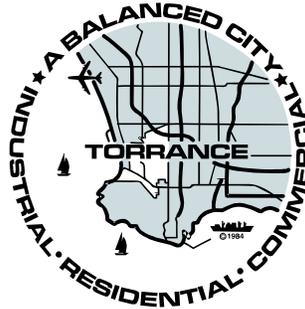


**PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND  
GATES**

**B2009-44  
FEAP 471**



**John Dettle  
Acting City Engineer  
November 2009**

TABLE OF CONTENTS

**SECTION A - NOTICE INVITING BIDS**

NOTICE INVITING BIDS..... A-1

**SECTION B**

INSTRUCTIONS TO BIDDERS ..... B-1

**SECTION C - BID DOCUMENTS**

BIDDER'S PROPOSAL..... C-1

ACKNOWLEDGMENT OF ADDENDA RECEIVED..... C-3

CONTRACTOR'S AFFIDAVIT ..... C-4

BID BOND ..... C-6

LIST OF SUBCONTRACTORS ..... C-7

REFERENCES..... C-8

DBE BIDDERS LIST ..... C-10

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS..... C-11

DISQUALIFICATION OR DEBARMENT ..... C-12

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

PERFORMANCE BOND..... D-1

LABOR AND MATERIAL BOND..... D-3

PUBLIC WORKS AGREEMENT..... D-6

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT ..... D-17

WORKERS' COMPENSATION INSURANCE CERTIFICATION ..... D-19

**SECTION E - SPECIAL PROVISIONS** E-1

**SECTION F - TECHNICAL PROVISIONS** F-1

## **APPENDIX**

**APPENDIX I - CITY OF TORRANCE PERMIT AND BUSINESS LICENSE**

**APPENDIX II - CITY OF TORRANCE STANDARD PLANS**

**APPENDIX III - APWA STANDARD PLANS**

**APPENDIX IV - CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**

**APPENDIX V - CONSTRUCTION PLANS**

**SECTION A**

**NOTICE INVITING BIDS**

**CITY OF TORRANCE  
CALIFORNIA**

**NOTICE INVITING BIDS**

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, December 10, 2009**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF  
STORM WATER RETENTION BASIN AND  
CHANNEL PERIMETER FENCING AND GATES  
B2009-44  
FEAP 471**

Plans, Bid Schedule and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at '[www.TorranceCA.gov/PublicWorks](http://www.TorranceCA.gov/PublicWorks)', highlight '[Civil and Traffic Engineering](#)', click '[Current Capital Improvement Projects](#)', click the *Name of the Particular Project*.

An official and required form of Proposal (colored hardcopy) must be obtained at the Office of the City Clerk (310) 781-7530, City Hall, 3031 Torrance Boulevard, Torrance, California, at no cost; or, upon payment of \$5 if requested by mail. The amount includes tax and is not refundable. A prospective bidder must provide the firm's name, address, telephone and fax numbers, a contact person and a valid email address. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

A bound Specifications booklet may be obtained at the Office of the City Clerk (310) 781-7530, City Hall, 3031 Torrance Boulevard, Torrance, California, upon payment of \$30 if picked up at City Hall, or payment of \$40 if requested by mail. Both amounts include tax and neither amount is refundable.

If requesting by mail, please send check to the following:

**CITY OF TORRANCE  
OFFICE OF THE CITY CLERK  
3031 TORRANCE BLVD  
TORRANCE, CA 90503-2970  
ATTN: B2009-44**

The Engineer's estimate for the Base Bid is between **\$85,000** and **\$95,000**. All work shall be completed within **sixty (60) working days** from the date of the Notice to Proceed (NTP).

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

All bidders shall submit the required DBE information with their bid. (See Section D4 on page B-3).

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

The City has determined that a Class **A, or C-13** Contractor's license is necessary to bid this project, but reserves the right to accept another Class at the sole discretion of the Public Works Director.

Pursuant to Section 1770 et seq. of California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California and is available in the Office of the City Clerk of the City of Torrance. Certified payrolls shall be submitted monthly by the contractor hired for this project.

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

For further information, please contact Key Ebarle or David Ringland in the Public Works Department at (310) 781-6900, or e-mail [KEBARLE@TorranceCA.gov](mailto:KEBARLE@TorranceCA.gov)

**SECTION B**

**INSTRUCTIONS TO BIDDERS**

**CITY OF TORRANCE  
CALIFORNIA**

**INSTRUCTIONS TO BIDDERS**

**A. QUALIFICATION OF BIDDERS**

1. Competency of Bidders

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

2. Contractor's License

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

**B. BIDDER RESPONSIBILITY**

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

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

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

**C. ADDENDA TO THE CONTRACT DOCUMENTS**

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required nine (9) Bid Proposal Documents:

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

All prices submitted will be considered as including any and all sales or use taxes.

In the case of discrepancy between unit bid price and total bid, the unit price shall prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

The City encourages that Disadvantaged Business Enterprise (DBE) have the opportunity to participate in public works projects. To assist the City in establishing DBE goals, all proposing prime bidders are required to submit a DBE Bidder's List form for each subcontractor and supplier, whether DBE or not, contacted during preparation of the Bid. This Bid has no set goal, as it is not a Federal-aid project.

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required nine (9) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

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

H. EXECUTION OF CONTRACT

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

- 1) Performance Bond (100% of Bid)
- 2) Labor and Material Bond (100% of Bid)
- 3) Contract - Public Works Agreement
- 4) Verification of Insurance Coverage (Certificates and Endorsements)
- 5) Construction or Service Contract Endorsement

- 6) Workers' Compensation Insurance Certificate
- 7) Construction Permit Application Form
- 8) Business License Application Form

I. APPRENTICESHIP EMPLOYMENT STANDARDS

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

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

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

K. INSURANCE

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

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must fax their question(s) in writing to Key Ebarle of the Torrance Public Works Department at (310) 781-6902 or may e-mail to 'KEBARLE@TorranceCA.gov'. All inquiries must be received no later than 5:00 p.m. on the Thursday, one week prior to the date for opening the bids. Questions received after this date may not be considered.

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

**BIDDER'S PROPOSAL**

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

**B2009-44, FEAP 471**

Total Bid: \_\_\_\_\_

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND GATES**

---

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

Members of the Council:

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

**BID SCHEDULE**

<b>Item No.</b>	<b>Approx. Qty</b>	<b>Unit of Meas.</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total Bid</b>
<b>1</b>	920	LF	ENTRADERO PARK BASIN - METHOD ONE  REMOVE EX. FABRIC AND POLES & REPLACE WITH SIX  FOOT HIGH CHAINLINK FENCE W/BARBED WIRE		
<b>2</b>	202	LF	SUSANA AVENUE BASIN—METHOD ONE  REMOVE EX. FABRIC AND POLES & REPLACE WITH SIX  FOOT HIGH GREEN VINYL CHAINLINK FENCE,(W/BARBED  WIRE) INCLUDING 20.5' 2- PANEL MATCHING SWINGING  GATE		

Item No.	Approx. Qty	Unit of Meas.	Item Description	Unit Price	Total Bid
3	150	LF	VINE STREET BASIN - METHOD ONE REMOVE EX. FABRIC AND POLES & REPLACE WITH SIX FOOT HIGH CHAINLINK FENCE W/BARBED WIRE		
4	278	LF	VINE STREET BASIN- METHOD ONE REMOVE EX. FABRIC AND POLES & REPLACE WITH SIX FOOT HIGH GREEN VINYL CHAINLINK FENCE (W/BARBED WIRE) INCLUDING 11.5' MATCHING SWING GATE		
5	625	LF	EL DORADO BASIN /MAPLE STREET - METHOD TWO REMOVE EX FENCE FABRIC & REPLACE WITH SIX FOOT HIGH GREEN VINYL CHAINLINK FENCE (UTILIZING EXISTING POLES, W/BARBED WIRE) INCLUDING 15' AND 4' MATCHING SWING GATES		
6	180	LF	MADRONA MARSH BASIN - METHOD ONE REMOVE EX. FABRIC AND POLES & REPLACE WITH 7' HIGH WROUGHT IRON FENCE(180' OF FENCE PANELS SUPPLIED BY CITY).		
7	140	LF	MADRONA MARSH: METHOD ONE REMOVE EX. FABRIC AND POLES & REPLACE WITH 7' HIGH WROUGHT IRON FENCE(ALL MATERIALS SUPPLIED BY CONTRACTOR)		

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

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

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

**ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2009-44**

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

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**CONTRACTOR'S AFFIDAVIT**

STATE OF CALIFORNIA     }  
  }  
COUNTY OF \_\_\_\_\_}

**B2009-44**

\_\_\_\_\_, being first duly sworn, deposes and says:

1. That he is the

\_\_\_\_\_

Title

of \_\_\_\_\_  
**(Name of Partnership, Corporation, or Sole Proprietorship)**

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND GATES, B2009-44 ;

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

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Subscribed and Sworn to

before me this \_\_\_\_\_ day

\_\_\_\_\_  
(Contractor)

of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Title)

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

**BID BOND**

**B2009-44**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_

as principal, and \_\_\_\_\_

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

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2009-44, said work being: the Construction of STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND GATES, and in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Local Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

## LIST OF SUBCONTRACTORS

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

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES**

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

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

**REFERENCES**

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

<b>Work Description &amp; Contract Amount</b>	<b>Agency</b>	<b>Date Completed</b>

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

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

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

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

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

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

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

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

**DBE**

**DBE BIDDERS LIST  
B2009-44**

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

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

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

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS**

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

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

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

---

---

---

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

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

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

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

---

---

---

**DISQUALIFICATION OR DEBARMENT**

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

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

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

Reason: \_\_\_\_\_

---

---

---

---

Provide Status and any Supplemental Statement: \_\_\_\_\_

---

---

---

---

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

**SECTION D**

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

## PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal(s)  
and \_\_\_\_\_

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

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that: **WHEREAS**, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, with the said City of Torrance for the Construction of STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND GATES, B2009-44, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

**PERFORMANCE BOND (CONTINUED)**

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

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

As Principal(s) and

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 2009, with the City of Torrance for the Construction of STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND GATES, B2009-44, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

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

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND GATES;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND GATES, Notice Inviting Bids No. B2009-44 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

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

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

#### 2. TERM

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

#### 3. COMPENSATION

##### A. CONTRACTOR's Fee.

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

B. Schedule of Payment.

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

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

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

#### C. Termination for Breach of Law.

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

#### 5. **FORCE MAJEURE**

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

#### 6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all

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

**7. THE CITY'S REPRESENTATIVE**

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

**8. CONTRACTOR REPRESENTATIVE(S)**

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

---

---

---

**9. INDEPENDENT CONTRACTOR**

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

**10. BUSINESS LICENSE**

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

**11. OTHER LICENSES AND PERMITS**

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

**12. FAMILIARITY WITH WORK**

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

**13. CARE OF WORK**

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

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

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

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property

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

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

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

**17. INSURANCE**

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

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

**18. SUFFICIENCY OF INSURERS**

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

**19. CONFLICT OF INTEREST**

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

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

**20. NOTICE**

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

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

CONTRACTOR:

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

CITY:

City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503-2970  
Fax: (310) 618-2931

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

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

**22. INTEGRATION; AMENDMENT**

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

**23. INTERPRETATION**

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

**24. SEVERABILITY**

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

**25. TIME OF ESSENCE**

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

**26. GOVERNING LAW; JURISDICTION**

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

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

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

**28. WAIVER OF BREACH**

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

**29. ATTORNEY'S FEES**

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

**30. EXHIBITS**

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

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

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

CITY OF TORRANCE,  
a Municipal Corporation

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

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

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachments: Exhibit A: Bid

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
STORM WATER RETENTION BASIN AND CHANNEL PERIMETER FENCING AND GATES**

**B2009-44**

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

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

- (b) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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

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

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

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

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

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

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

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

\_\_\_\_\_  
CONTRACTOR

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

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

## **SECTION "E"**

### **SPECIAL PROVISIONS**

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

## SECTION "E" - SPECIAL PROVISIONS

### Table of Contents

	Page
<b>PART 1 - GENERAL PROVISIONS</b>	
<b>SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS</b>	
1-2 DEFINITIONS	E-3
1-3 ABBREVIATIONS	E-5
<b>SECTION 2 - SCOPE AND CONTROL OF THE WORK</b>	
2-1 AWARD AND EXECUTION OF CONTRACT	E-5
2-4 CONTRACT BONDS	E-6
2-5 PLANS AND SPECIFICATIONS	E-6
2-6 WORK TO BE DONE	E-8
2-9 SURVEYING	E-9
2-10 AUTHORITY OF BOARD AND ENGINEER	E-9
2-11 INSPECTION	E-9
<b>SECTION 3 - CHANGES IN WORK</b>	
3-3 EXTRA WORK	E-11
3-4 CHANGED CONDITIONS	E-12
<b>SECTION 4 – CONTROL OF MATERIALS</b>	
4-1 MATERIAL AND WORKMANSHIP	E-13
<b>SECTION 5 - UTILITIES</b>	
5-1 LOCATION	E-13
5-2 PROTECTION	E-14
5-3 REMOVALS	E-16
5-4 RELOCATION	E-17
5-5 DELAYS	E-17

**SECTION 6 - PROSECUTION, PROGRESS & ACCEPTANCE OF THE WORK**

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK	E-18
6-2 PROSECUTION OF WORK	E-20
6-7 TIME OF COMPLETION	E-20
6-8 COMPLETION, ACCEPTANCE AND WARRANTY	E-20
6-9 LIQUIDATED DAMAGES	E-21

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

7-2 LABOR	E-21
7-3 LIABILITY INSURANCE	E-22
7-4 WORKER'S COMPENSATION INSURANCE	E-22
7-5 PERMITS	E-22
7-6 CONTRACTOR'S REPRESENTATIVE	E-22
7-8 PROJECT SITE MAINTENANCE	E-23
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	E-27
7-10 PUBLIC CONVENIENCE AND SAFETY	E-30

**SECTION 9 - MEASUREMENT AND PAYMENT**

9-1 MEASUREMENT AND PAYMENT	E-33
9-2 LUMP SUM WORK	E-34
9-3 PAYMENT	E-34
9-4 CLAIMS	E-36

## **PART 1 - GENERAL PROVISIONS**

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

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

**Access Road:** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

**Addendum:** Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the bidding or Contract Documents. The term Addendum shall include bulletins and all other types of written notices issued to potential bidders prior to opening of Bids.

**Advertisement:** A public announcement as required by local law, inviting bids for work to be performed and materials to be furnished.

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

**Award:** The acceptance, by the City, of the successful bidder's proposal.

**Bid Guaranty:** The cash, certified check or Bidder's surety bond accompanying the Bid as a guaranty that the Bidder will enter into a Contract with the Board for the performance of the Work.

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

**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.

**County Sealer:** The Sealer of Weights and Measures of the county in which the Contract is let.

**Days:** Days shall mean consecutive calendar's days unless otherwise specified.

**Electrolier:** Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

**Drainage System:** The system of pipes, ditches, and structures by which surface or subsurface waters are collected.

**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.

Equipment: All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

Extra Work: An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

Inspector: An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Intention of Terms: Whenever, in these specifications or on the plans, the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the City.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

Laboratory: The official testing laboratories of the City or such other laboratories as may be designated by the Engineer.

Pavement: The combined surface course, base course, and subbase course, if any considered as a single unit.

Payment Bond: The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

Performance Bond: The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

Project: The agreed scope of work for accomplishing this task.

Proposal Guaranty: The security furnished with a proposal to guarantee that the bidder will enter into a contract if his/her proposal is accepted by the City.

State: State of California.

Structures: Facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features that may be encountered in the work and not otherwise classified herein.

Superintendent: The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

**1-3 ABBREVIATIONS.**

**1-3.2 Common Usage:**

Add the following:

<u>Abbreviation</u>	<u>Word or Words</u>
Approx	Approximate
CA	City 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
SE	Sand Equivalent
Struc.	Structural/Structure
Temp.	Temporary
Theo.	Theoretical

**SECTION 2 - SCOPE AND CONTROL OF THE WORK**

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

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

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

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

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

**2-5. PLANS AND SPECIFICATIONS.**

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

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

Add the following subsections:

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

1) Project Plans

The plans and data provided with the Contract Documents are based on existing plans and documents. The plans and data are provided for information only. The City 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 City 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), latest edition
- d. Standard Plans of the Los Angeles County Department of Public Works, latest edition

Applicable Standard Plans and information for this project are included in Appendix 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) Sections 56-2, 84, 85, 86 and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition
- 3) City of Torrance Municipal Code

**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) Technical Provisions
- 6) Special and General Provisions
- 7) Plans
- 8) City Standard Plans
- 9) Other Standard Plans
- 10) Standard Specifications for Public Works Construction
- 11) 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) Technical Provisions
- 4) Special Provisions
- 5) Instruction to Bidders
- 6) Referenced Standard Plans
- 7) 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.

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

The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

The contract shall include the furnishing of all supervision, labor, materials, tools, equipment and incidentals necessary to construct the new fence and associated improvements to 5 Torrance retention basins and other appurtenant work and incidental work, all as indicated on the Plans and Specifications and other provisions as specified herein.

Specific work tasks include, but are not limited to:

- a. Installation and maintenance of construction area barricades and fencing.
- b. Demolition, removal and/or relocation of miscellaneous items including fences, posts with concrete foundation, barbed wire and vegetation.
- c. Installation of chain link fence, wrought iron fence.
- d. Other appurtenant work and incidental work, all as indicated on the project plans, and specified herein.

## **2-9 SURVEYING.**

**2-9.2 Survey Service.** No additional surveying should be required for replacing fence in the same location. If survey is required it will be by separate contract or addendum to this contract. Engineer will set location stakes for angle points in Madrona Marsh fence.

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

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

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

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

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

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

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

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

Add the following subsections:

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

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

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

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

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

- 1) No excavation or open trench may be backfilled without first securing inspection. If any work 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 utilities are to be severed as close to the mains as practical, capped, grouted and cemented with bulk head.

**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, the City of Torrance, and Cal-OSHA.

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

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

direct City crews to perform the work. For each occurrence, the City may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by City crews for labor, equipment and materials. The standard rates for City crews are available upon request from the Public Works Department.

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

## **SECTION 3 – CHANGES IN WORK**

### **3-3 EXTRA WORK**

#### **3-3.1 General.** Add the following:

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

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

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

The Contractor will be paid for the use of equipment at the lower of the actual rental rates paid by the Contractor or the rental rates listed for such equipment in either the "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California 95131; telephone (408) 971-9000 or the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rates" available at the Caltrans web site, [www.dot.ca.gov/hq/eqsc/inforesources.htm](http://www.dot.ca.gov/hq/eqsc/inforesources.htm), which is in effect on the date upon which the work is accomplished, and that hereby is made a part of the Contract, regardless of ownership or any rental or other agreement, if such may exist, for the use of such equipment entered into by

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

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

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

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

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

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

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

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

**3-4 CHANGED CONDITIONS.**

Add the following:

This subsection does not apply to utilities.

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

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

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

Add the following paragraph after the second paragraph:

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

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

Add the following:

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

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

## **SECTION 5 – UTILITIES**

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

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

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

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

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

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by their 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 utility, 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 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 or any 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 therefore.

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

Add the following after the final paragraph:

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

### **5-2.1 Noninterfering Utilities**

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

### **5-2.2 Abandoned Utilities**

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

### **5-2.3 Interfering Utilities**

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

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

### **5-2.4 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.

#### **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 up to the property line of an individual user, and further, shall include such portions of said pipe, conduit, cable or duct on the user's side which affect the contract work or its prosecution.

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

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

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

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

Substitute the following:

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

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

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

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

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

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

Prior to starting any Work, the Contractor shall 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.

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

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

- 1) The schedule shall be prepared using the latest version of Primavera, Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6, and the following:
  - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.
  - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) 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.

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

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

- 1) Removals - All removals shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.
- 2) Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
- 3) Subsection 2-5.3.1 regarding review of material submittals
- 4) All Work shall only be performed between the hours of **8:00 a.m. and 4:30 p.m.** unless otherwise approved by the Engineer.

Should the Contractor fail to meet Requirements 1 and 2, 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.

**6-1.4 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.

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.

**6-1.5 Order of Work.** The Contractor shall order equipment and/or other materials requiring a delivery delay upon receipt of a written notice from the CITY that the City Council has approved an Award of Contract. Contractor shall provide written proof(s) of timely material order(s) and shall include any delivery delays in the Construction Schedule.

## **6-2. PROSECUTION OF WORK.**

Add the following to the first paragraph;

The total work area, covering elements of the Contractor's operation, shall be no more than allowed by the applicable permit or the area necessary to complete the work within the permitted work hours. Any portion of work started shall be diligently completed on the same work day. The work area shall be secured at all times and existing security measures shall be maintained or exceeded during and after work hours. The airport security and safety shall be maintained at all times.

## **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 sixty (60) working days from the start date specified in the Notice to Proceed.

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

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

the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following subsection:

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

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

**6-9 LIQUIDATED DAMAGES.** In each of the two paragraphs, substitute "\$500 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**

Add the following subsections:

#### **7-2.3 Payrolls and Payroll Records**

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

#### **7-2.4 Subcontractor and DBE Records**

At the completion of the contract if the Contractor does not submit its Subcontractor and DBE 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.

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

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

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

Add the following:

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

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

Worker's Compensation Insurance shall be with limits as required by the State of California and Employer's Liability with limits of \$3,000,000 per accident.

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

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction.

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

## **7-6 THE CONTRACTOR'S REPRESENTATIVE**

Add a third paragraph to the section stating the following:

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

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

### **7-8.1 Cleanup and Dust Control.**

Add the following subsection:

#### **7-8.1.1 Construction and Demolition Debris Recycling.**

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

#### Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Recycling Summary

The Contractor shall prepare and submit a Recycling Summary Report using the form included in the Appendix, 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.

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

If needed, the Contractor shall obtain a construction water meter from the CITY with payment of a deposit, refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the CITY's current water rates.

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

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

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

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

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

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

**7-8.6.2 Storm Water Pollution Prevention Plan (SWPPP).** A Storm Water Pollution Prevention Plan (SWPPP) shall be defined as a report that includes site map(s), identification of construction and contractor activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWPPP is intended to ensure that the Contractor will make every reasonable effort to prevent the pollution of water resources during the period of construction. The size and nature of this Contract place it under the regulations of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction Activity. In the State of California, these regulations are adopted by the State Water Resources Control Board. These regulations require a SWPPP for any work where clearing, grading, and excavation result in a land disturbance of five or more acres. As a result, the Contractor shall prepare, submit to the CITY for review and approval, and implement a SWPPP for this Contract in compliance with these regulations.

The handbooks specified in 7-8.6.1 shall be followed and adhered to in preparing the SWPPP. The SWPPP shall be prepared under the supervision of, and signed by, a Civil Engineer registered by the State of California. The SWPPP shall include and incorporate BMPs that address contractor activities, erosion, and sedimentation control. The SWPPP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-site shall be completely covered with waterproof material and sand (or gravel) bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

If, during construction operations, field conditions change in a manner which, in the opinion of the Engineer, significantly deviates from how the SWPPP, as approved by the CITY, addressed the current construction operation, the Engineer may direct the Contractor to revise the current construction operation and/or the SWPPP. Such directions will be made in writing and will specify the items of work for which the SWPPP is inadequate. No further work on

these items will be permitted until the Contractor revises the construction operations to the satisfaction of the Engineer and/or until the Contractor submits a revised SWPPP and receives CITY approval. The Engineer will notify the Contractor of the acceptance or rejection of the revised SWPPP within seven (7) working days from the date of submittal.

The SWPPP shall be submitted to the CITY for review and approval a minimum of ten (10) working days prior to the commencement of construction operations in accordance with 6-1 of these Special Provisions.

Full compensation for preparation of the SWPPP, revisions to the SWPPP, and all other related costs shall be considered as included in the prices bid for the various items of work.

Add the following subsections:

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

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

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

Add the following paragraph:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked or having wet slough material deposited thereon. If new concrete work is marked, the Contractor shall replace it at its expense.

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

The Contractor shall cooperate with the City regarding any public or private utility service, FAA, or a utility service of another government agency that may be authorized by the City to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

It is understood and agreed that the City does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the City of all utility services or other facilities of his/her plan of operations. Such notification shall be in writing addressed to the respective utility owners. A copy of each notification shall be given to the Engineer. In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep utility owners advised of changes in their plan of operations that would affect such City.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such utility owner of his/her plan of operation. If, in the Contractor's opinion, the City's assistance is needed to locate the utility service or facility or the presence of a representative of the City is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility City's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the City to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The City reserves the right to deduct such costs from any monies due or which may become due the Contractor or his/her surety.

Add the following subsections:

**7-9.1 Replacement of Lawns.** When the Contract requires the removal and replacement of lawns or sod, including parkways, the Contractor shall comply with the following minimum requirements: the area to be replanted shall be regraded and covered with two inches of an approved topsoil; the grass seed or sod shall be for grass or sod of the same type as was removed, or an approved equal, and grass shall be sown at the rate recommended by the seed distributing company; Bandini steer manure or approved equal shall be applied to the planted area at the rate recommended by the vendor. The Contractor shall water and care for replaced lawns until the grass has attained a complete cover and has been given its first cutting, unless other arrangements are made with the property owners. The lawn restoration, as above described, shall be completed prior to the final payment.

Topsoil shall be in accordance with 212-1.1.

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

**7-9.3 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 City or Engineer.

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

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

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flagmen, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of vehicular traffic as specified in this subsection.

The cost of maintaining the vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

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

Add the following before the last paragraph:

The Contractor shall provide the necessary measures to prevent public access to private properties 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.
- (e) 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.

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

Add the following subsections:

**7-10.1.1 Traffic Control Plan.** The Work Area Traffic Control Handbook "WATCH" manual 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 handbook, shall constitute a Contract non-compliance.

Full compensation for complying with the submittal requirements, furnishing, placing and removing traffic control shall be included in related work bid items.

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

- a) Unless otherwise shown on the 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) The Contractor shall provide adequate steel plating to cover open trenches in order to allow traffic flow and not close a street. A minimum lane width of 12 feet shall be provided over the steel plating.
- c) 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.
- 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 related work bid items.

**7-10.1.8 Protection of Permanent Pavement Markings, Manholes, Valves.** The Contractor shall cover and protect existing raised pavement markers, thermoplastic legends and markings, valve and manhole covers, utility caps, and similar items from damage and discoloration from the slurry and cape seal applications.

The contractor shall be responsible for replacing or restoring any damaged items.

Full compensation for the items in this subsection shall be considered as included in the appurtenant work.

**7-10.3 Street Closures, Detours, Barricades.**

Add the following paragraph after the first paragraph:

In addition to the requirements of this subsection, the Contractor shall conform to the requirements for 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.

Replace the second paragraph with the following:

Add the following:

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 related work bid items.

Revise the final sentence of the third paragraph to include:

Except as modified hereinafter or within the Special Provisions.

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

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

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

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

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

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials

to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. No separate payment will be made for mobilization and demobilization. Costs for mobilization/demobilization shall be included in the unit prices bid for each work item.

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

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

**9-3 PAYMENT.**

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

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

Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice to be provided by the CITY.

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

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

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

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

- (a) Submittal and modification, as required, of the Construction Schedule and Storm Water Pollution Prevention Plan.
- (b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (c) Installing temporary construction power and wiring.
- (d) Establishing fire protection system.
- (e) Developing construction water supply.
- (f) Providing on-site sanitary facilities and portable water facilities, as required.
- (g) Arranging for and erection of Contractor's work and storage yard.
- (h) Submittal of all required insurance certificates and bonds, including subcontractors.
- (i) Obtaining all required permits.
- (j) Posting all OSHA required notices and establishment of safety programs.
- (k) Potholing and other research and review as necessary to verify site conditions and utility locations
- (l) Having the Contractor's Superintendent present at the job site full-time.
- (m) Removal, cleanup, and restoration

There shall be no separate payment for mobilization. Payment for such costs shall be considered as included in the other items of work.

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

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

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

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

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

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

**SECTION "F"**

**TECHNICAL PROVISIONS**

## SECTION "F" - TECHNICAL PROVISIONS

### TABLE OF CONTENTS

ITEM P-100 CLEARING, TRIMMING AND REMOVALS	P-100-1 THRU P-100-6
ITEM F-162 CHAIN LINK FENCES	F-162-1 thru F-162-7
ITEM F-170 WROUGHT IRON FENCES	

## **ITEM P-100 CLEARING, TRIMMING AND REMOVALS**

### **DESCRIPTION**

100-1.1 This item shall consist of clearing, trimming and removals, including the haul-off and disposal of for all areas within the limits of improvements described below and as required by the Engineer. This item shall also consist of removing, stockpiling and/or disposing of existing fences, fence posts, wooden retaining wall, and existing vegetation which includes shrubs and trees within the limits of various work shown on the plans, required by the Specifications or as required by the Engineer. This item shall conform with Sec. 300 of the Greenbook.

### **CONSTRUCTION METHODS**

100-2.1 CLEARING AND GRUBBING OF FENCE LINE. All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet on each side of the fence centerline before starting fencing operations. Trees shall be protected in place, unless noted otherwise on the plans. Trimming of tree branches to clear the fence line shall be per Section 100-2.5. Hauling and disposal of material off-site shall be the contractor's responsibility and shall not constitute a pay item but shall be considered incidental to construction.

100-2.2 REMOVAL OF TREES. Contractor shall remove existing trees at the locations shown on the plans or added as addendum, including the entire tree root. The excavation resulting from the tree removal shall be backfilled, compacted and restored to the same elevation as the surrounding ground. Contractor shall obtain authorization of the proper agencies and owners before removing any tree.

100-2.3 DEMOLITION AND REMOVAL OF EXISTING FENCE AND GATES. Contractor shall remove existing fence and gates in the areas shown on the plans including posts(minimum 3" below grade), top of footings to 3" below grade, barbed wire, and any attachments. Hauling and disposal of demolished material off-site shall be the contractor's responsibility and shall not constitute a pay item but shall be considered incidental to fence and gate construction.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered that must be removed or relocated the Contractor shall advise the Engineer who will notify the proper local authority or owner and attempt to secure prompt action.

Any miscellaneous structures that are shown on the plans or added by addendum to be demolished shall be removed, and all materials there from shall be disposed of. The remaining portions of existing foundations, wells, cesspools, and all like structures shall

be destroyed by breaking out or breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material, which cannot be used in backfill, shall be removed, disposed of. The holes or openings shall be backfilled with acceptable material and properly compacted.

100-2.4 REMOVED BARBED WIRE FROM EXISTING FENCE. Contractor shall remove barbed wire from existing fence as shown on the plan. Hauling and disposal of demolished material off-site shall be the contractor's responsibility and shall not constitute a pay item but shall be considered incidental to construction.

100-2.5 TRIMMING TREES. Tree trimming shall be per the City of Torrance Municipal Code, Division 7, Chapter 5 Parkway Planting, Wall and Fences (O-677; O-713) and must be performed by an approved licensed City tree service (not applicable to bushes or shrubs).

100-2.6 MISCELLANEOUS REMOVALS. Existing pavement to remain in place that is damaged by the Contractor shall be repaired or replaced by the Contractor at no cost to the City as required by the Engineer. The repair or replacement method shall be approved by the Engineer.

AC pavement shall be cut with a concrete saw at all joints and/or match lines before removal, and as shown on the Plans. Saw-cuts shall be full depth where the existing pavement is to be removed.

No stockpiling of any material shall be allowed anywhere in the Public Right-of-Way.

All trash, debris, pipe, conduit, catch basins, pull boxes, manholes, ducts, wiring, storm drain piping, and other items being removed shall become the property of the contractor and disposed of offsite.

Voids resulting from abandoned or removed structures or pipes shall be filled with suitable material approved by the Engineer and compacted to 90 percent of maximum density (or 95% of maximum density if within the subgrade under a new pavement section) as determined by ASTM D1557 and in conformance with the "Greenbook" Standard Specifications.

It is the Contractor's responsibility to provide adequate and appropriate equipment to transport materials, and to maintain haul roads and stockpile sites in satisfactory condition.

## **MEASUREMENT**

100-3.1 Removal of trees will be measured by the number of trees. The quantity shall be divided into the following categories:

- a. Remove Tree –4” to 12”, and 12-inch or Greater

100-3.2 “Tree Trimming” will be measured by the number of trees.

## **PAYMENT**

100-4.1 Payment for “Remove Tree – 4” to 12” and 12-inch or Greater” will be made at the contract unit price per each. These are not part of the contract now but may be an addendum item. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item, including hauling and disposal.

100-4.2 Payment for “Tree Trimming” will be made at the contract unit price per each. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item, including hauling and disposal.

END OF ITEM P-100

## ITEM F-162 CHAIN-LINK FENCES

### DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications and the details shown on the plans and in conformity with the lines and grades shown on the plans or established by the Engineer.

### MATERIALS

162-2.1 FABRIC. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A392, Class 2. The fabric shall be hot-dip galvanized-after-weaving. The green PVC coated fabric shall be class 2 coating fusion-bonded to the galvanized steel wire with a minimum thickness of 7 mils (0.18mm)

162-2.2 BARBED WIRE. Barbed wire shall be removed where existing and no new barbed wire will be installed with this project.

162-2.3 POSTS, POST SLEEVES, RAILS AND BRACES. Line posts, rails, and braces shall conform to the requirements of ASTM F-1043 or ASTM F 1083 as follows:

Galvanized tubular steel pipe shall conform to the requirements of Group 1A, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

Line posts, rails, and braces shall be galvanized steel pipe conforming to the requirements of ASTM F 1083.

Posts, rails, and braces, with the exception of galvanized steel conforming to F 1043 or ASTM F 1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B 117 as follows:

External: 1,000 hours with a maximum of 5% red rust

Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Fed. Spec. RR-F-191/3.

162-2.5 WIRE TIES AND TENSION WIRES. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A 824. All material shall conform to Fed. Spec. RR-F-191/4.

162-2.6 MISCELLANEOUS FITTINGS AND HARDWARE. Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A 153.

162-2.7 CONCRETE. Concrete shall be class 520-C-2500, as per Section 201 of the Greenbook, with a minimum 28-day compressive strength of 2500 psi.

162-2.8 MARKING. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

### **CONSTRUCTION METHODS**

162-3.1 CLEARING FENCE LINE. All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet (or less if allowed by engineer) on each side of the fence centerline before starting fencing operations. Trees shall be protected in place, unless noted otherwise on the plans. The new fence shall not be stressed by any adjacent shrubs, trees or vegetation and any necessary trimming shall be done to ensure a free-standing fence. With prior approval by the Engineer, the fence line can be slightly shifted to avoid trees by a distance that does not exceed 12 inches from the current fence location.

162-3.2 INSTALLING FENCE POSTS. Method one---All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans. The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed. Method two – Sleeve over existing solid posts per plans.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

Where posts are located in existing Portland Cement Concrete or Asphalt Concrete Pavement, holes shall be drilled through the pavement. No extra compensation shall be made for pavement drilling. Concrete foundation for chain link fence shall be constructed as shown on the plans.

162-3.3      **INSTALLING FENCE TOP RAILS.** The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

162-3.4      **INSTALLING FENCE BRACES.** Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal and gate posts.

162-3.5      **INSTALLING FABRIC.** The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 2 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance and uniform distance from soil to bottom of fence fabric.

All excavated and removed materials shall be disposed of off-site. Disposal shall be the responsibility of the Contractor.

### **METHOD OF MEASUREMENT**

162-4.1      Fences will be measured by the linear foot. Measurement will be along the top of the fence from center to center of end posts, including the length occupied by gate openings.

### **BASIS OF PAYMENT**

162-5.1      Payment for “6-foot High Chain Link or Green Vinyl Chain Link Fence—METHOD TWO” will be made at the contract unit price per linear foot and the price shall be full compensation for furnishing all materials at the locations shown on the plans, and for all preparation, including clearing and grubbing, grading, raising footing elevations, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

162-5.2      Payment for “6-foot High Green Vinyl Utilizing Chain Link Fence—METHOD ONE--(utilizing existing posts)” will be made at the contract unit price per linear foot and the price shall be full compensation for furnishing all materials at the locations shown on the plans, and for all preparation, including clearing and grubbing, grading, painting poles, raising footing elevations, erection, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

## **MATERIAL REQUIREMENTS**

ASTM A 121	Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 123	Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strip
ASTM A 153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 392	Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A 446	Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
ASTM A 491	Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A 569	Steel, Carbon (0.15 Maximum, Percent), Hot Rolled Sheet and Strip Commercial Quality
ASTM A 570	Hot-Rolled Carbon Steel Sheet and Strip Structural Quality
ASTM A 572	High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality
ASTM A 585	Aluminum-Coated Steel Barbed Wire
ASTM A 824	Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence
ASTM B 117	Standard Test Method of Salt Spray (Fog) Testing
ASTM B 221	Aluminum-Alloy Extruded Bars, Rods, Wire Shapes and Tubes
ASTM F 668	Poly (vinyl Chloride) (PVC)-Coated Steel Chain-Link Fence
ASTM F 1043	Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
ASTM F 1083	Pipe, Steel, Hot-Dipped Zinc-coated (galvanized) Welded, for Fence Structures
ASTM F 1183	Aluminum Alloy Chain Link Fence Fabric
ASTM F 1234	Protective Coatings on Steel Framework for Fences

ASTM G 23	Operating Light-Exposure apparatus (Carbon-Arc Type) with and without Water for Exposure of Nonmetallic Materials
ASTM G 26	Operating Light-Exposure Apparatus (Xenon-Arc Type) with and without Water for Exposure of Nonmetallic Materials
ASTM G 53	Operating Light- and Water-Exposure Apparatus (Fluorescent UV-Condensation Type) for Exposure of Nonmetallic Materials
Fed. Spec. RR-F-191/3	Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
Fed. Spec. RR-F-191/4	Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

END OF ITEM F-162

## ITEM F-170 WROUGHT IRON FENCE AT MADRONA MARSH

### PART 1 - GENERAL

#### 1.01 WORK INCLUDED

The contractor shall provide all labor, materials, and appurtenances necessary for installation of the industrial ornamental steel fence system.

#### 1.02 RELATED WORK

Concrete: Class 520-C-2500, Greenbook Sec. 201 and 303  
Earthwork: Greenbook Section 300-2, "Unclassified Excavation"

#### 1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total industrial ornamental steel fence system that matches the existing 7 foot high, 2 rail, 10 foot panel design which is in place around the Madrona Marsh now, or an approved equal design. The system shall include all components (i.e., pickets, rails, posts, foundations, and hardware) required, except the eighteen 10 foot long panels supplied by the City.

#### 1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

#### 1.05 REFERENCES

ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot Dip Process

ASTM A924/A924M - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot Dip Process

ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength and High-Strength Low-Alloy with Improved Formability

ASTM B117 - Practice for Operating Salt Spray (Fog) Apparatus

ASTM D523 - Test Method for Specular Gloss

ASTM D822 - Practice For Conducting Tests On Paint and Related Coatings and Materials Using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus

ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments

ASTM D2244 - Test Method for Calculation of Color Differences From Instrumentally Measured Color Coordinates

ASTM D2794 - Test Method for Resistance of Organic Coatings to The Effects of Rapid Deformation (Impact)

ASTM D3359 - Test Method for Measuring Adhesion by Tape Test

#### 1.06 SUBMITTAL

Shop drawing submittal shall be made per Section 2-5.3 prior to installation. Substitutions can be submitted to the Engineer for approval.

#### 1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

### **PART 2 - MATERIALS**

#### 2.01 MANUFACTURER

The industrial ornamental steel fence system shall match the existing fencing system as installed at the Madrona Marsh at this time. One possible manufacturer is :

Mega Met. , 1443 Potrero Avenue, So. El Monte, Ca., 91733 626-279-6200

#### 2.02 MATERIAL

- A. Steel material for fence framework (i.e., tubular pickets, rails, and posts) shall conform to the requirements of ASTM A1011/1011M, with a minimum yield strength of 50,000 psi (344 MPa). Posts (3" square) and rails (1"x2"-top, 2"x2"-bottom) shall be 12 gauge and the 1" square pickets shall be 14 gauge.
- B. The coating for the existing fence panels supplied by the City shall be two coats of Pittsburgh Paints DTM paint with Pitt-Tech Direct-to-Metal Satin enamel(black) 90-474. Preparation shall include sanding and thorough hand cleaning with a paint thinner soaked rag after the panel has been installed in the field. The paint shall be applied by hand with a brush or roller per all applicable manufacturers specs..
- C. The coating on the new panels, posts and rails supplied by the contractor shall be powder coated per manufacturer's specs with a 2.5-3.5 thick, flat

black colored coating. All field welds shall be ground smooth and painted with the above mentioned DTM paint.

- D. All posts shall have caps to match existing.
- E. Concrete for fence posts shall be class 520-C-2500 as per Section 201 of the Greenbook, with a minimum compressive strength of 2500 psi. Posts shall be embedded at least 30" into 36" deep, 8" min diameter concrete footing.

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

All new installation shall be laid out by the contractor in accordance with the construction plans. The existing one foot long return on the Madrona Ave. side shall be removed and the new fence will be field welded into the existing end posts.

#### **3.02 INSTALLATION**

Fence installation shall be per Section 162-3.1 and 162-3.2. Fence posts shall have a depth of 36" and be set with a spacing of 10.5' .

#### **3.03 CLEANING**

The contractor shall clean the jobsite of excess materials.

### **METHOD OF MEASUREMENT**

4.01 7-Foot Wrought Iron Fence shall be measured by the number of linear feet. Measurement will be made along the top of the fence line from center to center of end posts.

### **BASIS OF PAYMENT**

5.01 7-Foot Wrought Iron Fence shall be paid by the linear foot, this shall include but not limited to all labor, materials and other items necessary for removal and installation complete in place, with two separate payments for the section of fence with panels supplied by the City and for the section with panels supplied by the contractor

END OF ITEM F-170

## APPENDIX

APPENDIX I

CITY OF TORRANCE PERMIT AND BUSINESS LICENSE

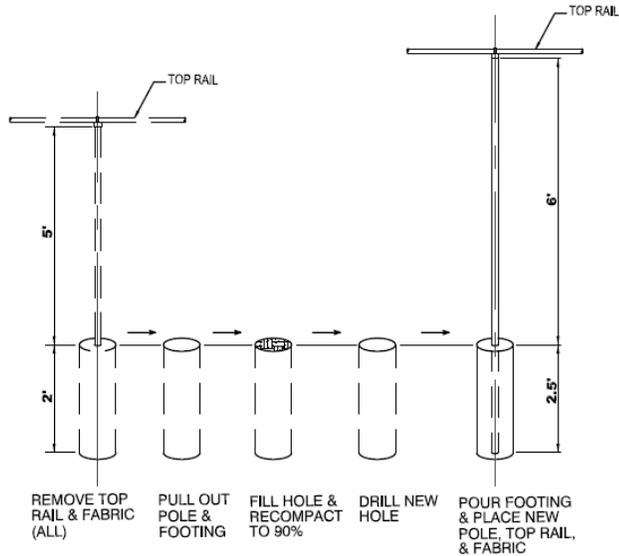
DOWNLOAD THE CONSTRUCTION EXCAVATION PERMIT FORM AT:

[HTTP://WWW.TORRANCECA.GOV/PDF/CE APPLICATION FORM.PDF](http://www.torranceca.gov/pdf/CE_Application_Form.pdf)

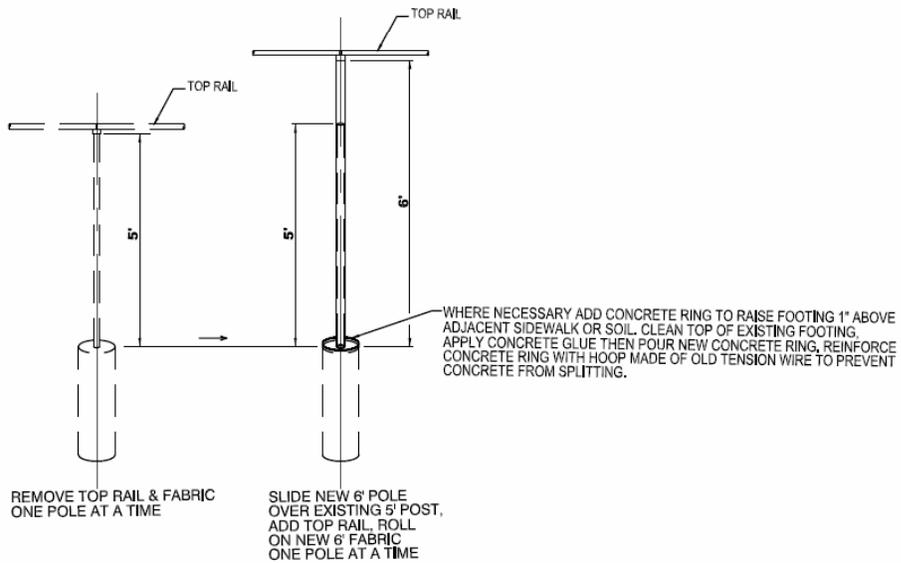
DOWNLOAD THE BUSINESS LICENSE FORM AT:

[HTTP://WWW.TORRNET.COM/PDF/ BUSINESS LICENSE APPLICATION WITH DECLARATION INCLUDED.PDF](http://www.torrnet.com/pdf/Business_License_Application_with_Declaration_Included.pdf)

*APPENDIX II*  
*CITY OF TORRANCE PLANS*



**METHOD ONE**  
NOT TO SCALE

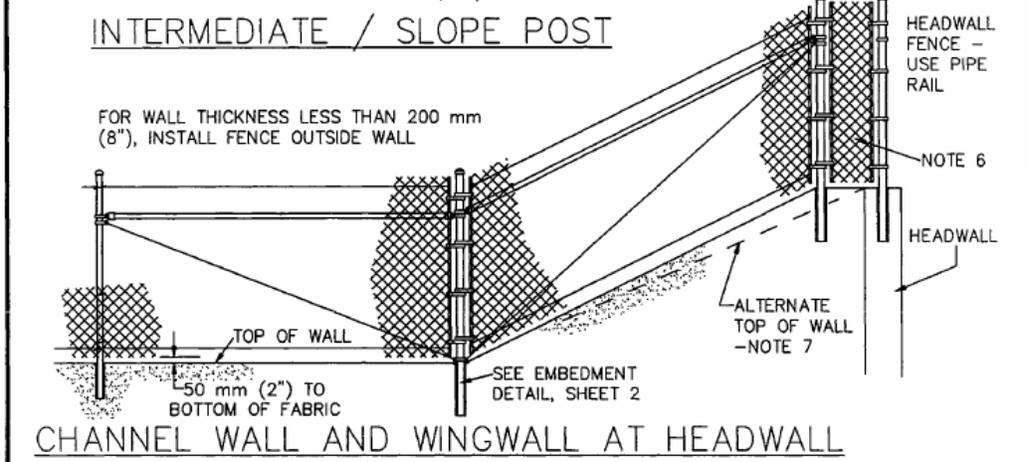
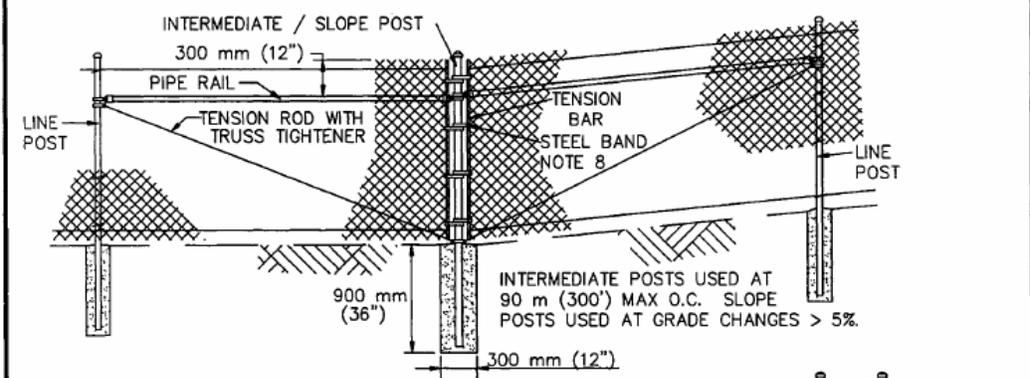
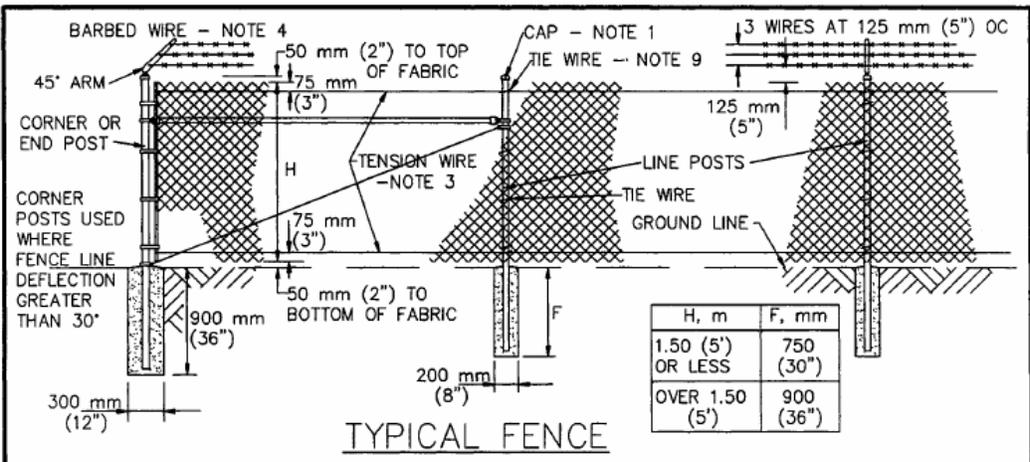


**METHOD TWO**  
NOT TO SCALE

# CONSTRUCTION METHOD

*APPENDIX III*

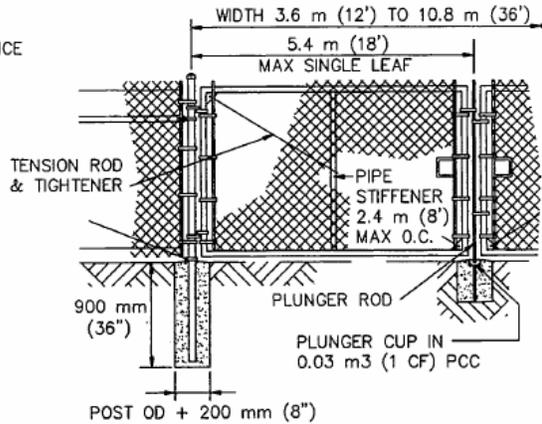
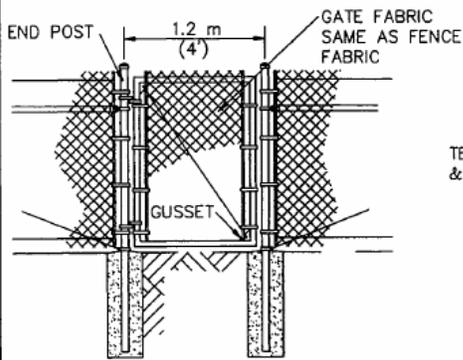
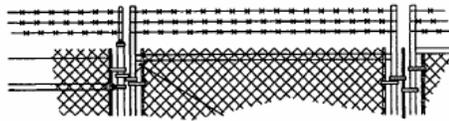
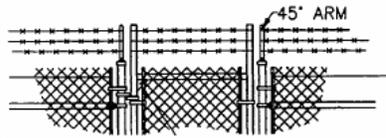
*APWA STANDARD PLANS*



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

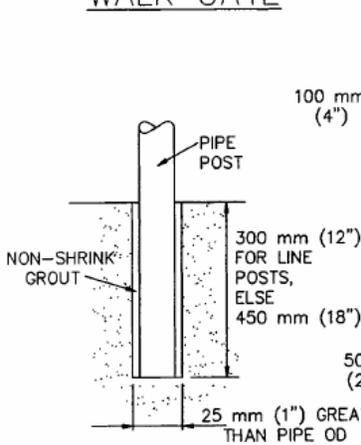
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2005	<b>CHAIN LINK FENCE AND GATES</b>	STANDARD PLAN METRIC <b>600-2</b>
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION		SHEET 1 OF 3

BARBED WIRE - NOTE 4

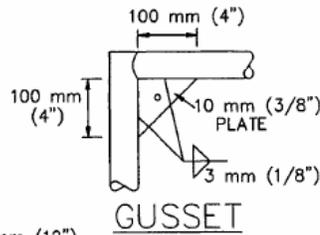


WALK GATE

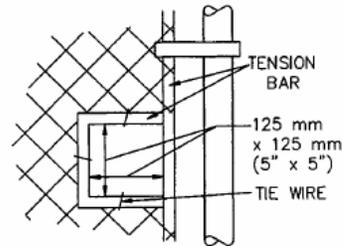
DRIVE GATE



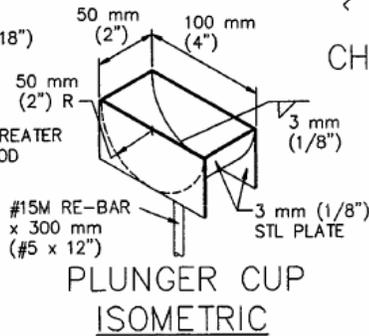
POST EMBEDMENT



GUSSET



CHAIN AND LOCK CUT-OUT



PLUNGER CUP ISOMETRIC

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CHAIN LINK FENCE AND GATES

STANDARD PLAN METRIC

600-2

SHEET 2 OF 3

NOTES:

1. SECURE DRIVE-FIT GALVANIZED CAP TO POST WITH 6 mm (1/4") ROUND-HEAD RIVET.
2. H DENOTES FABRIC WIDTH AND NOMINAL FENCE HEIGHT. H = 1.5 m (5') UNLESS OTHERWISE NOTED.
3. IF FENCE WITH TOP RAIL IS SPECIFIED, DELETE STEEL TENSION WIRE AT TOP, AND PIPE RAILS AT INTERMEDIATE, SLOPE, END AND CORNER POSTS. EXTEND TENSION ROD TO TOP RAIL.
4. BARBED WIRE SHALL BE USED ONLY WHEN SPECIFIED.
5. POST SPACING IS MAXIMUM 3.0 m (10').
6. FILL CLEAR OPENINGS GREATER THAN 75 mm (3") WITH FABRIC. FOR OPENINGS LESS THAN 450 mm (18"), TIE FABRIC TO POSTS.
7. USE ONE POST FOR COMBINED SLOPE AND CORNER POST IF TOP OF CHANNEL WALL IS CONSTRUCTED AS SHOWN FOR "ALTERNATE".
8. STEEL BANDS AT TENSION BARS SHALL BE 3 mm X 25 mm (1/8" x 1"), MINIMUM, SPACED AT MAXIMUM 400 mm (16").
9. SECURE TENSION WIRES TO EACH LINE POST WITH TIE WIRES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CHAIN LINK FENCE AND GATES**

STANDARD PLAN  
METRIC

**600-2**

SHEET 3 OF 3

*APPENDIX IV*

*CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY*

**ATTACHMENT 1**

**CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**

Project Type: ? Roadway and/or Bridge/Structure  
? Traffic Signal/Street Lighting

? Water/Sewer  
? Other \_\_\_\_\_

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

City Contract No. \_\_\_\_\_

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

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

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

Project Duration: From: \_\_\_\_\_ To: \_\_\_\_\_

Demolition and Recycling Cost: \$ \_\_\_\_\_

# ATTACHMENT 1, PAGE 2

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

Notes:

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

Prepared by: \_\_\_\_\_

Signature \_\_\_\_\_

Phone #: \_\_\_\_\_

## **300-1 CLEARING AND GRUBBING**

Add the following section:

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

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

#### **Definitions.**

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

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

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

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

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

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

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

**"Landfill"** means a solid waste disposal facility that accepts solid waste for land disposal and is operating under a current Solid Waste Facility Permit issued by a local enforcement agency as

defined in Section 40130 of the California Public Resources Code and concurred upon by the California Integrated Waste Management Board.

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

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

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

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

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

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

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

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

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

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

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

## **RECYCLING SUMMARY.**

The Contractor shall prepare and submit a Recycling Summary report using the form included as Attachment 1 summarizing the disposal, reuse, and/or recycling activities which occurred

throughout the Contract duration. This report shall be submitted by the Contractor to the Agency, before or with its request for the final Progress Payment for said Contract.

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

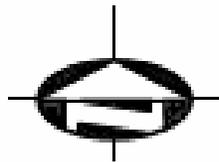
Execution of the Contract shall constitute agreement by the Agency and Contractor that \$10,000 (2% for contracts \$499,999 or less) is the minimum value of the costs and actual damage caused by the failure of the Contractor to submit the Recycling Summary within the time specified. Such sum is liquidated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

## **PAYMENT.**

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

*APPENDIX V*

*CONSTRUCTION PLANS*

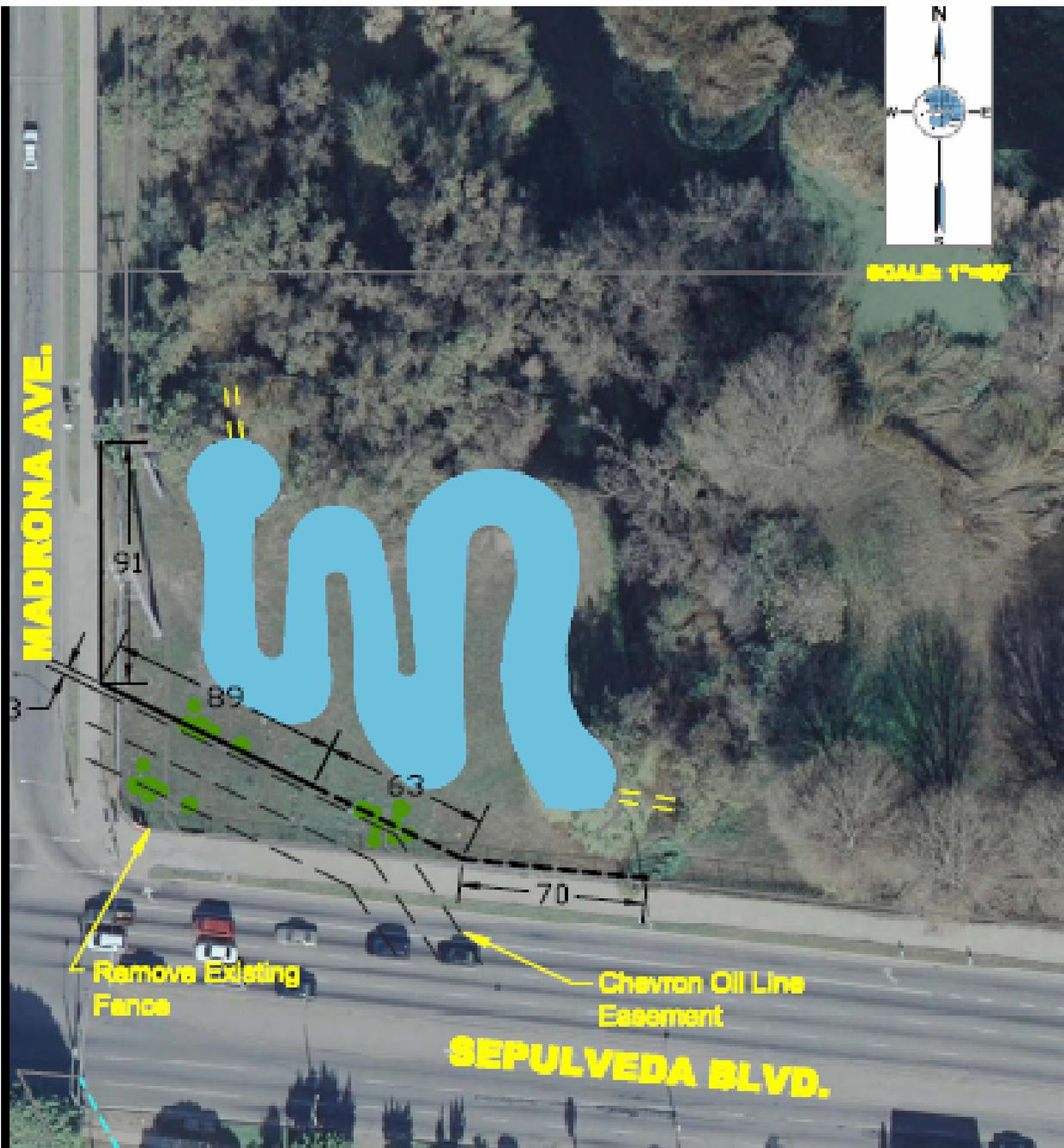


# FENCE LOCATION MAP

NOT TO SCALE

COPY  
OF  
LOCAL

\*Information Local to the



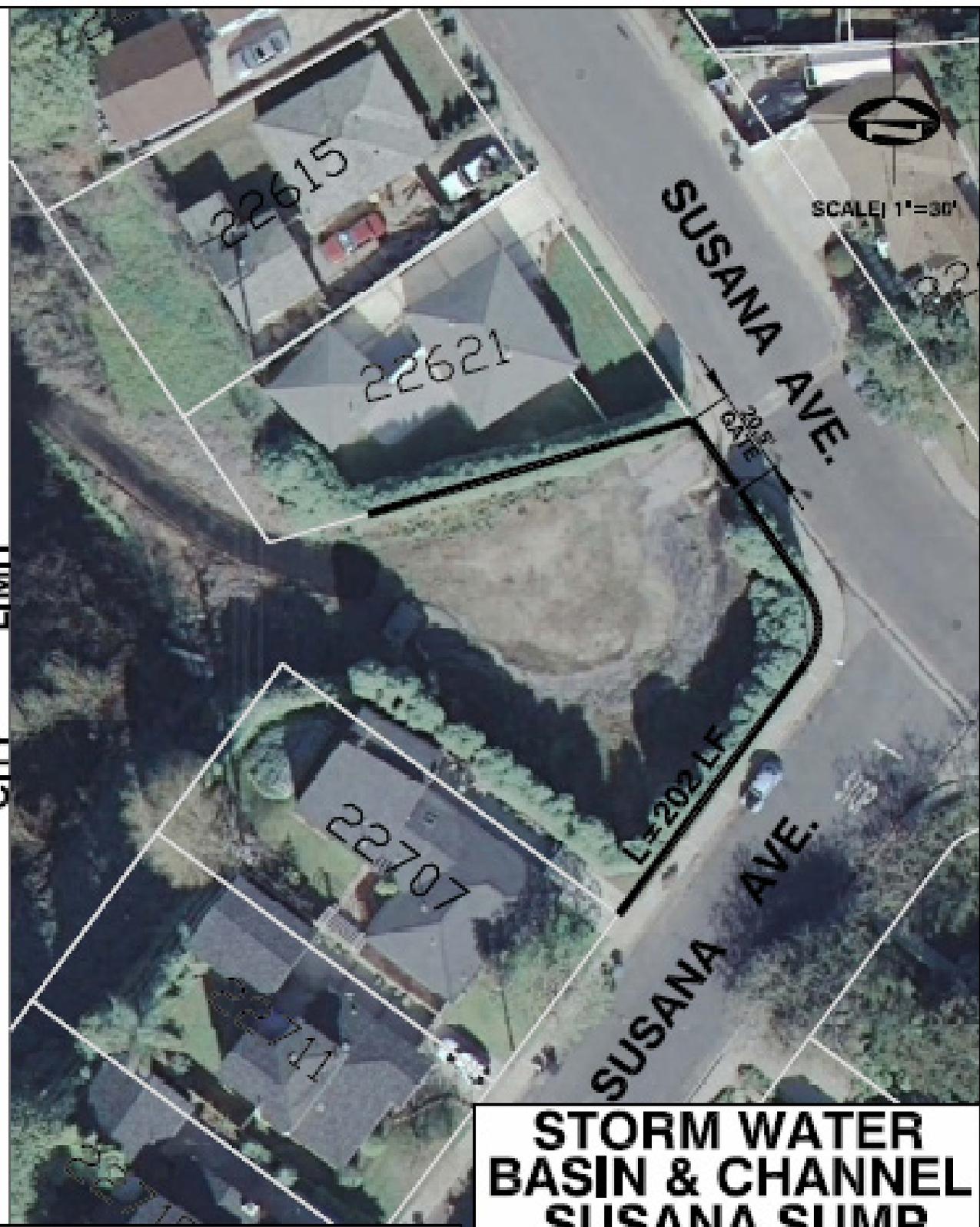
**LEGEND**

- CONSTRUCT  
140' NEW 7" WROUGHT IRON FENCE
- CONSTRUCT 180' NEW 7" WROUGHT IRON FENCE  
(FENCE PROVIDED BY CITY)

**MADRONA MARSH (SITE 1)  
(FORMER CHEVRON PARCEL)  
8/2009**

© 2009 City of Los Angeles Department of Public Works. All rights reserved. No part of this document may be reproduced without the written permission of the City of Los Angeles.

CITY LIMIT



LEGEND:

— CONSTRUCT GREEN VINYL FENCE & GATE

# STORM WATER BASIN & CHANNEL SUSANA SUMP

(SITE 2)

8/2009



**LEGEND:**

**—** CONSTRUCT GREEN VINYL FENCE & GATE UTILIZING EXIST. POSTS

**STORM WATER  
BASIN & CHANNEL  
EL DORADO SUMP  
(SITE 3)  
8/2009**





**LEGEND:**

	CONSTRUCT C.L. FENCE
	CONSTRUCT GREEN VINYL FENCE & GATE

**STORM WATER  
 BASIN & CHANNEL  
 VINE SUMP  
 (SITE 5)  
 8/2009**