

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (2012 Edition) and the Standard Specifications of the State of California Department of Transportation (Caltrans), (2010 Edition), as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.

SECTION E - SPECIAL PROVISIONS

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PART 1 - GENERAL PROVISIONS

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

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

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

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

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

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

1-3 ABBREVIATIONS.

1-3.2 Common Usage:

Add the following abbreviations:

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

SECTION 2 - SCOPE AND CONTROL OF THE WORK

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

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

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

2-3 SUBCONTRACTS

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

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

- Ornamental Steel Fence and Access Gates

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

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

2-5. PLANS AND SPECIFICATIONS.

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

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

Add the following subsections:

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

1) Project Plans

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

2) Standard Plans

- a. City of Torrance Standard Plans, latest edition
- b. Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), 2010 Edition

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

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

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

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

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

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

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

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

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

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

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

2-5.3 Submittals

2-5.3.2 Working Drawings.

Revise Table 2-5.3.2 to show:

Item	Subsection Number	Title	Subject
1	206-7.1	Metal Fencing Materials	Ornamental Steel Fence and Access Gates
2	304-6	Thrie Beam Barrier	Thrie Beam Barrier
3	(CT) 83-2.02B	Terminal System	Thrie Beam Barrier End Treatment
4	(CT) 83-2.02B	Thrie Beam Barrier	Thrie Beam Barrier Transition

Revise the fourth paragraph of the Standard Specifications to read as follows:

Working drawings listed above as Items 2 and 3 shall be prepared by a Civil or Structural Engineer registered by the State of California.

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

Submittals are required for the following:

- 1) Construction schedule per 6-1.
- 2) Concrete mix designs per 201-1.1
- 3) Thrie Beam Barrier
- 4) Thrie Beam Barrier Transition and End Treatment
- 5) Ornamental Steel Fence and Access Gates
- 6) Cobble Stones
- 7) Minor Concrete Vegetation Control

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

Add the following subsection:

2-5.3.5 Documents Required by California Department of Transportation (Caltrans).

As part of the permitting process for Caltrans per Section 7-5.1, the Contractor is required to submit the following documents within 10 working days after the issuance of the Administrative Notice to Proceed, for a concurrent review and approval by the City and Caltrans:

- 1) Updated Lead Compliance Plan (LCP)
- 2) Excavation and Transportation Plan (ETP)
- 3) Updated Health and Safety Plan (HaSP)
- 4) Updated Soil Management Work Plan (SMWP)

All documents shall be prepared in accordance with the requirements and recommendations of Section F – Supplemental Provisions for Work Within State Right of Way, Appendix IV: Caltrans Encroachment Permit, and Appendix V: ADL Site Investigation Report.

Sample documents are provided in Appendix VI: Sample Lead Compliance Plan, Appendix VII: Sample Health and Safety Plan, and Appendix VIII: Sample Soil Management Work Plan, to be used as general guides only. The Contractor shall develop its own documents, stamped and signed by a Certified Industrial Hygienist (CIH) employed by the Contractor for this project.

The timelines for review of the contractor's LCP and ETP are presented in Appendix IV, Special Provision 14-11.03 – Material Containing Hazardous Waste Concentrations of Artificially Deposited Lead. Construction shall not commence until the approval of all four documents and the subsequent issuance of the Rider Permit by Caltrans. The City will issue a Notice to Proceed to the Contractor per Section 6-1.1 upon the receipt of the Rider Permit from Caltrans.

Cost for implementing the recommendations contained in the approved documents shall be considered as included in the price bid for various items of work. No additional payment will be added.

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

The Work generally consists of the construction of three beam barrier and end treatment, vegetation control, and cobble stone hardscape; installation of ornamental steel fence; and the removal of chain link fence per Plan No. LS-72.

The Work shall also consist of other incidental work in this specification document. Incidental work includes, but is not limited to the removal or relocation of all roadside features that interfere with the construction of the above improvements, including but not limited to the following:

- selected trees per plan and Engineer's directions,
- interfering traffic signage, per Engineer's directions,
- existing chain link fence, per plan,
- approach portion of existing guardrail for the pedestrian overpass at STA 121+50, per Engineer's directions

2-9 SURVEYING.

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

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

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

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

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

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

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

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

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

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

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

Add the following subsection:

2-9.5 Payment

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

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

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

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

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

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

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

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

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

Add the following subsections:

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

Mondays through Fridays	-	\$135.00 per hour
Saturdays, Sundays, Holidays	-	\$1,200.00 per day

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

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

2-11.2 General Requirements. The Contractor shall comply with the following requirements:

- 1) No excavation or open trench may be backfilled without first securing Health Department approval. If any piping, reclaimed or potable, is installed prior to plan check approval and/or inspection, all or any portion of the system may be required to be exposed and corrected as necessary.
- 2) Unused or abandoned potable water lines are to be severed as close to water mains as practical, capped, and a 10-foot section of abandoned line removed and cemented under Health Department supervision.

- 3) A dye or pressure test must be utilized to confirm the physical separation of the reclaimed and potable water system. Said testing shall be performed in conjunction with the Water Department and the Health Department and conducted before the introduction of reclaimed water.

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

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

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

SECTION 3 – CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY

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

The City reserves the right to increase or decrease any bid item quantity, as necessary, to meet the City's needs and/or the project and/or budget requirements. If the City increases or decreases any bid item quantity by more than 25% of the original contract quantity, either the City or the

Contractor may initiate discussions and/or negotiations regarding a potential adjustment to the contract unit bid price.

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

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

3-3 EXTRA WORK

3-3.1 General. Add the following:

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

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

3-3.2.2 Basis for Establishing Costs.

3-3.2.2.3 Tool and Equipment Rental. Replace the second paragraph 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. Add the following:

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

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

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2.1, 3-3.2.2.2, and 3-3.2.2.3.

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

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

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

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

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

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General.

Add the following paragraph after the second paragraph:

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

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

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

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

SECTION 5 – UTILITIES

5-1 LOCATION. Add the following:

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

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

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

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

Substitute the following for the last paragraph:

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

5-2 PROTECTION. Add the following:

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

Add the following after the final paragraph:

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

Add the following subsections:

5-2.1 Noninterfering Utilities

Utilities that are not abandoned by the owner and do not physically interfere with the permanent work in its final location shall be supported, protected and maintained in place by the Contractor, and

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

5-2.2 Abandoned Utilities

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

5-2.3 Interfering Utilities

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

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

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

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

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

Abandoned or inoperative utilities designed to carry hazardous substances and unidentified or unknown utilities shall be considered hazardous until determined otherwise. Whenever the Contractor is directed by the Engineer to tap these lines, the Contractor shall provide personnel

specialized in this work and payment therefore will be considered as extra work per 3-3 of these Special Provisions.

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

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

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

5-3 REMOVAL.

Add the following:

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

5-4 RELOCATION.

Substitute the following for the last paragraph:

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

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

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

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

5-5 DELAYS.

Substitute the following:

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

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

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

Upon receipt of the Construction Schedule, the City will issue an Administrative Notice to

Proceed (ANTP) to allow the contractor to begin some of the contract work. Contractor access to the site may or may not be authorized with the Administrative Notice to Proceed. The duration of time between the Administrative Notice to Proceed and Full Notice to Proceed (NTP) shall not be included in the required contract duration.

Work allowed between the issuance of the ANTP and the NTP shall include the submittal and review of the Caltrans required documents as described in section 2-5.3.5. The NTP will not be issued prior to the approval of such documents.

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

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

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

6-1.2 Commencement of the Work. Delete the subsection in its entirety. Add the following subsections:

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

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

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

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

1. The Contractor is required to work on tree and stump removals per 300-1.3.2(d) in a continuous operation.
2. Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
3. All Work shall only be performed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday excluding holidays, unless otherwise approved by the Engineer.
4. A move-in period of 10 calendar days will be allowed starting on the date specified in the Notice to Proceed.
5. Holiday Moratorium per 7-10.2.8 of these Special Provisions.

Should the Contractor fail to meet Requirements 1 to 5, the Engineer reserves the right to prohibit the Contractor from making further removals until the clean up, construction, or rehabilitation of sprinklers is in conformance with the aforementioned requirements. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, CITY may perform said work and charge the Contractor for all costs incurred.

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

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

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

6-7 TIME OF COMPLETION.

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

Time shall be of the essence in the Contract. The Contractor shall begin Work after 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 60 working days from the start date specified in the Notice to Proceed.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY.

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

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the

date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

6-8.3 Warranty. Add the following subsection:

6-8.3.1 Manufacturer's Warranties. Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility. The Engineer may, at his option, require a manufacturer's warranty on any product offered for use.

6-9 LIQUIDATED DAMAGES. In each of the two paragraphs, substitute "\$ 1,500 in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

7-2.3 Payroll Records. Add the following:

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

Add the following subsections:

7-2.5 Subcontractor Records

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

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

California Labor Code:

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section

1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

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

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

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

7-3 INSURANCE.

7-3.2 General Liability Insurance. Replace the second sentence of the second paragraph with the following:

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

- 1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a). Combined single limits of \$2,000,000 per occurrence.

- 2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

Add the following:

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

7-3.3 Worker's Compensation Insurance. Add the following after the fourth paragraph:

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

7-3.4 Auto Liability Insurance Delete subsection in its entirety.

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

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction. The Contractor shall obtain no-fee Electrical and Plumbing permits from the Building and Safety Department before commencing installation of new electrical services or on-site irrigation systems, as applicable.

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

Add the following subsections:

7-5.1 State Encroachment Permit. A State of California Department of Transportation (Caltrans) Encroachment Permit has been obtained by the CITY and is included in Appendix III. However, the Contractor shall submit to Caltrans, a signed application requesting a separate permit authorizing the Contractor to perform the work within Caltrans right-of-way for the CITY. The Contractor shall pay all charges, fees and bonds for this permit. The application shall be made to the State of California, Department of Transportation, 120 South Spring Street, Los Angeles, CA 90012, telephone (213) 897-3631.

Full compensation for complying with the above requirements shall be considered as included in the lump sum price for CALTRANS PERMIT AND INSPECTION FEES. However, this is not the amount that will be paid to the Contractor. The amount that shall be paid to the Contractor shall be the actual permit and inspection fees paid to the State with no mark-up or extra costs, except the Contractor shall be solely responsible for any fee charged to re-inspect rejected or incomplete work.

Unless otherwise authorized by the State Encroachment Permit, all work within Caltrans Right-of-Way shall be performed in accordance with the 2010 State of California Department of Transportation Standard Specifications, Section F and Appendix IV.

7-6 THE CONTRACTOR'S REPRESENTATIVE

Add a third paragraph to the section stating the following:

The Contractor's Representative shall be approved by the CITY prior to the start of the Work. If the designated representative is rejected, the Contractor shall immediately designate another

representative in writing and submit to the City for consideration. The CITY shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time and at no cost to the CITY.

7-8 WORK SITE MAINTENANCE.

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

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

7-8.6 Water Pollution Control.

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

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Stormwater Quality Association's: Stormwater Best Management Practice Handbook Portal: Construction. The publication is available from CASQA.

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

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

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

VEGETATIVE STABILIZATION	Scheduling of Planting
	Preservation of Existing Vegetation
	Temporary Seeding and Planting
	Mulching
PHYSICAL STABILIZATION	Geotextiles and Mats

	Soil Stabilizer/Dust Control
	Temporary Stream Crossing
	Stabilized Construction Roadway
	Stabilized Construction Entrance
RUNOFF DIVERSION	Sodding, Grass Plugging, and Vegetative Buffer strips
	Earth Dikes, Drainage Swales, and Lined Ditches
	Top and Toe of Slope Diversion Ditches/Berms
	Slope Drains and Subsurface Drains

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

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

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

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

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

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

Add the following subsections:

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

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

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

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

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

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

Add the following paragraphs:

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

Add the following subsections:

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

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

- (a) Trimming. Symmetry of the tree shall be preserved; no stubs, splits torn branches or torn roots left; clean cuts to be made close to trunk or large branch. Spikes

shall not be used for climbing live trees. All cuts over one and one-half inches in diameter shall be coated with a suitable tree wound paint as approved by the Engineer.

- (b) Replacement. The Contractor shall immediately notify the Engineer if any tree is damaged by its operations. If, in the opinion of the Engineer, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like variety as the tree damaged, subject to the approval of the Engineer. The size of the tree shall be the size of the tree replaced or 3" in diameter, whichever is smaller.

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

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Access.

7-10.1.1. General.

7-10.1.1.1 Vehicular Access. Replace the entire subsection with the following

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

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

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

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

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

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

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

- (a) For each establishment (such as, but not limited to, gas stations, markets, and other "drive-in" business) on the corner of an intersection, which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street insofar as the access is affected by the Contractor's operations.
- (b) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to the entrance driveway and the exit driveway insofar as the access is affected by the Contractor's operations.
- (c) The Contractor shall provide vehicular access to all schools and parking lots including, but not limited to, apartment building parking lots.
- (d) The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies and for delivery of mail.
- (e) The Contractor shall make every reasonable effort to provide maximum access to churches on their Sabbath days. In addition, the Contractor shall not park or store equipment at the site of a church on its Sabbath days.
- (f) At least three (3) days prior to starting work in any location, the Contractor shall distribute written notices to all homeowners and residents that will be impacted by the work. The City will provide the notice.
- (g) The Contractor shall provide a minimum 1-inch thick temporary asphalt surface for an access ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.
- (h) The Contractor shall protect the work from traffic. Should the slurry seal be damaged, the Contractor shall provide satisfactory repairs at no cost to the City.

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

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

7-10.1.1.2 Pedestrian Access. Replace the entire subsection with the following:

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

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

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

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

7-10.2 Work Area Traffic Control

7-10.2.1 General. Delete subsection in its entirety.

7-10.2.2 Traffic Control Plan (TCP). Replace the entire subsection with the following:

The approved TCP included in the Contract shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said Plan, unless otherwise approved by the Engineer shall constitute a breach of Contract.

7-10.2.3 Payment. Replace entire subsection with the following:

Full compensation for complying with the submittal requirements, furnishing, placing and removing traffic control shall be per the Contract Unit Price for TRAFFIC CONTROL.

Add the following subsections:

7-10.2.4 Minimum Requirements for Maintaining Traffic Flow. The Contractor shall observe the following minimum requirements:

- a) Unless otherwise shown on the Traffic Control Plans, permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b) At a minimum, the Contractor shall maintain one (1) ten (10) foot-wide lane open in each direction between the hours of 7:00 a.m. and 3:30 p.m. All travel lanes shall be kept open all other times.
- c) Any travel lane adjacent to the curb and within the work zone shall be, at a minimum, a twelve (12) foot-wide lane.
- d) Reduction in lane requirements may be afforded only with prior written approval from the Engineer.
- e) Traffic signs, flaggers, warning devices, safety traffic devices and, on select streets, electronic arrow boards for diverting and directing traffic shall be furnished, installed and maintained by the Contractor throughout the project.
- f) The Contractor must provide access through the work zone in non-working hours by means of temporary ramps. Open trenches shall either be covered by steel plates, or ramped with crushed miscellaneous base. No drop-off at either transverse or longitudinal joints shall be allowed at any time. Temporary ramps, including those for driveway access, shall be constructed with either crushed miscellaneous base or temporary asphalt, as appropriate, with a minimum of 1" to 12" slope in both longitudinal and transverse directions.

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

7-10.2.7 Temporary "No Parking" Signs. The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

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

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

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

If, in the event a street scheduled for slurry or cape sealing was missed, the Contractor shall immediately remove all "No Parking" signs and notify all residents and others previously notified, with printed notices, that due to unforeseen circumstances, the Contractor was not able to seal the street as previously notified, that the street will be rescheduled in approximately 1 to 2 weeks, and that they will be re-notified. The Contractor shall, on the job site prior to the start of each day's work, have an adequate supply of approved letters of notification to residents for missed streets.

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

7-10.2.8 Holiday Moratorium. No reduction in lane widths on any major street shall be permitted during the CITY's holiday period construction moratorium, which begins on the Monday prior to Thanksgiving and ends on the Friday following New Year's Day. No traffic signal shall be out of operation for any period of time during said moratorium.

7-10.2.9 Refuse Collection. Refuse collection days are established and will not be changed. Consult the Engineer regarding the refuse collection schedule. The Contractor shall ensure streets and alleys affected by the work are accessible to the CITY's automated trash trucks on designated pick up days. In alleys, Contractor shall be responsible to provide and maintain access to large trash containers during the course of the work.

7-10.2.10 Protection of Permanent Pavement Markings, Manholes, Valves. The Contractor shall, in areas outside of the work zone, protect existing raised pavement markers, thermoplastic legends and markings. The Contractor shall cover and protect existing valve and manhole covers, utility caps, and similar items from damage.

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

Full compensation for the items in this subsection shall be considered as included in the Contract Unit Price for TRAFFIC CONTROL.

7-10.6 Street Closures, Detours, Barricades.

In addition to the requirements of this subsection, the Contractor shall conform to the requirements for street closures, detours, and barricades as stipulated in the Special Provisions. However, deviations from the requirements stipulated in the Special Provisions may be permitted upon written approval of the Public Works Director when such deviations are in the best interest of the City.

The Contractor shall notify the Engineer at least ten (10) working days in advance of closing or partially closing any street or alley and comply with their requirements. In addition, the Contractor shall notify the Torrance Police Department-Traffic Division at (310) 618-5557 and Torrance Fire Department at (310) 781-7042 at least two (2) working days in advance of such closing.

It shall be the Contractor's responsibility to allow passage of the Torrance Transit System coaches through the construction area at all times. The Contractor shall notify the Torrance Transit Department at (310) 618-6266 at least 48 hours prior to construction affecting bus stop zones to allow said Transit System to temporarily abandon and relocate bus stop zones within the construction area.

The Contractor shall immediately notify the above parties upon completion of the construction work and opening or reopening of any street or alley.

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

Full compensation for furnishing, installing, maintaining and removing the above traffic control devices shall be considered as included in the Contract Unit Price for TRAFFIC CONTROL.

Where streets in which improvements are being constructed are specified hereinafter to be closed to through traffic, it shall be understood that such closures shall apply only to the portions of

This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required, except as modified hereinafter or within the Special Provisions.

The Contractor shall conform to Section 74.6.8 of the Torrance Municipal Code. In addition, the Contractor shall comply with directions from the Engineer to provide protection at excavations, trenches and/or other potentially hazardous construction areas. The Contractor shall be required to erect temporary railing (Type K) per Caltrans Standard Plan T3, five-foot high chain link fences, or equivalent protection, to completely enclose all open excavations over three feet (3') in depth. Fencing shall be approved by the Engineer, and provide adequate security. Fencing may be removed during working hours to the extent necessary to provide access and working room, in which case the Contractor shall provide equivalent security, to the satisfaction of the Engineer, during said periods. Any excavation not secured to the satisfaction of the Engineer shall be completely backfilled prior to the end of each day's construction activities. The Engineer may require additional security devices, lighting or other protection in addition to said fencing. Full

compensation for furnishing, placing and removing temporary protection shall be considered as included in the price for the various items of work.

Add the following section:

7-15 PROJECT CONSTRUCTION SIGN.

The Contractor shall install one Measure R Project Construction Sign at a location to be determined by the Engineer. The 60" x 70" sign shall be furnished by the City, to be picked up by the Contractor at the City Yard.

The Contractor shall furnish all mounting and hardware material necessary for the installation of the sign at the site. It shall be the responsibility of the Contractor to ensure that the sign will be structurally secure and protected from vandalism and theft. The sign shall be in place by the start of construction, and shall remain at the site through the duration of the project. Upon project completion, the Contractor shall return the salvaged sign to the City Yard.

Full compensation for transporting, installing, maintaining and removing signs shall be included in the price bid for PROJECT CONSTRUCTION SIGN.

SECTION 9 - MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.2 Methods of Measurement. Add the following subsections:

9-1.2.1 Payment for Labor and Materials.

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

9-1.2.2 Measurement and Payment

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

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

The Contractor shall, within five (5) working days of receipt of a request from the Engineer, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor

certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for providing these breakdowns.

9-3 PAYMENT.

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

For each progress estimate, 5 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition, 125% of the amount of unreleased "STOP" Notices will be withheld.

Add the following:

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

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

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

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

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

- (a) Submittal and modification, as required, of the Construction Schedule.
- (b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (c) Installing temporary construction power and wiring.
- (d) Developing construction water supply.
- (e) Providing on-site sanitary facilities and portable water facilities, as required.
- (f) Arranging for and erection of Contractor's work and storage yard.
- (g) Submittal of all required insurance certificates and bonds, including subcontractors.
- (h) Obtaining all required permits.
- (i) Posting all OSHA required notices and establishment of safety programs.
- (j) Potholing and other research and review as necessary to verify site conditions and utility locations.

(k) Having the Contractor's Superintendent present at the job site full-time.

(l) Removal (including all spray-painted markings on any surface), cleanup, and restoration.

Add the following subsection:

9-3.5 Noncompliance with Plans and Specifications.

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.

Add the following section:

9-4 CLAIMS.

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

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

Add the following section:

201-8 VEGETATION CONTROL

201-8.1 Minor Concrete.

Minor Concrete to be used for vegetation shall be per Section 90-2 of the 2010 Caltrans Standard specifications.

90-20.02 Materials. Add the following:

Minor concrete must include reinforcing fibers and may include crumb rubber aggregate.

90-2.02B Cementitious Material. Delete entire sub-section and replace with the following:

Minor concrete must contain at least:

1. 505 pounds of cementitious material per cubic yard if crumb rubber aggregate is used.
2. 400 pounds of cementitious material per cubic yard if crumb rubber aggregate is not used.

90-2.02C Aggregate. Replace the third paragraph with the following:

Minor concrete must have a maximum aggregate size of 3/8 inch. The Contractor may use volumetric proportioning under ASTM C 685/C 685M or section 90-3.02B. Minor concrete must have a 28-day compressive strength from 1,400 to 1,800 psi.

Add the following:

90-2.02F Crumb Rubber Aggregate.

Crumb rubber must consist of ground or granulated scrap tire rubber from automobile and truck tires. Tire buffings are not allowed. Crumb rubber aggregate must be ground and granulated at ambient temperature. The gradation of the crumb rubber aggregate must meet the requirements of the following table:

Gradation Requirements	
<u>Sieve size</u>	<u>Percentage passing</u>
1/2"	100
3/8"	90–100
1/4"	35–45
No. 4	5–15
No. 8	0–5
No. 16	0

Crumb rubber aggregate must not contain more than 0.01 percent of wire by mass of crumb rubber and must be free of oils and volatile organic compounds.

Comingling of crumb rubber from different sources is not allowed.

The crumb rubber aggregate must be 3.5 ± 0.5 percent by weight of the concrete.

90-2.02G Reinforcing Fibers.

Reinforcing fibers for minor concrete must be:

1. Polypropylene fibers with an engineered sinusoidal contoured profile manufactured specifically for use as concrete reinforcement.
2. Blended ratio of 4 parts by weight of coarse monofilament fibers with maximum individual fiber lengths of $2 \pm 1/2$ inch and 1 part by weight of fine fibrillated polypropylene fibers of various lengths and thicknesses. If the coarse and fine reinforcing fibers are supplied by the same manufacturer, they may be premixed in a sealed 5 lb degradable bag.
3. From a commercial source.
4. Concrete ingredient as described in your mix design and as recommended by the manufacturer.

The reinforcing fiber content of minor concrete must be 5 lb/cu yd.

90-2.02H Coloring Agent.

The color of concrete must be selected to match the color of the surrounding soil to the satisfaction of the Engineer. The coloring agent must be integral to the concrete mix and added at the concrete plant.

If the curing compound method is used, use curing compound no. 6.

201-8.1 Block-Out Material.

Use a commercially-available expanded polystyrene foam for the block-out material. The expanded polystyrene foam must have a compressive strength of 13 ± 5 psi at 10 percent deformation when tested under ASTM D1621.

The Contractor may substitute any appropriate material that meets the compressive strength requirements of the expanded polystyrene foam if authorized.

SECTION 206 – MISCELLANEOUS METAL ITEMS

206-5 METAL RAILINGS

206-5.2 Flexible Metal Guardrail Materials.

Delete the entire sub-section and replace with Section 83-2.02B of the Caltrans Standard Specifications.

Add the following section:

206-7 METAL FENCING

206-7.1 Metal Fencing Materials.

Capped tubular steel fencing and access gates, including accessories, fittings, and fastenings, shall be fabricated by and obtained from a single source. Tubular steel fence shall be standard high quality square hollow section, with the following minimum sizes and gauges:

- 1-1/2" x 1-1/2" x 0.095" tubular steel post
- 1" x 2" x 0.083" tubular steel railing
- 3/4" x 3/4" x 16 gauge steel pickets

Access gates shall be a single swing door with mechanism to secure gate closed with a padlock.

Tubular steel posts shall be spaced by a maximum of 8' on center. Concrete for fence footings shall meet the following requirements: Ready-mixed concrete shall be ASTM C 94, using 3/4 inch maximum size aggregate, and having a minimum compressive strength of 3000 psi at 28 days. Slump shall be 4 inches as determined by ASTM C 143. One part portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix. Dry packaged concrete shall be ASTM C 387, using 3/4 inch aggregates per ASTM C 33, and potable water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 3000 psi.

Fencing shall be fabricated in panels and factory powder coated with zinc rich epoxy primer and polyester topcoat for corrosion protection. The color of topcoat shall be submitted to the Engineer for approval. The coating shall be without voids, cuts, or tears that reveal the substrate. All field welds shall be painted with a rust-resistant material provided by powder coating manufacturer to be compatible with and match color of powder coating. Post and picket caps shall be designed to fit snugly over posts and pickets, and to exclude moisture. Access gates shall be manufactured in the same specifications as the gate, and installed at 200-foot increments along the ornamental gate length.

Contractor shall furnish shop drawings as necessary for fabrication of fencing to be used on this project showing details of post installation, panel fabrication, hardware and accessories, as well as samples of proposed color and finish to the CITY for approval prior to fabrication.

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.3 Removal and Disposal of Materials.

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

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to, all excess excavation material, trees and plants, debris, and miscellaneous items as shown on the Plans and as specified in the Scope of Work. The Contractor shall conform to the following requirements:

- 1) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 2) Removal and handling of soil containing hazardous waste concentrations of aurally deposited lead shall conform to the following documents:
 - a) Caltrans Special Provision 14-11.03, as presented in Section F of these contract documents.
 - b) Approved Lead Compliance Plan per Section 2-5.3.5
 - c) Approved Excavation and Transportation Plan per Section 2-5.3.5
 - d) Approved Health and Safety Plan per Section 2-5.3.5
 - e) Approved Soil Management Work Plan per Section 2-5.3.5
- 3) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.

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

300-1.3.2 Requirements.

Add subparagraphs (d) and (e):

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

The Engineer shall place a visible removable “tag” on each tree proposed to be removed at least five (5) work days and no earlier than ten (10) work days prior to removal. Said “tag” is intended to give adjacent residents proof of trees to be removed or saved. Tags shall be on the sidewalk side of trees and located at least five feet (5’) above ground.

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

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

The Contractor shall conform to the following requirements:

- 1) The cutting down or removal of trees is prohibited after the prescribed working hours unless permission is granted by the Engineer.
- 2) All debris from pruning or removing a tree shall be cleaned up and hauled away from the Work site on the same day that the tree is cut or pruned. Firewood-size logs may be left neatly piled for residents to pick up for no longer than three (3) days.
- 3) All holes created from removal of tree stumps shall be backfilled and graded to finish level by the end of the workday.
- 4) Sprinkler systems disrupted by the Contractor shall be capped or restored by the end of the workday. Capped systems shall be restored to original working condition within three (3) days.

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

Add the following section:

300-1.3.3 Construction and Demolition Debris Recycling.

300-1.3.3.1 General. Consistent with the Agency's efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the Contractor shall reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by this Contract hereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

300-1.3.3.2 Definitions.

Shall be as defined in the TORRANCE MUNICIPAL CODE, DIVISION 4, CHAPTER 3, ARTICLE 8 (or Section 43.8.1).

300-1.3.3.3 Recycling Summary.

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

Failure of the Contractor to submit the Recycling Summary within the time specified will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable

and extremely difficult to determine. For failure to submit the Recycling Summary, as required, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$10,000 for a contract of \$500,000 or more. The Contractor shall pay to the Agency, or have withheld from monies due it, 2% of the total contract amount for a contract of \$499,999 or less.

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

300-1.3.3.4 Payment.

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

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

When the Contract does not include a pay item for clearing and grubbing, payment under this section shall be by the following:

- a) **Trees.** Payment for tree removals and disposal shall be per the Contract Unit Price for TREE REMOVAL and shall include all work involved in tagging, cutting and complete removal of trunks, branches, stumps and roots to a depth of 3 feet below existing grade, excavation, hauling, disposal, backfilling tree wells, restoration and replanting of removal areas; and other appurtenant work.
- b) **Miscellaneous Removal and Relocations.** Payment for miscellaneous removals and relocations shall be per the Contract Unit Price, and shall include full compensation for excavation, backfilling, grading, trimming plants, import if required, placing of top soil, disposing of surplus material and appurtenant work.
- c) **Hazardous Waste of Lead Soil.** Payment for excavation, disposal, and backfill of soil containing hazardous waste concentrations of aurally deposited lead shall be measured and paid for as EXCAVATION AND DISPOSAL OF CA HAZARDOUS WASTE OF SOIL CONTAINING LEAD, and shall include full compensation for excavation, backfilling, grading, import of soil where required, placing of top soil, disposing of hazardous material and all appurtenant work.

300-3 STRUCTURE EXCAVATION AND BACKFILL

300-3.1. General. Add the following paragraphs:

Removal of existing chain link fence on soil shall be executed per this section.

Existing chain link fence at the concrete center island shall be removed by cutting each steel foundation tube at the base flush with concrete footing. Any void shall be filled with slurry flush with finish grade to the satisfaction of the Engineer.

Unless otherwise stated on the Plans or Specifications or specified by the Engineer, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

Add the following sections:

303-9 GROUTED COBBLESTONE PAVEMENT.

The Contractor shall remove existing improvements, grade, compact, prepare subgrade, and place Portland cement concrete with cobblestone rocks grouted in place per plan. Rocks shall match the size and color shown, and as specified below. Location shall be excavated, graded, and subgrade compacted to 95% minimum prior to placement of PCC. Concrete shall be placed, then cobblestones placed on top and worked into place in the wet mixture to ½ of their diameter in depth. The concrete mix slump shall be as required to work cobbles into place, yet not migrate. Slump on slope areas may need to be 1" or less. Cobbles shall be clean, and shall be secure in place after curing. Fractured edges which may cause injury shall not be allowed. Overly smooth or polished cobbles that may cause a slipping hazard shall not be allowed. Loose cobbles shall be removed, and repaired at the direction of the Engineer. Cobbles shall cover at least 80% of the surface area of the cobblestone pavement, and present a neat and uniform appearance.

Cobbles shall be type as noted per plan and as follows:

- Southwest Builder and Stone, Mexican Beach Mixed, 3" to 5", or equal
- See the following web site for additional reference information:
<http://www.southwestboulder.com/cobbles-pebbles/>

Payment for complying with the work contained in this section shall be included in the contract bid price for PREPARE AND INSTALL SMOOTH GREY 4"-6" COBBLE STONES COMPLETE IN PLACE per square foot (SF), which shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all of the work involved in constructing improvements complete in place as shown on the plans and specified in these Special Provisions, and no additional compensation will be allowed.

303-10 VEGETATION CONTROL.

303-10.1 General.

Areas to receive vegetation control must be cleared of vegetation, trash, and debris. Dispose of removed material.

Areas not receiving the typical minor concrete vegetation control, such as around tree roots, shall include placement of a weed control mat, as approved by Caltrans.

303-10.2 Earthwork.

Excavate areas to receive vegetation control. Where vegetation control abuts the existing surfacing, the edge of the existing surfacing must be on a neat line or must be cut on a neat line to a minimum depth of 2 inches before removing the surfacing. The finished elevation of the excavated area to receive vegetation control must maintain planned flow lines, slope gradients, and contours of the job site.

Grade areas to receive vegetation control to a smooth, uniform surface and compact to a relative compaction of not less than 95 percent.

Dispose of surplus excavated material uniformly along the adjacent roadway except as specified in section 300-1.3.1.2).

303-10.3 Block Out.

Install block-out material as shown on the plans.

If block-out material is supplied in more than 1 piece, tape the pieces together to make a smooth surface on the top and sides. Ensure block-out material does not move during concrete placement.

303-10.4 Placing Minor Concrete.

Place minor concrete for vegetation control by hand.

Strike off and compact minor concrete with a mechanical or vibratory screed device. Apply a broom finish. Match the finished grade to the adjacent section of vegetation control, pavement, shoulder, or existing grade.

303-10.5 Payment.

Vegetation control (minor concrete) is measured from the actual areas placed. Full compensation for installing minor concrete vegetation control shall be considered as included in the contract price paid for VEGETATION CONTROL PER CALTRANS STANDARD A78C3, and no separate payment shall be made therefor.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

Add the following:

304-5 METAL FENCING.

Panels and access gates shall be transported to the site using methods to protect them from scratching or bending. Store materials off the ground to provide protection against oxidation caused by ground contact, and cover to protect against rust caused by precipitation.

Verify layout information for fences shown on the drawings in relation to existing elements and other work to be installed, and bring any discrepancies or unforeseen site conditions to the attention of the City prior to installation.

Fence panels and access gates shall be installed at the site in concrete footings as shown on plans, welded together at joints, and welds ground smooth and painted with two coats exterior enamel in color to match powder coat. Contractor shall guarantee fencing materials and installation, including powder coat, to be free of damage, loose welds, and rust for a minimum period of two years following final acceptance by City, excepting clear evidence of vandalism or damage by cars.

304-6 THRIE BEAM BARRIER.

304-6.1 General.

Construction of new thrie beam barriers shall be per Section 83-2.02B of the Caltrans Standard Specifications.

Submit a certificate of compliance for terminal system, single thrie beam barrier end treatment, type SFT.

83-2.02B Thrie Beam Barrier. Add the following after the last paragraph:

Rail elements shall be lapped so that the exposed ends will not face approaching traffic. Terminal sections and return caps shall be installed in conformance with the manufacturer's recommendation.

304-6.2 Terminal System.

Terminal systems must be installed under the manufacturer's installation instructions and these specifications. Each terminal system installed must be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be removed of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

304-6.3 Connection to Existing System.

New Thrie Beam Barrier shall connect with existing guard rail at approximately STA 120+29. Existing thrie beam barrier end treatment to be removed in order to accommodate new thrie beam barrier. Thrie beam to W-Beam transition installation shall be removed and disposed of. Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract price paid per foot for REMOVE METAL BEAM GUARD RAILING and no separate payment will be made therefor.

Transition connection between new thrie beam barrier and existing W-Beam barrier shall be submitted as part of the Thrie Beam Barrier shop drawings.

304-6.3 Payment.

The contract unit price for SINGLE THRIE BEAM BARRIER shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in furnishing and installing Thrie Beam barrier complete in place, including drilling holes for wood posts, driving posts, backfilling the space around the posts, excavation and backfilling end anchor assembly holes, connecting thrie beam barrier to concrete surfaces as shown on plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price for SINGLE THRIE BEAM BARRIER TO MIDWEST GUARDRAIL SYSTEM TRANSITION RAILING shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in furnishing and installing Thrie Beam barrier to Midwest Guardrail Transition complete in place, including drilling holes for wood posts, driving posts, backfilling the space around the posts, excavation and backfilling end anchor assembly holes, connecting thrie beam barrier to existing W-beam barrier as shown on plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid for SINGLE THRIE BEAM BARRIER END TREATMENT (Type SFT) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing end treatment (Type SFT), complete in place, including drilling holes for wood posts, driving posts, backfill, and disposal of surplus material,

as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-4 PLANTING.

Add the following subsections:

308-4.10 Parkway Trees

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

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

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

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

There shall be no separate payment for the services of the CA. All costs for the CA shall be included in the prices bid for appurtenant work.

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

Tree root systems must remain adequate to withstand heavy windstorms.

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

308-4.10.3 Root Barrier and Pruning. Roots shall be pruned immediately adjacent to the edge of the vegetation control. Extent shall be per the recommendation of the Consulting Arborist.

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

Areas root pruned shall be backfilled with Class "C" topsoil either immediately upon completion of root pruning or upon completion of the adjacent work provided that adequate safety and warning

devices are placed and maintained at each location.

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

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

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

The root barrier shown in City of Torrance Standard Plan Nos. T401 and T402 is hereby deleted from this project.

308-4.11. Payment. Payment for root pruning shall be deemed as being included in the prices bid for the various items of work. No additional payment will be added.

Add the following section:

SECTION 315 – SIGNAGE

315-1 ROADSIDE SIGNS.

All signs shall be relocated or installed in accordance with the requirements of Section 56-4 of the 2010 Caltrans Standard Specifications, 2010 Caltrans Standard Plans and these Special Provisions. Roadside signs shall be relocated or installed at the locations shown on the Plans or where directed by the Engineer.

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

56-4 ROADSIDE SIGNS

56-4.03 Construction. Delete the third and eleventh paragraphs.

56-4.04 Payment. Replace the entire subsection with the following:

Payment for relocation and/or update and installation of roadside signs shall per the Contract Unit Price for UPDATE/RELOCATE TRAFFIC SIGNAGE COMPLETE IN PLACE and shall include all labor, materials, tools, equipment, and individuals, and for doing all the work involved in relocating, furnishing and installing roadside signs, complete in place, as shown on the Plans and these Special Provisions, and as directed by the Engineer.