoms of pull boxes installed in the ground or in sidewalk areas, shall be bedded in crushed rock as shown on the Plans. Grout in the bottom of pull boxes will not be required.

Where the sump of an existing pull box is disturbed by the Contractor's operations, the sump shall be reconstructed to the satisfaction of the Engineer.

86-2.08 CONDUCTORS AND CABLES. Add the following:

All conductors shall be THW. The Contractor shall provide all new conductors unless otherwise shown on the Plans or provided for in these Special Provisions.

86-2.09 WIRING

86-2.09C Connectors and Terminals. Add the following:

Conductors #10 AWG or larger shall be spliced by the use of approved "C" shaped compression connectors.

86-2.09D Splicing and Terminations. Add the following:

No splicing shall be permitted except for signal and lighting commons. All conductors shall extend from the cabinet to the terminal compartment in each pole.

Conductors #10 AWG or larger shall be spliced by the use of approved "C" shaped compression connectors.

86-2.09E Splice Insulation. Replace the last paragraph with the following:

The Contractor shall use splice insulation "Method B".

86-2.11 SERVICE. Add the following:

Existing electrical service point shall be reused

86-7 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT

86-7.01 Removing Electrical Equipment. Replace the first paragraph with the following:

Existing electrical equipment shown on the Plans or specified in these Special Provisions to be removed and not reused or salvaged, and pull boxes, conduit and detector frames not reused, shall become the property of the Contractor.

86-8 PAYMENT

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

- Payment for STREET LIGHT INSTALLATION will be made per each unit for installation of light standard including base and luminaire.
- This includes conduit, wiring, trenching, earthwork, and other misc. items for installation complete in place of the lighting electrical system.
- Pull boxes, pedestals, pads and grounding are also included in the payment for STREET LIGHT INSTALLATION.

Payment for lighting will include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing, modifying or removing the lighting as specified in these Special Provisions.

Full compensation for all additional material and labor, not shown on the Plans or specified, which are necessary to complete the installation, modification, or relocation of lighting, shall be considered as included in the prices paid for lighting and no additional compensation will be allowed therefor.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2 EARTHWORK AND TOPSOIL PLACEMENT

308-2.1 General. Add the following:

The landscape work shall not begin until all other trades have repaired all areas of settlement, erosion, rutting, etc., and the soils have been re-established, recompact and refinished to final grades. The Engineer shall be notified of all areas where the landscape work is prevented from being executed.

Finish soil level shall be two inches below tops of curbs and rock paving areas; if existing amended soil is inadequate to meet this grade, Contractor shall provide import topsoil as necessary, in addition to amendments as required by Agricultural Soil Suitability Report, and shall mix import with native soil to prevent layering and facilitate permeability.

Surface drainage shall be provided by modeling the surfaces to facilitate the natural run-off of water forward the center of median islands to prevent flow onto adjacent street. Low spots and pockets shall be filled with topsoil and graded smooth to drain properly.

308-2.2 Trench Excavation and Backfill. Subparagraph 2) is amended as follows:

- 2) Waterlines continuously pressurized – 36 inches (42 inches under roadways).

Subparagraph 3) is amended as follows:

- 1) Lateral sprinkler lines – 12 inches (30 inches under roadways).

Add the following:

Excavations shall be straight with vertical sides, even grade, and support pipe continuously on bottom of trench. Trenching excavation shall follow layout indicated on drawings to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade. Size trenches and other excavations to accommodate the irrigation system components, conduits, and other required facilities. Provide additional space to ensure proper installation and access for inspections.

- 1) Trenching for irrigation system shall be done after completion of soil conditioning and finish grading operations.
- 2) Make the bottom of trenches true to grade and free of protruding stones, roots, or other matter which would prevent bedding of pipe or other facilities.

Trenches shall not be backfilled until required tests are performed.

- 1) Backfill trenches so that the specified thickness and density of the topsoil is restored throughout the entire depth of the trench.

- 2) Backfill may be flood compacted in landscaped areas to a dry density equal to adjacent soil in planting areas. Backfill shall join flush to adjacent grades without dips, sunken areas, humps or other surface irregularities.
- 3) Mechanical compacted backfill shall be by means of hand-directed mechanical tampers in 4 inch lifts or roller equipment including sheeps foot, grid, smooth wheel (non-vibratory), pneumatic-tired (non-vibratory), and segmented wheel in maximum 12 inch lifts.

If settlement occurs and subsequent adjustments of pipes, valves, irrigation heads, planting areas, or other construction are necessary, Contractor shall make required adjustments without additional cost to the CITY.

308-2.3 Topsoil Preparation and Conditioning.

308-2.3.1 General. Add the following:

Before soil preparation operations are started in any area, the Contractor shall remove and dispose of all trash and any other debris on the surface of the ground.

The Contractor shall perform weed eradication on any exposed non-paved areas of medians. The Contractor shall irrigate the entire project site a minimum of six (6) times over fourteen (14) days to germinate existing weed seeds. Allow weed seeds to grow until they reach a maximum height of two to three inches. A post-emergent herbicide spray material ("Roundup" or approved equal) shall then be applied per the manufacturer's specifications and instructions. The sequence of operations shall be approved by the CITY prior to beginning spraying operations. Before applying any chemical spray material, the Contractor shall obtain the CITY written approval of the material to be used, the rate, and method of application.

Any weed growth that subsequently appears shall be removed manually or killed by additional spraying before the weeds exceed two (2) inches in height. At the time of planting, each area to be planted shall be free of living weeds of any height.

The Contractor immediately shall remove and dispose of weed growth and all other debris generated by clearing and grubbing daily or as directed by the CITY.

308-2.3.2 Fertilizing and Conditioning Procedures. Add the following:

For bidding purposes, the conditioning material per 1,000 square feet shall be:

- a) Four (4) cubic yards nitrogen stabilized organic amendment derived from redwood, fir or cedar sawdust.
- b) Fifteen (15) lbs. 12-12-12 commercial fertilizer.
- c) Fifteen (15) lbs. soil sulfur.

For bidding purposes, the Contractor shall apply post-plant fertilizer at the rate of fifteen pounds (15 lbs.) per 1,000 sq. ft., thirty (30) days after planting and once again at the end of the ninety-day post-construction maintenance period.

Prior to ordering soil amendment and fertilizer materials, the Contractor shall, at his/ her own expense, obtain a minimum of three (3) samples of native site soil from different locations and

have them tested at an approved soil analysis laboratory. Analysis shall include recommendations for soil amendment, backfill mix, and maintenance fertilization, and shall be submitted to the CITY for review and approval. At the CITY's direction, Contractor shall follow recommendations of Agricultural Soil Suitability Report at no additional cost to the CITY unless there are significant differences in quantity and nature of amendments between bid documents and Agricultural Soil Suitability Report.

308-2.4 Finish Grading. Replace the second paragraph with the following:

The finish grade below adjacent paving, curbs or headers shall be one inch in lawn areas and three inches in shrub or groundcover areas.

Add after third paragraph:

Final grades shall be 1 inch below value boxes, headers, cleanouts, drains, maintenance pits and similar structures unless noted otherwise on Drawings.

Add the following:

Drainage:

- 1) Finish grading shall ensure proper drainage of the site as determined by the Engineer.
- 2) Surface drainage shall be away from all building foundations, and towards drains.
- 3) Flow lines, designated or not, shall be graded and maintained to allow free flow of surface water.
- 4) If any drainage problems arise during construction period due to Contractor's work (such as, but not limited to, low spots, slides, gullies and general erosion), Contractor shall be responsible for repairing these areas to a condition equal to their original condition, and in so doing shall prevent further drainage problems from occurring.

308-4 PLANTING

308-4.1. General. Add the following:

Planting work shall not begin until the area's irrigation system has been installed, operational and passed inspection.

Inspection and approval of specimens shall be required before delivery to site; all others on delivery. Any plants rendered unsuitable for planting because of this inspection shall be considered as samples and shall not be paid for. In case the sample plants inspected are found to be defective, the Engineer reserves the right to reject the entire lot or lots of plants represented by the defective samples. Rejected plants shall be removed from the site immediately. Random samples will be inspected for root condition.

All plants shall be true to name, and one of each bundle or lot shall be tagged with the name and size of plants, in accordance with the standards of practice recommended by the American Association of Nurserymen. The root condition of plants furnished in containers shall be determined by removal of earth from the roots of not less than two (2) plants, nor more than 2 percent (2%) of the total number of plants of each species or variety, except when container-grown plants are from several different sources; in which case, the roots of not less than two (2) plants of each species or variety from each source shall be inspected by the Engineer at his option. The

selection of plants to be inspected will be made by the Engineer.

All plants of the same species and container size (i.e., the same specification) shall be uniform in size and shape and at the same stage of growth to the satisfaction of the Engineer.

All plants shall be fully acclimated and in an active growing state.

All plants shall be full-sized and shall have root systems at a fully developed state within the container.

Hair roots should extend to the edge of the container. No plant shall be root-bound. Root balls may require scarification to the satisfaction of the Engineer.

No boxed, balled or canned plants shall be planted if the ball is broken or cracked, whether before or during the process of planting. Any plant transplanted by the Contractor that dies or has bark, branch or die-back injury shall be replaced at the Contractor's expense with an equal plant to the satisfaction of the Engineer.

Before plants are transported to the planting area, they shall be properly pruned or cut back to reduce damage by wind or vehicles, and to force lateral growth. The Contractor shall remove all lateral growth that is not acceptable and/or shape all plants to the satisfaction of the Engineer.

No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Plants should not be allowed to dry out, nor shall any roots be exposed to the air except during the act of placement. Any plant that, in the opinion of the Engineer, is dry or in a wilted condition when delivered or thereafter, whether in place or not, will not be accepted and shall be replaced at the Contractor's expense.

All inspections herein specified shall be made by the Engineer. The Contractor shall request inspection at least 48 hours in advance of the time inspection is required. Inspection shall be required on the following stages of the work:

- (a) During preliminary grading, soil preparation, and initial weeding.
- (b) When plants are spotted for planting, but before planting holes have been excavated.
- (c) When finish grading has been completed.
- (d) When all specified work, except the maintenance period has been completed.
- (e) Final inspection at the completion of the maintenance period.

The Contractor's failure to obtain inspection will extend the start and/or finish of the maintenance period as applicable, unless otherwise agreed to in writing by the Engineer.

308-4.5 Tree and Shrub Planting. Replace the fourth paragraph with the following:

Place native site soil without amendment in the bottoms of planting holes up to the bottom of the new plant root ball.

Set new plant so that crown shall be one inch above the surrounding natural grade.

Backfill planting holes around the sides of the new plant root ball up to the surface with a prepared soil mix conforming to the following requirements (note this mix is for bidding purposes; see section 308-2.3.2):

- 4 parts by volume nitrogen-stabilized organic amendment
- 6 parts by volume on-site soil*

- 1 lb. 12-12-12 commercial fertilizer per cubic yard of mix
- 2 lbs. iron sulfate per cubic yard of mix

*from area(s) approved by Engineer

The materials shall be thoroughly mixed to the bottom of the pit so that they are evenly distributed and without clods or lumps. Backfill shall be so placed in the pits that the plant will be at its natural growing height and the backfill material will be level one inch below surrounding soil after settlement.

Fertilizer planting tablets twenty-one (21) gram size and shall be placed with each plant at the following rates:

- One (1) tablet per one (1) gallon container;
- Two (2) tablets per five (5) gallon container;
- Four (4) tablets per fifteen (15) gallon container;
- Eight (8) tablets per 24" box container
- One (1) tablet per each three inches (3") of box size greater than 24".

Center plant in pit or trench on slight pedestal. Face plants with fullest growth into prevailing wind. Set plant plumb and hold rigidly in position until soil has been tamped firmly around ball or roots. Position the plant in the hole and backfill no higher than halfway up the root ball. If required, place the recommended number of tablets evenly around the perimeter of, and immediately adjacent to, the root ball at a depth which is between the middle and the bottom of the root ball. Complete the backfilling, tamp (eliminating all air voids) and water. Do not pack.

Except for street trees, construct a berm 4" above finish grade, extending 4" to 6" beyond edge of root ball, forming a watering basin with a level bottom around each plant. After a minimum of three (3) days soaking and the regular irrigation system is operating, the berm area shall be smoothed to finish grade.

308-4.10 Parkway Trees

308-4.10.1 General. The CITY maintains a tree conservation policy. The Contractor is required to assist the CITY in its efforts to conserve trees.

The Contractor shall be required to provide a Consulting Arborist (CA) to review and guide its operations that may impact trees to remain. The CA shall be required to be a member of the American Society of Consulting Arborists (310-947-0483) and have Certification as an Arborist by the International Society of Arboriculture (217-355-9411), unless otherwise approved by the Engineer.

The CA shall inspect all work locations and assess the impact of construction on existing trees to remain. If the CA determines that destructive impact is likely, Contractor is required to modify its operations to reduce the likelihood of damage to the fullest extent feasible. Contractor shall be responsible to schedule its operations in a manner that will permit the CA to view areas after removals and prior to construction, as necessary.

The CA shall spot-check representative operations and modifications employed to protect existing trees. A preliminary identification of trees that may potentially be impacted has been made by the Engineer. The CA shall check these and other locations to assure adequate protective measures are taken.

There shall be no separate payment for the services of the CA. All costs for the CA shall be

included in the prices bid for appurtenant work.

308-4.10.2 Conservation Methods. Manual operations shall be employed for the removal of sod and soil to establish a finished grade within 4 feet of existing trees to remain.

Tree root systems must remain adequate to withstand heavy windstorms.

Construction equipment, materials, sand, soil, gravel, or other material shall not be placed, parked or stored on the surface of any unpaved areas within the driplines (outermost reach of branches) of street trees. No chemicals, rinstates, or petroleum products shall be deposited within the driplines of street trees.

308-4.10.3 Root Barrier and Pruning. Roots shall be pruned immediately adjacent to the edge of the sidewalk and the back of curb. Cuts shall be 4-inches wide and 14-inches and 18-inches deep adjacent to sidewalk and curb and gutter respectively. The cuts shall extend 6 feet in each direction along the curb from the center of the tree trunk for a total length of 12 feet or as directed by the Engineer.

Root pruning equipment shall be specifically designed for this purpose, sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of the roadway or curbs.

Areas root pruned shall be backfilled with Class "C" topsoil either immediately upon completion of root pruning or upon completion of the adjacent work provided that adequate safety and warning devices are placed and maintained at each location.

The Contractor shall repair or replace all utility service connections and sprinkler systems within the right-of-way which are damaged or removed as a result of the root pruning operation. Repairs shall be initiated immediately upon the occurrence of damage or removal and completed by the end of each working day. Repairs and replacements shall be the equivalent of, or better than, the existing improvements in material, dimension, and function. All repairs shall be at the Contractor's expense and to the satisfaction of the Engineer.

Root sealer shall be approved by the Engineer a minimum of two (2) working days prior to the start of root pruning operations and shall be applied to all cut root areas which are larger than 50mm (2 inches) in diameter. The approved sealer shall be applied as soon as practical after the cuts have been made.

Exposed tree roots shall be covered with mulch and watered from a period immediately following curb and gutter removal, until the area is backfilled following construction.

The root barrier shown in City of Torrance Standard Plan No. T402 is hereby deleted from this project. Refer to Plan Sheet L-2 and Detail 4/L-2.1 of the project plans and Section 212-1.6 – Root Barriers of these Special Provisions.

308-5 IRRIGATION SYSTEM INSTALLATION

308-5.1 General. Add to the last paragraph:

The record drawings of the irrigation system shall show locations and depths of the following items:

- a) Points of connection.

- b) Routing of sprinkler pressure lines (dimension at a maximum of 100 feet along routing).
- c) All gate valves.
- d) Quick coupling valves.
- e) Rerouting of control wires.
- f) Other related equipment (as directed by Engineer).

The Contractor shall verify the water pressure available at the site before installation of the irrigation system to make sure there is adequate pressure to properly operate the irrigation heads and valves. If the pressure provided at Work site or any other Work condition will create problems that will prevent proper operation of the irrigation system, the Engineer shall be notified before commencement of any work.

Minor additions and adjustments of heads, piping, and circuits shall be made at no additional cost to the CITY where it is necessary to make the irrigation system operate properly.

Irrigation system shall comply with Assembly Bill 1881.

Contractor shall provide a qualified supervisor who shall be present at all times during execution of the work. He shall be familiar with the type of materials being installed and the manufacturers' recommended methods of installation, and direct all work performed under this section.

Temporary repairs: At any time the Contractor is not available, the CITY reserves the right to make temporary repairs as necessary to stop leaks and keep the sprinkler system in operating condition, and to charge the Contractor for labor and materials associated with such repairs.

Inspections: The CITY representative will inspect as follows. Contractor shall request inspections at least 48 hours in advance, and shall not cover any work to be inspected prior to inspection.

- Preconstruction conference, prior to any irrigation work under this section.
- During flushing of lines.
- During pressure tests.
- During coverage tests.
- Final observation of completed installation prior to start of 90 day maintenance period.
- At completion of the maintenance period.

Record Drawings: Contractor shall mark on reproducible copies of the irrigation plans the installed locations of all main lines, control valves, controllers, quick coupler valves, and plugged or capped outlets by measured dimensions. Measurements shall be taken from permanently established points of paving or curbs. Depth of main lines shall be shown below finished grades. Record drawings shall be kept on site for daily observation by the CITY representative, and final corrected drawings delivered to the CITY before acceptance of the work. Delivery of drawings does not relieve the Contractor of responsibility to provide any further information that may be omitted from the prints.

308-5.2 Irrigation Pipeline Installation

308-5.2.1 General. Add the following:

Trenching machines or other mechanical means of excavation shall not be used for excavation of trenches where such use may damage existing improvements. However, in any case, the Contractor will be held responsible for any damage to existing improvements caused by their

operations and any damage so occurring shall be repaired to the satisfaction of the Engineer by and at the expense of the Contractor.

Trenches for pipe shall be cut to required grade, lines, and compacted to provide accurate grade and uniform bearing for the full length of the line. Contractor shall perform minor adjustments to avoid existing utilities as directed without additional cost. "Pulling" of pipe and/or control wires will not be permitted.

Where pipe must be laid under existing paving, it shall be done by jacking, boring, or hydraulic driving. If cutting or breaking of any paving is necessary, it shall be done and replaced with like material at the Contractor's expense after approval by the CITY.

At any location where irrigation pipe has less than 15" of cover due to interferences or other adjustments, the Contractor shall, at its own expense, provide a galvanized sleeve or other protection to the satisfaction of the Engineer. No extra costs shall be allowed for this protection.

Backfilling: Backfill shall not be placed until the installed irrigation system has been inspected, approved, and tested in the presence of the CITY representative. Backfill material shall be clean site soil. Unsuitable material, including clods and rocks over 2 inches in size, shall be removed from the premises and disposed of legally at no extra cost to CITY. No large or sharp rocks shall bear directly on the pipe. All backfilling in landscape areas shall be done carefully and shall be properly tamped to 85% compaction. Backfill under asphalt pavement, roads, etc., shall be compacted with not less than 95% of Modified Proctor Dry Density attained in any subgrade or sub-base layer for pavement construction.

Unless otherwise directed by the Engineer, pressure piping shall be provided with PCC thrust blocks. Thrust blocks shall be constructed at the following places:

- a) Where pipe changes direction at fittings.
- b) Where pipe changes size.
- c) Where line terminates.
- d) Around gate valves (bottom half of valve in concrete; bolts exposed for change of top half).

308-5.3 Installation of Valves, Valve Boxes, and Special Equipment. Modify the second sentence of the fifth paragraph to read:

In lawn areas, such equipment shall be installed in valve boxes as described in 212-2.2.7 of these Special Provisions. Boxes shall be set level on 1 cubic foot (1'x1'x1') of gravel. The top of the box shall be set at grade where adjacent to pavement.

Add the following after the fifth paragraph:

Remote Control Valves shall be installed in accordance with SPPWC Standard Plans and manufacturer's specifications. Remote control valves shall be 6 inches to 8 inches below finished grade, measured to top of cross arm in "open" position, or as detailed on the Plans.

Add to the last paragraph.

Sterilization: Contractor shall insure that water lines upstream of backflow preventers are sterilized in accordance with AWWA Specification C601. All new water lines shall be sterilized for a minimum of 24 hours and shall meet all test requirements before they are placed in service. Existing water lines that are opened shall be sterilized for the maximum chlorine retention period consistent with the need for service; however, the retention period shall not be less than two hours.

308-5.4 Sprinkler Head Installation and Adjustment. Add the following:

Contractor shall field verify all horizontal and vertical site dimensions prior to staking of heads. In the event of discrepancies, immediately notify the CITY. Do not proceed with trenching or installation in these areas until discrepancies have been fully resolved.

Contractor shall not exceed the maximum spacing or the GPM or pipe sizes shown on the Contract Drawings. If spacing demands additional or less materials, adjustments shall be made without additional cost to the CITY.

Sprinkler head installation: Sprinkler heads shall be installed in the locations and as noted or detailed on the Plans, and per manufacturer's recommendations.

Reducer tees shall be used at all sprinkler risers where a pipe size changes. Bushings shall not be allowed where reducer tees may be used. PVC saddles shall not be allowed.

Sprinkler head adjustments shall be made by fully opening the sprinkler furthest from the control valve, after setting all shut-off valves in the system to full open position. The manual adjustment of the control valve shall be opened slightly to obtain a 12-inch high spray at the sprinkler mentioned above. After this condition has been met, all other sprinklers in the section shall be adjusted for equal height sprays, regulating the control valve to obtain the catalog rated pressure for the sprinkler installed. Individual heads shall be rotated, nozzles changed to different arcs or throws, and pressure-compensating screens (PCS) added as required to keep sprays within the landscape areas and prevent overspray onto paving. PCS screens and various nozzles shall be provided by the Contractor as necessary at no additional cost to the CITY.

308-5.4.2 Location, Elevation, and Spacing. Add the following to the first paragraph:

Any deviation to spacing and location of sprinkler heads shall be reported to the Engineer and have his approval before installation.

Add the following:

The Contractor shall coordinate the installation of all sprinkler heads, including pipe, with the Plans to avoid interfering with trees or other planting and/or permanent pavement.

No spray from sprinkler heads will be permitted to throw into public streets or onto walks, driveways or parking areas.

308-5.5 Automatic Control System Installation. Add the following:

Laying of control wires (24 volt): Lay wires in common trench with main lines wherever possible. Splicing is allowed with 24" expansion loop only in electrical junction box with bolt down lid. Common wire shall be white in color and station wires shall each be a different color and a consistent color throughout runs. Common wire and pilot wires shall be tagged with 1/4" wide embossed plastic

labeling tape, showing controller and station number designation. Use plastic electrical tape and bind all control wires in bundles at 10-foot intervals. All splices shall be waterproof.

Installation of automatic controller and related appurtenances: Controller shall be installed in the location and as noted and detailed on Plans, and per manufacturer's recommendations.

Controller programming: Automatic controller shall be programmed by the Contractor in coordination with the CITY's maintenance personnel, as appropriate to provide adequate water to new and existing plantings for prevailing weather conditions.

308-5.6 Flushing and Testing. Add the following:

Flushing pressurized main lines: Mains shall be flushed before attaching remote control valves or quick coupler valves, with pipe centerloaded. All water discharged during flushing shall be temporarily piped up and out of trenches, to keep trenches dry for pressure tests to follow. Install valves after approval of flushing procedure by CITY.

Flushing non-pressurized lateral lines: Laterals shall be flushed before sprinkler heads are installed. Cap all risers, apply pressure, remove caps in sequence starting at cap nearest the control valve. Replace caps before removing caps to follow; continue to end of each lateral. Flush until all foreign matter and mud is cleared of the system. Contractor to provide all materials needed for flushing operations.

Pressure testing: All pressure lines shall be tested after flushing under hydrostatic pressure of 125 lbs per square, and all non-pressure lines shall be tested for water tightness. Contractor shall provide all equipment for hydrostatic test, including force pump and pressure gauges. Pressure shall be sustained without pressure drop in main lines for not less than two hours. If leaks develop, the joints shall be replaced or leaks corrected in a mechanical manner without use of epoxy filler or other filler compounds, and the test repeated until the entire system is proven watertight. Tests shall be observed and approved by the CITY prior to backfill or before burial and concealment of lines.

Coverage test: Upon completion of each phase of the work, Contractor shall check and adjust each sprinkler head to meet the site and Plan requirements. When the sprinkler system is completed, Contractor shall perform a coverage test in the presence of the CITY representative, to determine that water applied to planting areas is complete and adequate. Contractor shall furnish all materials and perform all work required to correct any coverage inadequacies at no additional cost to the CITY. Contractor shall inform the CITY of any deviation from the plan required due to wind, planting, soil or site conditions that may affect proper coverage.

Add the following subsections:

308-5.7 Controller Charts. Upon completion of the Work, the control system shall be in operating condition with an operational chart mounted in the controller cabinet.

The Contractor shall provide two controller charts for each controller supplied showing the area covered by the automatic controller on the maximum size sheet which the controller or controller cabinet door will allow. The chart may be a reduced drawing of the actual as-built system. However, in the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged or redrawn to a size that will be readable.

The chart shall be a blackline print, and a different color shall be used to show area of coverage for each station.

When completed and approved, one of the charts shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils. thick. This chart shall be mounted using Velcro or approved equal type of tape. The other chart shall be given to the Engineer.

These charts shall be completed and approved prior to final inspection of the irrigation system.

308-6 MAINTENANCE AND PLANT ESTABLISHMENT

Replace the entire subsection with the following:

The Establishment and Maintenance Period shall begin on the first day after all planting in this Work is completed and accepted, and shall continue thereafter until 90 calendar days have passed. Notify the Engineer at least seven (7) days in advance of completion. Failure by the Contractor to notify the Engineer will delay the start of the Establishment and Maintenance Period.

Should the Establishment and Maintenance Period be extended beyond the prescribed 90 calendar days because of rejection by the Engineer for whatever reason, the entire installation shall remain the responsibility of the Contractor unless otherwise determined by the Engineer. Any rejected material shall be replaced and the 90 calendar day Establishment and Maintenance Period shall be restarted from that time for the replaced material only.

All areas landscaped or restored under this Contract shall be maintained by the Contractor. The Contractor, without any expense to the CITY, shall weed the planted areas as needed and shall remove all accumulated debris from the landscaped areas as needed and/or as called for by the Engineer.

One month after planting and once again at the end of the 90 calendar day Establishment and Maintenance Period, Contractor shall fertilize plants with 12-12-12 (N-P-K) commercial fertilizer at the rate of fifteen (15) pounds per 1,000 square feet of planting area.

Apply Iron Sequestrene as specified by the manufacturer immediately at the onset of any symptom of iron chlorosis. Repeat fertilization monthly for duration of maintenance period.

The above fertilization schedule may be revised by the Engineer if, in his/her opinion, optimal plant health and growth is not being obtained. The Contractor shall comply with all changes as directed.

Contractor shall continuously maintain, monitor, and adjust the irrigation system for 90 calendar days following completion as designated by the CITY. Maintenance shall include repair or replacement of defective equipment, repair of leaks, adjustment of heads, valve boxes, and other equipment to grade, filling of trenches where grade settles, adjustment of sprinkler throw patterns, addition of pressure reducing screens, flushing debris from nozzles, programming of controller as appropriate for weather conditions and plant establishment, and other work as directed by the CITY.

The Contractor shall be responsible to provide adequate water to all plants without over-watering. Water conservation is mandated. The Contractor shall obtain approval from the Engineer for its proposed irrigation schedule and any changes thereto.

All sprinkler heads, valve boxes, quick coupler valves, and any other equipment that may be damaged by landscape maintenance shall be set flush to finish grade, or as shown on the Plans, prior to final acceptance. Contractor shall replace any equipment damaged during the Contractor's Maintenance Period at no cost to the CITY.

All equipment shall be checked and adjusted as necessary in height, location, performance, and appearance prior to final acceptance. All damaged items shall be replaced with new materials of same kind at no cost to the CITY.

Items to be furnished by Contractor: Controller maintenance charts - provide hermetically sealed plastic covered charts in each automatic controller, showing only the systems operated by that controller. Charts to be as large as possible to fit door and meet approval of the CITY before being acceptable for insertion in plastic. Charts to be in controllers prior to the final observation. At the time of final acceptance, the Contractor shall deliver the following items to the CITY:

- One control valve key, 30" long, for every six remote control valves installed.
- Two special wrenches suitable for operating each type of shut-off valve installed.
- Two tools for disassembly and assembly or adjustment of each type of equipment used in this installation requiring special tools.
- One valve box key for every six lock lid valve boxes used in this installation.
- Two keys for automatic controller enclosure.
- Two quick coupler keys with hose-end fittings
- Operating instructions and parts lists, as printed by manufacturer of each type of equipment used.
- List of equipment with contact information for local manufacturer representatives.

308-7 GUARANTEE

Add the following:

The Contractor, without expense to the CITY, shall adjust all irrigation heads to their appropriate operational heights, shall adjust and clean or replace, if necessary, all irrigation heads so that the planting areas are properly covered and they shall be adjusted so as to prevent excessive overflow into the adjacent street right-of-way.

The CITY reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the CITY shall not relieve the Contractor of its responsibility under the terms of the Contract as herein specified.

Maintenance shall be done by qualified and experienced irrigation pipefitters.

All fifteen (15) gallon and larger trees installed under the contract shall be guaranteed to live and grow for one (1) year from the date of final acceptance of the contract work unless decline of the tree is specifically attributable to causes unrelated to installation, plant material quality, and the Contractor's maintenance practices.

All other plant material shall be guaranteed to live and grow for a period of ninety (90) calendar days from the date of final acceptance of the contract work unless decline of the plant material is specifically attributable to causes unrelated to installation, plant material quality, and the Contractor's maintenance practices.

Any plant material found to be dead, missing, or in poor condition during the post-construction maintenance period, shall be replaced immediately at the Contractor's expense. The Engineer

shall be the sole judge as to the condition of the material. Replacement shall be made to the same specifications required for the original plantings.

During the guarantee period, should the Contractor fail to expeditiously replace dead plant material upon written notification by the Engineer, the City shall cause the work to be corrected and bill the actual costs incurred to the Contractor. The date of final acceptance for the start of the guarantee period shall be following completion of the 90-day maintenance period, as designated by the CITY.

308-8 PAYMENT

Add the following subsections:

308-8.1 Payment. Payment for providing and installing prepared topsoil, furnishing and planting trees, shrubs, sodded turf and plants shall be per lump sum.

Full compensation to install the specified bid items, as shown on the Plans and in accordance with these Special Provisions, shall include, providing mulch, prepared topsoil, backfill, restoration of adjacent grass and parkway, and all appurtenant work.

308-8.2. Payment. Payment for Plant Establishment and Maintenance is considered included per the Contract unit price for 90 DAY MAINTENANCE PERIOD. Payment for Landscaping shall include full compensation for all tools, materials, labor, equipment, water and incidentals to complete this work in accordance with the Plans and Special Provisions.

APPENDIX I



City of Torrance, Community Development Department
Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

OWNER/APPLICANT INFORMATION

CONTRACTOR INFORMATION ON FILE

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

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

State License #: _____

Class: _____ Exp. Date: _____

Underground Service Alert
Call 1-800/227-2600

City Business #: _____

Workers Comp. #: _____

USA I.D. #: _____

Exp. Date: _____

JOB LOCATION/ADDRESS

(or closest street address)

Please list cross streets: _____

DESCRIPTION OF WORK

Lin/Ft Trench _____

Width of Trench _____

Lin/Ft Curb & Gutter _____

Lin/Ft Bore _____

Sewer Connection _____

Number of Curb Drains _____

Sq/Ft Asphalt _____

Sq/Ft Concrete _____

Sq/Ft Dirt _____

Work Order Number *(for utility companies)*: _____

Applicant or Authorized Signature: _____

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

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

FOR OFFICIAL USE ONLY

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



City of Torrance, Revenue Division
Business License Application

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

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

4. CORPORATE NAME (IF DIFFERENT FROM ABOVE) _____

3. BUSINESS NAME OR DBA _____

5. BUSINESS ADDRESS _____ CITY _____ STATE _____ ZIP _____

6. MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

7. NATURE OF BUSINESS (state type of business being conducted at this location) _____

8. NO. OF PERSONS WORKING AT LOCATION _____

9. BUSINESS PHONE _____

10. NAME OF PERSON MAKING APPLICATION (must be an owner, partner or corporate officer) _____

11. TITLE _____

12. HOME PHONE _____

13. RESIDENCE ADDRESS _____ CITY _____ STATE _____ ZIP _____

14. DRIVER'S LICENSE NO. _____

15. STATE SALES TAX NO. _____

16. STATE CONTRACTOR'S LICENSE NO. _____

17. SQUARE FOOTAGE _____

18. SOCIAL SECURITY NO. _____

19. FED TAX ID# _____

20. STATE TAX ID# _____

21. OWNERSHIP INFORMATION

PARTNERSHIP CORPORATION SOLE OWNERSHIP

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

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

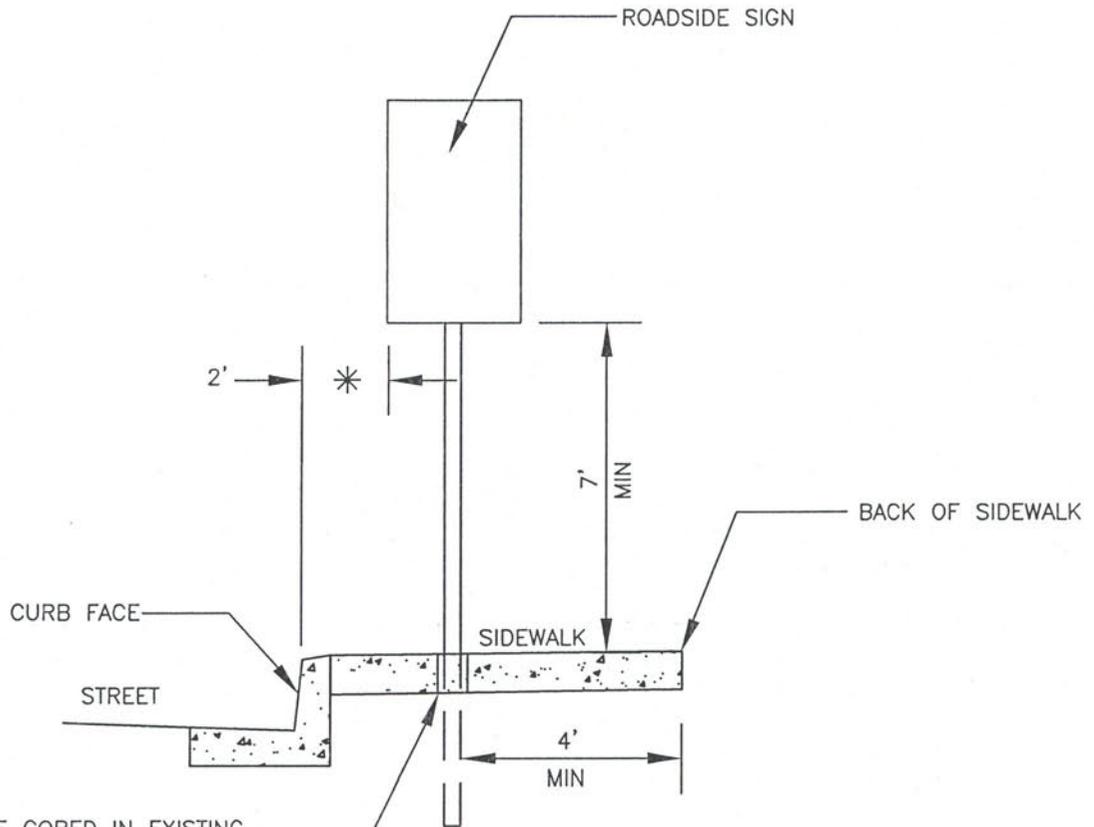
I am duly authorized to make this application. All of the information provided in this application is true and correct. The business will not provide any service, good or product which is illegal under Federal, State, or Local Laws. I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE _____ DATE _____

PART II. FOR OFFICIAL USE ONLY

BASIC FEE	APPLICATION SENT FOR ZONING? <input type="checkbox"/> YES <input type="checkbox"/> NO	FIRE INSP. FEE	OTHER
PER PERSON FEE	OTHER (cont'd)		
PENALTY FEE	HOLD	ENT. FEE	DANCE/PIANO FEE
RECEIVED BY	DATE	CHECK NO.	BANK NO.
		CASH	TOTAL AMOUNT \$

APPENDIX II



TO BE CORED IN EXISTING SDWK OR SLEEVED W/SCH 40 PVC PIPE AND NEATLY TRIMMED TO SDWK F.S.

* 1' MIN. WHERE LATERAL CLEARANCE LIMITED

NOTES :

1. THIS STANDARD APPLIES TO THE PLACEMENT OF PERMANENT ROADSIDE SIGNS, INCLUDING WARNING SIGNS, REGULATORY SIGNS, AND GUIDE SIGNS.
2. FOR SIGN POSTS WITH MULTIPLE SIGNS, THE 7-FOOT MINIMUM CLEARANCE SHALL BE TO THE BOTTOM OF THE LOWEST SIGN.

CITY OF TORRANCE

DATE ISSUED

02 JUL 2008

ROAD SIGN PLACEMENT

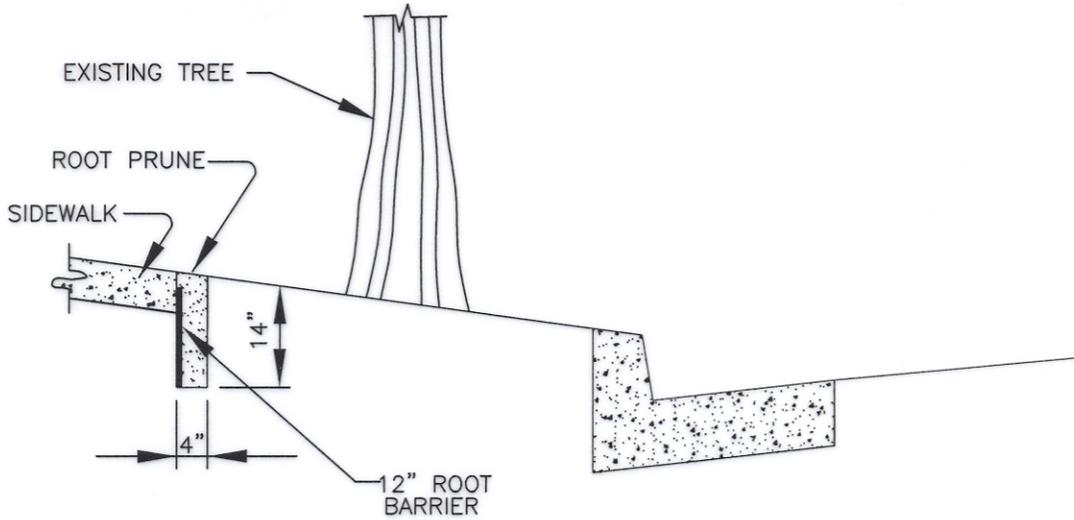
ROBERT J. BESTE
PUBLIC WORKS DIRECTOR
R.C.E. NO. 50737

STANDARD NO.

T502

SHEET 1 OF 1

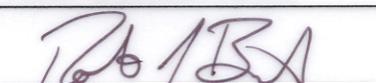
TT\T502



NOTES:

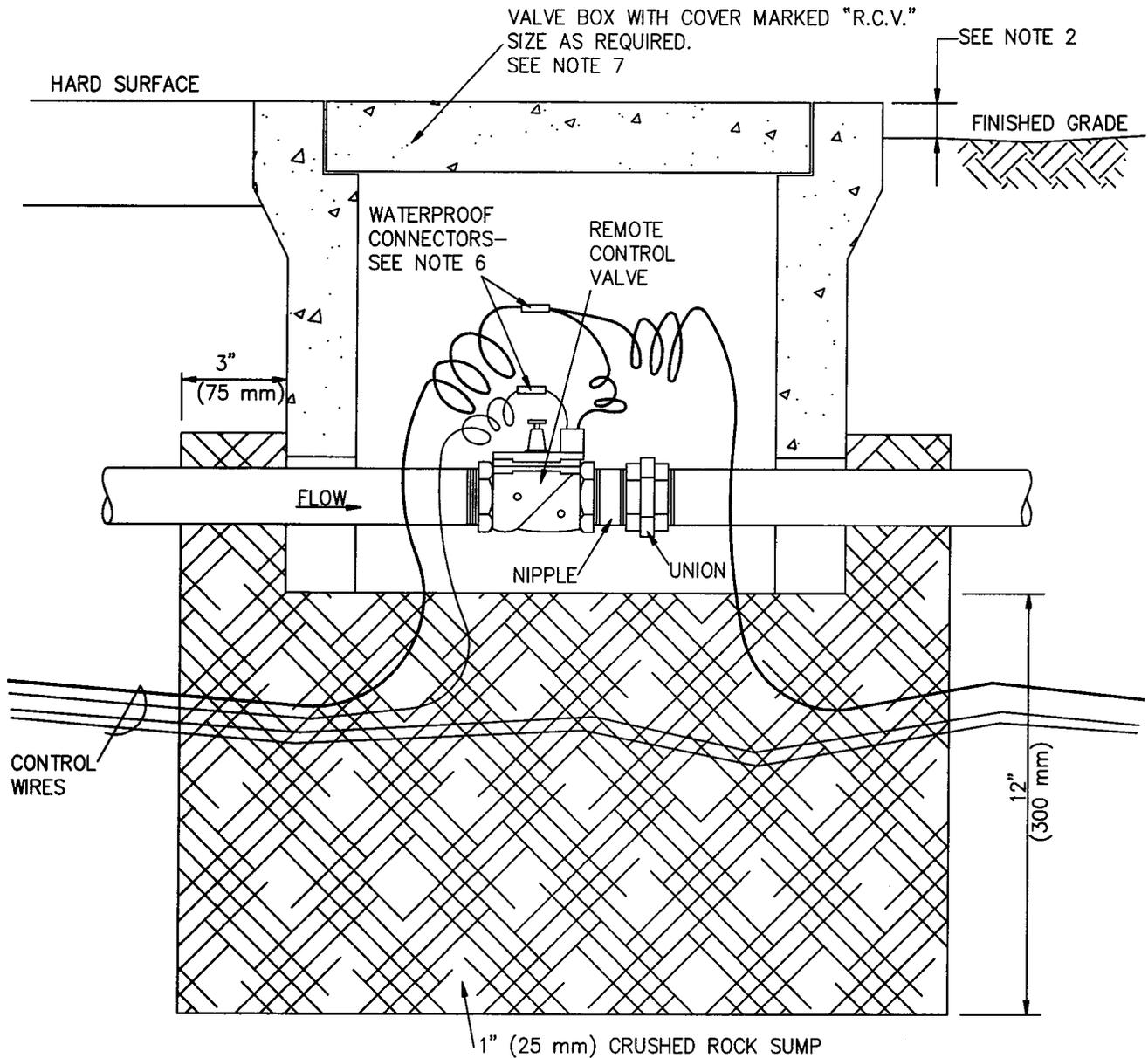
1. ROOT PRUNE ADJACENT TO SIDEWALK TO BE REPLACED DUE TO ROOT INTRUSION, 12' LONG MINIMUM. INSTALL 12' LONG ROOT BARRIER ADJACENT TO SIDEWALK AND BACKFILL WITH CLASS "C" TOPSOIL. ROOT PRUNING SHALL BE CENTERED ON EXISTING TREE OR AT ADDITIONAL LOCATIONS WHERE DIRECTED BY THE ENGINEER.
2. ROOT PRUNING SHALL BE ACCOMPLISHED BY A ROOT CUTTING METHOD THAT IS NOT DETRIMENTAL TO THE TREE. THE METHOD USED SHALL BE APPROVED BY THE ENGINEER.
3. WHEN REQUIRED, TREES SHALL BE PRUNED TO BALANCE ROOT PRUNING AND ROOT REMOVAL. TREE PRUNING SHALL BE DONE PRIOR TO ROOT PRUNING AND ROOT REMOVAL. (SEE PROJECT PLANS AND/OR SPECIFICATIONS).
4. ROOT BARRIER WHEN SPECIFIED SHALL BE FABRICATED FROM A HIGH DENSITY, HIGH IMPACT PLASTIC SUCH AS POLYVINYL CHLORIDE, ABS OR POLYETHYLENE AND SHALL HAVE A MINIMUM THICKNESS OF 0.06". THE PLASTIC SHALL HAVE 1/2" - 3/4" HIGH RAISED VERTICAL RIBS ON THE INNER SURFACE SPACED NOT MORE THAN 6" - 8" APART. ROOT BARRIER SHALL BE INSTALLED WITH RAISED RIBS PLACED TOWARDS THE TREE.
5. PROTECT EXISTING SPRINKLER SYSTEMS, WATER METERS, AND SERVICE LATERALS, AND ALL OTHER UNDERGROUND UTILITIES IF POSSIBLE. IF THESE FACILITIES ARE DAMAGED BY THE CONTRACTOR, THEY SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
6. RESEED TO MATCH EXISTING LAWNS IN EXCAVATED AREAS.

CITY OF TORRANCE

DATE ISSUED	ROOT BARRIER AND PRUNING AT EXISTING TREE LOCATIONS	STANDARD NO.
23 SEP 2009	ROBERT J. BESTE PUBLIC WORKS DIRECTOR R.C.E. NO. 50737	T402
		SHEET 1 OF 1

TT\T402

APPENDIX III



NOTES:

1. AREA AROUND BOX MAY EITHER BE PLANTED, HARD SURFACE, OR A COMBINATION OF BOTH.
2. TOP OF BOX:
 AT GRADE FOR HARD SURFACE
 1/2" (12 mm) ABOVE GRADE FOR LAWN
 1" (25 mm) ABOVE GRADE FOR GROUND COVER OR SHRUBS
3. CLOSE NIPPLES SHALL NOT BE USED.
4. CRUSHED ROCK SHALL COVER VALVE BOX PIPE OPENINGS TO PREVENT SOIL ENTRY.
5. PIPE AND FITTINGS SHALL BE SCHEDULE 80 PVC.
6. WATERPROOF CONNECTORS SHALL BE SUBJECT TO ENGINEER'S APPROVAL.
7. VALVE BOX SHALL BE AS SPECIFIED, EITHER:
 CASE 1—CONCRETE BOX w/ CONCRETE COVER
 CASE 2—CONCRETE BOX w/ LOCKING CAST IRON COVER
 CASE 3—PLASTIC BOX w/ LOCKING PLASTIC COVER
8. PROVIDE 24" (600 mm) EXPANSION LOOP FOR EACH CONTROL WIRE IN BOX.

SYMBOL ON PLAN



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
 PUBLIC WORKS STANDARDS INC.
 GREENBOOK COMMITTEE
 1984
 REV. 1996, 2005, 2009

REMOTE CONTROL VALVE

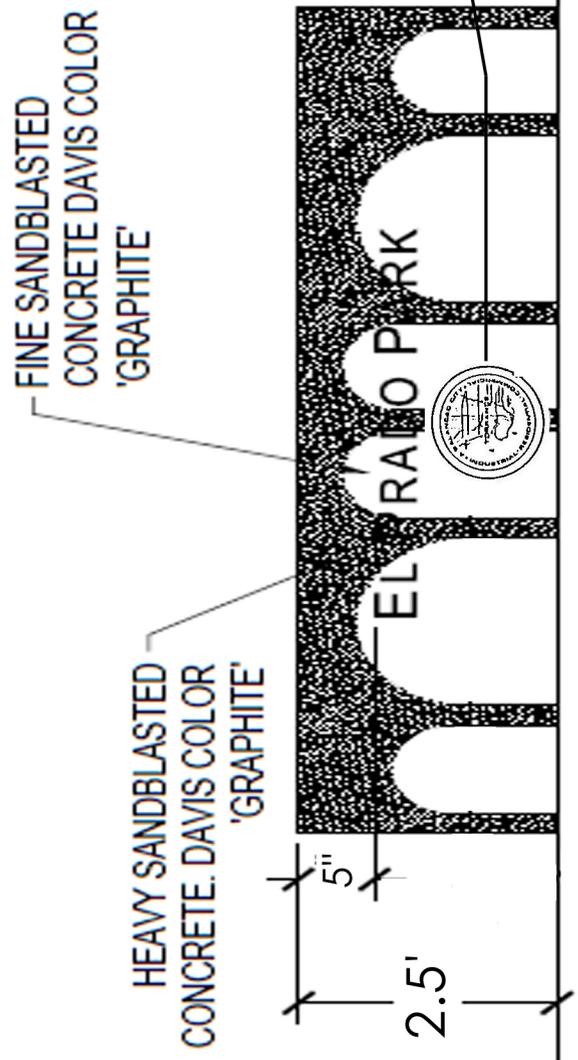
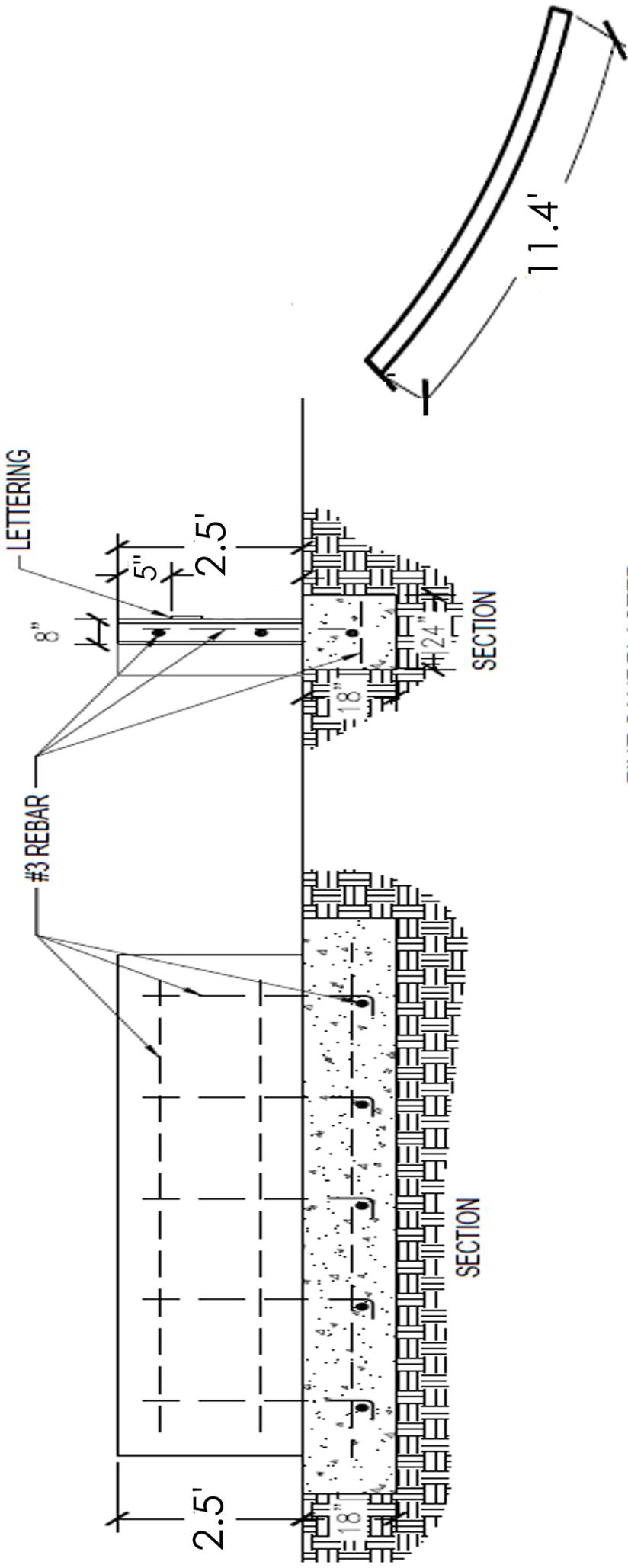
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

506-3

SHEET 1 OF 1

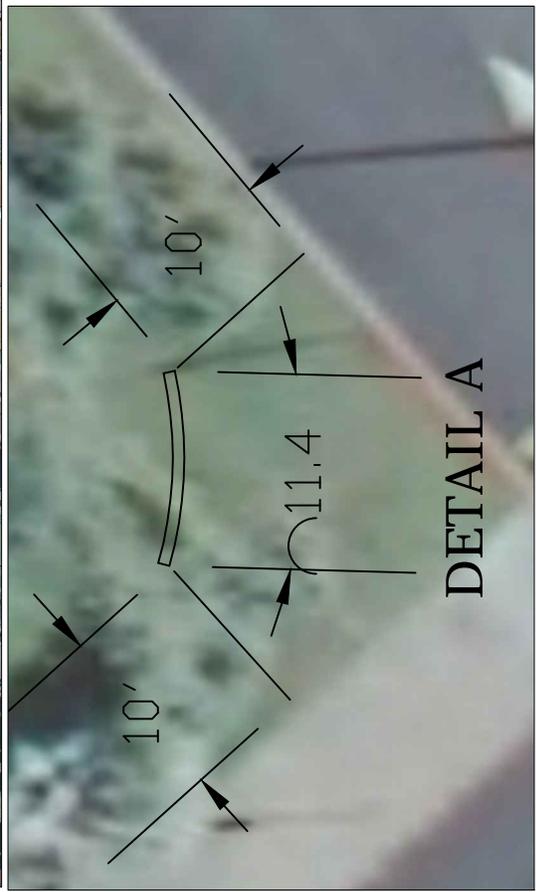
APPENDIX IV



Not To Scale



LOCATION AND DETAILS
 OF 3rd PARK SIGN TO
 BE INSTALLED WITH
 THE TORRANCE
 CENTENNIAL PLAZA
 CONSTRUCTION



APPENDIX V

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

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

Project Name: _____ Date: _____

City Contract No. _____

Project Location: _____

Thomas Guide Page/Grid No(s): _____

Contractor Name: _____

Contractor Address: _____

Contractor License #: _____

Project Duration: From: _____ To: _____

Demolition and Recycling Cost: \$ _____

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

Notes:

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

Prepared by _____ Signature _____ Phone #: _____

