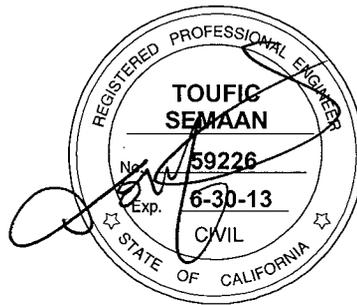


CITY OF TORRANCE

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

SLURRY SEAL OF CITY PARKING FACILITIES

B2011-37



**TOUFIC (TED) SEMAAN
Acting City Engineer**

August 2011

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SECTION A

NOTICE INVITING BIDS

CITY OF TORRANCE, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, September 8, 2011**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF
SLURRY SEAL OF CITY PARKING FACILITIES
B2011-37**

Bid Schedule (for reference only), Plan and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at:
<http://www.torranceca.gov/23249.htm>

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

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

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

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

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2011-37**

The Engineer's estimate of the contract total is between \$37,000 and \$40,000. All work shall be completed within ten (10) working days from the date of the Notice to Proceed (NTP).

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

No facsimile bids shall be accepted by the City.

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

The City has determined that a Class A or C-12 Contractor's license is necessary to bid this project.

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

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

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

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

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

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

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

C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Work site(s), 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(s).

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required Bid Proposal Documents:

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

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

4. Disadvantaged Business Enterprise (DBE) Requirements

This project has no DBE requirements.

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

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

G. AWARD OF CONTRACT

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

H. EXECUTION OF CONTRACT

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

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

I. APPRENTICESHIP EMPLOYMENT STANDARDS

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

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

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

K. INSURANCE

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

L. PRE-BID INQUIRIES

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

SECTION C

BID DOCUMENT

BIDDER'S PROPOSAL

COMPANY: _____

TOTAL BID: _____

SLURRY SEAL OF CITY PARKING FACILITIES B2011-37

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

Members of the Council:

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

BID SCHEDULE

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$	\$
2	TRAFFIC CONTROL	1	LS	\$	\$
3	TYPE I SLURRY SEAL	48,000	SF	\$	\$
4	CRACK SEAL	1	LS	\$	\$
5	REMOVE AND RE-INSTALL PAVEMENT STRIPING, MARKINGS AND LEGENDS	1	LS	\$	\$
6	REMOVE AND DISPOSE EXIST WOOD WHEEL STOPS	1	LS	\$	\$
7	REMOVE AND STORE EXIST CONCRETE WHEEL STOPS (APPROX. 60)	1	LS	\$	\$
8	RE-INSTALL EXIST CONCRETE WHEEL STOPS	60	EA	\$	\$
9	FURNISH AND INSTALL NEW CONCRETE WHEEL STOPS	50	EA	\$	\$
10	NEW TRAFFIC SIGNS	2	EA	\$	\$

BIDDER'S PROPOSAL
(CONTINUED)

B2011-37

TOTAL BID AMOUNT IN FIGURES*:

\$ _____

TOTAL BID AMOUNT IN WORDS*:

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

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

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

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

Contractor: _____

Date: _____ By: _____

Contractor's State License No. _____ Class _____

Address: _____

Phone: _____

Fax: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2011-37

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

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

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA

}

B2011-37

COUNTY OF _____

}

}

_____, being first duly sworn, deposes and says:
(NAME)

1. That he/she is the _____
(TITLE)

of _____
(NAME OF PARTNERSHIP, CORPORATION, OR SOLE PROPRIETORSHIP)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the **SLURRY SEAL OF CITY PARKING FACILITIES, B2011-37**;

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

CONTRACTOR'S AFFIDAVIT
(CONTINUED)

B2011-37

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

Dated this _____ day of _____, 20 _____

Subscribed and Sworn to

before me this _____ day
of _____, 20 _____

(CONTRACTOR'S SIGNATURE)

(NAME)

Notary Public in and for said
County and State.

(TITLE)

(SEAL)

BID BOND (10%)

B2011-37

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

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, **Project No. B2011-37**, said work being: the **SLURRY SEAL OF CITY PARKING FACILITIES**, and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

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

PRINCIPAL

SURETY/ATTORNEY-IN-FACT

SIGNATURE

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____

LIST OF SUBCONTRACTORS

B2011-37

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

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

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

REFERENCES

B2011-37

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

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

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

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

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

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

REFERENCES
(CONTINUED)

B2011-37

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration: _____

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

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

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

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

B2011-37

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

Yes/No: _____ Federal/State: _____

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

Have the penalties been paid? Yes/No: _____

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

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

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

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

B2011-37

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

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

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

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

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

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

SECTION D

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

PERFORMANCE BOND

B2011-37

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 **SLURRY SEAL OF CITY PARKING FACILITIES, B2011-37**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

PERFORMANCE BOND
(CONTINUED)

B2011-37

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

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

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

B2011-37

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

LABOR AND MATERIAL BOND

(CONTINUED)

B2011-37

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 **SLURRY SEAL OF CITY PARKING FACILITIES, B2011-37**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

LABOR AND MATERIAL BOND

(CONTINUED)

B2011-37

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

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

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and _____ ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to slurry seal City parking facilities; and
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **SLURRY SEAL OF CITY PARKING FACILITIES**, Notice Inviting Bids No. B2011-37 (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 12 months from the Effective Date.

3. COMPENSATION

A. CONTRACTOR's Fee.

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

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. THE CITY'S REPRESENTATIVE

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

8. CONTRACTOR REPRESENTATIVE(S)

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

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a) Combined single limits of \$2,000,000 per occurrence.
- B. General Liability including coverage for premises, products and completed operations, independent Contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
- C. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$3,000,000.
- D. The insurance provided by CONTRACTOR will be primary and non-contributory.
- E. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer, and the Consulting Engineer, must be named as additional insureds under the automobile and general liability policies.
- F. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- G. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- H. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

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

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

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

20. NOTICE

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

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

CONTRACTOR: _____

Fax: _____

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

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

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

Company Name

Type of Corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
(name)
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

CITY OF TORRANCE, CALIFORNIA

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT

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

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

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

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF SLURRY SEAL OF CITY PARKING FACILITIES B2011-37

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

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

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT
(CONTINUED)

B2011-37

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

Duly Authorized Agent

Attached to and forming part of

Policy No. _____

of the _____

Date: _____

Expiration Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

B2011-37

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

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

CONTRACTOR

By: _____

Title: _____

SECTION E

SPECIAL PROVISIONS

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

**SECTION E
SPECIAL PROVISIONS**

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PART 1 GENERAL PROVISIONS

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

1-2 DEFINITIONS. Add or redefine the following:

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

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

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

Caltrans Specifications – State of California Department of Transportation Standard Specifications, latest Edition and all supplements.

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

SECTION 2 – SCOPE AND CONTROL OF THE WORK

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

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

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

2-3 SUBCONTRACTS.

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

The "Performance Bond" shall be for 100 percent of the Contract Price and shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance by the Engineer.

2-5 PLANS AND SPECIFICATIONS. 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 plans and data provided with the Contract Documents are based on existing plans and documents. The plans and data are provided for information only. The Owner does not guarantee their accuracy and correctness. If the Bidder in preparing the Bid Proposal uses this information, the Bidder assumes all risks resulting from conditions differing from the information shown. The Bidder, in consideration for the information being provided, hereby releases the Owner 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

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

2-5.1.2 Specifications. The Work shall be performed or executed in accordance with these Special Provisions and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 990 Park Center Drive, Suite E, Vista, CA 92081, Phone: (760) 734-1113.

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

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

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

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

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

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

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

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

2-5.3 Submittals

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

Submittals are required for the following:

- 1) Type I Slurry Seal

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

Work will be done at City facilities shown on the Project Location Map in the Appendices.

The Work generally consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to remove (by grinding) existing thermoplastic and painted striping, pavement markings and legends; remove raised pavement markers; apply bituminous pavement crack sealant; apply slurry seal pavement coatings; install new striping, pavement markings, legends and raised pavement markers; remove of damaged wood wheel stops; temporarily remove and reinstall concrete wheel stops; replace damaged concrete wheel stops; and replace traffic signs as shown on the signing and striping plan for the City Hall East Parking Area, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

The Work also includes sweeping before and after slurry application; application of weed killer; removal of grease spots (by grinding); traffic control; preparing and updating construction schedules; posting signs for "NO PARKING" and arranging for towing of cars, if necessary; protecting utility covers in place; and installing temporary pavement markers.

The Contractor shall remove loose gravel from surfaces, parking areas, gutters, sidewalks, driveways and parkways after slurry application. This shall be accomplished by the use of hand brooms, blowers, automatic sweepers and/or similar tools.

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. Add the following subsection:

If the Contractor elects to work under this Contract more than 8 hours per day or more than 40 hours per 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, unless waived by the Engineer:

Monday through Friday:	\$125 per hour
Saturday, Sunday and/or Holiday:	\$1,200 per day

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

2-11.2 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) For each sign, traffic drum, cone, delineator, barricade, warning device, flagger or other type of required traffic control device that is not provided in accordance with the approved Traffic Control Plans, unless otherwise authorized by the Engineer, the Engineer may deduct \$50 per day from a Progress Payment for each missing device. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK.

3-3.1 General. Add the following:

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

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

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

The Contractor will be paid for the use of equipment at 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.

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 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

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

6-1.1 General. Within ten (10) working days after the date of the CITY’s execution of the Contract, the Contractor shall submit to the Engineer for approval a proposed construction schedule for all the work. The construction schedule shall be in accordance with Sections 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor.

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

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

- 1) 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.
- 2) Work shall be performed between the hours of 7:00 a.m. and 4:00 p.m. and only on Fridays that City Hall is closed, Saturdays and Sundays. The Contractor shall perform removals and preparatory work on a “closed” Friday; the application of slurry seal on Saturday; and application of “cat-tracked” pavements markings on the Sunday following the application of slurry seal. Installation of final pavement markings should be performed on either a “closed” Friday or Saturday 1-week after the application of slurry seal. The Contractor shall consider in his schedule any reasonable delay required to locate owners of vehicles parked within the work areas. Locating vehicle owners must be coordinated with the Engineer, Inspector, and Torrance Police Department.

- 3) Work on Sundays will be limited to the layout of pavement striping and markings only.
- 4) 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.
- 5) Required submittals, working and shop drawings 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.

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

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

- 1) The Contractor is required to complete all preparatory work, including but not limited to, removal of existing striping (by grinding), pavement markings and raised pavement markers; removal of wheel stops; application of crack sealant; application of slurry seal coating; and cat-tracking for striping layout.
- 2) Stockpile area. Schedule shall indicate date for cleanup of stockpile area

6-1.4 Updates.

The Contractor is expected to strictly adhere to the approved schedules. Should it be necessary to change the schedule, the Contractor shall immediately inform the Engineer and, within 24-hours of such notification, submit a revised schedule for approval. In no case shall the Contractor be allowed to perform any work without notifying the Engineer as required in these Specifications.

6-1.5 Compensation.

Compensation for all scheduling activities and for complying with all requirements in Section 6-1 shall be considered as included in the Contract Unit Price for “MOBILIZATION AND DEMOBILIZATION” in the Bid Proposal. No additional payment for “Construction Schedules” shall be paid.

6-7 TIME OF COMPLETION.

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

Time shall be of the essence in the Contract. The Contractor shall begin Work after the mailing by the Engineer to the Contractor, first class mail, postage prepaid, a Notice to Proceed

and shall diligently prosecute the same to completion within ten (10) working days from the start date specified in the Notice to Proceed. **All work shall be completed by November 13, 2011.**

6-7.3 Contract Time Accounting. Insert the following before the first sentence:

Unless otherwise specified, contract time accounting shall be expressed in working days.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY. Add the following:

It is the intent of the Specifications that only first-class materials and workmanship will be acceptable. The Contractor shall take all necessary measures to protect work from damage and prevent accidents and vandalism during any and all phases of the work.

Until the final acceptance of the work by the City, by written action of the Engineer, the Contractor shall have the charge and care thereof and will bear the risk of injury or damage to any part of the work by the action of the elements, vandalism, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and will bear the expense thereof.

A partial list of causes for rejection of work includes:

- Power steering marks
- Drive-through marks
- Raveling
- Color variations
- Loose gravel on roadways, sidewalks, gutters and parkways
- Deliberate defacing by vandals
- "Slurried-over" traffic markings and/or manhole and utility valve covers
- Inadequate temporary traffic markers

6-9 LIQUIDATED DAMAGES.

In each of the two paragraphs, substitute "\$1,000" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

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

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

- 1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a) Combined single limits of \$2,000,000 per occurrence.
- 2) General Liability including coverage for premises, products and completed operations, independent Contractors, personal injury and contractual obligations

with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

Add the following:

The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer, and the Consulting Engineer, must be named as additional insureds under the automobile and general liability policies, and included in the indemnification by the Contractor.

The Contractor must include all subcontractors as insured under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of the Public Works Agreement.

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

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

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

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

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

7-8 PROJECT SITE MAINTENANCE.

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

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

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

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

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

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

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

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

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

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

Add the following subsections:

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

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Add the following subsections:

7-9.1 Protection of Permanent Pavement Markers, Manholes, Valves, Thermoplastic Markings.

The Contractor shall cover and protect existing raised pavement markers (blue, white and yellow), manhole covers, utility valve covers, and similar items from damage and discoloration from the slurry seal operation. The City uses special water valve lids which must be protected at all times.

Existing thermoplastic and painted pavement striping, markings and legends, raised pavement markers and color curbs that are not within the work area, but in close proximity shall be masked, if necessary, to prevent damage during the slurry seal application, or if damaged, replaced in-kind after the slurry seal application. Refer to Section 310-5.6.1 of these Specifications.

All protective masking material shall be promptly removed by the Contractor.

Full compensation for protection and restoration of existing improvements shall be included in the bid items to which this work is appurtenant and no additional compensation will be allowed therefore.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access. Delete section and replace with the following:

The Contractor is allowed to fully close the parking area to perform Work for up to 9 hours (7:00 a.m. to 4:00 p.m.), subject to compliance with the operational requirements of these Specifications. The Contractor's operations shall cause no unnecessary inconvenience and shall accommodate emergency access on a case by case basis.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and similar devices needed for traffic control in accordance with the Manual on Uniform Traffic Control Devices, latest edition, and the California Supplement. Flagmen shall also be provided by the Contractor on an as-needed basis.

The Contractor shall protect the work from traffic. Should the slurry seal be damaged, the Contractor shall provide satisfactory repairs at no cost to the City.

At the end of each day's work and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from the Work site(s).

7-10.1.1 Notifications and Postings.

Contractor shall post "No Parking-Tow Away" signs in Work areas at least 48 hours in advance of the slurry seal application. The signs shall be mounted on barricades or other approved support. Signs shall be spaced at approximately 100' apart. The text shall include the day, date, and hours that parking will be prohibited within the parking area and a statement that parked vehicles must be towed away at owner's expense per California Vehicle code CVC 22651L and CVC 22654D.

The Contractor shall document the day, date, and time that the signs are installed. The "No Parking" restriction cannot be enforced until the signs have been in place at least 24 hours. The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on the same day after completion of the work or as otherwise directed by the Engineer.

SIGNS SHALL NOT BE POSTED ON TREES, TRAFFIC SIGNAL POLES, UTILITY POLES, STREET LIGHTS, OR ANY OTHER STREET FURNITURE.

Full compensation for conforming to the above requirements shall be considered as included in the various bid items to which the notifications and postings are appurtenant, and no additional compensation will be allowed therefore.

7-10.1.3 Temporary Pavement Markings.

Temporary pavement delineation/markings shall be furnished, placed and maintained by the Contractor, in accordance with the provisions of Section 12-3.01, of the Caltrans Specifications. Contractor will be responsible for the removal of the temporary marks and perform the permanent pavement striping. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual on Uniform Traffic Control Devices or as relieving the Contractor from responsibility as provided in 7-10 of these Special Provisions.

Whenever the work causes obliteration of pavement delineation, temporary or planned pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary to establish satisfactory lines for temporary pavement delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.

Temporary pavement delineation shall consist of temporary reflective raised pavement markers placed on lane lines and centerlines at longitudinal intervals of not more than 24 feet apart. Stop bars and cross walks shall also be clearly delineated by raised pavement markers at 5 feet on-center, minimum. Temporary reflective raised markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the following or approved equal:

3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, Telephone (916) 924-9605.

MV Plastics Chip Seal Marker (1280/1281 Series) manufactured by MV Plastics, Inc., 533 W. Collins Avenue, Orange, CA 92667, Telephone (714) 532-1522.

Application shall be in accordance with the manufacturer's instructions, except that epoxy adhesive shall not be used.

There shall be no additional payment for temporary pavement markings and all costs for furnishing, placing, maintaining, and removing the temporary pavement delineation shall be considered as included in the Bid Prices for the work to which the markings are appurtenant.

7-10.2 Storage of Equipment and Materials in Public Streets. Replace the first paragraph with the following:

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

7-10.3 Street Closures, Detours, Barricades. Add the following.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the public and control of vehicular and pedestrian traffic within the limits of the construction area. All traffic control devices shall be clean and free of graffiti, and the Contractor shall be responsible to immediately clean and

replace any device to the satisfaction of the Engineer. All barricades used as warning and guiding devices shall bear the name of the Contractor in legible letters.

Full compensation for furnishing, installing, maintaining and removing the above traffic control devices at all Work site(s) will be made on the lump sum basis per the Contract Unit Price for "TRAFFIC CONTROL" in the Bidder's Proposal and progress payments shall be pro-rated as a percentage of the overall progress of Work.

SECTION 9 – MEASUREMENT AND PAYMENT

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

9-1.2.1 Payment for Labor and Materials.

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

9-1.2.2 Measurement and Payment

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

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

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

9-3 PAYMENT.

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

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

Add the following:

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

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

Replace the last paragraph with:

At the expiration of 30 days from the recordation date of the Notice of Completion, the amount deducted from the final estimate and retained by the Agency will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

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

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices and Storm Water Pollution Prevention Plan; Sewage Spillage Prevention; Emergency Response Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

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

- a) Submittal and modification, as required, of the Construction Schedule
- b) Moving on to the site of all Contractor's plant and equipment.
- c) Developing construction water supply.
- d) Providing on-site sanitary facilities and portable water facilities, as required.
- e) Arranging for and erection of Contractor's work and storage yard.
- f) Submittal of all required insurance certificates and bonds, including subcontractors.
- g) Obtaining all required permits.
- h) Posting all OSHA required notices and establishment of safety programs.
- i) Potholing and other research and review as necessary to verify site conditions and utility locations
- j) Having the Contractor's Superintendent present at the job site full-time.
- k) Removal (including all spray-painted markings on any surface), cleanup, and restoration

Payment for mobilization will be made on the lump sum basis and progress payments shall be pro-rated as a percentage of the overall progress of Work. The pay item shall be "MOBILIZATION AND DEMOBILIZATION". Payment for mobilization shall include all items listed in Section 9-3.1 of these Specifications.

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 203 – BITUMINOUS MATERIALS

203-5 EMULSION-AGGREGATE SLURRY.

203-5.1 General. Replace the first sentence with the following:

Emulsion-aggregate slurry shall be a stable mixture of emulsified asphalt, mineral aggregate, water and retardant and is herein referred to as slurry.

The material to be used shall be a quick-set Type I slurry mix, with the addition of 2.5% latex modifier.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.6 Paint for Traffic Striping and Pavement Markings.

210-1.6.1 General. Replace with the following:

210-1.6.1.1 Materials.

Pavement striping, markings, and legends shall be installed with two coats of paint.

Paint material for all pavement striping, markings and legends shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State of California Specifications and these Special Provisions.

Stencils used to paint pavement markings must conform to the latest Caltrans approved Stenciling Standards.

Add to Subsection 84-1.04, "Protection from Damage," of the State of California Standard Specifications the following:

Newly painted striping or pavement markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted, and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

210-1.6.1.2 Pavement Markers.

All work and materials shall conform to the Provisions set forth in Section 85 of the State of California, Department of Transportation Standard Specifications entitled "Pavement Markers" except as noted otherwise in the following Special Provisions.

Reflective pavement markers shall be of the prismatic reflector type (Stimsonite Model 911/88 or equal) as outlined in Section 85-1.05, of the Standard Specifications. Non-reflective pavement markers shall conform to Section 85-1.04, of the Standard Specifications. The bituminous adhesive used to install the markers shall be an asphaltic material with a homogeneously mixed mineral filler and shall comply with the requirements outlined in Section 214.7.1.4, of the Standard Specifications for Public Works Construction.

Unless noted otherwise, reflective pavement markers shall be installed per the approved Plan. The composition of the material must be such that its properties will not deteriorate when heated to and applied at temperatures up to 425 degrees Fahrenheit using either air or oil jacketed melters.

Reflective pavement markers shall be placed on a location as established by the applicable Caltrans striping detail noted on the approved striping Plan, which includes, but is not limited to temporary painted line, new striping or existing striping. There shall be one marker for each location. All work necessary to establish satisfactory locations for markers shall be performed by the Contractor.

PART 3 CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

302-4 EMULSION-AGGREGATE SLURRY.

Mixing and application shall conform to this subsection.

302-4.2.1 General. Add the following:

Prior to slurry seal application at Work site(s), the Contractor shall do the following preparation Work:

- 1) Remove all existing thermoplastic and painted striping, pavement markings, and legends per Section 310, "PAINTING" in these Special Provisions.
- 2) Removal all raised pavement markers.
- 3) Apply crack seal in accordance to Section 302-13 of these Special Provisions.

In addition to the above preparation Work, Contractor shall do the following at the City Hall East Parking Area only:

- 1) Remove completely and dispose all wood wheel stops, including metal posts holding in place said wood wheel stops, per Section 313, "WHEEL STOPS" in these Special Provisions.
- 2) Remove, relocate, and stack neatly all existing concrete wheel stops, per Section 313, "WHEEL STOPS" in these Special Provisions, unless otherwise directed by the Engineer.

302-4.5 Measurement and Payment. Delete this subsection and replace with the following:

Payment for furnishing, preparing and placing slurry seal will be made at the Contract Unit Price per square foot bid for "TYPE I SLURRY SEAL" in Bidder's Proposal, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work involved in the application of slurry seal including all surface preparations; weed removal; protection of manholes, valve boxes, drop inlets and other service entrances; and site clean up.

Compensation for preparation Work described in this Section will be considered as included in the Contract Unit Price for the items of work involved and no additional compensation will be allowed therefore.

Add the following subsections

302-13 BITUMINOUS PAVEMENT CRACK SEALING.

302-13.1 General. Bituminous pavement crack sealing consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work involved in the application of bituminous pavement crack sealing.

302-13.2 Cleaning. All pavement cracks greater than or equal to 1/4" width shall be cleaned by a hot air lance.

302-13.3 Materials. The crack sealing material shall be an asphalt cement, aromatic rubber extender, oil and a minimum of 20% powdered rubber by weight combined in such a manner as to produce a material with the following properties:

- 1) **WORKABILITY.** The material shall pour readily and penetrate large cracks at temperatures below 400 degrees Fahrenheit.
- 2) **CURING.** The product shall contain no water or volatile solvents and shall cure immediately upon cooling to a sufficient viscosity to prevent tracking by traffic.
- 3) **LABORATORY EVALUATION.** When the sample of the product has been heated at 350 degrees Fahrenheit for two hours, it shall pass the following tests:
 - Softening Point (R & B): 135 degrees Fahrenheit Min. (ASTM D312)
 - Flexibility: A 1/8" thick specimen of the product conditioned to 10 degrees Fahrenheit shall be capable of being bent to a 90-degree angle over 1" mandrel without cracking.
 - The sealer shall be forced into the crack by use of a squeegee.

302-13.4 Measurement and Payment. Payment for bituminous pavement crack sealing will be made on the lump sum basis per the Contract Unit Price for "CRACK SEALING" in the Bidder's Proposal, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 310 – PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings.

310-5.6.1 General. Delete this subsection and replace with the following:

The Contractor shall apply all pavement striping, legends and markings, including parking spaces and markings, lane control lines, double yellow centerline and speed legends as shown the striping Plans.

The Contractor shall layout (“cat-track”) proposed pavement striping and markings in accordance with the Plans within one (1) calendar day after slurry seal application, and shall not proceed with the painting of any pavement striping, markings or legends until after the Engineer has inspected and approved the required layout, and has authorized the Contractor to proceed with said Work.

“Cat-track” marks shall be made in chalk and/or marking paint. “Striping” paint for the purpose of cat-tracking is prohibited.

Existing traffic striping and pavement markings that do not conform to the approved Plans shall be removed by wet sandblasting. Other methods may be requested by the Contractor, but shall be submitted in writing to the Engineer for approval.

310-5.6.6 Preparation of Existing Surfaces. Add the following subsection:

Contractor shall inform the City if asphalt patching and other surface preparation work is required at any project location, in order to achieve the required quality of slurry seal work. Contractor shall be responsible for the extermination and removal of weeds and other plant material on pavement surfaces.

310-5.6.6.1 Removal of Existing Roadway Pavement Markings and Striping.

Prior to the slurry seal application, the Contractor shall remove all existing pavement striping, markings and legends within the work limits. Existing pavement markings and legends not within the work limits, but in close proximity shall either be protected from the work or restored in-kind. The removals shall be done on the City parking lot areas only.

The Contractor is strongly advised to confirm in advance with the Engineer any and all markings designated for removal. Should the Contractor or its subcontractor inadvertently or intentionally remove markings in areas not designated for slurry seal, the Contractor will be fully responsible to restore the pavement surface and markings. Pavement restoration shall be accomplished, at a minimum, by use of slurry seal. All costs for restoration shall be the sole responsibility of the Contractor.

Payment for the removal, layout, painting of pavement striping and markings, and painting of curbs will be made on the lump sum basis per the Contract Unit Price, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work, as shown on the Plans, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 313 – WHEEL STOPS

Add the entire Section 313.

313-1 WHEEL STOPS.

313-1.1 General.

Fire Station #6

All concrete wheel stops in the Fire Station 6 parking facility shall remain and protected in places, unless otherwise directed by the Engineer.

City Hall East Parking Area

Contractor shall completely remove and dispose all existing wood wheel stops, including 1" galvanized pipes used to secure wood wheel stops in place.

Contractor shall completely remove all concrete wheel stops, including rebar pin, and stack concrete wheel stops neatly in a location adjacent to the Work site, to be identified by the Engineer. Said wheel stops shall be re-installed by Contractor after installation of parking stall striping and markings. Prior to removing concrete wheel stops, Contractor shall notify the Engineer of existing concrete wheel stops that are damaged.

New concrete wheel stops shall be 4' long. Material for new concrete wheel stops shall be in accordance with Sections 201 and 303 of the latest edition of the Standard Specifications for Public Works Construction unless specified otherwise. Portland cement concrete shall be Class A six sack mix developing not less than 3,250 psi compressive strength at 28 days. All cement shall be Type II.

313-1.1 Payment.

Payment for removal and disposal of existing wood wheel stops will be made on the lump sum basis per the Contract Unit Price, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for removing all existing concrete wheel stops and storing on-site as required, will be made on the lump sum basis per the Contract Unit Price for "REMOVE AND STORE EXIST CONCRETE WHEEL STOPS" in the Bidder's Proposal, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to remove concrete wheel stops complete, including rebar pins, stack and store neatly, and protect wheel stops from damage and/or vandalism while in "storage," as specified in the Specifications and these Special Provisions, and as directed by the Engineer. Payment shall also include disposing damaged wheel stops and repairing AC pavement, damaged by the removal of concrete wheel stop and/or the 1" rebar pin, by using C3-PG-64-10 mix.

Payment for re-installing existing concrete wheel stop will be made at the Contract Unit Price per each bid and shall include all labor, materials, tools, equipment, and incidentals necessary to complete the Work as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 315 – SIGNAGE

Add the entire Section 315.

315-1 ROADSIDE SIGNS.

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

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

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

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

Delete the entire subsection 56-2.05.

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

Payment for furnishing and installing new roadway signs will be made at the Contract Unit Price per each bid for "NEW TRAFFIC SIGNS" in the Bidder's Proposal

APPENDIX I

CITY OF TORRANCE PERMIT AND BUSINESS APPLICATION



City of Torrance, Community Development Department

Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

OWNER/APPLICANT INFORMATION

Name: _____

Address: _____

City/State: _____

Zip: _____

Phone: _____

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

Underground Service Alert
Call 1-800/227-2600

USA I.D.#: _____

CONTRACTOR INFORMATION ON FILE

State License #: _____

Class: _____ Exp. Date: _____

City Business#: _____

Workers Comp. #: _____

Exp. Date: _____

JOB LOCATION/ADDRESS

(or closest street address)

Please list cross streets: _____

DESCRIPTION OF WORK

Lin/Ft Trench _____

Width of Trench _____

Lin/Ft Curb & Gutter _____

Lin/Ft Bore _____

Sewer Connection _____

Number of Curb Drains _____

Sq/Ft Asphalt _____

Sq/Ft Concrete _____

Sq/Ft Dirt _____

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

Applicant or Authorized Signature: _____

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

**NOTICE
CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT/
ENGINEERING DIVISION
NEW INSURANCE REGULATIONS**

The City of Torrance Community Development Department/Engineering Division will be requiring proof of liability insurance from each contractor applying for a Construction & Excavation permit to work in the public right-of-way or in a public easement beginning October 1, 2001. Insurance shall cover contractor and vehicles used in the construction. The attached requirements dated September 20, 2001 will detail the insurance limits.

All insurance certificates shall have an additional clause that states: "The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer" as additional insured.

Contractors should bring in proof of insurance at the time of application for permit. For major companies that are self-insured, a letter stating this fact and signed by an officer of the firm will be acceptable. Annual insurance may also be kept on file for contractors working periodically within the City of Torrance.

If you have any questions, please contact the Engineering Division Permit Counter at 310-618-5898.

JEFFERY W. GIBSON
Community Development Director
City of Torrance

EFFECTIVE 8/11/03

8/11/03

CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT/
ENGINEERING DIVISION

PERMIT APPLICATION FORM
INSURANCE REQUIREMENTS

Any entity performing work on City streets, right-of-way, and property must comply with the following requirements.

1. TYPE OF INSURANCE

Any entity performing work must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

- General Liability including coverage for premises, products and completed operations, underground hazards, independent contractors, personal injury and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
- Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence AND; Primary Property Damage with limits of at least \$500,000 per occurrence, OR
 - Combined single limits of at least \$1,000,000 per occurrence.
- Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

2. CERTIFICATES

- Certificates or an attached endorsement must be provided that contains the following provisions:
 - The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
 - The insurance policies required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days written notice to the City.

3. FILING REQUIREMENTS

- Certificates of insurance and/or endorsements must be provided to the Community Development Department, Permits and Records Section, 3031 Torrance Blvd., Torrance, CA 90503, prior to the issuance of the permit.

4. ADDITIONAL REQUIREMENT

- Insurance required of any entity performing work will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City's Risk Manager.

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



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

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

FOR OFFICIAL USE ONLY

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

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

3. BUSINESS NAME OR DBA _____
 4. CORPORATE NAME (IF DIFFERENT FROM ABOVE) _____
 5. BUSINESS ADDRESS _____
 SUITE # _____ CITY _____ STATE _____ ZIP _____
 6. MAILING ADDRESS _____
 SUITE # _____ CITY _____ STATE _____ ZIP _____
 7. NATURE OF BUSINESS (state type of business being conducted at this location) _____
 8. NO. OF PERSONS WORKING AT LOCATION _____ 9. BUSINESS PHONE _____
 10. NAME OF PERSON MAKING APPLICATION (must be an owner, partner or corporate officer) _____
 11. TITLE _____ 12. HOME PHONE _____
 13. RESIDENCE ADDRESS _____
 CITY _____ STATE _____ ZIP _____ 14. DRIVER'S LICENSE NO. _____ 15. STATE SALES TAX NO. _____
 16. STATE CONTRACTOR'S LICENSE NO. _____ 17. SQUARE FOOTAGE _____ 18. SOCIAL SECURITY NO. _____ 19. FED. TAX ID# _____ 20. STATE TAX ID# _____

21. OWNERSHIP INFORMATION
 PARTNERSHIP CORPORATION SOLE OWNERSHIP
 NAMES OF OWNER, PARTNERS, OR PRINCIPAL OFFICERS _____ HOME ADDRESS _____ HOME PHONE _____
 TITLE _____

I declare that I am the owner, partner, corporate officer or person with the power of attorney, and I understand if all the information provided above is not the true 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	PROCESSING FEE	FIRE INSP. FEE	OTHER
PER PERSON FEE	OTHER (cont'd)			
PENALTY FEE	HOLD <input type="checkbox"/> YES <input type="checkbox"/> NO	ENT. FEE	DANCE/PIANO FEE	
RECEIVED BY	DATE	CHECK NO.	BANK NO.	CASH
				TOTAL AMOUNT \$

APPENDIX II

PROJECT LOCATION MAP

CITY OF TORRANCE PUBLIC WORKS DEPARTMENT

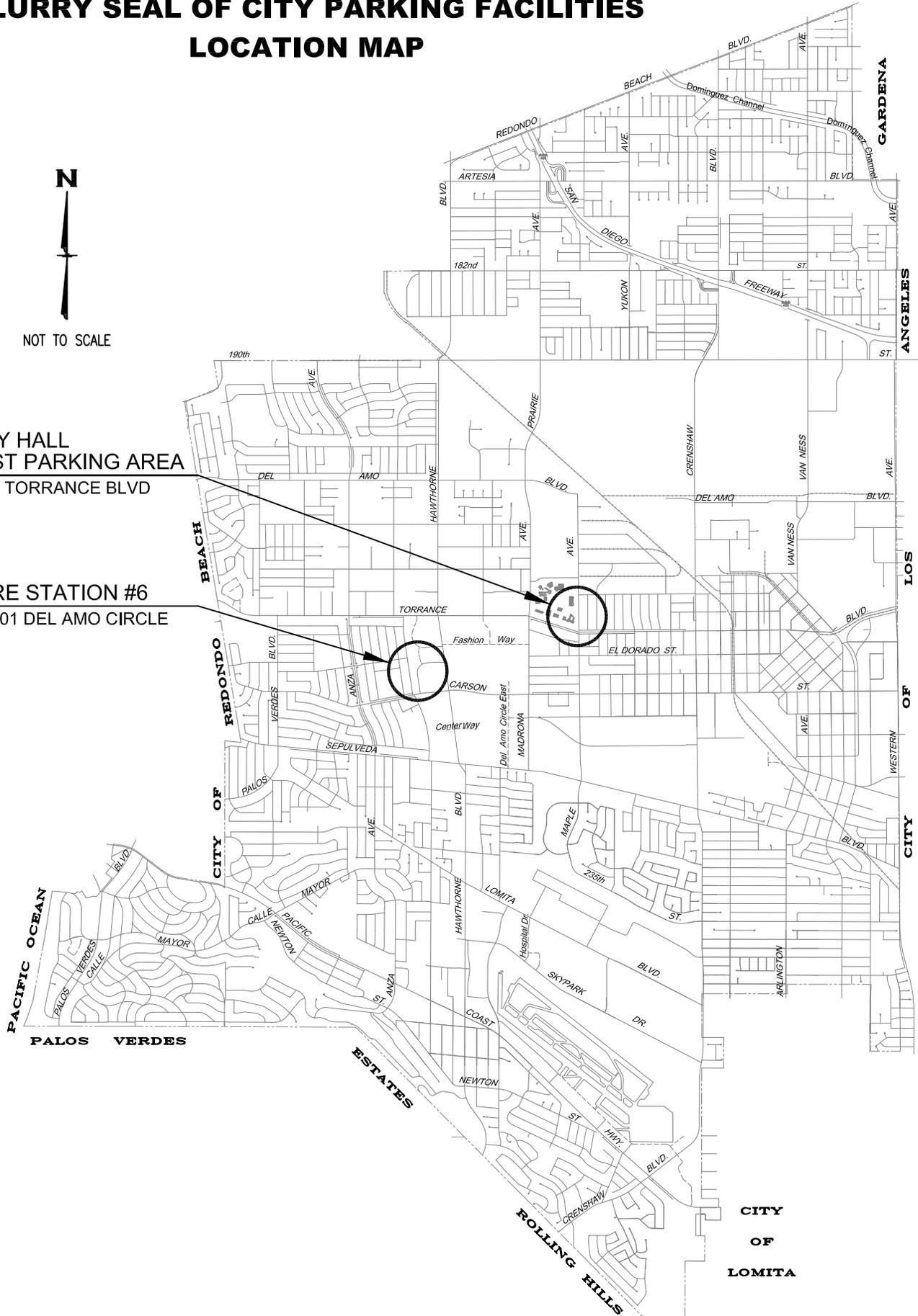
SLURRY SEAL OF CITY PARKING FACILITIES LOCATION MAP



NOT TO SCALE

CITY HALL
EAST PARKING AREA
3031 TORRANCE BLVD

FIRE STATION #6
21401 DEL AMO CIRCLE



APPENDIX III

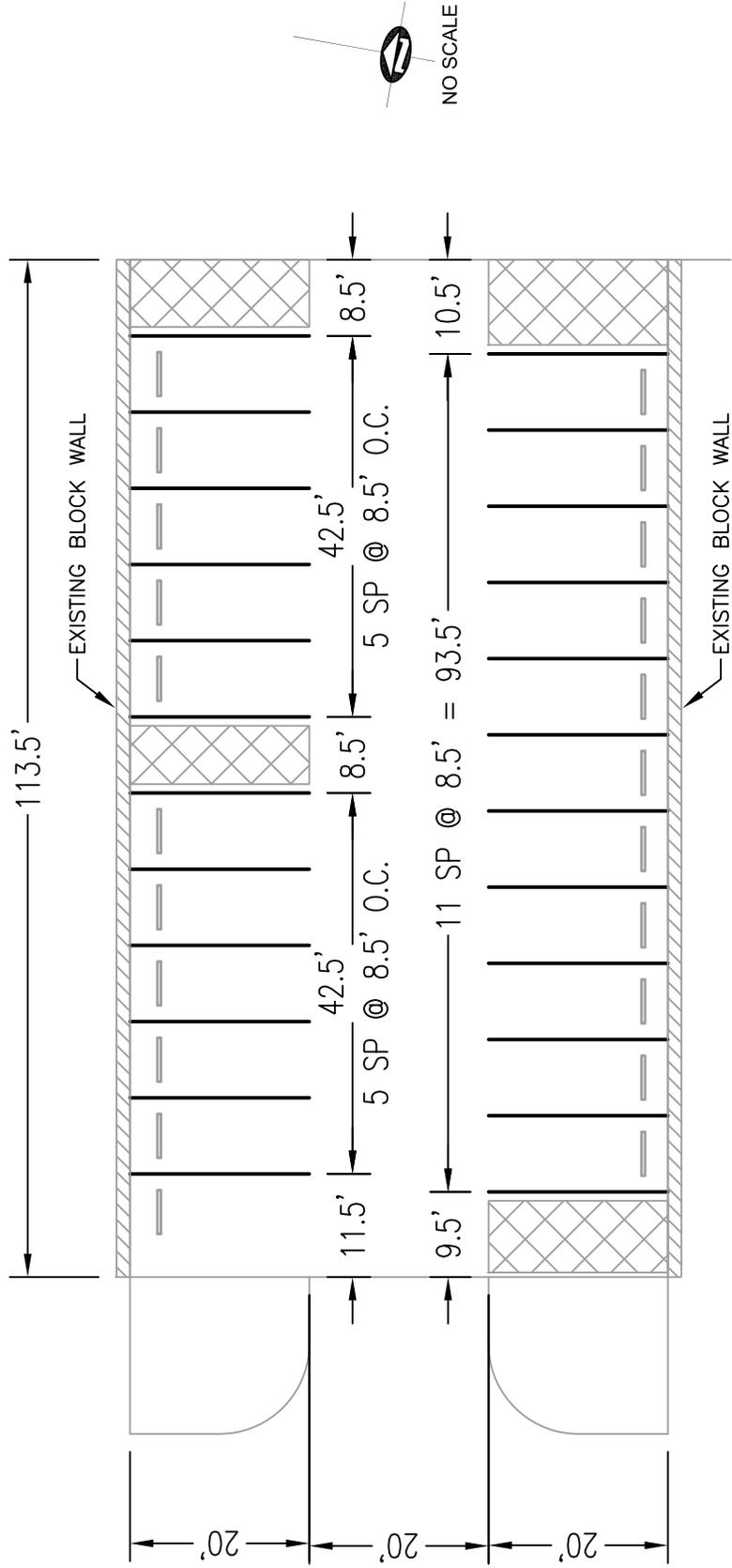
FIRE STATION #6 PARKING STRIPING LAYOUT AND DETAILS

CITY OF TORRANCE PUBLIC WORKS DEPARTMENT

FIRE STATION #6

(21401 DEL AMO CIRCLE, TORRANCE)

PARKING LOT STRIPING LAYOUT

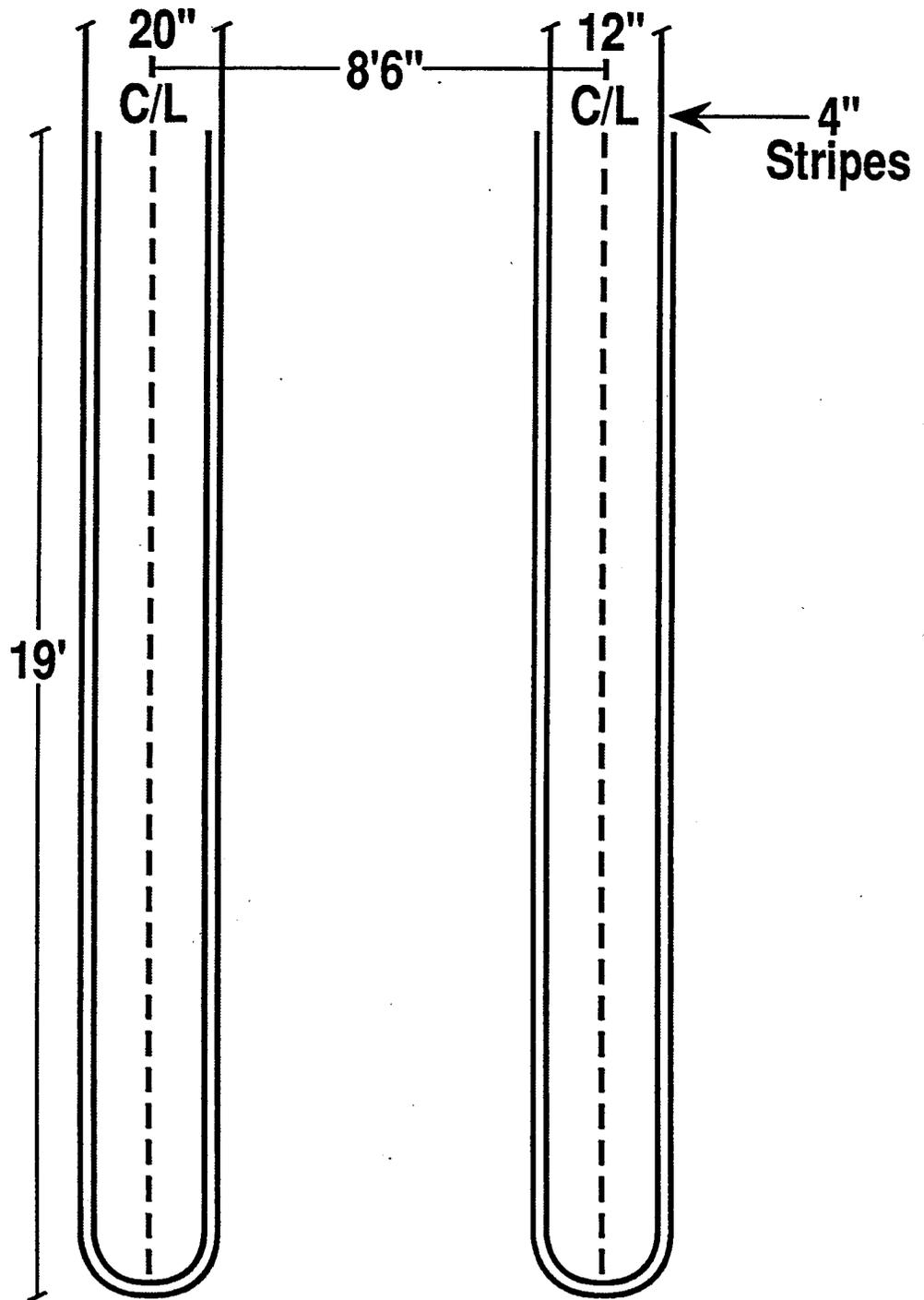


 = EXISTING STRUCTURE, ABOVE GROUND UTILITY AND/OR PLANTER (TO BE PROTECTED IN PLACE)

- NOTES:
- ① PARKING SPACE DETAIL SHALL BE PER THE CITY OF TORRANCE STANDARD PARKING STRIPING
 - ② PARKING STRIPING AND MARKINGS SHALL BE PAINT
 - ③ ALL CONCRETE WHEEL STOPS SHALL BE PROTECTED IN PLACE
 - ④ THIS IS A GENERAL DIAGRAM OF THE PARKING LOT STRIPING LAYOUT. CONTRACTOR SHALL NOTIFY THE CITY OF ANY DISCREPANCIES IN FIELD.

CITY OF TORRANCE

STANDARD PARKING STRIPING



Not To Scale