

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

TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT

(At Arlington Avenue and Santa Fe Avenue)

C.I.P. PROJECT NO. I-161 (CDBG #601567-13)

B2014-32



**Craig Bilezerian
City Engineer**



June 2014

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SECTION A

NOTICE INVITING BIDS

CITY OF TORRANCE, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 3:00 p.m. on Wednesday, July 23, 2014** after which time they will be publicly opened and read at 3:15 p.m. in the Council Chambers of said City:

CONSTRUCTION OF

TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT

(At Arlington Avenue and Santa Fe Avenue)

C.I.P. PROJECT NO. I-161

(CDBG #601567-13)

B2014-32

Plans, Bid Schedule and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at **<http://www.torranceca.gov/3239.htm>**

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

The official and required Bidder's Submittal packet must be obtained at the Office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, California, (310) 781-7530, or at CityClerk@TorranceCA.gov

There is no cost if obtained at City Hall. A payment of \$5.00 is required if requested by mail. The amount includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, address, telephone and fax numbers, and a contact person, and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

Full-size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 781-7530, City Hall, 3031 Torrance Boulevard, Torrance, California upon a payment of \$25.00 if picked up at City Hall, or \$30.00 if requested by mail. Both amounts include tax. Neither amount is refundable. The payment includes a copy of the official Bidder's Submittal packet.

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

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2014-32**

Notice of Mandatory Pre-Bid Conference

The pre-bid conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference. NO EXCEPTIONS.

Location: City Yard, Public Works Large Conference Room
20500 Madrona Ave., Torrance, CA 90503

Date: Monday: July 14, 2014

Time: 2:00 pm, Pacific Time

The Engineer's estimate of the contract total is between \$196,000.00 to \$215,000.00. All work shall be completed within **90 working days** from the date of the Notice to Proceed (NTP).

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

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

The City has determined that a **Class A or C8** Contractor's license is necessary to bid this project, but reserves the right to accept another Class at the sole discretion of either the Public Works Director or Engineer. Each bidder shall also have no less than five (5) years of experience in the magnitude and character of the work bid on Public Works projects.

THIS PROJECT IS UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND IS SUBJECT TO ALL FEDERAL RULES AND REGULATIONS INCLUDED IN THESE CONTRACT DOCUMENTS.

This is a Federally-assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening and can be found on-line at <http://www.wdol.gov>. Please reference that the federal wage decision is included herein on page C-21, and may be updated via an addendum to the bid package prior to bid opening.

Pursuant to Section 1770 et seq. of the California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California. These wages are set forth in the General Prevailing Wage

Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Certified payrolls shall be submitted weekly by the contractor hired for this project.

This is a HUD Section 3 covered construction contract. First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan). The Section 3 bid preference and hiring goals will be explained at the mandatory pre-bid conference. A bidder who submits no completed Section 3 Business Certification form and no supporting documents is not responsive to the Section 3 requirements of the Housing Development Act of 1968 (as amended), outlined above, and will receive no consideration for a bid preference.

A "reasonable" bid is within the Zone of Consideration (refer to the formula in the **Section 3 Bid Evaluation** form provided in the Appendices of the project Specifications).

If no bidders are responsive to the Section 3 bid preference opportunity, the contract may still be awarded to the lowest, responsive and responsible bidder, in accordance with the City of Torrance's policies and procedures, consistent with the California Public Contract Code. Pursuant to the City of Torrance Ordinance Section 22.1.4, a responsible bid is determined after consideration of the following factors:

- a. The lowest cost to the City;
- b. The ability, capacity, facilities and skill of the bidder to perform the contract;
- c. The ability of the bidder to perform the contract within the time specified, without delay;
- d. The character, integrity, trustworthiness and reputation of the bidder;
- e. The competence, reputation and record of performance and experience of the bidder for the successful recent completion of similar work of comparable magnitude;
- f. The previous and existing compliance by the bidder with laws and ordinances relating to the type of work to be performed under the contract;
- g. The sufficiency of the bidder's financial resources as they relate to the ability of the bidder to perform the contract;
- h. The quality, availability and adaptability of the supplies and equipment to the particular use required;

- i. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- j. The number and scope of conditions and exceptions attached to the bid by the bidder.

However, the minimum requirement of Section 3 (30% of aggregate new hires must be income qualified) applies. A contractor also must sign a Section 3 Commitment form and document all efforts made during construction to hire low-income residents within the project area that would fill employment opportunities created during construction.

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in State LCA - 24 CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The City of Torrance hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

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

For questions or information, please contact John Dettle, P.E., Engineering Manager, in the Public Works Department at (310) 618-3059, or Jeff Kidd, P.E., Associate Engineer, at (310) 618-3067.

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

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

2. Contractor's License

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

B. BIDDER RESPONSIBILITY

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

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

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

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda (electronically, to 'plan holders' and on website only), 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, Project Quantities and Specifications

Prior to submitting a Bid, the Bidder shall examine the Project Quantities (Appendix VI) 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 Bid Proposal Documents:

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

All prices submitted will be considered as including any and all sales or use taxes. In the case of discrepancy between unit bid price and total bid, the unit price shall prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

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

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required Bid Proposal documents are not completed, executed and/or 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.

No less than two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the Notice Inviting Bids, the City will notify all vendors that submitted a bid of the intention to award.

City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance website at: http://www.torranceca.gov/PDF/Bid_RFP_Protest_Procedures.pdf

H. EXECUTION OF CONTRACT

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

- 1) 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 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 et seq. to ensure compliance and complete understanding of the law 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 Insurance as specified in the Public Works Agreement included in these Specifications.

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit its question(s) in writing to the Torrance Public Works Department. All questions must be emailed to Jeff Kidd P.E., Associate Engineer, at JKidd@TorranceCA.Gov.

Please list **"TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT RFI"** in the subject line of the email.

All questions must be received no later than 5:30 p.m. on the Wednesday 1-week prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call John Dettle P.E. directly at (310) 618-3059, or Jeff Kidd P.E., Associate Engineer, at (310) 618-3067.

SECTION C
BID DOCUMENTS

BIDDER'S SUBMITTAL

Company: _____

Total Bid: _____

**TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT
C.I.P. Project No. I-161
(CDBG #601576-13)**

B2014-32

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 Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

**BID SCHEDULE
(NOTE: CDBG Funds will not be used for Bid Items 9, 11, 17 and 18.)**

Bid Item	Approx Quantity	Unit	Item Description	Section	Unit Price	Total Estimate
1	1	LS	MOBILIZATION (5% MAX)	9-3.4		
2	1	LS	TRAFFIC CONTROL	7-10.2.1		
3	1	LS	CONSTRUCTION SURVEYING	2-9.5		
4	23	LF	REMOVE CONCRETE CURB AND GUTTER AND CONSTRUCT VARIABLE HEIGHT CURB WITH 1 FT GUTTER OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE AC PAVEMENT. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH PER SPPWC STD PLAN NO. 120-2	303-5.9		
5	67	LF	REMOVE CONCRETE CURB AND GUTTER AND CONSTRUCT VARIABLE HEIGHT CURB WITH 2 FT GUTTER OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE AC PAVEMENT. MATCH EXISTING CURB HEIGHT AND GUTTER WIDTH PER SPPWC STD PLAN NO. 120-2	303-5.9		
6	109	SF	SAWCUT, REMOVE AND DISPOSE OF EXISTING SIDEWALK AND CONSTRUCT 3.5" PCC SIDEWALK OVER 4" CMB PER SPPWC STD PLAN NO. 113-2	303-5.9		

7	13,000	SF	SAWCUT, REMOVE AND DISPOSE OF EXISTING AC PATHWAYS AND UNCLASSIFIED MATERIALS TO A DEPTH OF 7.5" AND CONSTRUCT 3.5" TEXTURED PCC PATHWAYS OVER 4" CLEAN #57 GRAVEL	303-5.9		
8	480	SF	SAWCUT, REMOVE AND DISPOSE OF EXISTING AC AND SUBGRADE, AND CONSTRUCT 4" TEXTURED PCC DRIVEWAY OVER 4" CLEAN #57 GRAVEL.	303-5.9		
9	2,900	SF	SAWCUT, REMOVE AND DISPOSE OF EXISTING AC, PCC AND SUBGRADE, AND CONSTRUCT 4" BROOM FINISH PCC DRIVEWAY OVER 4" CLEAN #57 GRAVEL.	303-5.9		
10	2,700	SF	REMOVE AND DISPOSE OF EXISTING PATHWAYS, AND INSTALL TOPSOIL, SOD AND IRRIGATION	308-5.9 308-4.11		
11	1	LS	REMOVE AND RETURN TO CITY ORIGINAL STONE BORDERS WHERE SHOWN.	308-7 300-1.4		
12	3	EA	REMOVE EXISTING RAMP AND ADJACENT IMPROVEMENTS, AND CONSTRUCT PCC ADA RAMP AND VARIABLE HEIGHT CURB OVER 8" CMB PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN INCLUDING INSTALLATION OF REMOVEABLE CAST IN PLACE DETECTABLE WARNING DEVICE	303-5.9		
13	10	EA	REMOVE EXISTING TREE	300-1.4		
14	1	LS	PAINT/INSTALL PAVEMENT MARKINGS			
15	247	SF	REMOVE AND DISPOSE OF EXISTING SPANDREL AND RECONSTRUCT PER SPPWC STD PLAN 122-2 OVER 8" CMB, INCLUDING RESTORATION OF ADJACENT 1-FOOT WIDE AC PAVEMENT	303-5.9		
16	3	EA	RELOCATE RECYCLE BIN AND PARK SIGNS	7-9.4		
17	1	LS	REMOVE AND SET SALVAGED ORIGINAL FLAGSTONES WITHIN 1.5' OF NORTH AND SOUTH EDGE OF NEW PCC PATH	303-5.9		
18	15	LF	CONSTRUCT 12" WIDE PATTERNED PCC BORDER TO MATCH EXISTING	303-5.9		

TOTAL BID PRICE INCLUDING PROVISIONAL BID ITEMS: \$ _____
 (Figures)*

TOTAL BID PRICE INCLUDING PROVISIONAL BID ITEMS: _____

 (Words)*

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

B2014-32

BIDDER'S SUBMITTAL (Continued)

B2014-32

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

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

The undersigned declares that it has carefully examined the Project Quantities (Appendix VI), Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Contractor: _____

Date: _____ By: _____

Contractor's State License No.: _____ Class: _____

Address: _____

Phone: _____

FAX: _____

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2014-32

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

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

Bidder's Signature

Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
 }
COUNTY OF _____}

B2014-32

_____, being first duly sworn, deposes and says:

1. That he/she is the

_____ Title

of _____
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of **TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT, C.I.P. PROJECT NO. I-161 (CDBG #601567-13); B2014-32;**

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)

B2014-32

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 _____, 201__.

Subscribed and Sworn to

before me this _____ day

of _____, 20__.

(Contractor)

(Title)

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

BID BOND

B2014-32

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. **B2014-32**, said work being: the Construction of **TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT, C.I.P. NO. I-161 (CDBG #601567-13)** and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 201__.

Principal

Surety/Attorney-in-Fact

Signature

Name:

Local Address:

Phone No.:

Fax No.:

**LIST OF SUBCONTRACTORS
B2014-32**

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: _____

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

CA License Number, Classification and Type: _____

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
B2014-32

(List only work that is similar in scope, magnitude and degree of difficulty and completed by the Contractor within the past five [5] 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

B2014-32

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

Date first obtained: _____ Expiration _____

a. Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

b. Any current claims against License or Bond? _____

If yes, describe claims: _____

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

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS
B2014-32

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: _____.

DBE BIDDERS LIST

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

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

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

NOTICE TO BIDDERS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMPLIANCE DOCUMENTS FOR CONSTRUCTION CONTRACTS of \$100,000 or more

A Bidder is required to familiarize itself with the information provided on the following pages. Failure to comply with and/or meet the requirements may result in a bid being determined incomplete or non-responsive.

A bidder is required to submit the following Compliance forms with its Bid Proposal:

- 1: County Lobbying Certification (C-22)
- 2: Request for Additional Classification and Rate (C-24)
- 3: Contractor's List of Proposed Subcontractors (C-25)
- 4: Worker's Compensation Certification (C-26)
- 5: Non-Segregated Facilities Certification (C-27)
- 6: Past Performance Certification (C-28)
- 7: Notice of Equal Employment Opportunity Commitment (C-39)
- 8: Non Collusive Affidavit (C-40)
- 9: Federal Lobbying Certification (C-41)
- 10: Section 3 Business Certification (C-45)
- 11: Section 3 Resident Certification (C-46)
- 12: Section 3 Economic Opportunity Plan (C-51)
- 13: Section 3 Economic Opportunity Report (C-52)
- 14: Notice of Section 3 Commitment (C-54)

CONFLICT OF INTEREST:

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION REQUIREMENTS:

Construction contracts of \$100,000 or more require all bidders to commit to providing equal employment, training and contracting opportunities without discrimination.

SECTION 3

Bidders must commit to provide employment, training and contracting opportunities to qualified Section 3 Business Concerns or low-income Residents within the contract area in order to be considered a Section 3 Responsive Bidder. See Section 3 Clause.

CONTRACTOR'S DUTY TO PAY PREVAILING WAGES:

In addition to California Labor Code Section 1770 et seq., federally assisted construction contracts of \$2,000 or more require compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

This construction project is being funded in whole or in part with U.S. Department of Housing & Urban Development (HUD) Federal Community Development Block Grant (CDBG) funds. Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage requirement, the higher of the two will prevail.

Workers must be paid each week, no less than the hourly wage rate plus the hourly fringe benefit listed in the Federal Wage Decision. Work classifications reported on weekly payroll reports must conform to the appropriate work classification listed on the Federal Wage Decision in effect 10 days prior to opening of this bid.

COMPETITIVE BID CONTRACTS:

The Prime Contractor must ensure that each sub-contractor and lower-tier contractor receives a copy of the Federal Wage Decision and the Federal Labor Standards Provisions (HUD-4010 form). Each contractor, sub-contractor and lower-tier contractor is responsible for reviewing the Wage Decision in advance to insure each work classification to be used is listed on the Wage Decision. Work Classifications or Wage Rates paid to workers for any work performed on this project that do not conform to the work classifications or wage rates listed in the Federal Wage Decision **MUST BE APPROVED IN ADVANCE BY HUD.**

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL WAGE DECISION

On the following pages is the Federal Wage Decision effective at the time this document was issued.

The “current Federal Wage Decision” is the one in effect 10-days prior to the bid opening date and can be found on-line at <http://www.wdol.gov>.

ANY REVISIONS TO THE APPLICABLE FEDERAL WAGE RATES, UP TO 10 DAYS BEFORE BID OPENING, SHALL BE IDENTIFIED BY THE ISSUANCE OF AN ADDENDUM WITH THE CORRESPONDING INTERNET WEBSITE ADDRESS OF WHERE THE REVISIONS CAN BE FOUND.

COUNTY LOBBYIST CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

Telephone: (____) _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the City of Torrance, as the local contracting agency (LCA), and to the Community Development Commission, County of Los Angeles;

- 1) It is understood that each person, entity, or firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person, entity, or firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is material representation of facts upon which reliance was placed when this transaction was made or entered into.

Authorized Official:

(Print Name of Contractor's Authorized Representative)

(Signature of Contractor's Authorized Representative)

(Title)

(Date)

**CONTRACTING WITH SMALL BUSINESS
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
 - a. Including qualified Small Business and Minority Firms on solicitation lists.
 - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A
OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
	3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway
---------------------------------	---

6. WAGE DECISION NO. (include modification number, if any) <input type="checkbox"/> COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE
--	---------------------------------

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
-------------------------------------	---

- Check All That Apply:**
- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
 - The proposed classification is utilized in the area by the construction industry.
 - The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
 - The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
 - Supporting documentation attached, including applicable wage decision.
- Check One:**
- Approved, meets all criteria. DOL confirmation requested.
 - One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

<p>_____ Agency Representative <i>(Typed name and signature)</i></p> <p style="text-align: right;">_____ <i>Date</i></p> <p style="text-align: right;">_____ <i>Phone Number</i></p>	<p>FOR HUD USE ONLY LR2000:</p> <p>Log in:</p> <p>Log out:</p>
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HUD-4230A (5-03) PREVIOUS EDITION IS OBSOLETE

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's 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.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

NON-SEGREGATED FACILITIES CERTIFICATION
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____ Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS

The bidder, proposed sub-contractor, hereby certifies that he/she has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she has, has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project Number: _____ Contract Award: \$ _____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees _____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY** (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
<u>Timetables</u>	<u>28.3%</u>	<u>6.9%</u>

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the

goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
 - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
 - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
 - (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs

office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for

referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1)

through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the

Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
- b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the

subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
 - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
 - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.
 9. **Copeland "Anti-Kickback" Act (47 USC 276(c))** requires that workers be paid at least once a week without any deductions or rebates except permissible deductions. Permissible deductions include taxes, deductions the worker authorizes in writing, and deductions required by court processes. The Act also requires contractors to submit payroll records weekly along with Statements of Compliance to the contracting agency. The Copeland Act applies to all contracts covered by Davis-Bacon.
 10. **Contract Work Hours and Safety Standards Act - CWHSSA (40 USC 327 - 333)** requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage for any time worked after 40 hours in one week. This provision applies to all construction contracts using State CDBG funds.

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)

By: _____
(Signature)

(Date)

(Title)

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

State of California)

County of _____)

_____, being first duly sworn, deposes and says that, he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: _____ Project Number: _____

Company: _____

Address: _____

Signature: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED TO BEFORE ME



This _____ day of _____, 20____

/s/ Notary Public: _____

My Commission Expires: _____

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish* to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act**, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control **Act, as amended, (33 USC 1318) relating to** inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

SECTION 3 CLAUSE

(All Section 3 covered contracts shall include the Section 3 Clause)

Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

A **Section 3 Responsive bidder** is a bidder that submits a *Section 3 Business Certification* form with the bid, and

1. Qualifies as a Section 3 Business concern because the business
 - Is 51% owned by low-income residents, or
 - 30% or more of its permanent full-time employees are low-income residents, and
 - Provides the *Section 3 Resident Certification form(s)* for each qualified employee.

- OR -

2. Makes a written commitment by submitting a Section 3 Economic Opportunity Plan with their bid indicating that the bidder will:
 - Hire at least 30% aggregate new-hires that are qualified low-income residents, and
 - Provide the *Section 3 Resident Certification form(s)* for each Section 3 new-hire, or
 - Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and
 - Ensure that the Business Concern(s) provide *Section 3 Resident Certification form(s)* for each qualified employee.

NOTE: If the contract is awarded based upon the written commitment, the contractor will be responsible to document all efforts made to recruit Section 3 resident new-hires. Additionally, the recipient of a Section 3 contract who commits to the Section 3 goal is required to submit a *Section 3 Summary Report* by July 1 and/or with their final Certified Payroll Report submission.

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (*Economic Opportunity Plan*).

A **Section 3 Non-responsive bidder** is a bidder that:

- ▶ Fails to provide a *Section 3 Business Certification* form documenting Section 3 qualifications with a bid response, or
- ▶ Fails to provide a *Section 3 Business Certification* form and an *Economic Opportunity Plan* with a bid response.

However, if the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the *Zone of Consideration*), as defined below, the construction contract shall be awarded to the lowest bid from any responsive and responsible bidder.

A **REASONABLE bid** is a bid that is not more than the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of bid received from any responsible bidder, **PLUS**
2. The **"X" FACTOR**, which is the lesser of:
 - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
 - b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

ZONE OF CONSIDERATION

If the Lowest Bid is		The "X" FACTOR is the Lesser than	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

SECTION 3 BUSINESS CERTIFICATION FORM

Business Name: _____

Business Address: _____

Telephone Number: _____

Contract/Bid Amount: \$ _____

1. The above mentioned business firm is a Section 3 business concern based on the following qualifications:

51-percent owned by Section 3 Residents
(Submit Resident Certifications with this business certification form)

At least 30-percent Permanent, full-time employees are Section 3 Residents
Total Number of all full-time employees _____, Number of Section 3 qualified Employees _____
(Submit the Resident Certification form(s) with this Business Certification form)

2. The above mentioned business firm is not a Section 3 business concern, but commits to the Section 3 goal:

Written Commitment (Section 3 Economic Opportunity Plan), outline intentions to:
Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or
Subcontract 25-percent or more of the contract amount to Section 3 qualified business concerns.

THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Signature of Owner/Principal

Date

Business Name

License Number

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild Other - Census Tract Number: _____

Section 3 Resident Certification Employee Residing in Los Angeles County

Note: *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a written commitment. It may also be used for the purposes of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2013 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:							
1 <input type="checkbox"/>	\$17,400 or Less <input type="checkbox"/>	\$17,401 to \$28,999 <input type="checkbox"/>	\$29,000 to \$46,399 <input type="checkbox"/>	\$46,400 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 <input type="checkbox"/>	\$19,900 or Less <input type="checkbox"/>	\$19,901 to \$33,149 <input type="checkbox"/>	\$33,150 to \$52,999 <input type="checkbox"/>	\$53,000 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 <input type="checkbox"/>	\$22,400 or Less <input type="checkbox"/>	\$22,401 to \$37,299 <input type="checkbox"/>	\$37,300 to \$59,649 <input type="checkbox"/>	\$59,650 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 <input type="checkbox"/>	\$24,850 or Less <input type="checkbox"/>	\$24,851 to \$41,399 <input type="checkbox"/>	\$41,400 to \$66,249 <input type="checkbox"/>	\$66,250 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 <input type="checkbox"/>	\$26,850 or Less <input type="checkbox"/>	\$26,851 to \$44,749 <input type="checkbox"/>	\$44,750 to \$71,549 <input type="checkbox"/>	\$71,550 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 <input type="checkbox"/>	\$28,850 or Less <input type="checkbox"/>	\$28,851 to \$48,049 <input type="checkbox"/>	\$48,050 to \$76,849 <input type="checkbox"/>	\$76,850 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 <input type="checkbox"/>	\$30,850 or Less <input type="checkbox"/>	\$30,851 to \$51,349 <input type="checkbox"/>	\$51,350 to \$82,149 <input type="checkbox"/>	\$82,150 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 <input type="checkbox"/>	\$32,850 or Less <input type="checkbox"/>	\$32,851 to \$54,649 <input type="checkbox"/>	\$54,650 to \$87,449 <input type="checkbox"/>	\$87,450 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's Work Classification is: _____

Company Name: _____

Employer Name/Signature: _____

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild McKinney Homeless Other Section 3

Census Tract Number: _____ Income Level: Extremely Low Low Moderate Above-Moderate

Section 3 Resident Certification Employee Residing in Orange County

Note: *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a subcontracting written commitment only. This form **MAY NOT** be used for the purpose of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2013 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:							
1 <input type="checkbox"/>	\$19,250 or Less <input type="checkbox"/>	\$19,251 to \$32,049 <input type="checkbox"/>	\$32,050 to \$51,249 <input type="checkbox"/>	\$51,250 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 <input type="checkbox"/>	\$22,000 or Less <input type="checkbox"/>	\$22,201 to \$36,599 <input type="checkbox"/>	\$36,600 to \$58,599 <input type="checkbox"/>	\$58,600 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 <input type="checkbox"/>	\$24,750 or Less <input type="checkbox"/>	\$24,751 to \$41,199 <input type="checkbox"/>	\$41,200 to \$65,899 <input type="checkbox"/>	\$65,900 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 <input type="checkbox"/>	\$27,450 or Less <input type="checkbox"/>	\$27,451 to \$45,749 <input type="checkbox"/>	\$45,750 to \$73,199 <input type="checkbox"/>	\$73,200 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 <input type="checkbox"/>	\$29,650 or Less <input type="checkbox"/>	\$29,651 to \$49,449 <input type="checkbox"/>	\$49,450 to \$79,099 <input type="checkbox"/>	\$79,100 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 <input type="checkbox"/>	\$31,850 or Less <input type="checkbox"/>	\$31,851 to \$53,099 <input type="checkbox"/>	\$53,100 to \$84,949 <input type="checkbox"/>	\$84,950 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 <input type="checkbox"/>	\$34,050 or Less <input type="checkbox"/>	\$34,051 to \$56,749 <input type="checkbox"/>	\$56,750 to \$90,799 <input type="checkbox"/>	\$90,800 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 <input type="checkbox"/>	\$36,250 or Less <input type="checkbox"/>	\$36,251 to \$60,399 <input type="checkbox"/>	\$60,400 to \$96,649 <input type="checkbox"/>	\$96,650 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's Work Classification is: _____

Company Name: _____

Employer Name/Signature: _____

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild McKinney Homeless Other Section 3

Census Tract Number: _____ Income Level: Extremely Low Low Moderate Above-Moderate

Section 3 Resident Certification Employee Residing in San Bernardino County / Riverside County

Note: *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a subcontracting written commitment only. This form **MAY NOT** be used for the purpose of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2013 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:							
1 <input type="checkbox"/>	\$13,400 or Less <input type="checkbox"/>	\$13,401 to \$22,299 <input type="checkbox"/>	\$22,300 to \$35,699 <input type="checkbox"/>	\$35,700 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 <input type="checkbox"/>	\$15,300 or Less <input type="checkbox"/>	\$15,301 to \$25,499 <input type="checkbox"/>	\$25,500 to \$40,799 <input type="checkbox"/>	\$40,800 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 <input type="checkbox"/>	\$17,200 or Less <input type="checkbox"/>	\$17,201 to \$28,699 <input type="checkbox"/>	\$28,700 to \$45,899 <input type="checkbox"/>	\$45,900 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 <input type="checkbox"/>	\$19,100 or Less <input type="checkbox"/>	\$19,101 to \$31,849 <input type="checkbox"/>	\$31,850 to \$50,949 <input type="checkbox"/>	\$50,950 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 <input type="checkbox"/>	\$20,650 or Less <input type="checkbox"/>	\$20,651 to \$34,399 <input type="checkbox"/>	\$34,400 to \$55,049 <input type="checkbox"/>	\$55,050 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 <input type="checkbox"/>	\$22,200 or Less <input type="checkbox"/>	\$22,201 to \$36,949 <input type="checkbox"/>	\$36,950 to \$59,149 <input type="checkbox"/>	\$59,150 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 <input type="checkbox"/>	\$23,700 or Less <input type="checkbox"/>	\$23,701 to \$39,499 <input type="checkbox"/>	\$39,500 to \$63,199 <input type="checkbox"/>	\$63,200 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 <input type="checkbox"/>	\$25,250 or Less <input type="checkbox"/>	\$25,251 to \$42,049 <input type="checkbox"/>	\$42,050 to \$67,299 <input type="checkbox"/>	\$67,300 or more <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's Work Classification is: _____

Company Name: _____

Employer Name/Signature: _____

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild McKinney Homeless Other Section 3

Census Tract Number: _____ Income Level: Extremely Low Low Moderate Above-Moderate

Section 3 Resident Certification Employee Residing in San Diego County

Note: *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a subcontracting written commitment only. This form MAY NOT be used for the purpose of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2013 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:			
	\$16,950 or Less	\$16,951 to \$28,249	\$28,250 to \$45,149	\$45,150 or more
1 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's Work Classification is: _____

Company Name: _____

Employer Name/Signature: _____

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild McKinney Homeless Other Section 3

Census Tract Number: _____ Income Level: Extremely Low Low Moderate Above-Moderate

Section 3 Resident Certification Employee Residing in Ventura County

Note: *This form is for use in conjunction with the "Section 3 Business Certification Form" to (1) substantiate a certification as a Section 3 Business Concern; or (2) to substantiate a subcontracting written commitment only. This form MAY NOT be used for the purpose of qualifying a new hire as a Section 3 Resident. Only residents of Los Angeles County may qualify as Section 3 New Hires.*

NAME _____

ADDRESS _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. I am a Public Housing Resident:

NAME OF PUBLIC HOUSING SITE _____

ADDRESS OF PUBLIC HOUSING SITE _____

2. I am a low-income resident of the metropolitan area and:

2013 INCOME LIMITS

My household Size is:	My household's gross annual income from all sources is:			
1 <input type="checkbox"/>	\$18,350 or Less <input type="checkbox"/>	\$18,351 to \$30,599 <input type="checkbox"/>	\$30,600 to \$48,949 <input type="checkbox"/>	\$48,950 or more <input type="checkbox"/>
2 <input type="checkbox"/>	\$21,000 or Less <input type="checkbox"/>	\$21,001 to \$34,999 <input type="checkbox"/>	\$35,000 to \$55,949 <input type="checkbox"/>	\$55,950 or more <input type="checkbox"/>
3 <input type="checkbox"/>	\$23,600 or Less <input type="checkbox"/>	\$23,601 to \$39,349 <input type="checkbox"/>	\$39,350 to \$62,949 <input type="checkbox"/>	\$62,950 or more <input type="checkbox"/>
4 <input type="checkbox"/>	\$26,200 or Less <input type="checkbox"/>	\$26,201 to \$43,699 <input type="checkbox"/>	\$43,700 to \$69,899 <input type="checkbox"/>	\$69,900 or more <input type="checkbox"/>
5 <input type="checkbox"/>	\$28,300 or Less <input type="checkbox"/>	\$28,301 to \$47,199 <input type="checkbox"/>	\$47,200 to \$75,499 <input type="checkbox"/>	\$75,500 or more <input type="checkbox"/>
6 <input type="checkbox"/>	\$30,400 or Less <input type="checkbox"/>	\$30,401 to \$50,699 <input type="checkbox"/>	\$50,700 to \$81,099 <input type="checkbox"/>	\$81,100 or more <input type="checkbox"/>
7 <input type="checkbox"/>	\$32,500 or Less <input type="checkbox"/>	\$32,501 to \$54,199 <input type="checkbox"/>	\$54,200 to \$86,699 <input type="checkbox"/>	\$86,700 or more <input type="checkbox"/>
8 <input type="checkbox"/>	\$34,600 or Less <input type="checkbox"/>	\$34,601 to \$57,699 <input type="checkbox"/>	\$57,700 to \$92,299 <input type="checkbox"/>	\$92,300 or more <input type="checkbox"/>

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

EMPLOYEE SIGNATURE _____

DATE _____

To be Completed by Employer:

The above-named person was hired previous to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's Work Classification is: _____

Company Name: _____

Employer Name/Signature: _____

To Be Completed by Local Contracting Agency

Preference Category: Targeted Service Area Youthbuild McKinney Homeless Other Section 3

Census Tract Number: _____ Income Level: Extremely Low Low Moderate Above-Moderate

SECTION 3 ECONOMIC OPPORTUNITY PLAN

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Federal Identification: (Contract/Award No.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone: (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
8. Program Code: (Use a separate sheet for each Program Code)		
Program Codes		
1. Flexible Subsidy 2. Section 202/811 3. Public/Indian Housing Development, Operation and Modernization 4. Homeless Assistance 5. HOME 6. HOME - State Administered 7. CDBG - Entitlement 8. CDBG - State Administered 9. Other CD Programs 10. Other Housing Programs		

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% of Aggregate Hires Who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL		\$
Percentage of the total dollar amount to be awarded to Section 3 Business Concerns:		%

SECTION 3 ECONOMIC OPPORTUNITY REPORT (CONTRACTOR)

1. Recipient Name and Address (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Project Number: (Contract/Award No.)	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone: (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
	8. Project Number:	9. Federal EIN:

Part I: Employment & Training Opportunities provided to low-income individuals (Minimum Goal: 30% of New Hires)

JOB CLASSIFICATION	TOTAL NEW HIRES	LOW-INCOME NEW HIRES	% of Aggregate Hires Who are low-income
Technicians			%
Office/Clerical			%
Professionals			%
Construction Trade:			%
Construction Trade:			%
TOTAL			%

Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

Number of Subcontracts awarded:		Number of Section 3 Businesses Receiving Contracts:	
Name of Qualified Business Concern	Construction or Non-construction Contract	Amount	
		\$	
		\$	
		\$	
		\$	
Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:			\$
Dollar Amount of All Subcontracts:			\$
Percentage of the total dollar amount awarded to qualified Business Concerns:			%

Part III: Summary of the efforts that were made to generate economic opportunities

Trained and/or Employed ____ low-income individuals equal to ____ (%) of the aggregate new hires. (Attach Resident Certifications)

Awarded a Subcontract to ____ qualified Business Concerns equal to ____ (%) of the contract amount. (Attach Business Certifications)

Attempted to recruit low-income individuals through:

- Advertised through local media, television, radio, newspaper (Attach copy of advertisement)
- Signs prominently displayed at the project site
- Contacts with community organizations
- Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)

Participated in a HUD program or other program which promotes the training or employment of low-income individuals

Participated in a HUD program or other program which promotes the award of contracts to Section 3 Qualified Business Concerns

Contacted agencies administering HUD Youth-Build programs. (Attach list)

Maintained a file of eligible, qualified low-income Residents and qualified Business Concerns for future employment

OTHER - _____ (Attach supporting documentation)

A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

REMEMBER: All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES

- Enter into “first-source” hiring agreements with organizations representing Section 3 residents, such as *Work Source* or a local Workforce Investment Board. For more information, visit <http://www.calwia.org/lwia/index.cfm>
- Sponsor a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations’ database of local apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/aigstart.asp>
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as www.monster.com

NOTICE OF SECTION 3 COMMITMENT

TO:

(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____. For additional information, you may contact _____, _____ at (_____) _____.

Contact Person's Name

Title

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)

By: _____

(Signature)

(Date)

(Title)

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 _____, 2014, with the said City of Torrance for the Construction of **TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT, C.I.P. NO. I-161 (CDBG #601567-13), B2014-32**, 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 _____, 201____.

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

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

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

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

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Torrance for the Construction of **TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT, C.I.P. NO. I-161 (CDBG #601567-13), B2014-32**, 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 _____, 201 ____

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 201____ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and _____ ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct **TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT, C.I.P. NO. I-161 (CDBG #601567-13)**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT, C.I.P. NO. I-161 (CDBG #601567-13)**, Notice Inviting Bids No. B2014-32 (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 Project Quantities (Appendix VI) 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 Project Quantities (Appendix VI) and Specifications, which are on file in the Public Works Department. The NIB and the 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 \$1,000,000.

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

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

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

20. NOTICE

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

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:

Fax: _____

CITY:

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
(name)
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF
TORRANCE PARK HANDICAP ACCESSIBILITY PROJECT, C.I.P. NO. I-161 (CDBG #601567-13)
B2014-32**

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 Project Quantities, or shown incorrectly.

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

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

Duly Authorized Agent

Attached to and forming part of
Policy No. _____
of the _____

Date: _____

Expiration Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

CONTRACTOR

By: _____

Title: _____

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (2012 Edition) and the Standard Specifications of the State of California Department of Transportation (Caltrans), 2006 edition, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.

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SECTION E – SPECIAL PROVISIONS

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

1-2 DEFINITIONS.

Add or redefine the following:

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

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

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

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

Park Pathway- Any PCC or AC sidewalk or path within the park, not within the public right of way, used as a pedestrian travel zone.

1-3 ABBREVIATIONS.

1-3.2 Common Usage:

Add the following abbreviations:

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

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

Replace the entire subsection with the following:

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

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

2-3 SUBCONTRACTS

2-3.2 Self Performance. Replace the second sentence of the first paragraph with the following:

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

1. Survey
2. Textured Concrete

2-4 CONTRACT BONDS

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

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

2-5 PLANS AND SPECIFICATIONS.

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

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

Add the following subsections:

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

- 1) Project Plans

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

2) Standard Plans

- a. City of Torrance Standard Plans, latest edition
- b. Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), latest edition
- d. Standard Plans of the Los Angeles County Department of Public Works, latest edition
- e. American Water Works Association Standards, latest edition.

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

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

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.

Sections 56-2, 84, 85, 86 and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition

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

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

- a) Permits issued by other agencies.
- b) Change Orders (including Plans and Specifications attached thereto).
- c) Public Works Agreement
- d) Addenda
- e) Bid/Proposal
- f) Special and General Provisions
- g) Plans
- h) City Standard Plans
- i) Other Standard Plans
- j) Standard Specifications for Public Works Construction

k) Reference Specifications

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

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

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

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

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

2-5.3 Submittals

2-5.3.2 Working Drawings. Add the following:

In addition to the shop drawings required per Table 2-5.3.2 (A), the following shop drawings are required:

Item	Subsection Number	Title	Subject
1		<u>TEXTURED CONCRETE SAMPLE</u>	

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

Shop drawings listed as Item **1)** shall be prepared, and signed by contractor or foreman and submitted to City of Torrance.

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

Submittals are required for the following:

- 1) AC mix per 203-6.1
- 2) Concrete
- 3) CMB
- 4) CAB
- 5) Mock up- Create a 4' x 4' concrete panel sample for Park Director approval, showing score line, geometry and color, type of material and finish, prior to pouring pathways complete in place.

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

2-6 WORK TO BE DONE.

Add the following:

The Work generally consists of the construction of park pathways, sidewalks, ADA curb ramps, tree removal, with appurtenances as shown on City of Torrance Plan No CP-414; curb, gutter, sidewalk, curb ramps, cross gutters; reconstruction, rehabilitation, reclamation of pavement; pavement preparation and application of cape and slurry seal and all other incidental work in this specification document.

2-9 SURVEYING.

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

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

All surveying shall be done by a Registered Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. All monuments and centerline ties shall be tied out and reset in accordance with Section 8771 (Land Surveyors Act) of the Business and Professions Code of the State of California.

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

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

it is required to adequately construct the Work.

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

Stakes shall be set and stationed by the Contractor for curbs, curbs and gutters, sidewalks, access ramps, cross gutters, driveways, headers, storm drains, sewers, water lines, spandrels, catch basins, rough grade, and other items as necessary. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet. A copy of each grade sheet shall be furnished to the Engineer. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Contractor at its expense..

Construction stakes shall consist of the following:

- a. One set of paving stakes.
- b. Line and grade of new curb and gutter
- c. Line and grade of existing features shown on the plan to be replaced in kind sufficient for their construction

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

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

Add the following subsection:

2-9.5 Payment

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

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER.

Add the following:

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

2-11 INSPECTION.

Replace the entire subsection with the following:

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the

Engineer a minimum of 48 hours in advance of the required inspection.

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

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

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

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

Add the following subsections:

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

Mondays through Fridays	-	\$125.00 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 Inspections During Construction. During the construction, the Contractor shall make the Work site available for periodic inspections by the regulatory agencies. These agencies may include: Los Angeles County Department of Health Services, Los Angeles Regional Water Quality Control Board, the State of California Department of Health Services Drinking Water Field Operations Branch, and CITY Water Department.

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

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

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK

3-3.2.1 General. Add the following:

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

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

3-3.2.2.3 Tools and Equipment Rental. Replace the second paragraph with the following:

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

3-3.2.3 Markup. Add the following::

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

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

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2

Labor: 20%
Materials: 15%

Equipment Rental: 15%
Other Expenditures: 15%

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

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

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

The markups specified in 3-3.2.2 above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

3-4 CHANGED CONDITIONS.

Add the following:

This subsection does not apply to utilities.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIAL AND WORKMANSHIP.

4-1.1 General.

Add the following paragraph after the second paragraph:

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

4-1.2 Protection of Work and Materials.

Add the following:

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

responsibility and expense of protecting, or removing and returning to the site of Work, all equipment or materials under his care endangered by any action of the elements.

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

SECTION 5 – UTILITIES

5-1 LOCATION.

Add the following:

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

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

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

Substitute the following for the last paragraph:

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

5-2 PROTECTION.

Add the following:

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

Add the following subsections:

5-2.1 Noninterfering Utilities

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

5-2.2 Abandoned Utilities

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

5-2.3 Interfering Utilities

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

5-4 RELOCATION.

Add the following:

Water meters shall be relocated by Contractor per City of Torrance Standard Plan T703 or T704 as directed by the Engineer.

Water valves shall be relocated by the Contractor per City of Torrance Standard Plan T712.

Substitute the following for the last paragraph:

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

prosecution.

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

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

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

5-5 DELAYS.

Substitute (entire subsection with?) the following:

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

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

Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with Subsections 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.

Add the following subsections:

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

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

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

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

1. Concrete removal - All concrete removed shall be hauled off the Work site (including the Contractor's storage yard) no later than the calendar day following the day that the removal is performed. If the calendar day following the removal is a non-working day (Saturday, etc.) the concrete shall be hauled off the Work site on the same day it was removed. Unless otherwise authorized by the Engineer, failure by the Contractor to haul concrete from the Work site and/or Contractor's storage yard(s) in a timely manner may result in a

liquidated damage assessed upon the Contractor. Such liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor.

2. PCC construction - Construction of PCC sidewalks, driveways, access ramps, curbs, gutters and cross gutters shall be formed and poured within 5 working days following removal of the existing material at any location. Any adjacent trench (i.e. 1-foot wide slot trench), required to remove and construct said PCC construction shall be restored per these Specifications and no later than 2 calendar days following the PCC construction. Failure by the Contractor to comply with these requirements in a timely manner may result in a liquidated damage assessed upon the Contractor. Such liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor.
3. The Contractor is required to work on tree and stump removals per 300-1.3.2(d), sidewalk, access ramps, curb, gutter, cross gutters and driveway replacements in a continuous operation and simultaneously with the work in item 1 above.
4. AC Pavement removal - All AC pavement removed shall be hauled off the Work site (including the Contractor's storage yard) no later than the calendar day following the day that the removal is performed. If the calendar day following the removal is a non-working day (Saturday, etc.) the AC pavement shall be hauled off the Work site on the same day it was removed. Unless otherwise authorized by the Engineer, failure by the Contractor to haul AC pavement from the Work site and/or Contractor's storage yard(s) in a timely manner may result in a liquidated damage assessed upon the Contractor. Such liquidated damage shall be determined by the Engineer and will be deducted, accordingly, from a Progress Payment due to the Contractor.
5. Tree and Stump removals per 300-1.3.2(d) are to be performed before concrete or AC pavement removals.
6. Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
7. The ordering of materials.
8. 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.
9. A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed.
10. Stockpile area. Schedule shall indicate date for cleanup of stockpile area.

Should the Contractor fail to meet Requirements 1-10, the Engineer reserves the right to prohibit the Contractor from making further removals until the clean up, construction, or rehabilitation of sprinklers is in conformance with the aforementioned requirements. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, CITY may perform said work and charge the Contractor for all costs incurred.

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

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

Full compensation for complying with all requirements of Section 6-1.4 Updates shall be per the Contract Unit Price for Construction Schedule. If the Contractor fails to submit an updated Construction Schedule to the Engineer on the first working day of each month, the CITY will

deduct one-fifth the amount of the Contract Unit Price for each work day after the due date, up to maximum of \$300, that each monthly schedule update is not submitted.

6-7 TIME OF COMPLETION.

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

Time shall be of the essence in the Contract. The Contractor shall begin Work after the mailing by the Engineer to the Contractor, first class mail, postage prepaid, a Notice to Proceed and shall diligently prosecute the same to completion within 90 working days from the start date specified in the Notice to Proceed.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY.

6-8.2 Acceptance

Replace with the following:

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

6-8.3 Warranty.

Add the following: Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

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

6-9 LIQUIDATED DAMAGES.

In each of the two paragraphs, substitute "\$1,000.00" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

Add the following subsections:

6-11 SEQUENCE OF CONSTRUCTION

6-11.1 Multiple Headings.

In order to meet the contract schedule, the Contractor will be allowed to initiate and maintain two or more construction headings. However, the Contractor will not be allowed to have multiple phases of work occurring that have the corresponding traffic control devices in conflict with each other.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7.2 LABOR

7-2.3 Payrolls and Payroll Records

Add the following:

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

Add the following subsection

7-2.5 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 \$1,000,000 per accident.

7-5 PERMITS.

Replace the second paragraph with the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit for traffic control and curb ramp installation 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 WORK SITE MAINTENANCE.

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

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

Add the following subsection

7-8.5.4 Temporary Light, Power, and Water.

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

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

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

7-8.6 Water Pollution Control.

7-8.6.2 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. These publications are available at:

<https://www.casqa.org/resources/bmp-handbooks>

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

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

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

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

VEGETATIVE STABILIZATION	Scheduling of Planting
	Preservation of Existing Vegetation
	Temporary Seeding and Planting
	Mulching
PHYSICAL STABILIZATION	Geotextiles and Mats
	Soil Stabilizer/Dust Control
	Temporary Stream Crossing
	Stabilized Construction Roadway
	Stabilized Construction Entrance
RUNOFF DIVERSION	Sodding, Grass Plugging, and Vegetative Buffer strips
	Earth Dikes, Drainage Swales, and Lined Ditches
	Top and Toe of Slope Diversion Ditches/Berms
	Slope Drains and Subsurface Drains
VELOCITY REDUCTION	Flared Culvert End Sections
	Outlet Protection/Velocity Dissipation Devices
	Check Dams
	Slope Roughening/Terracing/Rounding
SEDIMENT TRAPPING	Slit Fences
	Straw Bale Barrier
	Sand Bag Barrier
	Brush or Rock Filter
	Storm Drain Inlet Protection
	Sediment Traps
	Sediment Basin

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

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

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

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

Add the following subsections:

7-8.8 Contractor's Storage Yard. The proposed location for the Contractor's Storage Yard is shown in Appendix VII. The Contractor shall be responsible for maintaining the yard for the duration of the Work. If the proposed location of the yard is relocated within the boundaries of the CITY, the Contractor shall obtain prior approval from the Engineer.

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

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

Add the following paragraph:

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

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

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 re-graded 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 Section 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:

- d. 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.
- e. 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 larger.

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

Payment for relocating recycle bin and park sign shall be per the Contract Unit Price for RELOCATE RECYCLE BIN AND PARK SIGN and shall include all labor and materials appurtenant to relocating the recycle bin and sign, and no additional compensation will be allowed therefore.

7-9.5 Protection of Existing Pavement Surfaces from Tack Coat and Oil. When work requires the placement of a tack coat pursuant to Subsection 302-5.4, the Contractor shall protect existing pavement surfaces outside of the work limits from the spreading of tack coat and oil adhering to truck tires exiting work area. The protected area shall extend the full width of the street and be by either of the following methods:

1) The Contractor shall wet the existing pavement surface to a distance of ten (10) feet away from the work limit. The wetted area shall be maintained as such until placement of asphalt concrete pavement is completed; OR

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

7-9.6 Curb Addresses. The Contractor shall be responsible to repaint addresses (4-inch high black numbers on white background) on curb faces when printed addresses have been removed due to curb construction.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Vehicular Access. Replace with the following:

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

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, 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.
- b. The Contractor shall provide vehicular access to all schools and parking lots including, but not limited to, apartment building parking lots.
- c. The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies.
- d. The Contractor shall make every reasonable effort to provide maximum access to churches on their Sabbath days. In addition, the Contractor shall not park or store equipment at the site of a church on its Sabbath days.
- 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.

- f. The Contractor shall provide a minimum 1-inch thick temporary asphalt surface for an access ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.
- g. The Contractor shall protect the work from traffic. Should the slurry seal be damaged, the Contractor shall provide satisfactory repairs at no cost to the City.

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

7-10.2 General Add the following:

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

- a. Unless otherwise shown on the Traffic Control Plans, permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b. The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC cross gutter with spandrels and integral curb in order to allow traffic flow and not close a street. A minimum lane width of 14 feet shall be provided over the steel plating.
- c. At a minimum, the Contractor shall maintain one (1) ten (10) foot-wide lane open in each direction between the hours of 8:00 a.m. and 4:30 p.m. All travel lanes shall be kept open all other times.
- d. Any travel lane adjacent to the curb and within the work zone shall be, at a minimum, a twelve (12) foot-wide lane.
- e. Reduction in lane requirements may be afforded only with prior written approval from the Engineer.
- f. 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.
- g. 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.
- h. Pedestrian route shall be provided at all times. When the sidewalk is closed for ramp work, a safe detour shall be provided. Sidewalk shall be open to pedestrians after working hours at all times.

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

Temporary "No Parking" Signs. The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to

temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

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

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

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

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

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

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

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

Protection of Permanent Pavement Markings, Manholes, Valves. The Contractor shall, in areas outside of the work zone, protect existing raised pavement markers, thermoplastic legends and markings. The Contractor shall cover and protect existing valve and manhole covers, utility caps, and similar items from damage and discoloration from the slurry and cape seal applications. Prior to the application of the slurry seal or cape seal the Contractor shall remove by method of wet sandblasting any existing thermoplastic or painted pavement legend or marking within the limits of work.

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

Full compensation for the items in this subsection shall be considered as included in the various bid items.

Street Closures, Detours, Barricades.

The contractor shall comply with all applicable State, County and City requirements for closure of streets. The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flag persons, and watch persons. The Contractor shall be responsible for compliance with additional public safety requirements which may arise. The Contractor shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

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

The Contractor shall notify the Public Works Department at (310) 781-6900, at least ten (10) working days in advance of closing or partially closing any street or alley and comply with their requirements. In addition, the Contractor shall notify the Torrance Police Department at (310) 328-3456 and Torrance Fire Department at (310) 781-7040 at least two (2) working days in advance of such closing.

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

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

All costs involved shall be included in the Bid.

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

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

After award of the contract, the Contractor shall submit to the City its proposed Traffic Control Plan as required by the Special Provisions and to comply with the requirements specified herein. This submittal shall be made sufficiently in advance (street closure schedules MUST be submitted ten (10) days prior to closing the affected street) of any rerouting or diversion of traffic by the Contractor to allow for a review of the Contractor's proposed traffic control by the Public Works Director.

Revise the final sentence of the third paragraph to include:

Except as modified hereinafter or within the Special Provisions.

Add the following paragraph after the third paragraph:

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

7-10.5 Steel Plate Covers.

Add the following:

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal cannot be properly complete within a work day, steel plate bridging with a non-skid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

- a. Steel plate used for bridging shall extend a minimum of 12-inches beyond the edges of the trench.
- b. Steel plate bridging shall be installed to operate with minimum noise.
- c. The trench shall be adequately shored to support the bridging and traffic loads
- d. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
- e. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed using either the following Method

Method (For speeds 45 mph or less)

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled 2-inches into the pavement. Subsequent plates are butted to each other. Fine grade asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum 12- inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or equivalent slurry that is satisfactory to the City and/or Caltrans.

The Contractor shall be responsible for maintenance of the steel plates, shoring and asphalt concrete ramps.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading).

Trench Width	Minimum Plate Thickness
10"	1/2"
1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 1/4"

For spans greater the 5'-3" a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right-of-way whether used in or out of the travel way shall be without deformation. Steel plates shall be non-skid. Advanced signs shall be required for steel plates within traveled ways (Type P per the Watch Manual or a Rough Road sing (W33) per Caltrans requirements).

SECTION 9 - MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

Add the following subsections:

9-1.2.1 Payment for Labor and Materials.

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

9-1.2.2 Measurement and Payment

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. 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, 5 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition, 125% of the amount of unreleased "STOP" Notices will be withheld.

Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice 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 as shown in Appendix VII.

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

Payment for MOBILIZATION shall be on a lump sum basis and progress payments shall be pro-rated as a percentage of the overall progress of work. Payment for MOBILIZATION shall include all items listed in Section 9-3.4 of these Specifications.

Add the following sections:

9-3.5 Noncompliance with Plans and Specifications.

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

9-4 CLAIMS.

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

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

It is the intention of this subsection that differences between the parties arising under and by virtue

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Add the following:

Untreated base for pavement, curb, gutter, cross gutters, bus pads, hardscape and other improvements shall be Crushed Miscellaneous Base conforming to 200-2.4.

Crushed rock base for pathways shall be ASTM No. 57 aggregate.

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General. Add the following:

Asphalt concrete shall be Type Class B-PG-64-10 for the base courses and C2-PG-64-10 for surface courses. For leveling courses of 1-inch thick or greater, asphalt concrete shall be Type Class C2-PG-64-10. For leveling courses between 0.75 inches to 0.99 inches thick, asphalt concrete shall be Type Class D2-PG-64-10.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT

Add the following subsections:

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking

210-1.6.1. General. Add the following:

All permanent striping and pavement markings shall be hot applied alkyd thermoplastic in accordance with the provisions of Section 84-2.02 of the Caltrans Standard Specifications.

210-1.6.2. Thermoplastic Paint, State Specifications. Replace the entire subsection with the following:

Thermoplastic traffic stripes and pavement markings shall conform to the provisions of Section 84 of the Caltrans Standard Specifications. Contractor shall paint a solid black stripe between all double thermoplastic striping.

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS.

Add the following:

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

212-1.1 Topsoil.

212-1.1.1 General. Add the following:

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

212-1.2 Soil Fertilizing and Conditioning Materials

212-1.2.3 Commercial Fertilizer. Add the following:

Commercial Fertilizer shall be 12-12-12 (N-P-K.) Slow release tablets, if used, shall be 12-12-12 (N-P-K).

212-1.2.4 Organic Soil Amendment. Add the following:

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

212-1.2.5 Mulch. Add the following:

Bark mulch shall be shredded cedar, pine, or fir bark or equal commercial product. Typical mulch size shall be three inches by one-half inch (3" x ½"). Submit two (2) samples to the Engineer for approval prior to installation. The material shall be free of seeds, debris, and deleterious materials, and shall have a rich brown color when supplied.

212-1.4 Plants.

212-1.4.1 General. Add the following:

All plants furnished by the Contractor shall be true to type or name as shown on the Plans and shall be tagged in accordance with the standard practice recommended by the Agricultural Code of the State of California; however, determination of plant species or variety shall be made by the Engineer, whose decision shall be final.

All plants shall have been grown in nurseries that have been inspected by the governing authorities. Inspection of plant materials required by City, County, State, or Federal authorities shall be the responsibility of the Contractor, and it shall have secured permits or certificates prior to delivery of plants to site. Certificates of inspection shall be filed with the Engineer.

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

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

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

The Contractor shall notify the Engineer forty-eight (48) hours before the delivery of plant material, so the plants can be inspected prior to planting.

The Contractor is responsible to coordinate contract growing any plant material that is not readily available at local nurseries. The Contractor shall research the availability of every plant at the beginning of the project to allow sufficient time to contract grow plant material for installation without delays. Contract grown plant material shall be grown to the size indicated on the plans and delivered to the site in a healthy and vigorous condition.

212-2 IRRIGATION SYSTEM MATERIALS

212-2.1 Pipe and Fittings

212-2.1.1 General

Replace the entire subsection with the following:

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

Add the following subsection:

212-2.4 Sprinkler Equipment. Add to the following:

The full-circle, part-circle or rectangular spray nozzles shall be capable of meeting the requirements for the area or radius shown on the Plans. The pop-up sprinklers shall be Toro, Series 640 or approved equal. Spray plastic nozzles shall be Toro, Series 570 Stream Spray Nozzles or approved equal. Bubbler heads shall be Toro, Series 570 Flood Bubbler Nozzles or approved equal.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS

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

85-1.05 Reflective Pavement Markers

85-1.055 Adhesives. Add the following:

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement, instead of the Rapid Set Type or Standard Set Type adhesive specified in Section 85-1.06 of the Caltrans Standard Specifications. The bituminous adhesive material, if used, shall conform to the following:

ASTM Test Specification	Method	Requirement
Flash Point, COC °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Viscosity, 400° F	D 2196	3,000-7,500 cP
Penetration, 100g 5 sec., 77° F	D 5	10-20 dmm
Filler Content, % by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	50-75

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.3 Removal and Disposal of Materials.

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

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, asphalt and PCC concrete pavements and sidewalks (including base, where applicable), and miscellaneous items as shown on the Plans. The Contractor shall conform to the following requirements:

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

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

The limits for sidewalk curb and gutter and driveway shown on the plans are approximate. The actual removal and/or construction limits shall be as marked and/or directed by the Engineer in the field.

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

300-1.3.2 Requirements.

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

Bituminous pavement shall be removed to neatly sawed edges.

Add subparagraphs (d), (e), (f) and (g):

- d. **Trees.** The City maintains a tree conservation policy. Unless otherwise shown, all trees are to be protected in place. Demolition and destruction of trees and tree parts, including trunks, branches and foliage, shall be limited to tree removals as shown on the Plans.

Root pruning and removals shall be limited to the minimum required to construct new improvements where trees are to be conserved.

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

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

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

The Contractor shall conform to the following requirements:

1. The cutting down or removal of trees is prohibited after the prescribed working hours unless permission is granted by the Engineer.
 2. All debris from pruning or removing a tree shall be cleaned up and hauled away from the Work site on the same day that the tree is cut or pruned. Firewood-size logs may be left neatly piled for residents to pick up for no longer than three (3) days.
 3. All holes created from removal of tree stumps shall be backfilled and graded to finish level by the end of the workday.
 4. Sprinkler systems disrupted by the Contractor shall be capped or restored by the end of the workday. Capped systems shall be restored to original working condition within three (3) days.
- e. **Removal and Disposal/Relocation of Stones.** Various pathways are lined with stones to be removed and disposed of or returned to the City as shown on the plans. Flagstones in main pathway shall be carefully removed and relocated to be used in the project as shown on plans.

Flagstones not used shall be returned to City. Salvaged stone shall be stockpiled at City's Bishop Basin at Torrance Blvd. and Palos Verdes Blvd.

Add the following subsection:

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

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

RECYCLING SUMMARY

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

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

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

PAYMENT

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

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

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

- a. **Bituminous Pavement.** Payment for the removal and disposal of bituminous pavement for construction of pathways, and curb ramp slot patches shall be considered as included in the Contract Unit Price for the appurtenant items of work, and shall include sawcutting, removal of underlying subgrade and base to meet ADA compliant grade, disposal, subgrade preparation and compaction, labor and equipment.
- b. **Concrete Curb, Walk, Gutters and Driveways.** Payment for removal and disposal of concrete curb, curb and gutter, sidewalk, curb ramps, pathways and driveways shall be included in the Contract Unit Price for the appurtenant items of work. Removals shall include sawcutting, complete removal of underlying subgrade and base to meet specified ADA compliant grade, subgrade preparation and compaction, disposal, and all labor and equipment necessary to complete the required removal.
- c. **Trees.** Payment for tree removals and disposal shall be per the Contract Unit Price for REMOVE EXISTING TREE and shall include all work involved in tagging, cutting and

complete removal of trunks, branches, stumps and roots; hauling, disposal, and landscape restoration of removal areas; and other appurtenant work.

- d. **Painted Curb.** There is no separate payment for removal of paint on concrete curb. Full compensation for furnishing all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions shall be included in the contract unit price for traffic striping, markings and pavement markers.

- e. **Removal and Disposal/Relocation of Stones.** Payment for original stone border removal and disposal, shall be per the contract unit price for REMOVE AND DISPOSE OF ORIGINAL STONE BORDERS WHERE SHOWN, and shall include full compensation for excavation, backfilling, grading, trimming plants, import if required, placing of top soil, disposing of surplus material and appurtenant work . Payment for carefully removing and relocating flagstone in the central park path shown on plans shall be included in the Contract Unit Price for REMOVE AND PROTECT FLAGSTONE. SET SALVAGED ORIGINAL FLAGSTONES WITHIN 1.5' OF NORTH AND SOUTH EDGE OF NEW PCC PATH and shall include full compensation for carefully removing flagstones, and relocation until the new pathway is prepared to re-set the flagstones.

Full compensation for any necessary clearing and grubbing not listed, and required to perform the construction operations specified shall be included in the Bid price for other items of work and no additional compensation will be allowed therefore.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2 Unsuitable Material.

300-2.2.1 General. Replace the first paragraph with the following:

Unclassified excavation shall consist of all excavation, including roadway, bituminous pavement, base material, and native material.

Removal of Bituminous Pavement

Bituminous pavement shall be removed to neatly sawed edges. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before permanent to ensure that all areas to be paved are accessible to the rollers used to compact the sub grade or paving materials. Removal at flow line areas shall include restoring pavement surface to flow line grade based on surrounding conditions.

The Contractor shall utilize appropriate equipment to excavate to grade (i.e., milling machine).

The Contractor shall be responsible for USA DigAlert notification, locating and determining the depths of all utilities and to provide adequate clearance. No additional compensation shall be allowed for utility research.

Removal of Concrete Curb, Gutter, Sidewalks, Cross Gutters, Driveways and Access Ramps

Concrete shall be removed to neatly sawed edges. Concrete sidewalk, access ramps or driveways to be removed shall be neatly sawed in straight lines either parallel to the curb or at right

angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut would fall within 30 inches of a construction joint, functional weakened plane joint, expansion joint or edge, the concrete shall be removed to the joint or edge. In any case, the saw cut shall be made in and along a score mark if within the 30-inch zone. Curb and gutter shall be sawed to a depth of 1.5 inches on a neat line at right angles to the curb face.

Removal of all PCC items shall be paid under their respective bid items, and no additional payment shall be made therefor.

Removal of all AC items shall be paid under their respective bid items, and no additional payment shall be made therefor.

Removal of all other work shall be included as an incidental cost to their respective bid items, and no additional payment shall be made therefor.

If unsuitable material is found, the Contractor shall remove said material to the limits to be determined by the Engineer and shall replace said material with select fill or base material, as to be determined by the Engineer. Payment for removal and replacement shall be paid for per the Contract Unit Price for various bid items.

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

301-2 UNTREATED BASE.

301-2.1 General. Add the following:

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

A minimum of 8-inches CMB shall be placed under curb, and curb and gutter. A minimum of 4-inches CMB shall be placed under sidewalks and access ramps. A minimum of 4- inches of CAB shall be placed under park pathways.

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

Payment for construction of CMB under curb, curb and gutter, sidewalks, and access ramps shall be considered as included in the unit price bid for the item of work and no additional compensation will be allowed therefore.

Payment for construction of CAB under PCC parkway paths shall be included in the bid item of the unit price for the item of work and shall include compensation for mobilization, excavation and disposal of base soil to provide the depth for the CAB, and providing and installing the CAB as needed, and no additional compensation will be allowed therefore.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements.

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

Concrete curbs, gutters, curb and gutters, sidewalks, walks, and access ramps, shall be constructed of Portland cement concrete of the class, compressive strength and other requirements prescribed in 201-1.

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

Unless otherwise specified on the Plans, and except as otherwise prescribed in 303-5.1.3 under the heading "Driveway Entrances," the minimum thickness of walks shall be 3-1/2 inches.

303-5.5. Finishing

303-5.5.2 Curb Add the following:

Unless otherwise approved by the Engineer, the entire affected concrete curb, gutter, cross-gutter, or spandrel portion shall be removed by saw cutting the adjacent AC pavement one (1) foot from the edge of the affected area to be removed. Where applicable, the contractor shall reconstruct this one (1) foot wide section with a 2-inch thick section of AC pavement (C2-PG-64-10) on a 4-inch thick section of 1-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be saw cut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base.

303-5.5.5. Alley Intersections, Access Ramps and Driveways. Add the following:

For concrete curb and gutter construction adjacent to areas where adjacent AC pavement will remain in place and unless otherwise approved by the Engineer, the entire affected curb and gutter portion shall be removed by saw cutting the adjacent AC pavement one (1) foot from the edge of the PCC gutter. Where applicable, the contractor shall reconstruct this one (1) foot wide section with a 2-inch thick section of AC pavement (C2-PG64-10) on a 6-inch thick section of Class 100-E-100 concrete slurry mix on an 8-inch thick section of untreated base. If the affected curb and gutter is located in a spandrel, the spandrel shall be saw cut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base. No extra payment will be allowed for the PCC spandrel construction. For concrete curb or curb and gutter construction adjacent to areas of pavement reconstruction, the entire affected concrete curb or curb and gutter shall be removed by saw cutting the adjacent AC pavement from a minimum of six (6) inches to a maximum of one (1) foot from the edge of affected areas to be removed. The Contractor shall restore this section with 2-inch thick section of temporary AC pavement over select fill on 8-inch Crushed Miscellaneous Base so it is flush with adjacent pavement.

PCC Access Ramps shall be constructed at locations shown on the Plans and per SPPWC Standard Plan No. 111-4, included in Appendices, as directed by the Engineer. All ramps are to

be located in the midpoint of curb return unless otherwise approved by the Engineer. The Contractor shall be responsible to establish elevations and grades as required, to conform to all legal requirements.

Access ramps constructed in existing curb returns may obliterate survey tie points. The Contractor shall give a minimum of three (3) work days advance notice of each location to the Engineer prior to removals so the Engineer may address and/or direct re-establishment of the existing survey tie points.

Detectable Warning Surface. Access ramps shall have a single piece prefabricated detectable warning surface with dimensions of 36-inches (perpendicular to curb) by 48-inches wide (along curb) installed in accordance with the SPPWC Standard Plan No. 111-4 and comply with the requirements of the Americans with Disabilities Act (ADA). Detectable warnings shall consist of raised truncated domes with a base diameter of nominal 0.9 inches, a top diameter of nominal 0.45 inches, a height of nominal 0.20 inches and a center-to-center spacing of nominal 2.35 inches. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline.

The detectable warning surface shall be a Cast-In-Place Replaceable Tactile Warning Surface Tile. The color of the detectable warning surface shall be Dark Gray (Federal Color No. 36118) or as approved by the Engineer prior to installation. The detectable warning system is to be manufactured with materials that are fully recyclable. The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions. The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience or attachment. The warranty period shall begin on the date of acceptance of the Contract.

303-5.7 Repairs and Replacements. Add the following:

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

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

Payment for concrete curb and curb and gutter (excluding integral curb and curb/gutter associated with driveways, alley intersections and cross-gutters) shall include removal and disposal, all joints and keyways, Base, adjacent 1' AC pavement reconstruction, protection of existing trees, parkway restoration, repainting of addresses on curb faces where painted addresses have been removed due to new curb construction and repainting of red curb (top and face) where red curb has been removed due to new curb construction and shall be per the Contract Unit Price per linear foot.

Payment for curb and curb gutter transitions to match existing and mountable curbs at connection points will be measured and paid for as the standard curb or curb and gutter adjacent to the transitions.

Payment for PCC sidewalks shall include removal of concrete, and disposal, all joints as shown in standard plans and construction details and shall include protection of existing trees, surface restoration, Base and shall be per the Contract Unit Price for SAWCUT, REMOVE AND DISPOSE OF EXISTING SIDEWALK AND CONSTRUCT 3.5" PCC SIDEWALK OVER 4" CMB PER SPPWC STD PLAN NO. 113-2.

Payment for textured PCC park pathway shall include removal of AC and/or concrete and sub-grade, and disposal, all joints as shown in standard plans and construction details, stamped concrete finish and color, and shall include protection of existing trees, parkway restoration, grading, adding topsoil to level with pathway, adjustment of irrigation and restoration of adjacent landscaping and shall be per the Contract Unit Price for SAWCUT, REMOVE AND DISPOSE OF EXISTING AC PATHWAYS AND UNCLASSIFIED MATERIALS TO A DEPTH OF 7.5", AND CONSTRUCT 3.5" OR 4" TEXTURED PCC PATHWAYS OVER 4" CLEAN #57 GRAVEL.

Payment for patterned PCC parkway edging shall include removal of AC and/or concrete and sub-grade, and disposal, all joints as shown in standard plans and construction details, stamped concrete finish and color, and shall include protection of existing trees, surface restoration and shall be per the Contract Unit Price for CONSTRUCT 12" WIDE PATTERNED PCC BORDER TO MATCH EXISTING.

Payment for brushed and textured finish PCC park driveway shall include removal of AC, PCC and/or subgrade, and disposal, all joints as shown in standard plans and construction details, and shall include protection of existing trees, surface restoration, and shall be per the Contract Unit price for SAWCUT, REMOVE AND DISPOSE OF EXISTING AC, PCC PATHWAYS AND SUBGRADE, AND CONSTRUCT 4" BROOM FINISH or TEXTURE PCC DRIVEWAY OVER 4" CLEAN #57 GRAVEL.

Payment for access ramps and access ramps with integral retaining curb shall be per the Contract Unit Price of REMOVE EXISTING RAMP AND ADJACENT IMPROVEMENTS, AND CONSTRUCT PCC ADA RAMP AND VARIABLE HEIGHT CURB OVER 8" CMB PER SPPWC STD PLAN 111-5, CASE AND TYPE PER PLAN INCLUDING INSTALLATION OF REMOVEABLE CAST IN PLACE DETECTABLE WARNING DEVICE and shall include removal and disposal, all joints and keyways, Base, protection of existing trees, integral removable cast in place detectable warning devices, and surface restoration.

Payment for spandrel with integral curb and gutter shall be per the Contract Unit Price of REMOVE AND DISPOSE OF EXISTING SPANDREL AND RECONSTRUCT PER SPPWC STD PLAN 122-2 OVER 8" CMB, INCLUDING RESTORATION OF ADJACENT 1-FOOT WIDE AC PAVEMENT and shall include removal and disposal, all joints and keyways, Base, adjacent 1' AC pavement reconstruction, protection of existing trees, surface restoration, and repainting of red curb (top and face) where red curb has been removed due to new curb construction.

Payment for setting original flagstones within 1.5' of edge of new walkways shall be per contract unit price for REMOVE AND SET SALVAGED ORIGINAL FLAGSTONES WITHIN 1.5' OF NORTH AND SOUTH EDGE OF NEW PCC PATH and shall include all tools, materials, labor, equipment, water and incidentals to complete this work, in accordance with the Plans and Special Provisions, to place flagstone along edge of PCC pathway, and no additional compensation shall be made therefore.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2 EARTHWORK AND TOPSOIL PLACEMENT.

308-2.1 General. Add the following:

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

Surface drainage shall be provided by modeling the surfaces to facilitate the natural run-off of water. Low spots and pockets shall be filled with topsoil and graded to drain properly.

308-2.2 Trench Excavation and Backfill.

Subparagraph b) is amended as follows:

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

Subparagraph c) is amended as follows:

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

308-2.3 Topsoil Preparation and Conditioning

308-2.3.1 General. Substitute Class A with Class C in the first sentence of the first paragraph.

Add the following:

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

Mowing and spraying operations shall be performed in all areas throughout the limits of the landscape portion of the Work. The sequence of operations shall be determined by the Engineer. Before applying any chemical spray material, the Contractor shall obtain from the Engineer written approval of the material to be used, the rate, and method of application.

Stolon-type grasses and weeds shall be killed by spraying with an approved weed control chemical. Other weeds shall be mowed as close to the ground as possible. Such weeds or grasses shall be removed by grubbing prior to cultivating.

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

The Contractor shall immediately remove and dispose of mowed weed growth and all other debris generated by clearing and grubbing when so directed by the Engineer.

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

The conditioning material per 1000 square feet shall be:

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

c. Fifteen (15) lbs. soil sulfur.

The Contractor shall apply post-plant fertilizer at the rate of twenty pounds (20 lbs.) per 1,000 sq. ft., thirty (30) days after planting and once again at the end of the post-construction maintenance period.

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

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

308-4 PLANTING

308-4.1. General. Add the following:

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

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

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

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

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

The Contractor shall remove all lateral growth that is not acceptable and/or shape all plants to the satisfaction of the Engineer.

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

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

No boxed, balled or canned plants shall be planted if the ball is broken or cracked, whether before or during the process of planting. Any plant transplanted by the Contractor that dies or has bark,

branch or die-back injury shall be replaced at the Contractor's expense with an equal plant to the satisfaction of the Engineer.

Before plants are transported to the planting area, they shall be properly pruned or cut back to reduce damage by wind and to force lateral growth.

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

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

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

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

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

All planting holes shall be backfilled with a prepared soil mix conforming to the following requirements:

- 4 parts by volume nitrogen-stabilized organic amendment
- 6 parts by volume on-site soil*
- 1 lb. 12-12-12 commercial fertilizer per cubic yard of mix
- 2 lbs. iron sulfate per cubic yard of mix

*from area(s) approved by Engineer

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

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

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

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

Except for street trees, construct a berm 4" above finish grade, extending 4" to 6" beyond edge of root ball, forming a watering basin with a level bottom around each plant. After a minimum of 2 days soaking and the regular irrigation system is operating, the berm area shall be smoothed to finish grade.

308-4.8 Lawn Planting

308-4.8.2 Seed. Add the following to Method B.

Prior to the application of hydro-mulch, the fine grading of all lawn areas shall be inspected and approved by the Engineer. Seedbeds shall be treated with 5% Dieldrin in granular form at the rate of 3 1/2 pounds per 1000 square feet and lightly watered. After 24 hours (minimum) have elapsed, the seedbeds shall be prewetted prior to hydroseeding and shall be kept continually moist after hydroseeding.

All equipment used to apply hydromulch shall be subject to the approval of the Engineer. The equipment shall have a built-in agitation system and operating capacity sufficient to agitate, suspend and homogeneously mix a slurry containing not less than 40 lbs. of fiber mulch plus a combined total of 7 lbs. fertilizer solids for each 100 gallons of water.

Hydraulic spray nozzles shall provide a continuous non-fluctuating discharge. The slurry tank shall have a minimum capacity of 1,500 gallons and shall be mounted on a traveling unit, either self-propelled or drawn by a separate unit, which will place the slurry tank and spray nozzle within sufficient proximity to the areas to be seeded.

The slurry preparation shall take place at the site of Work and shall begin by adding water to the tank when the engine is at half throttle. When the water level has reached the height of the agitator shaft, good re-circulation shall be established and at this time the seed shall be added. Fertilizer shall then be added to the mixture after the seed and when the tank is at least one-third filled with water.

The engine throttle shall be opened to full speed when the tank is half filled with water. All the wood pulp mulch shall be added by the time the tank is two-thirds to three-fourths full. Spraying shall commence immediately when the tank is full.

Spray the area with a uniform visible coat using the dark color of the cellulose fiber or organic amendment as a visual guide. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. It is important to ensure that all of the components enter and mix with the soil.

All slurry mixture which has not been applied within four (4) hours after mixing shall be rejected and removed from the Work at the Contractor's expense.

Special care shall be exercised by the Contractor to prevent any of the slurry from being spilled or sprayed anywhere except onto areas to be hydroseeded. Any spillage or overspray immediately shall be removed by and at the expense of the Contractor to the satisfaction of the Engineer.

Seed shall be applied at a minimum rate of five (5) pounds per 1000 square feet.

If complete and full germination is not obtained within 14 days, the Contractor shall hand seed with the same seed mixture and top dress with nitrohumous and redwood soil amendment all areas designated by the Engineer.

Add the following subsections:

308-4.10 Parkway Trees

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

The Contractor shall be required to provide a Consulting Arborist (CA) to review and guide its operations that may impact trees to remain. The CA shall be required to be a member of the American Society of Consulting Arborists (310-947-0483) unless otherwise approved by the Engineer.

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

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

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

308-4.10.2 Conservation Methods. Manual operations shall be employed for the removal of sod and soil to establish a finished grade within 4 feet of existing trees to remain. Air extraction tools shall be used for removal of soil and base material from around roots.

Tree root systems must remain adequate to withstand heavy windstorms.

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

driplines of street trees.

308-4.11. Payment.

Payment for providing prepared topsoil, furnishing and planting sod shall be included in the contract unit price for REMOVE AND DISPOSE OF EXISTING AC PATHWAYS, AND INSTALL TOPSOIL, SOD AND IRRIGATION TO NEW PATHWAY EDGE and no additional compensation will be allowed therefore.

308-5 IRRIGATION SYSTEM INSTALLATION

308-5.1 General. Add to the last paragraph:

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

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

The Contractor shall verify the water pressure available at the site before installation of the irrigation system to make sure there is adequate pressure to properly operate the irrigation heads and valves. If the pressure provided at Work site or any other Work condition will create problems that will prevent proper operation of the irrigation system, the Engineer shall be notified before commencement of any work. Minor additions and adjustments of heads, piping, and circuits shall be made at no additional cost to the CITY where it is necessary to make the irrigation system operate properly.

308-5.2 Irrigation Pipeline Installation

308-5.2.1 General. Add the following:

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

Trench excavation for pipelines shall be made on the alignments shown on the Plans. Unless otherwise shown, lateral water lines shall have a minimum cover of twelve inches (12") of soil. Main water lines shall have a minimum cover of 36" of soil.

Irrigation pipe shall be installed in conformance with 308-5.2.3. Pipe flushing and pressure testing shall conform to 308-5.6.

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

Bedding material for irrigation piping shall be sand conforming to the requirements of 200-1.5.3 (minimum SE of 70) and 200-1.5.5.

Backfill material placed in the pipe trenches and immediately over electrical wiring shall be select material free from stones or other material that might damage the pipe or insulation on the conductors.

Backfill of irrigation pipe shall conform to 308-2.2.

Densification of bedding material shall be per 306-1.3.3.

All trenches shall be compacted to the same compaction as the adjoining area and finished flush with adjoining grades.

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

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

308-5.4 Sprinkler Head Installation and Adjustment

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

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

Add the following:

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

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

308-5.9 Payment. Payment for adjustment or restoration of the existing irrigation system shall be included in the various bid items to which irrigation repair is appurtenant. There shall be no separate payment for furnishing and installing pipe, fittings, valves, controllers, enclosures, special equipment, and electrical work.

Payment for installing new irrigation to meet new pavement edge shall be paid at the Contract Unit Price for REMOVE AND DISPOSE OF EXISTING AC PATHWAYS, AND INSTALL TOPSOIL, SOD AND IRRIGATION TO NEW PATHWAY EDGE and shall include pavement removal and disposal, furnishing and installing pipe, fittings, valves, and restoring topsoil and landscaping as shown on plans.

308-6 MAINTENANCE AND PLANT ESTABLISHMENT

Replace the entire subsection with the following:

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

Should the Establishment and Maintenance Period be extended beyond the prescribed 60 calendar days because of rejection by the Engineer for whatever reason, the entire installation shall remain the responsibility of the Contractor unless otherwise determined by the Engineer. Any rejected material shall be replaced and the 60 calendar day Establishment and Maintenance Period shall be restarted from that time for the replaced material only.

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

One month after planting, fertilize plants with 12-12-12 (N-P-K) commercial fertilizer at the rate of 3 level tablespoons per 5-gallon plant basin. The Engineer may require additional fertilization at each monthly interval.

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

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

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

308-7 PAYMENT.

Replace the entire subsection with the following:

Payment for Irrigation, and Plant Establishment and Maintenance Period shall be included in the various bid items for which landscape restoration is appurtenant and shall include full compensation for all tools, materials, labor, equipment, water and incidentals to complete this work in accordance with the Plans and Special Provisions, and include full compensation to restore the landscaping and irrigation systems (as detailed in this Section, including prepared topsoil) complete in place.

Add the following section:

308-9 GUARANTEE.

The irrigation system shall be guaranteed against defects in material and workmanship for a period of 1 year from the date of acceptance of the work. The Contractor shall furnish a faithful performance bond in the amount specified in the Contract Documents to cover the guarantee.

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

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

Maintenance shall be done by qualified and experienced irrigation pipefitters.

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

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

Any plant material found to be dead, missing, or in poor condition during the post-construction maintenance period, shall be replaced immediately at the Contractor's expense. The Engineer and Parks and Recreation Director shall be the sole judge as to the condition of the material. Replacement shall be made to the same specifications required for the original plantings.

During the guarantee period, should the Contractor fail to expeditiously replace dead plant material upon written notification by the Engineer, the City shall cause the work to be corrected and bill the actual costs incurred to the Contractor.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Add the following:

The Contractor shall paint red curb markings as shown on the plans. When street addresses painted on curb faces have been eliminated due to work associated with this contract, each street address shall be restored by painting on the face of new curb. Background shall be white in color and address numbers shall be black in color and 4 inches in height. Existing paint markings on curbs shall be removed prior to applying the new paint markings.

Add Sections 84-1 and 84-2 of the Caltrans Standard Specifications.

Delete the entire subsection 314 and replace with Sections 84-1 and 84-2 of the Caltrans Standard Specifications.

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

This work shall consist of applying thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications and Special Provisions.

The thermoplastic material shall conform to the provisions of 84-2.02 of the Caltrans Standard Specifications.

84-3.07 Payment.

Replace with the following:

Payment for traffic striping, pavement marking, and curb markings shall be included in related work and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, necessary to complete the Work.

All costs for establishing alignment of traffic stripes, pavement markings, layout, temporary pavement painting, and sandblasting of existing lines and markings shall be included and no extra costs will be allowed.

85-1.06 Placement. Add the following:

The solid 4" white lines at intersections shall have a marker installed at each end. These markers shall be placed on the line.

Markers shall not be installed on bike lane striping.

85-1.09 Payment. There shall be no separate payment for pavement markers. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing pavement markings, complete in place, including adhesives and establishing alignment for pavement markers, as shown on the Plans, and specified in these Special Provisions shall be included in the Contract Unit Price for traffic striping and pavement markers as described in Section 84-2.06 of these Special Provisions.

SECTION F FEDERAL WAGE RATES FOR LOS ANGELES COUNTY

Construction of this project will be financed, in part, with Community Development Block Grant Funds. Accordingly, the successful Contractor shall refer to and compensate its employees at the minimum federal wage rates. In July 2009, a new Office Bulletin (DLA-OB 09-03 - Using the Internet for Federal Wage Rates) was posted on the State's Local Assistance "Publications" website at <http://www.dot.ca.gov/hq/LocalPrograms/public.htm>

During the advertising period, the applicable federal wage rates no longer need to be physically included in the advertising package for local agency Federal-aid contracts. However if not physically included in the advertising package, the applicable federal wage rates must be referenced with an Internet Website address where they can be found.

The City of Torrance hereby notifies prospective bidders that the applicable federal wage rates for this project can be found at <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>

Any revisions to the applicable federal wage rates, up to 10 days before bid opening, shall be identified by the issuance of an addendum with the corresponding Internet Website address of where the revisions can be found.

Impacts:

This Office Bulletin supersedes Chapter 12, Section 12.9 (Federal Wage Rates), Exhibit 12-D (PS&E Checklist), and Exhibit 12-E (PS&E Checklist Instructions) of the Local Assistance Procedures Manual.

APPENDIX I

CITY OF TORRANCE PERMIT AND BUSINESS LICENSE



City of Torrance, Community Development Department
Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

OWNER/APPLICANT INFORMATION

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

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

Underground Service Alert
 Call 1-800/227-2600

USA I.D.#: _____

CONTRACTOR INFORMATION ON FILE

State License #: _____

Class: _____ Exp. Date: _____

City Business#: _____

Workers Comp. #: _____

Exp. Date: _____

JOB LOCATION/ADDRESS

(or closest street address)

Please list cross streets: _____

DESCRIPTION OF WORK

Lin/Ft Trench _____	Width of Trench _____	Lin/Ft Curb & Gutter _____
Lin/Ft Bore _____	Sewer Connection _____	Number of Curb Drains _____
Sq/Ft Asphalt _____	Sq/Ft Concrete _____	Sq/Ft Dirt _____

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

Applicant or Authorized Signature: _____

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

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

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

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

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

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

JEFFERY W. GIBSON
Community Development Director
City of Torrance

EFFECTIVE 8/11/03

8/11/03

**CITY OF TORRANCE
COMMUNITY DEVELOPMENT DEPARTMENT/
ENGINEERING DIVISION**

**PERMIT APPLICATION FORM
INSURANCE REQUIREMENTS**

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

1. TYPE OF INSURANCE

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

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

2. CERTIFICATES

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

3. FILING REQUIREMENTS

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

4. ADDITIONAL REQUIREMENT

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

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

FOR OFFICIAL USE ONLY
 1. LICENSE NO. _____
 2. CATEGORY NO. _____
 HOME OCCUPY? YES NO HEALTH PERMIT A/C CODE _____



City of Torrance, Revenue Division
Business License Application
 303 J Torrance Boulevard, Torrance, California 90503 • 310/618-5928

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

3. BUSINESS NAME ON SIGN _____ CITY _____ STATE _____ ZIP _____
 4. CORPORATE NAME IF DIFFERENT FROM ABOVE _____ CITY _____ STATE _____ ZIP _____

5. BUSINESS ADDRESS _____ CITY _____ STATE _____ ZIP _____
 6. BUSINESS PHONE _____ CITY _____ STATE _____ ZIP _____
 7. NATURE OF BUSINESS (state type of business being conducted at this location) _____
 8. NO. OF PERSONS WORKING AT LOCATION _____
 9. ADDRESS HOME _____ CITY _____ STATE _____ ZIP _____
 10. NAME OF PERSON MAKING APPLICATION (include at least printed or corporate client) _____ TITLE _____
 11. RESUME ADDRESS _____ CITY _____ STATE _____ ZIP _____
 12. SOCIAL SECURITY NO. _____
 13. STATE SALES TAX NO. _____
 14. DRIVER'S LICENSE NO. _____
 15. PERMITS _____
 16. SOCIAL SECURITY NO. _____
 17. STATE SALES TAX NO. _____
 18. DRIVER'S LICENSE NO. _____
 19. PERMITS _____

21. OWNERSHIP INFORMATION:
 PARTNERSHIP CORPORATION SOLE OWNERSHIP
 (Name of owner if partnership, or partners, or partners)
 NAME _____ HOME ADDRESS _____ PHONE NUMBER _____
 NAME _____ HOME ADDRESS _____ PHONE NUMBER _____
 NAME _____ HOME ADDRESS _____ PHONE NUMBER _____

I declare that I am the owner, partner, corporate officer or person with the power of attorney, and understand that the information provided above is not true from the business license being applied for may be included as defined in section 31 9.10 of the Torrance Municipal Code.
 I am duly authorized to make this application and all of the information provided in this application is true and correct. The licensee will not provide any services, goods or products which is illegal under Federal, State or Local Laws. I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE _____ DATE _____

PART II. FOR OFFICIAL USE ONLY

22. BUSINESS TYPE: YES NO OTHER (specify) _____
 23. BUSINESS TYPE: YES NO OTHER (specify) _____
 24. BUSINESS TYPE: YES NO OTHER (specify) _____
 25. BUSINESS TYPE: YES NO OTHER (specify) _____

26. BUSINESS TYPE: YES NO OTHER (specify) _____
 27. BUSINESS TYPE: YES NO OTHER (specify) _____
 28. BUSINESS TYPE: YES NO OTHER (specify) _____

29. BUSINESS TYPE: YES NO OTHER (specify) _____
 30. BUSINESS TYPE: YES NO OTHER (specify) _____

31. BUSINESS TYPE: YES NO OTHER (specify) _____
 32. BUSINESS TYPE: YES NO OTHER (specify) _____

33. BUSINESS TYPE: YES NO OTHER (specify) _____
 34. BUSINESS TYPE: YES NO OTHER (specify) _____

35. BUSINESS TYPE: YES NO OTHER (specify) _____
 36. BUSINESS TYPE: YES NO OTHER (specify) _____

37. BUSINESS TYPE: YES NO OTHER (specify) _____
 38. BUSINESS TYPE: YES NO OTHER (specify) _____

39. BUSINESS TYPE: YES NO OTHER (specify) _____
 40. BUSINESS TYPE: YES NO OTHER (specify) _____

41. BUSINESS TYPE: YES NO OTHER (specify) _____
 42. BUSINESS TYPE: YES NO OTHER (specify) _____

43. BUSINESS TYPE: YES NO OTHER (specify) _____
 44. BUSINESS TYPE: YES NO OTHER (specify) _____

45. BUSINESS TYPE: YES NO OTHER (specify) _____
 46. BUSINESS TYPE: YES NO OTHER (specify) _____

47. BUSINESS TYPE: YES NO OTHER (specify) _____
 48. BUSINESS TYPE: YES NO OTHER (specify) _____

49. BUSINESS TYPE: YES NO OTHER (specify) _____
 50. BUSINESS TYPE: YES NO OTHER (specify) _____

51. BUSINESS TYPE: YES NO OTHER (specify) _____
 52. BUSINESS TYPE: YES NO OTHER (specify) _____

53. BUSINESS TYPE: YES NO OTHER (specify) _____
 54. BUSINESS TYPE: YES NO OTHER (specify) _____

55. BUSINESS TYPE: YES NO OTHER (specify) _____
 56. BUSINESS TYPE: YES NO OTHER (specify) _____

57. BUSINESS TYPE: YES NO OTHER (specify) _____
 58. BUSINESS TYPE: YES NO OTHER (specify) _____

59. BUSINESS TYPE: YES NO OTHER (specify) _____
 60. BUSINESS TYPE: YES NO OTHER (specify) _____

61. BUSINESS TYPE: YES NO OTHER (specify) _____
 62. BUSINESS TYPE: YES NO OTHER (specify) _____

63. BUSINESS TYPE: YES NO OTHER (specify) _____
 64. BUSINESS TYPE: YES NO OTHER (specify) _____

65. BUSINESS TYPE: YES NO OTHER (specify) _____
 66. BUSINESS TYPE: YES NO OTHER (specify) _____

67. BUSINESS TYPE: YES NO OTHER (specify) _____
 68. BUSINESS TYPE: YES NO OTHER (specify) _____

69. BUSINESS TYPE: YES NO OTHER (specify) _____
 70. BUSINESS TYPE: YES NO OTHER (specify) _____

71. BUSINESS TYPE: YES NO OTHER (specify) _____
 72. BUSINESS TYPE: YES NO OTHER (specify) _____

73. BUSINESS TYPE: YES NO OTHER (specify) _____
 74. BUSINESS TYPE: YES NO OTHER (specify) _____

75. BUSINESS TYPE: YES NO OTHER (specify) _____
 76. BUSINESS TYPE: YES NO OTHER (specify) _____

77. BUSINESS TYPE: YES NO OTHER (specify) _____
 78. BUSINESS TYPE: YES NO OTHER (specify) _____

79. BUSINESS TYPE: YES NO OTHER (specify) _____
 80. BUSINESS TYPE: YES NO OTHER (specify) _____

81. BUSINESS TYPE: YES NO OTHER (specify) _____
 82. BUSINESS TYPE: YES NO OTHER (specify) _____

83. BUSINESS TYPE: YES NO OTHER (specify) _____
 84. BUSINESS TYPE: YES NO OTHER (specify) _____

85. BUSINESS TYPE: YES NO OTHER (specify) _____
 86. BUSINESS TYPE: YES NO OTHER (specify) _____

87. BUSINESS TYPE: YES NO OTHER (specify) _____
 88. BUSINESS TYPE: YES NO OTHER (specify) _____

89. BUSINESS TYPE: YES NO OTHER (specify) _____
 90. BUSINESS TYPE: YES NO OTHER (specify) _____

91. BUSINESS TYPE: YES NO OTHER (specify) _____
 92. BUSINESS TYPE: YES NO OTHER (specify) _____

93. BUSINESS TYPE: YES NO OTHER (specify) _____
 94. BUSINESS TYPE: YES NO OTHER (specify) _____

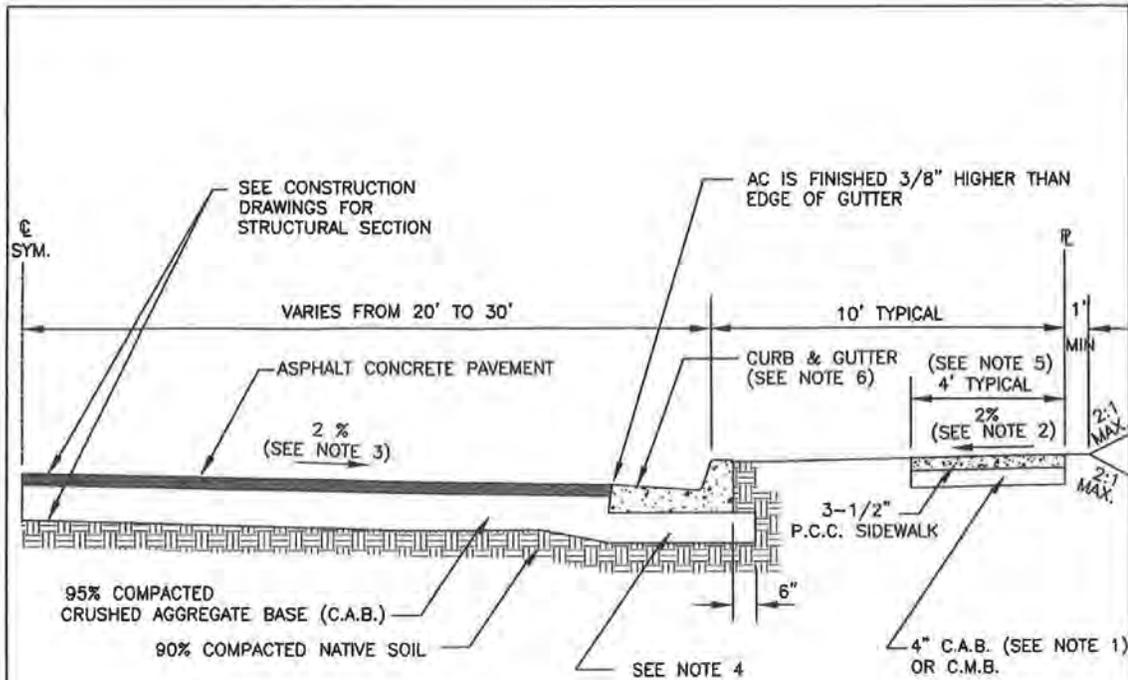
95. BUSINESS TYPE: YES NO OTHER (specify) _____
 96. BUSINESS TYPE: YES NO OTHER (specify) _____

97. BUSINESS TYPE: YES NO OTHER (specify) _____
 98. BUSINESS TYPE: YES NO OTHER (specify) _____

99. BUSINESS TYPE: YES NO OTHER (specify) _____
 100. BUSINESS TYPE: YES NO OTHER (specify) _____

APPENDIX II

CITY OF TORRANCE STANDARD PLANS

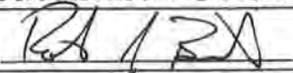


COLLECTOR

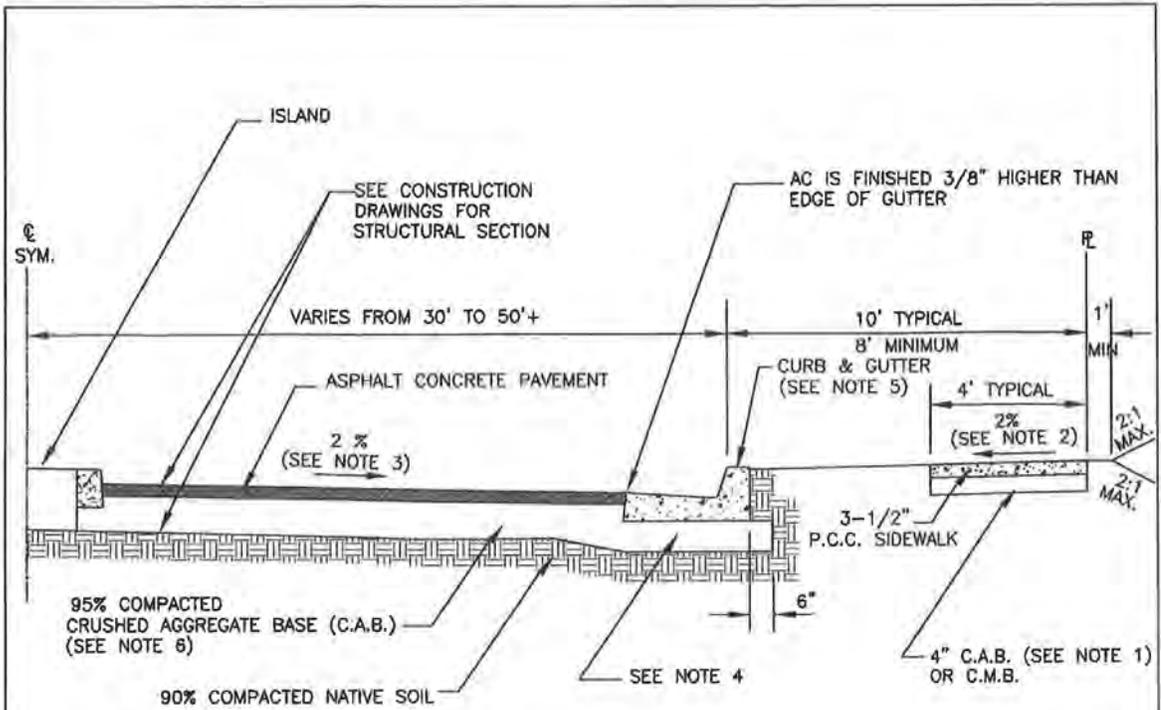
NOTES:

1. THE BASE MAY BE OMITTED UNDER SIDEWALK IF SUBGRADE IS SANDY SOIL AND WHEN AUTHORIZED BY THE PUBLIC WORKS INSPECTOR.
2. TYPICAL - MAY VARY 0.5% MIN. TO 2% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
3. TYPICAL - MAY VARY 1% MIN. TO 4.0% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
4. THICKNESS OF BASE REQUIRED UNDER CURB & GUTTER SHALL BE 8".
5. IF SIDEWALK IS ADJACENT TO CURB, SIDEWALK WIDTH SHALL BE 5' MINIMUM AND HAVE 4' CLEAR AROUND ANY OBSTRUCTION. ALSO SEE T108 AND T109.
6. CURB AND GUTTER AS PER SPPWC STANDARD 120 TYPE A2 UNLESS OTHERWISE NOTED.

CITY OF TORRANCE

DATE ISSUED	TYPICAL SECTION	STANDARD NO.
	COLLECTOR AND ARTERIAL STREET	
DEC 2012	ROBERT J. BESTE PUBLIC WORKS DIRECTOR R.C.E. NO. 50737 	T103
		SHEET 1 OF 2

TT/T103-1



MINOR AND MAJOR ARTERIAL

NOTES:

1. THE BASE MAY BE OMITTED UNDER SIDEWALK IF SUBGRADE IS SANDY SOIL AND WHEN AUTHORIZED BY THE PUBLIC WORKS INSPECTOR.
2. TYPICAL - MAY VARY 0.5% MIN. TO 2% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
3. TYPICAL - MAY VARY 1% MIN. TO 4.0% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
4. THICKNESS OF BASE REQUIRED UNDER CURB & GUTTER SHALL BE 8".
5. CURB AND GUTTER AS PER SPPWC STANDARD 120 TYPE A2 UNLESS OTHERWISE NOTED.
6. IN CLAY SOILS, EITHER LIME TREAT THE SUBGRADE OR INSTALL GEOTEXTILE MEMBRANE OVER SUBGRADE AND PLACE 12" OF CRUSHED AGGREGATE BASE ON MEMBRANE. GEOTEXTILE MEMBRANE SHALL BE NON-WOVEN AND MEET THE REQUIREMENTS FOR TYPE 250N PER GREEN BOOK SECTION 213-2 GEOSYNTHETICS- TABLE 213-2.2(A)

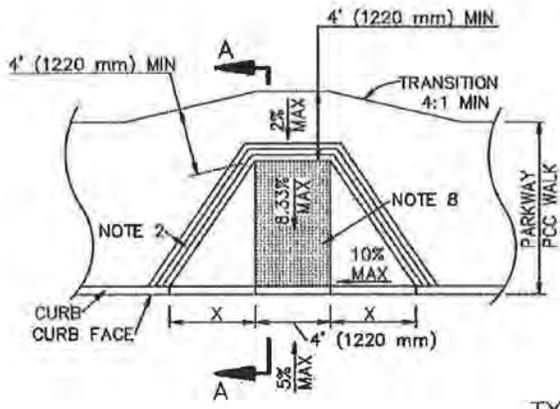
CITY OF TORRANCE

DATE ISSUED DEC 2012	TYPICAL SECTION COLLECTOR AND ARTERIAL STREET	STANDARD NO. T103
	ROBERT J. BESTE PUBLIC WORKS DIRECTOR R.C.E. NO. 50737	SHEET 2 OF 2

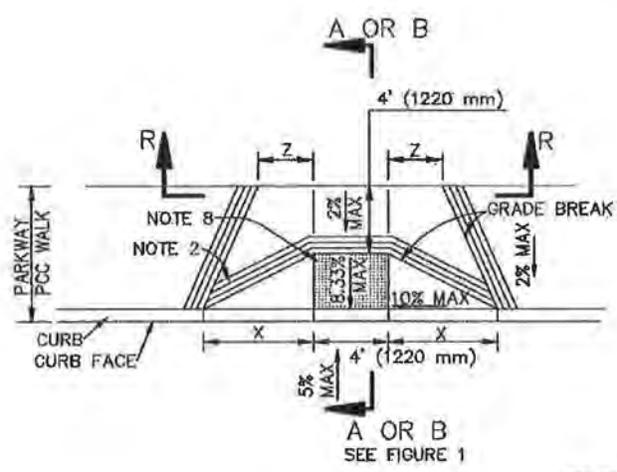
TT/T103-2

RJB / RA

APPENDIX III
SPPWC STANDARD PLANS



TYPE 1

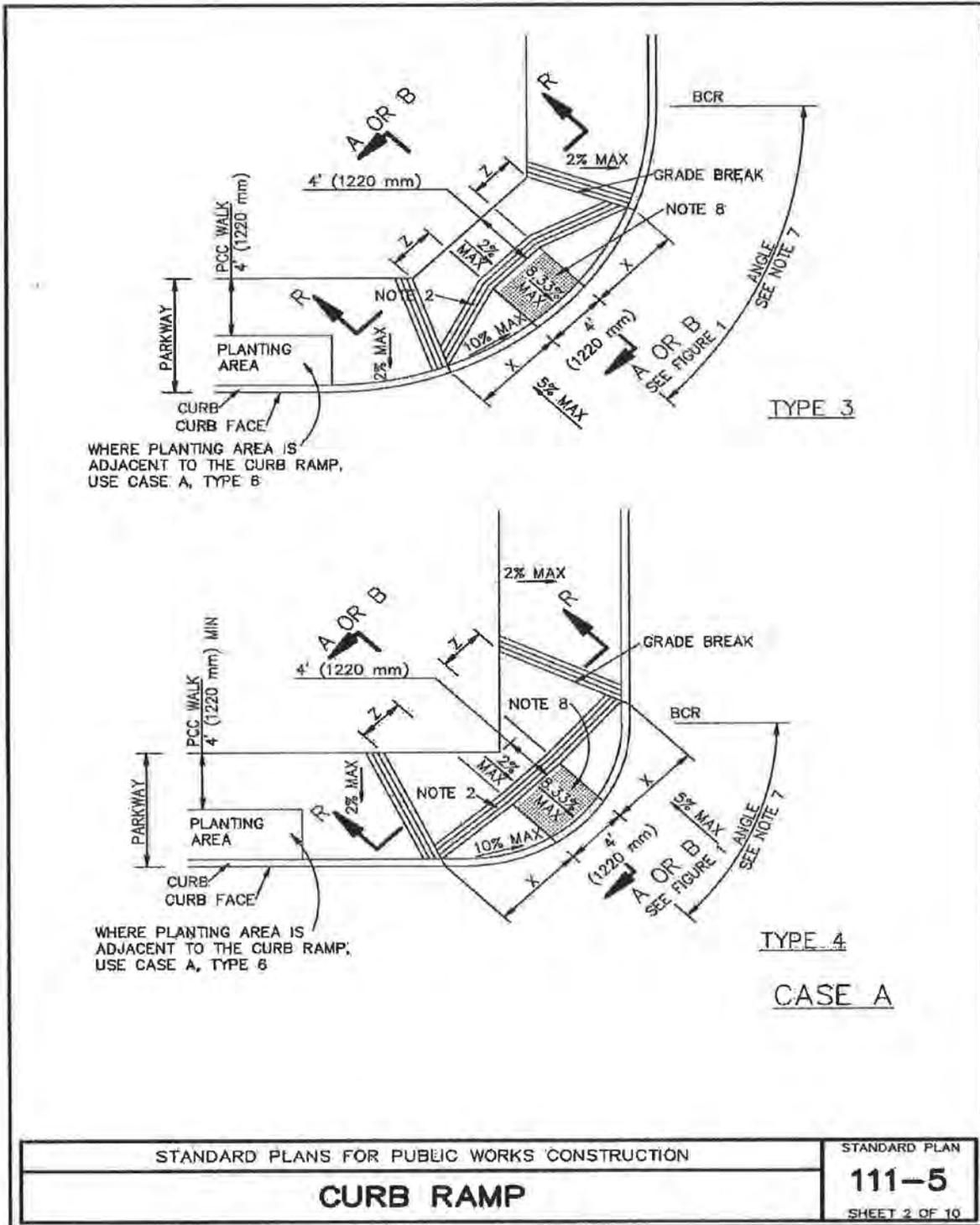


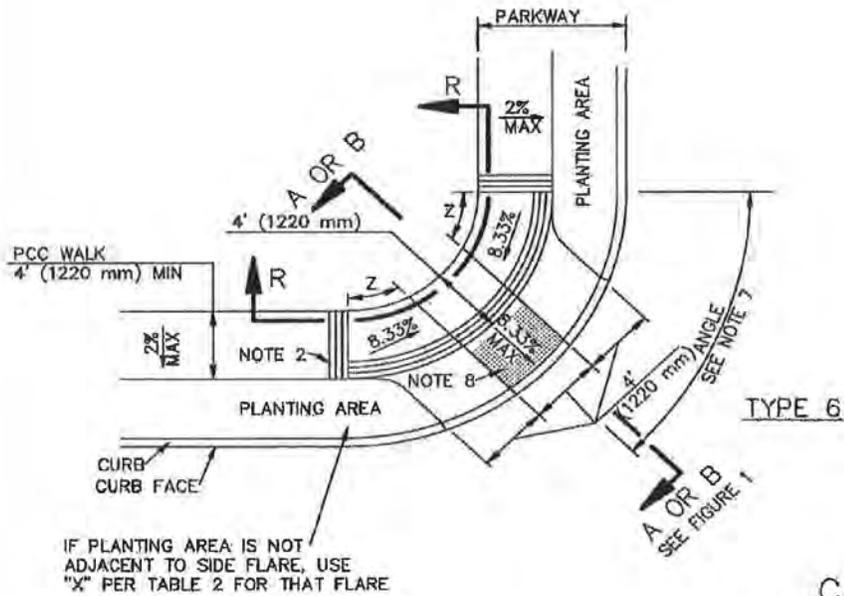
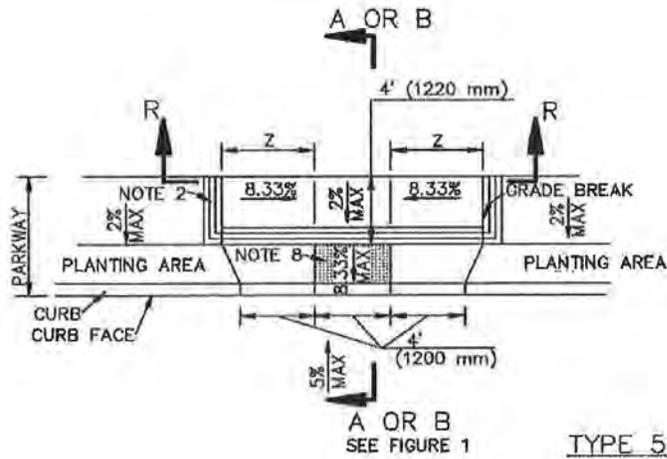
TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
<small>PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1995, 2000, 2005, 2009, 2013</small>	<h3>CURB RAMP</h3>	<small>STANDARD PLAN</small> <h2>111-5</h2> <small>SHEET 1 OF 10</small>
<small>USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION</small>		





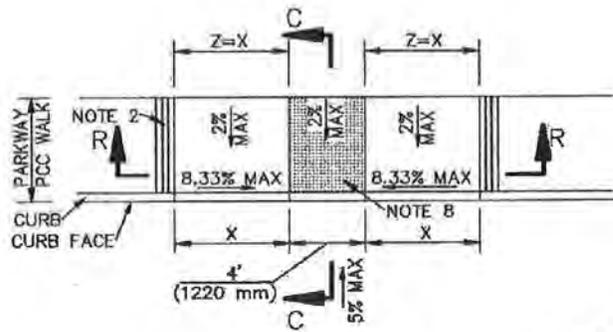
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

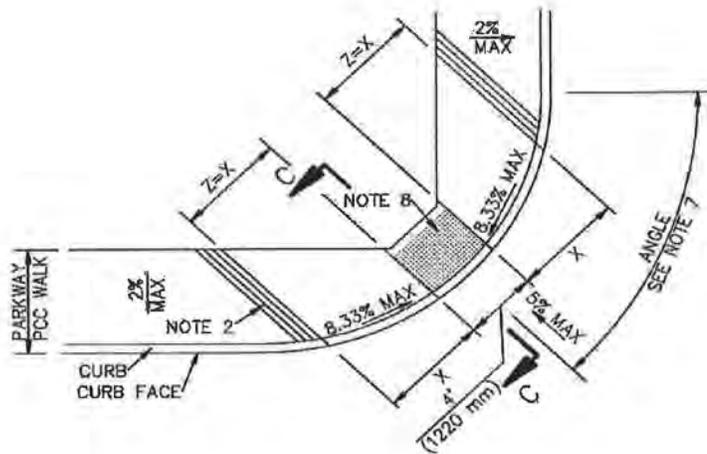
STANDARD PLAN

111-5

SHEET 3 OF 10



TYPE 1



TYPE 2

CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

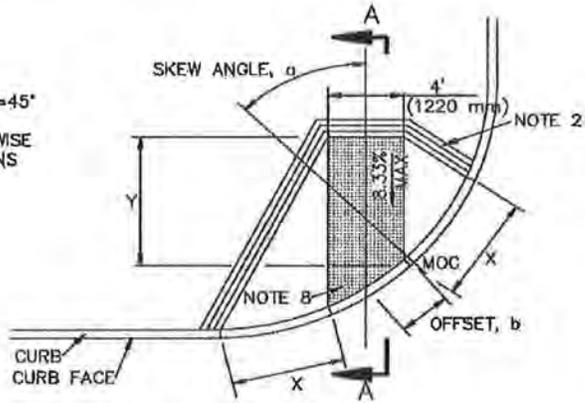
CURB RAMP

STANDARD PLAN

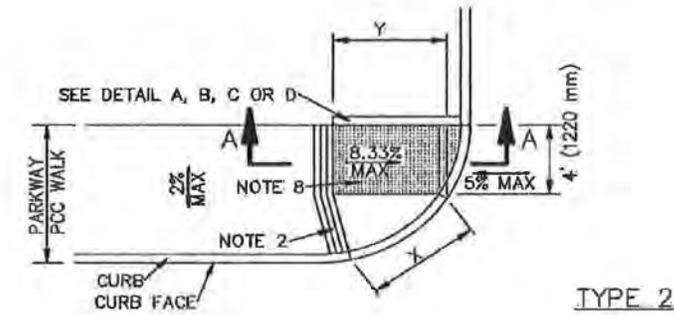
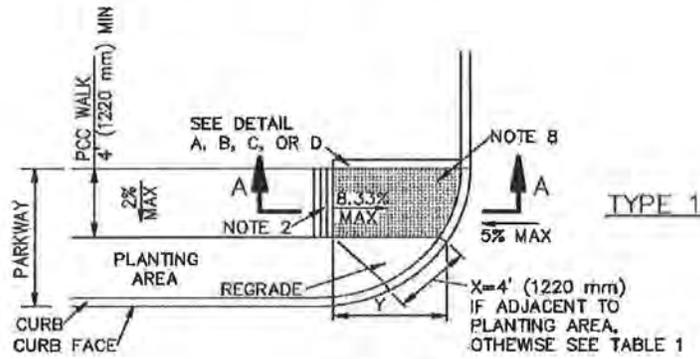
111-5

SHEET 4 OF 10

SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



CASE D

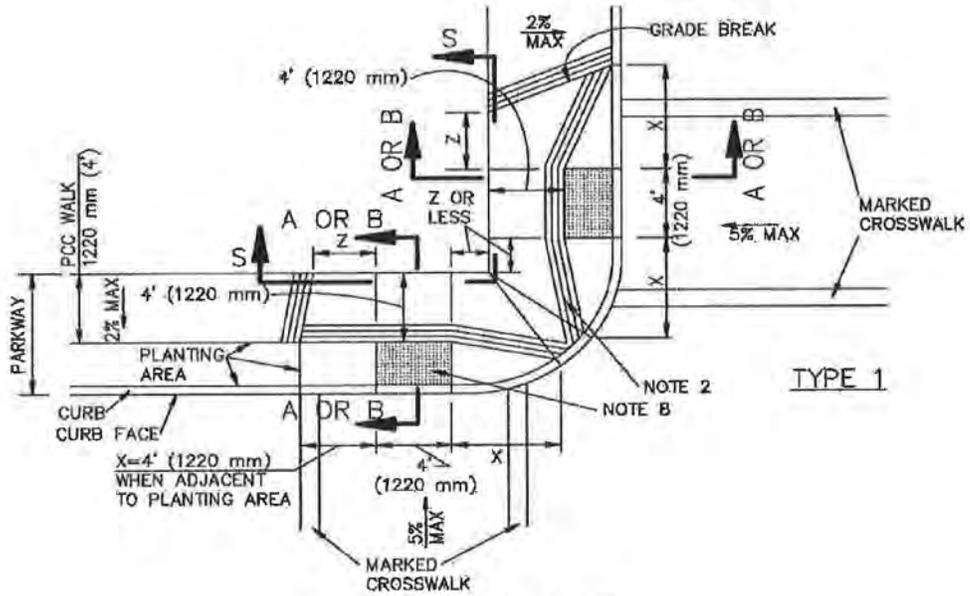
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

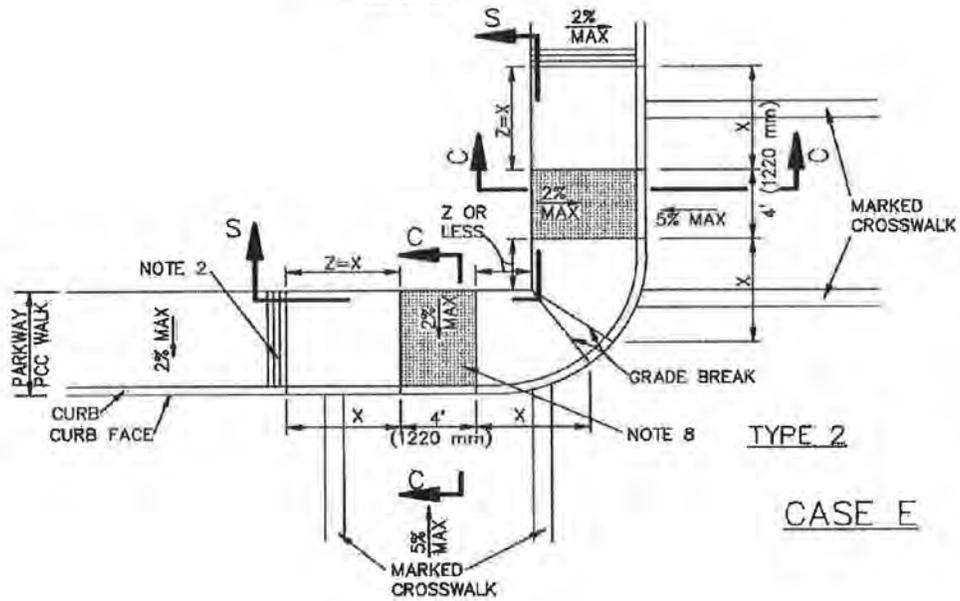
STANDARD PLAN

111-5

SHEET 5 OF 10



TYPE 1



TYPE 2

CASE E

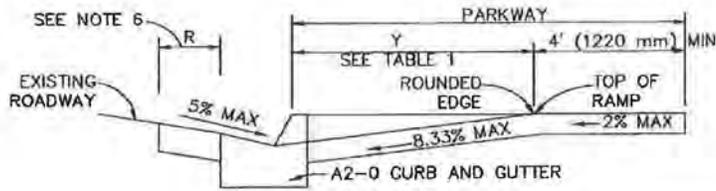
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

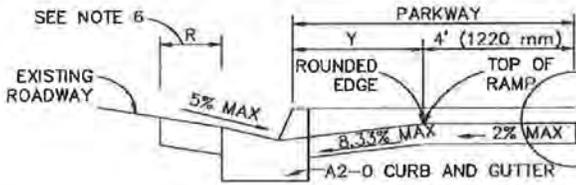
111-5

SHEET 6 OF 10



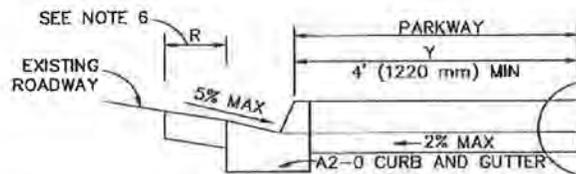
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



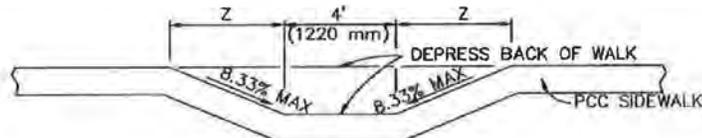
SECTION B-B

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.

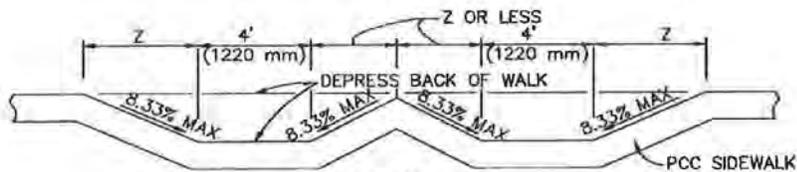


SECTION C-C

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 7 OF 10

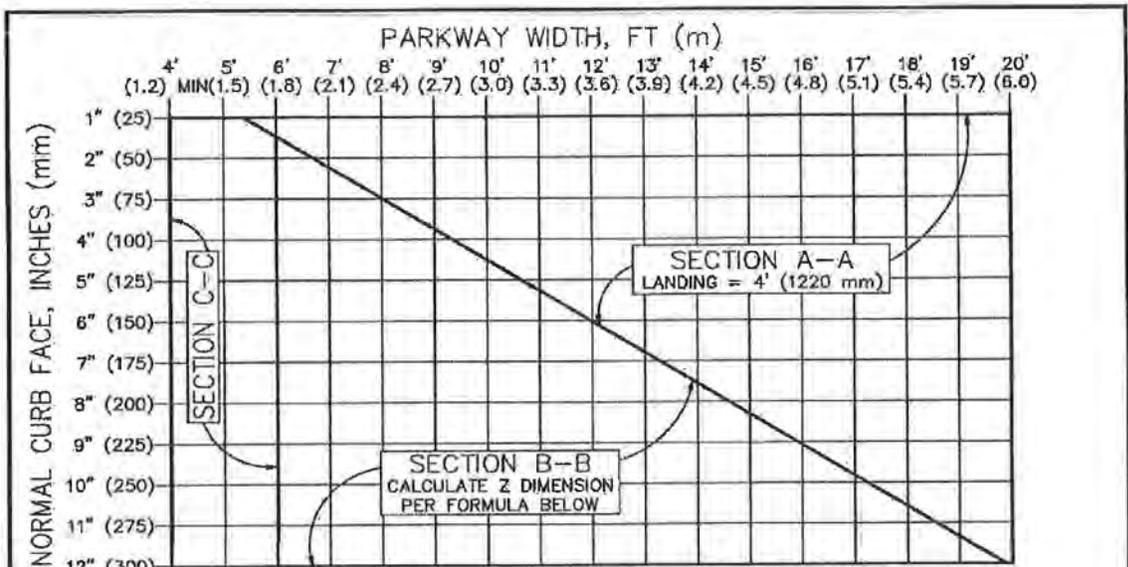


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.83' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE 2 DIMENSION AS FOLLOWS:

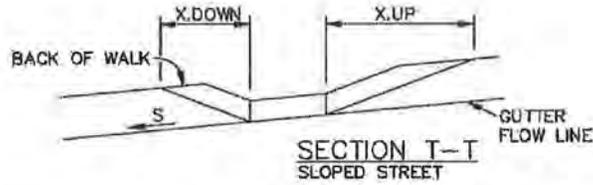
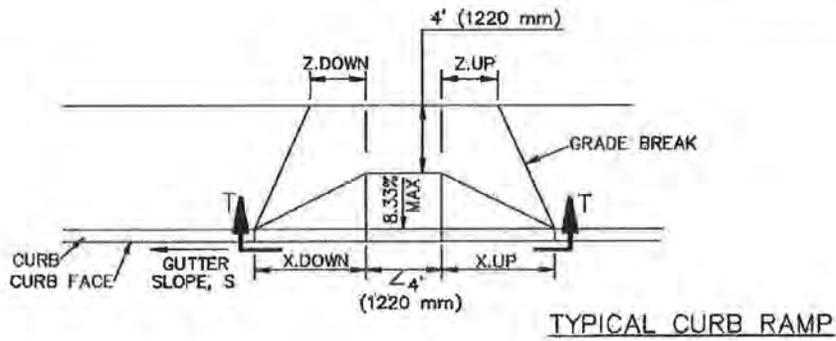
W = PARKWAY WIDTH
 L = LANDING WIDTH, 4' (1220 mm) TYP
 $Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:
 $X = CF / 8.333\%$
 $Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$



FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

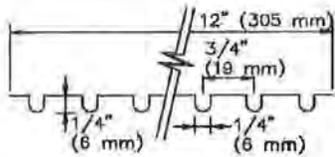
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 - SLOPE ADJUSTMENTS

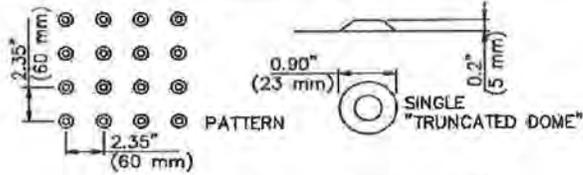
TABLE 2 REFERENCE FORMULAS:
 $K.DOWN = 8.333\% / (8.333\% + S)$
 $K.UP = 8.333\% / (8.333\% - S)$

STREET SLOPE ADJUSTMENTS

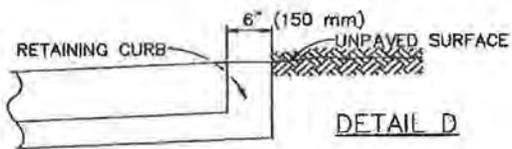
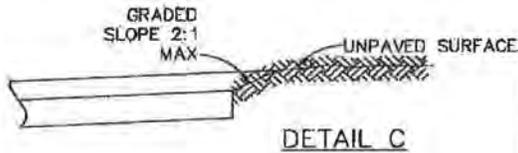
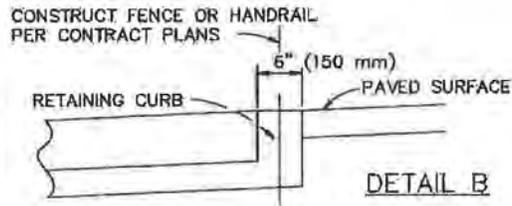
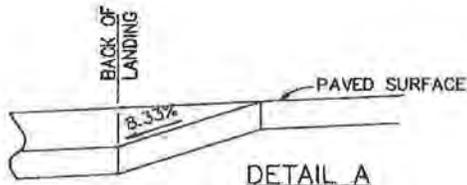
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111-5
	SHEET 9 OF 10



GROOVING DETAIL



DETECTABLE WARNING DETAIL



GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

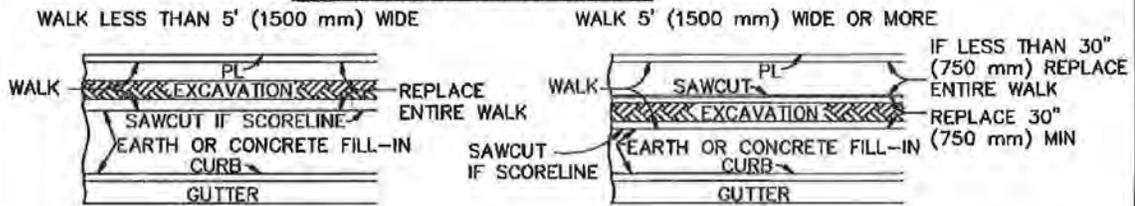
STANDARD PLAN

111-5

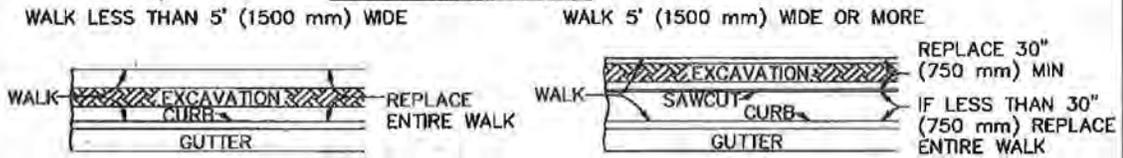
SHEET 10 OF 10

WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE
PARALLEL TO CURB OR PROPERTY LINE

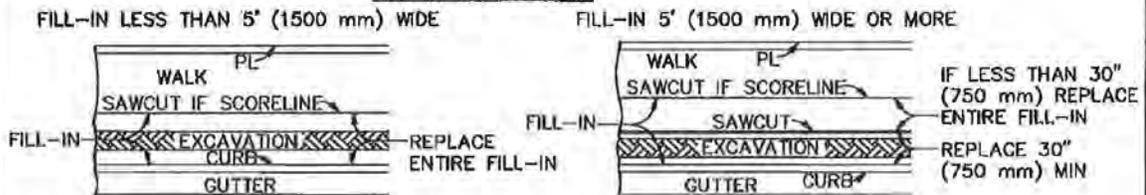
WALK ADJACENT TO PROPERTY LINE



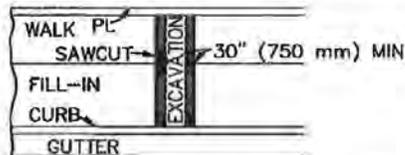
WALK ADJACENT TO CURB



FILL-IN REPLACEMENT



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE
NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

113-2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

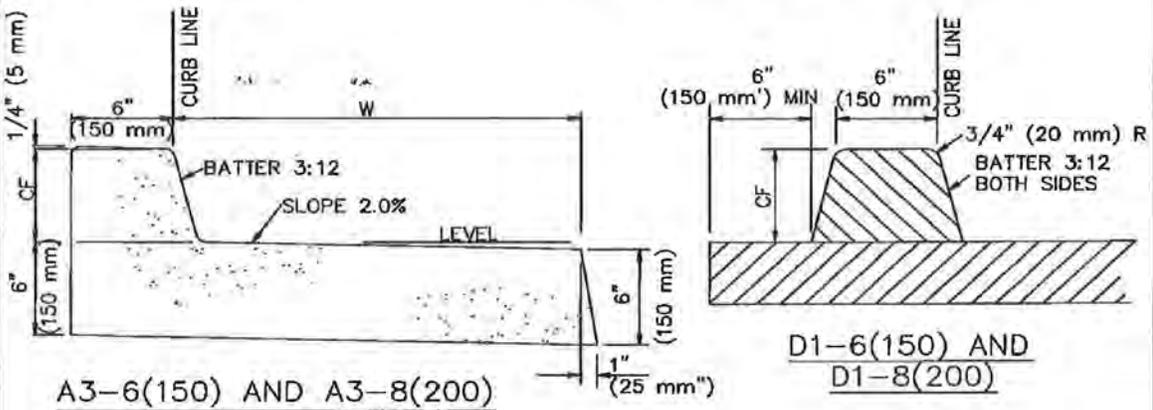
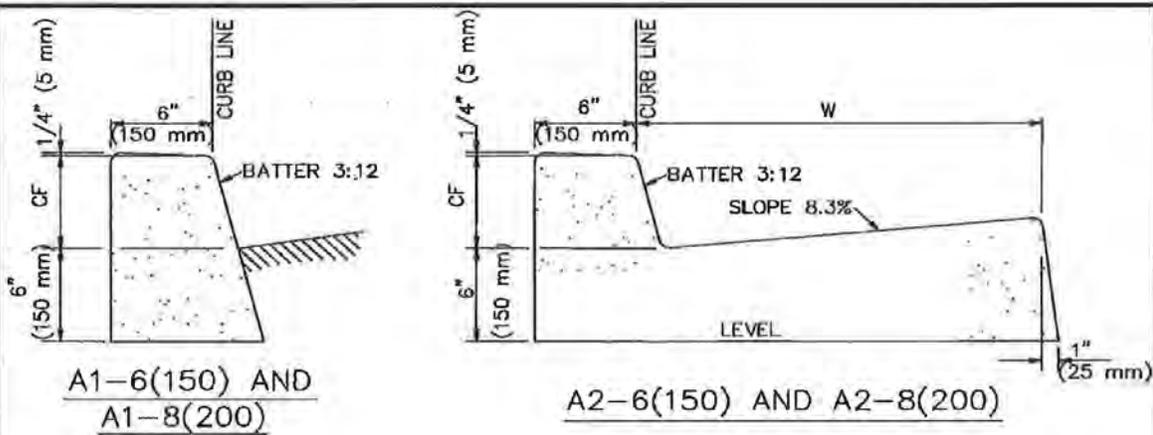
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SIDEWALK & DRIVEWAY REPLACEMENT

STANDARD PLAN

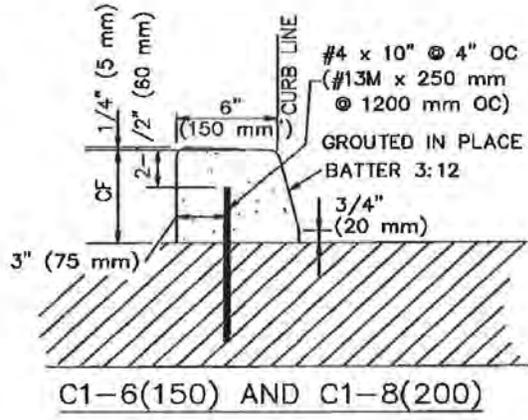
113-2

SHEET 2 OF 2

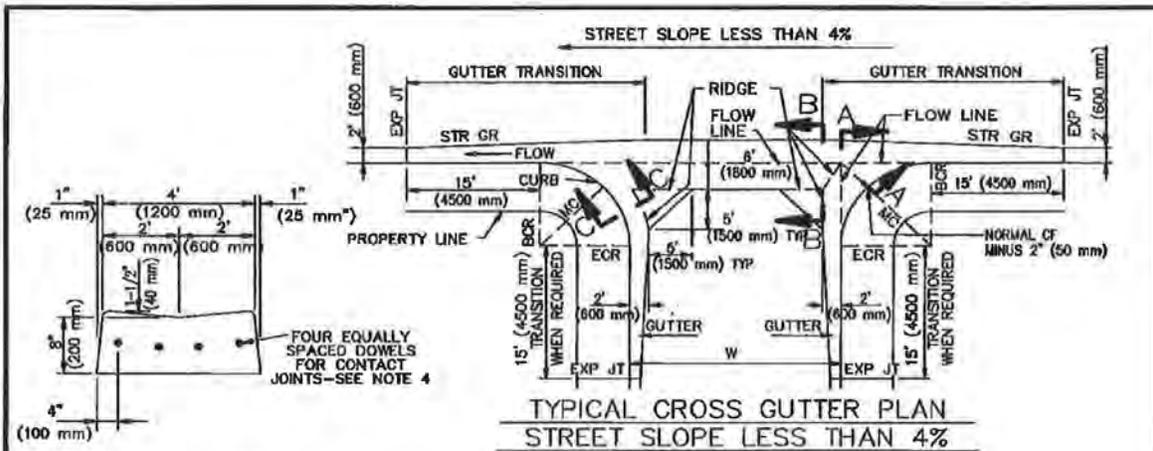


NOTES:

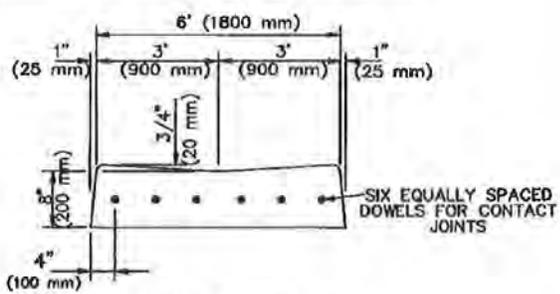
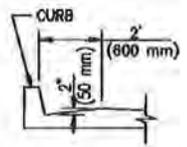
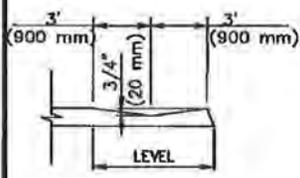
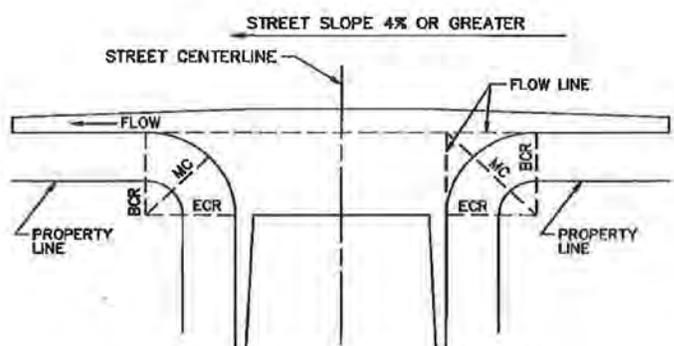
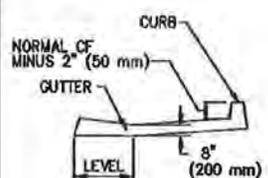
1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.

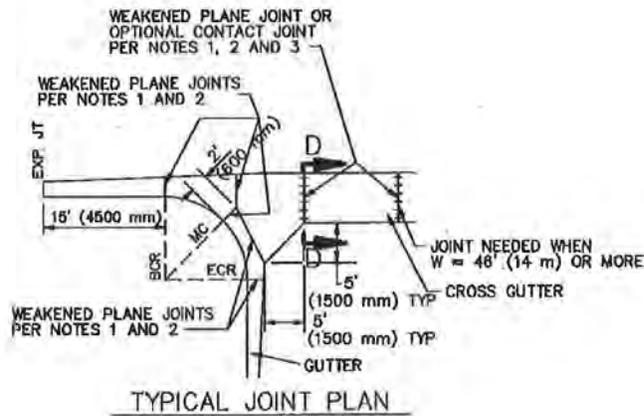


STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1989, 2009	CURB AND GUTTER - BARRIER	STANDARD PLAN 120-2 SHEET 1 OF 1
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION		



LONGITUDINAL
GUTTER





NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

STANDARD PLAN

122-2

SHEET 2 OF 2

APPENDIX IV

CONSTRUCTION & DEMOLITION WASTE MANAGEMENT PLAN (WMP)

Building Permit Number: _____
CITY OF TORRANCE

Construction & Demolition Waste Management Plan (WMP)

**THE REQUIREMENT IS TO REUSE OR RECYCLE AT LEAST 50% OF PROJECT WASTE
AND 100% OF EXCAVATED SOIL AND LAND-CLEARING DEBRIS**

- 1) As part of your application, you must complete the front and back of this page and the "estimate" or left side of the table on the backside of this page to the best of your ability, indicating that you will recycle at least 50% of the waste from the project and 100% of excavated soil and land-clearing debris.
- 2) As your project proceeds, collect and keep receipts of all waste disposed, recycled, reused or donated. Receipts must show material type, weight of material, how the material was treated and the facility used.
- 3) To final your project, you must then fill out the "actual" or right side of the table on the backside of this sheet, and submit it again with all the receipts to verify that at least 50% of the project's waste and 100% of excavated soil and land-clearing debris was diverted from the landfills.

Please note, if you are contracting with a different company to haul your waste or using a roll off box from another company, that company must have a business license to operate in the City of Torrance.

A COPY OF THIS WMP AND RECEIPTS (SHOWING MATERIAL TYPE, WEIGHT, TREATMENT AND FACILITY USED) FOR ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE THE PROJECT WILL RECEIVE FINAL BUILDING APPROVAL. (FOR DEMO PERMITS, THE RECEIPTS FOR THE DEMOLITION WASTE SHOULD BE PROVIDED BEFORE THE FIRST FOOTING INSPECTION AFTER THE BUILDING PERMIT HAS BEEN ISSUED.)

Project Name: _____

Location: ____

Requesting Infeasibility Exemption: Yes No

Contractor Name: _____ Contact Name: _____

Address: _____ Contact Phone: _____

Recycler: _____ Recycler Contact: _____

Recycler Address: _____ Recycler Contact Phone: _____

		CITY USE ONLY	
		Application (Date)	Final (Date)
Approved			
Further explanation needed (see attached)			
Denied			
Infeasibility Exemption Approved			
Reviewed By			

Submit this form and the attached Waste Management Plan Table to: **WMP Compliance Official**

Alison Sherman, Public Works
asherman@TorranceCA.Gov

For questions or for in-person visit (by appointment only), please call 310-781-_____

Fax: 310-781-6902

CITY OF TORRANCE

Construction & Demolition Waste Management Plan Table

Project Name: _____

Total Estimated Waste Generated by Project: _____ (in tons).
 (Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates)

Complete and return with Building Permit Application			Complete and return with receipts prior to final building approval		
Material Type	Estimated Reused/ Recycled	Estimated Disposed/ Landfilled	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
	(In Tons)	(In Tons)	(In Tons)	(In Tons)	
Asphalt & Concrete					
Bricks/Masonry/Tiles					
Building Materials (doors, windows, fixtures, etc.)					
Cardboard					
Excavated dirt and land-clearing debris					
Dirt					
Landscape Debris (Plant & Tree Trimmings)					
Scrap Metal					
Unpainted Wood & Pallets					
Other (painted wood & drywall, roofing, etc.)					
Mixed C&D*					
Trash/Garbage					
TOTAL					

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 50%, please explain why (attach additional sheets if necessary):

Prepared by (print): _____ Date: _____

Signature: _____ Phone Number: _____

Must be signed by Contractor or Owner. Signatory accepts financial responsibility for penalties for non-compliance.

* *Mixed C&D* is defined as a mixture of three or more materials (e.g. wood, drywall, roofing, etc.) from construction or demolition sites that will be taken to a facility capable of recycling those commingled materials.

CONVERSION RATES

The following conversion rates are estimates to help complete the Waste Management Plan by converting materials into tonnage format. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from any previous projects to help you estimate the potential amount of materials and diversion. Take into consideration the type and load of vehicles that will be used to haul the materials. Ask your hauler or recycler to assist you in estimating these numbers.

Material	Lbs/cy	Tons/cy
Asphalt	1,400 lbs/cy	0.7 tons/cy
Brick	2,430 lbs/cy	1.21 tons/cy
Cardboard	100 lbs/cy	0.05 tons/cy
Concrete	2,600 lbs/cy (Sources range from 1,000 to 4,000)	1.3 tons/cy
Dirt/Soils	2,660 lbs/cy	1.33 tons/cy
Drywall	700 lbs/cy	0.35 tons/cy
Wood (chipped)	300 - 650 lbs/cy	0.15 – 0.3 tons/cy
Mixed C&D Debris	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	100 - 350 lbs/cy	0.5 - 0.175 tons/cy

APPENDIX V
CONCRETE AND STONE FINISH SAMPLES

CONCRETE FINISH SAMPLE (Construction Note 1)

- Slate embossed pattern
- No added sealant or sheen

Similar to:



**PATHWAY BORDER TO MATCH
(Construction Note 15)
~15 LF**

- 6" x 6" square pattern
- Brick color or stain
- No added sealant or sheen

Similar to:



APPENDIX VI
CONTRACTOR'S STORAGE YARD LOCATION

**TORRANCE PARK IMPROVEMENTS
C.I.P. No. I-161**

