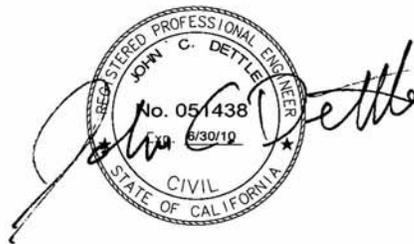


**PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF**

**Wilson Park Pond Renovation  
FEAP No. 709  
B2010-03**



**JOHN DETTLE  
Acting City Engineer**

**January 2010**

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**SECTION A**

**NOTICE INVITING BIDS**

**CITY OF TORRANCE, CALIFORNIA**

**NOTICE INVITING BIDS**

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, March 25, 2010**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF  
Wilson Park Pond Renovation  
FEAP No. 709  
B2010-03**

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/19942.htm>

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

A bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$50 if picked up at City Hall, or payment of \$60 if requested by mail. Both amounts include tax. Neither amount is refundable.

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: FEAP No. 709, B2010-03**

The Engineer's estimate of the contract total is between \$150,000 and \$160,000. 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.

It is the intent of these drawings and this design that the work represented here be completed by a licensed contractor with experience and qualifications specific to this unique work. The contractor's experience and qualifications shall include, at a minimum, the successful completion of at least (2) projects of equivalent scope completed within the last (5) years as determined by the owner or his representative. The water feature/pool contractor shall submit with his bid a list of qualifying completed projects including the names, addresses and phone numbers for the owner (or his representative), and the water feature engineer / architect. The project owner shall make the final determination as to the qualifying experience of the water feature contractor.

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

The City has determined that either a Class **A** or **C34** 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.

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

For further information, contact John Dettle at (310) 618-3059 or Bill Kamimura at (310)618-3078 in the Public Works Department.

**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.

It is the intent of these drawings and this design that the work represented here be completed by a licensed contractor with experience and qualifications specific to this unique work. The contractor's experience and qualifications shall include, at a minimum, the successful completion of at least (2) projects of equivalent scope completed within the last (5) years as determined by the owner or his representative. The water feature contractor shall submit with his bid a list of qualifying completed projects including the names, addresses and phone numbers for the owner (or his representative), and the water feature engineer / architect. The project owner shall make the final determination as to the qualifying experience of the water feature contractor.

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

#### C. ADDENDA TO THE CONTRACT DOCUMENTS

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

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

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

2. Estimated Quantities

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

3. Bid Instructions and Submissions

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

Required eight (8) Submittal Documents:

- 1) Bidder's Proposal
- 2) Acknowledgment Of Addenda Received
- 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

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.

E. BID BOND

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

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required eight (8) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

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

H. EXECUTION OF CONTRACT

After the Contract is awarded, the awarded 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 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. The Contractor shall obtain a City of Torrance Business License, Plumbing, Building and Electrical Permits and Encroachment Permit.

K. INSURANCE

The Contractor shall maintain Insurance as specified in:

- the Public Works Agreement included in Section D of these Specifications; and

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit its question(s) in writing to the Torrance Public Works Department. Any and all questions must be emailed to Mr. William Kamimura, Project Engineer at [bkamimura@torranceCA.gov](mailto:bkamimura@torranceCA.gov). Please list “**Wilson Park Pond Renovation RFI – (question topic)**” in the subject line of the email.

All questions must be received no later than 5:00 p.m. on the Monday prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Mr. John Dettle directly at (310) 618-3059 or Bill Kamimura at (310)618-3078.

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

**THIS DOCUMENT IS FOR REFERENCE ONLY AND IS INTENDED TO PROVIDE PROSPECTIVE BIDDERS AND SUBCONTRACTORS A LISTING OF THE ACTUAL BID ITEMS AND QUANTITIES FOR THIS PROJECT.**

**THE OFFICIAL AND REQUIRED BIDDER'S PROPOSAL FORMS MUST BE OBTAINED AT THE OFFICE OF THE CITY CLERK (310) 618-2870, CITY HALL, 3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA, AT NO COST IF PICKED UP AT CITY HALL, OR PAYMENT OF \$5 IF REQUESTED BY MAIL. THE AMOUNT INCLUDES TAX AND IS NOT REFUNDABLE.**

**Wilson Park Pond Renovation  
FEAP No. 709  
B2010-03**

**BID SCHEDULE- FOR REFERENCE ONLY**

ITEM NO.	ITEM DESCRIPTION	SPEC	QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL BID
<b>SECTION 1 - GENERAL REQUIREMENTS</b>						
1	MOBILIZATION (15% MAX)	9-3.4.1	1	LS	\$	\$
2	DEMOLITION & REMOVALS REQUIRED FOR NEW CONSTRUCTION		1	LS	\$	\$
3	UNCLASSIFIED EXCAVATION (500 CY)		1	LS	\$	\$
4	PLACEMENT, GRADING AND COMPACTION OF FILL (EXIST. DEPTH 3 TO 4 FEET-NEED TO RAISE IT UP TO 1.25 TO 1.5 FEET)		1,200	CY	\$	\$
5	SURVEYING		1	LS	\$	\$
6	INLET & OUTLET & FOUNTAIN PIPE SYSTEM		1	LS	\$	\$
7	CONSTRUCTION OF NEW POND LINER	6-1.5	1	LS	\$	\$
8	SIDEWALK BRIDGE		1	LS	\$	\$
9	NEW EQUIPMENT COMMISSIONING (START UP)		1	LS	\$	\$

**---END OF BID SCHEDULE---  
FEAP No. 709, B2010-03**

**BIDDER'S PROPOSAL (Continued) FEAP No. 709, B2010-03**

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

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

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

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

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

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

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

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

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

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

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

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

**ACKNOWLEDGMENT OF ADDENDA RECEIVED – FEAP NO. 709, B2010-03**

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

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

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

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

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

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

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

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

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





**BID BOND (10%)**

**FEAP No. 709, B2010-03**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_

\_\_\_\_\_

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

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

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2009-37 said work being: the Construction of Wilson Park Pond Renovation in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**LIST OF SUBCONTRACTORS**  
**FEAP No. 709, B2010-03**

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

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

Subcontractor's Address: \_\_\_\_\_

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

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

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

Subcontractor's Address: \_\_\_\_\_

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

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

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

Subcontractor's Address: \_\_\_\_\_

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

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

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

**REFERENCES (PAGE 1 OF 2)**  
**FEAP NO. 709, B2010-03**

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

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

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

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

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

**REFERENCES (Continued) Page 2 of 2**

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

Work Description & Contract Amount	Agency	Date Completed

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

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

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

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

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

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

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

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

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

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

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

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

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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): .

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**DISQUALIFICATION OR DEBARMENT**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SECTION D**

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

**PERFORMANCE BOND  
FEAP No. 709, B2010-03**

**KNOW ALL MEN BY THESE PRESENTS:**

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

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that: **WHEREAS**, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the Construction of **Wilson Park Pond Renovation, FEAP No. 709, B2010-03**, 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) – FEAP No. 709, B2010-03**

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

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

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

**LABOR AND MATERIAL BOND  
FEAP No. 709, B2010-03**

**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 **Wilson Park Pond Renovation, FEAP No. 709, B2010-03,** all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

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

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

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

**LABOR AND MATERIAL BOND (CONTINUED)**

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

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

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (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 the Wilson Park Pond Renovation FEAP No. 709, B2010-03;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **Wilson Park Pond Renovation, Notice Inviting Bids FEAP No. 709, No. B2010-03** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

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

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

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for two years 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:

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**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.
  7. 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: \_\_\_\_\_

Deputy City Attorney

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

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

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

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

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

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
Wilson Park Pond Renovation  
FEAP No. 709  
B2010-03**

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

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

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

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

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

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

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

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**  
**FEAP No. 709, B2010-03**

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 (2003) and the Standard Specifications of the State of California Department of Transportation (Caltrans) 2006, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.**

**SECTION E - SPECIAL PROVISIONS**

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# PART 1 - GENERAL PROVISIONS

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

### 1-2 DEFINITIONS

Add or redefine the following:

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

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

**Caltrans** – The State of California, Department of Transportation Standard Specifications, May 2003

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

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

### 1-3 ABBREVIATIONS

#### 1-3.2 Common Usage:

Add the following abbreviations:

Approx	Approximate
APWA	American Public Works Association
BNSF	Burlington Northern Santa Fe Railway Company
CA	City Arborist
CalWater	California Water Service Company
City	City of Torrance
Exist.	Existing
HASP	Health & Safety Plan
LACMTA	Los Angeles County Metropolitan Transit Authority
LACSD	County Sanitation Districts of Los Angeles County
Med.	Median
M.L.	Main Line
OH	Overhead
Ped.	Pedestrian
Reconst.	Reconstruct
SPPWC	Standard Plans for Public Works Construction
SWPPP	Storm Water Pollution Prevention Plan
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.

### **2-4 CONTRACT BONDS**

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

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

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

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

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

Add the following subsections:

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

1) Project Plans

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

2) Standard Plans

a. City of Torrance Standard Plans, latest edition

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

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

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

- 1) Standard Specifications for Public Works Construction, 2009 and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) When referenced in these Special Provisions, the State of California Department of Transportation (Caltrans) Standard Specifications, (2006 or latest edition).
- 3) American Water Works Association Standards, latest edition.
- 4) For county sewer lines, the County Sanitation Districts of Los Angeles County, Amendments to the Standard Specifications for Public Works Construction, 2003 edition, as referenced in Appendix VIII.

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

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

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

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

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

Within the Proposal, Specifications, Bond and Affidavit the order of precedence is as follows:

- 1) Change Orders

NOTE: Contractor shall be in compliance with the requirements of the above agreements for the work as they are applicable. See Appendices for agreements.

- 2) Special Provisions
- 3) Instruction to Bidders

- 4) Referenced Standard Plans
- 5) Referenced Standard Specifications

If the Contractor, during 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 action and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with 3-3. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

**2-5.3 Submittals**

**2-5.3.2 Working Drawings.** Add the following:

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

Title
Storm Water Pollution Prevention Plan (SWPPP)
Sidewalk Bridge
Fountain Piping System
Inlet and Outlet Piping System
Pond Pumping System
Concrete Color Samples

**2-5.3.4 Supporting Information.** Add the following to the second paragraph:

- 1) Proposed haul routes material disposal and delivery

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 overarching goal of the Wilson Park Pond Renovation is to provide a long-term renovation solution that will result in a pleasant pond environment for the park visitors and maintainable body of water for the city.

With that goal in mind, the project will require the successful contractor to develop a working set of drawings prior to construction. These drawings will be approved by the city officials, permitted and inspected during course of construction. As mentioned above, the city has previously contracted some pond related work including new pumps and strainer baskets in the existing pump room. This work is to be documented and incorporated into the new plans prepared under the scope of this design. This work can be labeled as work "completed by others".



8. The pond floor and walls are to receive a 3" min. concrete veneer per the section through Detail d1. The new pond edge is to be eased as shown on the detail.
9. The concrete veneer, shown on Detail d1, is to be dark colored concrete. The City is to be presented with color options for their review and approval.
10. The pond concrete surface is to receive a light broom finish. Test panels are to be approved by the City prior to placement of the concrete. The intent of the City is to have a surface that will be washable but slip resistant for workers.
11. The existing walkway at the water feature interface is to be reconfigured to bridge over the new pond area. The new section shall resemble the adjacent old sections. This will involve the spanning of the 20' section. The design may include an intermittent column if needed. The new pond liner and concrete veneer will extend into the lower basin of the attached water feature, eliminating the wall and equalizer piping.
12. A new 3 HP Pentair Whisperflow pump is to be added to the existing equipment room connected to the pond recirculation system shown on Sheet pl1. The new pump is to utilize the existing electrical available in the room. The pump is to have an enlarged "Mermaid" strainer basket similar to those recently placed in the equipment room by previous contractor.
13. The pond recirculation piping is to include a chlorination system, acceptable to the City to allow for a low PPM chlorine residual to be in the pond at all times.
14. The pond is to receive (4) fountain nozzles that are to be located within the pond by the City. The piping for the fountain nozzles is included in the scope of the work to be completed by the contractor. This work is to be coordinated during construction. The fountain heads are schematically shown on the Sheet pl1, pending exact locations.
15. The pond floor is to include a minimum of (2) thickened areas for the anchorage of informational signs to be provided to the contractor by the City. These areas are also schematically shown on Sheet pl1 and should be considered roughly 1'-6" x 4'-0". The thickness of the section should be considered 12" in this area.
16. The City will be responsible for filling the pond with water and the contractor is to commission the pond operation. The successful contractor will need to coordinate with the previous pumping contractor during commissioning.
17. Contractor is to include warranties in the design documents for materials and workmanship in keeping with projects of similar scope.
18. Contractor is to remember that this is a public area and a safe working perimeter is to be provided at all times during the course of construction. The City will outline their site security requirements prior to bid.

19. Time is of the essence with this project and it is expected that the successful design-build contractor will aggressively pursue the completion of the plans, specifications and construction once the plans are approved.
20. The contractor will coordinate activities around the Farmer's Market on Tuesdays and Saturdays (i.e. contractor's employees will park at east end of parking lot, etc.) and no deliveries will be allowed on those days.

## **2-9 SURVEYING**

**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 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 the traffic control necessary for construction surveying.

Stakes shall be set and stationed by the Contractor for water lines 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.

### **2-9.5 Payment.**

Payment for SURVEYING shall be on a Lump Sum basis per the Contract unit price. All costs for construction survey staking and potholing including 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 BOARD AND ENGINEER**

Add the following:

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

## **2.11 INSPECTION**

Replace the entire subsection with the following:

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

The Engineer will make, or have made, such inspections and tests as he deems necessary to

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

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

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

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

Add the following subsections:

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

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

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

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

**2-11.2.3 Inspections During Construction.** During the construction, the Contractor shall make the Work site available for periodic inspections by any associated regulatory agency. These agencies may include: Los Angeles County Department of Health Services, Los Angeles Regional Water Quality Control Board, and CITY Building and Safety.

**2-11.3 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 subcontractor may charge the City an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.

- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct City crews to perform the work. For each occurrence, the City may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by City crews for labor, equipment and materials. The standard rates for City crews are available upon request from the Public Works Department.

## **SECTION 3 – CHANGES IN WORK**

### **3.3 EXTRA WORK**

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

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

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

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

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

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

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

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

3-3.2.2(b), and 3-3.2.2(c).

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

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

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

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

**3-4 CHANGED CONDITIONS.** Add the following:

This subsection does not apply to utilities.

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

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

**4-1.1 General.** Add the following paragraph after the second paragraph:

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

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

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

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

## **SECTION 5 – UTILITIES**

### **5-1 LOCATION**

Add the following:

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

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

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

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

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

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the 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 an existing facility, the Contractor shall be responsible to completely expose said facility and repair the facility to the satisfaction of the Engineer. This shall not be considered to be extra work and no extra costs shall be allowed therefor.

Add the following after the final paragraph:

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

### **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 Engineer, be relocated still farther from the permanent work in its final locations, but the Contractor shall not so consider, in submitting his bid, unless the relocation is shown on the plans.

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

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

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

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

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

**5-2.2 Protection of Underground Hazardous Utilities.** This Subsection shall apply to projects where there are underground utilities within the Work area which may be potentially hazardous if damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster such as, but not limited to, gasoline, electricity, fuel oil, butane, propane, natural gas, chlorine or other chemicals.

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

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

- 1) The Contractor shall not trench or excavate within the area where a utility known to carry a hazardous substance exists until its location has been determined by excavation or other proven methods acceptable to the Engineer. The intervals between exploratory excavations or location points shall be sufficient to determine the exact location of the line. Unless otherwise directed by the Engineer, excavation for underground hazardous

utilities shall be performed by the Contractor and paid for as specified per 5-1 of these Special Provisions.

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

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

### **5-3 REMOVAL**

Add the following:

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

### **5-5 DELAYS**

Substitute the following:

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

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

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

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**

Replace the entire subsection with the following:

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

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

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

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

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

- 1) The schedule shall be prepared using the latest version of Primavera or Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6.
- 3) Utility relocations by Contractor and "By Others" shall be considered as activities.
- 4) Required submittals and shop drawings shall be included as activities.
- 5) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 6) Work to be performed by subcontractors shall be identified and shown as work activities.
- 7) Start and completion dates of each activity shall be illustrated.
- 8) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

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

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

- 1) Preparing Working Drawings and obtain Building and Safety Plumbing, Building, and Electrical Permits.

- 2) Demolition and site preparation.
- 3) Subsection 307-1.3 regarding the ordering of materials.
- 4) All Work shall only be performed between the hours of 7:00 a.m. and 5:00 p.m., unless otherwise approved by the Engineer.
- 5) A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed.
- 6) Weekly job site meetings, which include the ENGINEER or designate, inspectors and Contractor foreman and/or superintendent. Meetings will be approximately 1 hour.

**6-1.4 Updates.** The Contractor shall submit 3 paper copies of the updated construction schedule to the Engineer on the first working day of each week.

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.

#### **6-1.5 Payment**

Full compensation for complying with all requirements of Section 6-1.4 will be per the Contract unit price for MOBILIZATION. 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 five working days, thereafter. After the fifth subsequent working day, the Contractor will not be compensated for the updated schedule for that month, regardless of whether it submits an updated schedule.

#### **6-7 TIME OF COMPLETION**

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

The Contractor shall complete the work within 90 working days from the start date specified in the Notice to Proceed.

#### **6-8 COMPLETION, ACCEPTANCE AND WARRANTY**

Replace the second paragraph with the following:

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

Add the following subsection:

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

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

### **6-9 LIQUIDATED DAMAGES**

In each of the two paragraphs, substitute "\$500" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day and add; The City will deduct any penalty from payments due to the Contractor.

### **6-11 SEQUENCE OF CONSTRUCTION**

1. Preparation and permitting of Working Drawings
2. Mobilize
3. Construct
4. Commission (Start Up)

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### **7-2 LABOR**

Add the following subsections:

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

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

### **7-3 LIABILITY INSURANCE**

Delete the entire section and refer to Section K: Insurance on page B-4 of these Specifications. The cost of Insurance shall be included in the Bid.

Add the following:

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

### **7-4 WORKER'S COMPENSATION INSURANCE**

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

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

### **7-5 PERMITS**

Replace the second paragraph with the following:

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

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

Add a third paragraph to the section stating the following:

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

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

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

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

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

### **7-8.6.2 Storm Water Pollution Prevention Plan (SWPPP).**

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

The handbooks specified in 7-8.6.3 shall be followed and adhered to in preparing the SWPPP. The SWPPP shall be prepared under the supervision of, and signed by, a Civil Engineer registered by the State of California. The SWPPP shall include and incorporate BMPs that address contractor activities, erosion, and sedimentation control. The SWPPP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-site shall be completely covered with waterproof material and sand (or gravel) bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

If, during construction operations, field conditions change in a manner which, in the opinion of the Engineer, significantly deviates from how the SWPPP, as approved by the CITY, addressed the current construction operation, the Engineer may direct the Contractor to revise the current

construction operation and/or the SWPPP. Such directions will be made in writing and will specify the items of work for which the SWPPP is inadequate. No further work on these items will be permitted until the Contractor revises the construction operations to the satisfaction of the Engineer and/or until the Contractor submits a revised SWPPP and receives CITY approval. The Engineer will notify the Contractor of the acceptance or rejection of the revised SWPPP within seven (7) working days from the date of submittal.

The SWPPP shall be submitted to the CITY for review and approval a minimum of fifteen (15) working days prior to the commencement of construction operations in accordance with 6-1 of these Special Provisions. The SWPPP shall remain on the construction site while site is under construction, during working hours, commencing with the initial construction activity and ending with Notice of Termination.

Full compensation for preparation of the SWPPP, revisions to the SWPPP, and all other related costs shall be considered as included in the lump sum bid price for MOBILIZATION.

**7-8.6.3 Best Management Practices.** Best Management Practices (BMPs) shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

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

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

The CITY, as a Permittee, is subject to enforcement actions by the State Water Resources Control Board, the Environmental Protection Agency and private citizens.

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

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

**7-8.6.4 Payment** Full compensation for implementation and maintenance of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the lump sum price bid for the CONSTRUCTION OF NEW POND.

**7-8.8 Contractor's Storage Yard.** The Contractor shall be provided a 50 foot by 50 foot area in Wilson Park adjacent to the pond for the duration of the work. If the proposed location of the yard is located within the boundaries of the CITY, the Contractor shall obtain prior approval from the Engineer.

## 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Add the following paragraph:

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

Add the following subsections:

**7-9.1 Replacement of Plantings.** The Contractor shall be responsible to replace any lawn or plant damaged by Contractor's operations, at its expense, to the satisfaction of the Engineer.

**7-9.2 Replacement of Sprinkler Systems.** Damaged sprinklers shall be replaced so that the area watered by the original system is watered by the reconstructed system without undue waste of water. Any additional material or work required to obtain said adequate coverage shall be furnished by the Contractor, at its expense.

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

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

## 7-10 PUBLIC CONVENIENCE AND SAFETY

**7-10.1 Traffic and Access.** Add the following before the last paragraph:

The Contractor shall provide the necessary measures to prevent public access to private property during removal and replacement of fences.

Replace the fourth paragraph with the following:

Vehicular access to driveways shall be maintained to the properties. Add the following before the last paragraph:

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies and maintain pedestrian walkways adjacent to the work area.

The contractor will coordinate activities around the Farmer's Market on Tuesdays and Saturdays (i.e. contractor's employees will park at east end of parking lot, etc.) and no deliveries will be allowed on those days.

At least (3) days prior to starting work at any location, the Contractor shall post written notices to park patrons around the work area.

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

Add the following subsections:

**7-10.1.3 Temporary Pavement Markings.** When permanent pavement markings that are deemed by the Engineer as needed and can not be permanently restored by the end of the work shift in which they were obliterated, the Contractor shall provide temporary markings prior to leaving the Work site. All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

The Contractor shall permanently restore, in-kind, at the completion of work in the affected areas all striping and markings for parking spaces on the property.

**7-10.1.5 Temporary "No Parking" Signs.** The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours (two work days) in advance of the first date of enforcement. Each sign must include the beginning and end dates and the hours in effect (if not 24 hours/day), if applicable "Tow-Away" and "City of Torrance" must be written on the sign face.

#### **7-10.1.6 Payment**

1. All costs associated with traffic and access shall be included in the Contract unit prices for the associated items of work for which traffic control is needed.
2. Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markings/delineation shall be considered as included in the Contract unit prices for the associated items of work for which it is needed.
3. Full compensation for furnishing, placing, maintaining and removing temporary signs shall be considered as included in the Contract unit prices for the associated items of work for which it is needed.

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

Add the following paragraph after the first paragraph:

In addition to the requirements of this subsection, the Contractor shall conform to the requirements for barricades as stipulated in the Special Provisions. However, deviations from the requirements stipulated in the Special Provisions may be permitted upon approval of the Engineer.

Add the following:

The Contractor shall install, maintain, and remove all temporary delineators, barricades, fencing, 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.

#### **7-10.3.1 Payment**

Full compensation for furnishing, installing, maintaining and removing the above traffic control devices shall be considered as included in the Contract lump sum prices for the associated items of work for which it is needed.

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 six-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 linear foot of pipeline and steel casing as referenced in Sections 306-1.6.3 and 306-2.6 of these Special Provisions.

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

### **9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK**

Add the following sections:

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

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

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

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents shall be included in the unit or lump sum prices bid for each work item. The costs for obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. Costs for mobilization/demobilization shall be included in the bid price for MOBILIZATION.

### **9-2 LUMP SUM WORK**

Replace the second paragraph with the following:

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

### **9-3 PAYMENT**

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

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

Add the following:

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

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, working drawing preparation and permitting, Emergency Response Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

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

- (a) Submittal and modification, as required, of the Construction Schedule.
- (b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (c) Installing temporary construction power and wiring.
- (d) Establishing fire protection system.
- (e) Developing construction water supply.
- (f) Providing on-site sanitary facilities and portable water facilities, as required.
- (g) Arranging for and erection of Contractor's work and storage yard.
- (h) Submittal of all required insurance certificates and bonds, including subcontractors.
- (i) Submittal of all required working drawings.
- (j) Obtaining all Contractor required permits.

- (k) Posting all OSHA required notices and establishment of safety programs.
- (l) Potholing and other research and review as necessary to verify site conditions and utility locations
- (m) Having the Contractor's Superintendent present at the job site full-time.
- (n) Removal, cleanup, and restoration
- (o) Installation and maintenance of required SWPPP and BMPs

#### **9-3.4.1 Payment**

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

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

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

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

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

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

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

## **PART 2 - CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS**

#### **200-2 UNTREATED BASE MATERIALS**

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

Untreated base for pavement, curb, gutter, cross gutters, hardscape and other improvements shall be crushed miscellaneous base conforming to 200-2.4.

# 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 such as playground equipment, two trees, sign & posts, bollards. The Contractor shall conform to the following requirements:

- (a) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- (b) Concrete and asphalt removal - All concrete and asphalt removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.
- (c) The Contractor shall complete forming and pouring of PCC construction within three (3) working days following the completion of all required water pipeline 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.

##### 300-1.3.2 Requirements. Revise as follows:

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

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

Payment for DEMOLITION AND REMOVALS will be made at the lump sum price bid and shall include full compensation for clearing and grubbing, removals, disposals or salvage of facilities identified on plans as well as pavement sawcutting and removal, and misc. items that interfere with construction activities.

### 300-2 UNCLASSIFIED EXCAVATION

#### 300-2.2 Unsuitable Material.

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

If unsuitable material is found, the Contractor shall remove said material to the limits to be determined by the Engineer and shall replace said material with select fill or base material, as to be determined by the Engineer. Payment for removal and replacement shall be made as Extra Work or Force Account Work.

Payment for unsuitable material excavation and backfill shall be measured and paid for as Unclassified Excavation and Crushed Miscellaneous Base, respectively.

**300-2.9 Payment.**

Payment for Unclassified Excavation shall be included in the bid price for UNCLASSIFIED EXCAVATION 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:

Sidewalks 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.

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

Payment for concrete shall include all joints and keyways, Base, adjacent AC pavement reconstruction, protection of existing trees, and will be considered as restoration of property due to construction and no additional compensation will be allowed therefore.

**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.



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

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

NAME OF BUSINESS	
1. LICENSE NO.	2. CATEGORY NO.
HOME OCCUPATION	HEALTH PERMIT
	S.I.C. CODE

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

4. CORPORATE NAME (IF DIFFERENT FROM ABOVE)

5. BUSINESS ADDRESS

6. MAILING ADDRESS

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

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

12. RESIDENCE ADDRESS

16. STATE CONTRACTOR'S LICENSE NO.

21. OWNERSHIP INFORMATION:

PARTNERSHIP       CORPORATION       SOLE OWNERSHIP

NAMES OF OWNER, PARTNERS OR PRINCIPAL OFFICERS

8. BUSINESS PHONE

11. HOME PHONE

13. DRIVER'S LICENSE NO.

14. NO. OF PERSONS WORKING AT LOCATION

15. STATE SALES TAX NO.

17. SQUARE FOOTAGE

18. SOCIAL SECURITY NO.

19. FEIN NO.

20. SEIN NO.

TITLE

HOME ADDRESS

HOME PHONE

SUITE #

CITY

STATE

ZIP

SUITE #

CITY

STATE

ZIP

SUITE #

CITY

STATE

ZIP

I DECLARE THAT I AM THE OWNER, PARTNER, CORPORATE OFFICER OR PERSON WITH THE POWER OF ATTORNEY, AND I UNDERSTAND IF ALL THE INFORMATION PROVIDED ABOVE IS NOT TRUE THE BUSINESS LICENSE BEING APPLIED FOR MAY BE REVOKED AS OUTLINED IN SECTION 31.9.10. OF THE TORRANCE MUNICIPAL CODE.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**PART II - FOR OFFICIAL USE ONLY**

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

**APPENDIX II**  
**CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**

### CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

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

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

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

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

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

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

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

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

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

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

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

**Notes:**

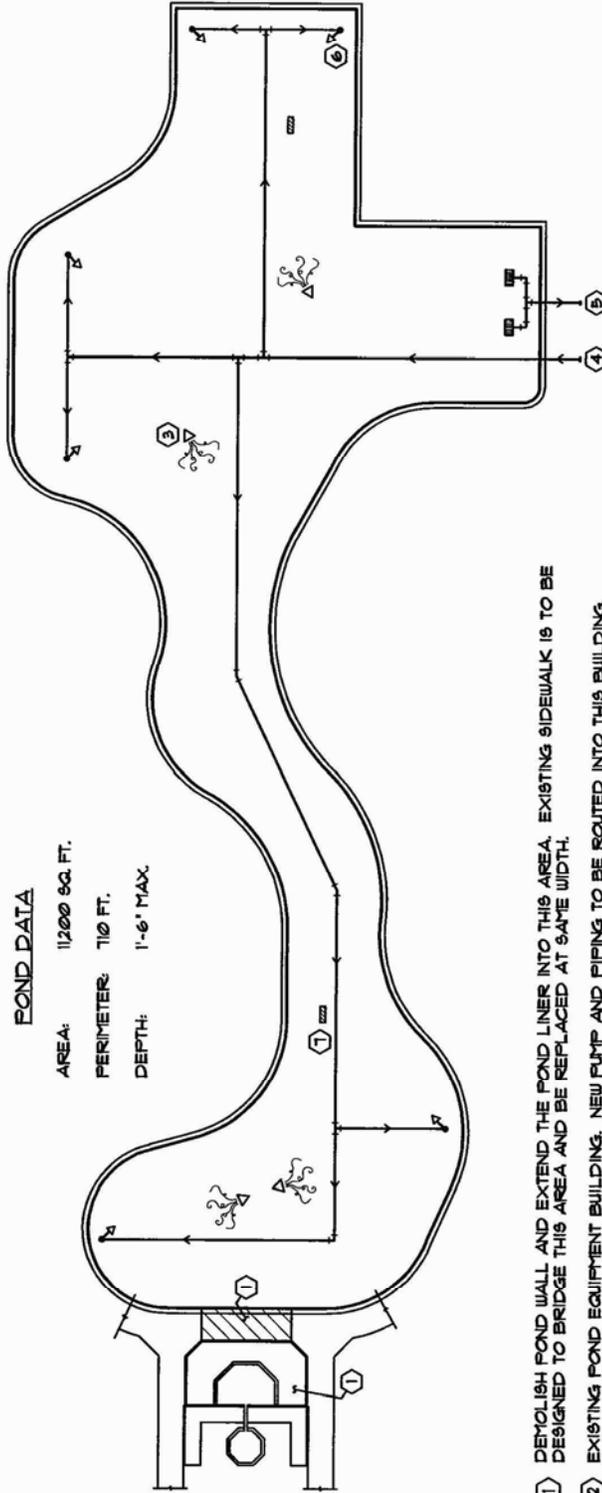
- Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- If the debris is taken to a transfer station solely for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

Prepared by \_\_\_\_\_ Signature \_\_\_\_\_ Phone #: \_\_\_\_\_

**APPENDIX III**  
**WILSON PARK POND DRAWINGS AND DETAILS**

**POND DATA**

AREA: 11200 SQ. FT.  
 PERIMETER: 710 FT.  
 DEPTH: 1'-6" MAX.



- ① DEMOLISH POND WALL AND EXTEND THE POND LINER INTO THIS AREA. EXISTING SIDEWALK IS TO BE DESIGNED TO BRIDGE THIS AREA AND BE REPLACED AT SAME WIDTH.
- ② EXISTING POND EQUIPMENT BUILDING. NEW PUMP AND PIPING TO BE ROUTED INTO THIS BUILDING.
- ③ NEW FOUNTAIN HEADS (4 TOTAL) TO BE LOCATED BY THE CITY. NEW PIPING FOR FOUNTAINS TO BE PLACED BY OTHERS. ALL FOUNTAIN RISERS TO BE BOOTED PER BOOT DETAIL.
- ④ NEW INLET PIPING FROM NEW 3 HP PUMP. PIPING TO BE DESIGNED FOR OPTIMUM DISTRIBUTION OF WATER.
- ⑤ NEW 18" x 36" FLOOR GRATES (2 TOTAL) DESIGNED FOR LOW VELOCITY ACROSS THE GRATES AND SUMPS.
- ⑥ NEW SUMPS AND GRATES TO BE VGB COMPLIANT.
- ⑦ NEW POND INLETS PER INLET DETAIL (6 TOTAL). ALL INLET RISERS TO BE BOOTED PER BOOT DETAIL.
- ⑧ AREAS TO BE THICKENED TO 12" TO ALLOW FOR THE ANCHORAGE OF SIGNS (2 TOTAL). CITY TO FIELD DETERMINE LOCATION OF THICKENED AREAS.



	Patrel Engineering Group, Inc. 751 Sunny Grove Lane Gardena, California 91741 Ph: (310) 335-4302 Fax: (310) 335-4912	PRELIMINARY POND SYSTEM DETAILS FOR... <h2 style="margin: 0;">DECORATIVE POND</h2> at Charles H. Wilson Park Torrance, California	sheet... <h1 style="margin: 0;">p11</h1>
		SCALE 1" = 20' DRAWN DATE 11-11-09 JOB NO.	

### Limit of Existing Pond

#### Primary Liner:

THE PRIMARY LINER SHALL BE 30 MIL PVC (POLYVINYL CHLORIDE) AS MANUFACTURED BY "WATERSAVER INC." OR WATER FEATURE APPROVED EQUAL. THE LINER SHALL BE MANUFACTURED BY THE CALENDARING PROCESS AND SHALL BE UNIFORM IN COLOR, THICKNESS AND PANEL SIZE.

#### Secondary Liner:

THE SECONDARY LINER SHALL BE PER "DURA-SURF-2" CLEAR IN COLOR 6 MIL THICK AND SHALL BE LAID LOOSELY ATOP THE PRIMARY LINER WHEREVER THE PRIMARY LINER WOULD OTHERWISE COME IN CONTACT WITH THE CONCRETE VENEER OR WHERE SHOWN ON THIS DETAIL. THIS LINER MATERIAL SHALL BE AS MANUFACTURED BY "WATERSAVER INC." OR EQUAL.

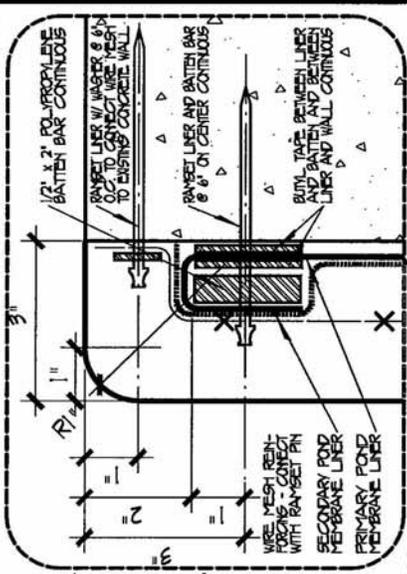
EXISTING FACE OF POND WALL SHALL BE SANDBLASTED CLEAN AND SMOOTH CONTINUOUS - ALL ROUGH EDGES SHALL BE GRIND SMOOTH TO RECEIVE THE LINER.

3" MIN. THICK CONCRETE VENEER REINFORCED WITH A SINGLE LAYER OF 1"x1" 200M OCTAGONAL WIRE MESH THRU-OUT POND LIMITS.

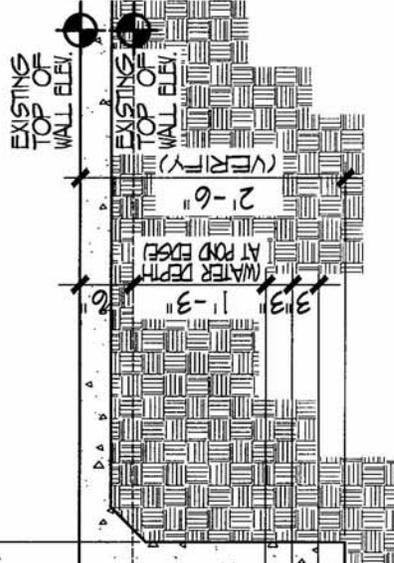
PRIMARY LINER LAID OVER PREPARED SUBGRADE AND APPLIED ON PREPARED WALL SURFACE.

SECONDARY LINER APPLIED OVER ALL SURFACES OF PRIMARY LINER (SHOWN AS DASHED LINE TYPICAL).

CAREFULLY PREPARED SUBGRADE TO RECEIVE MEMBRANE LINER.



Enlarged Detail at Attachment SCALE 1:1.2

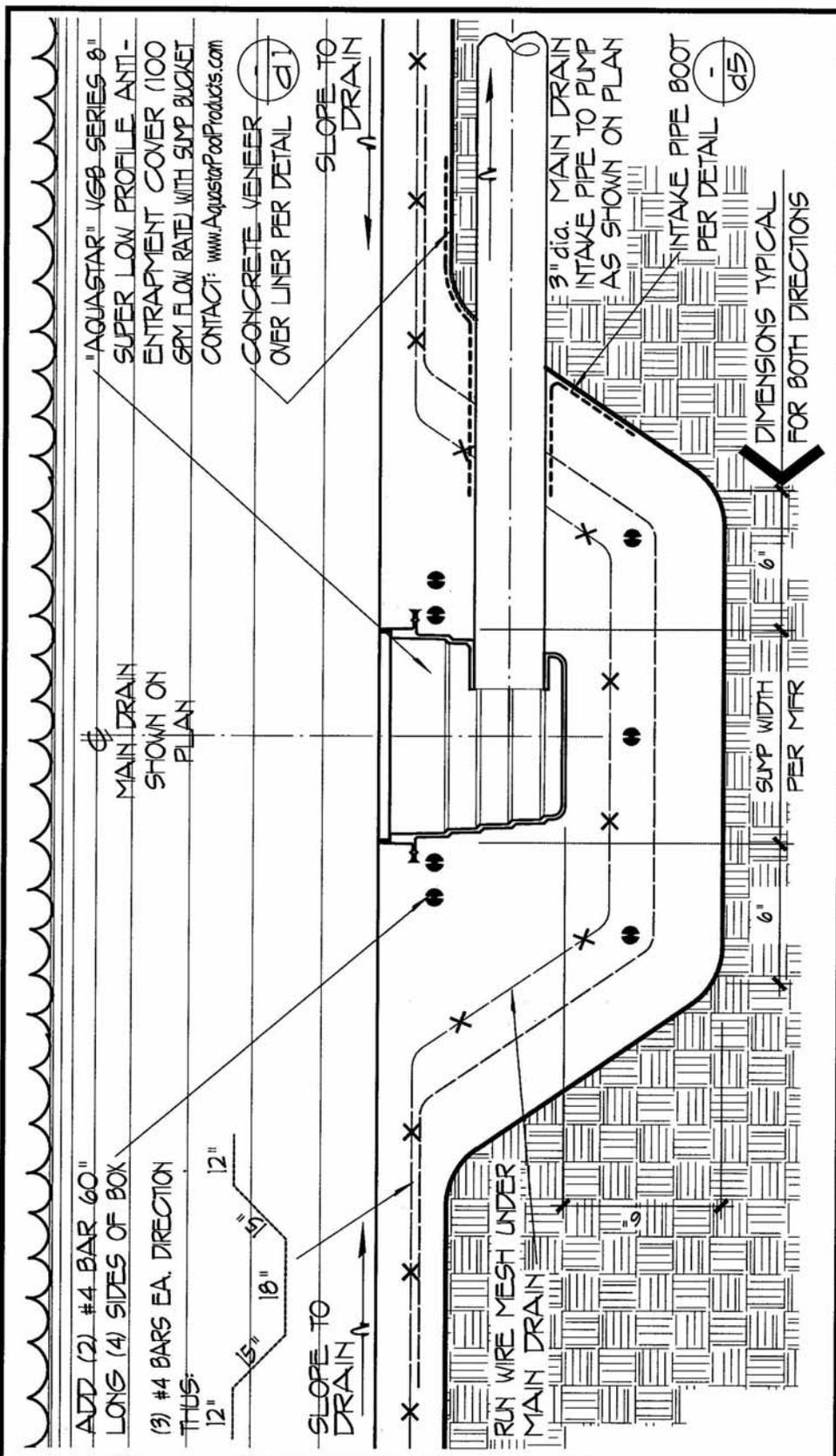


Patrel Engineering Group, Inc.  
 781 Sunity Grove Lane  
 Glendora, California 91741  
 P: (626) 336-4362  
 F: (626) 963-4912

PRELIMINARY POND SYSTEM DETAILS FOR ...  
**DECORATIVE POND**  
 at Charles H. Wilson Park  
 Torrance, California

NEW POND LINER SYSTEM DETAILS  
 Section thru Pond Edge

SCALE 1" = 1'-0"  
 DRAWN  
 DATE October 30, 2009  
 SHEET NO. **d1** of X sheets



"AQUASTAR" VGB SERIES 8" SUPER LOW PROFILE ANTI-ENTRAPMENT COVER (100 GPM FLOW RATE) WITH SUMP BUCKET CONTACT: [www.AquastarPoolProducts.com](http://www.AquastarPoolProducts.com)

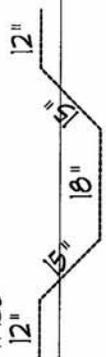
CONCRETE VENEER OVER LINER PER DETAIL (d1)

SLOPE TO DRAIN

MAIN DRAIN SHOWN ON PLAN

ADD (2) #4 BAR 60" LONG (4) SIDES OF BOX

(3) #4 BARS EA. DIRECTION THUS:



SLOPE TO DRAIN

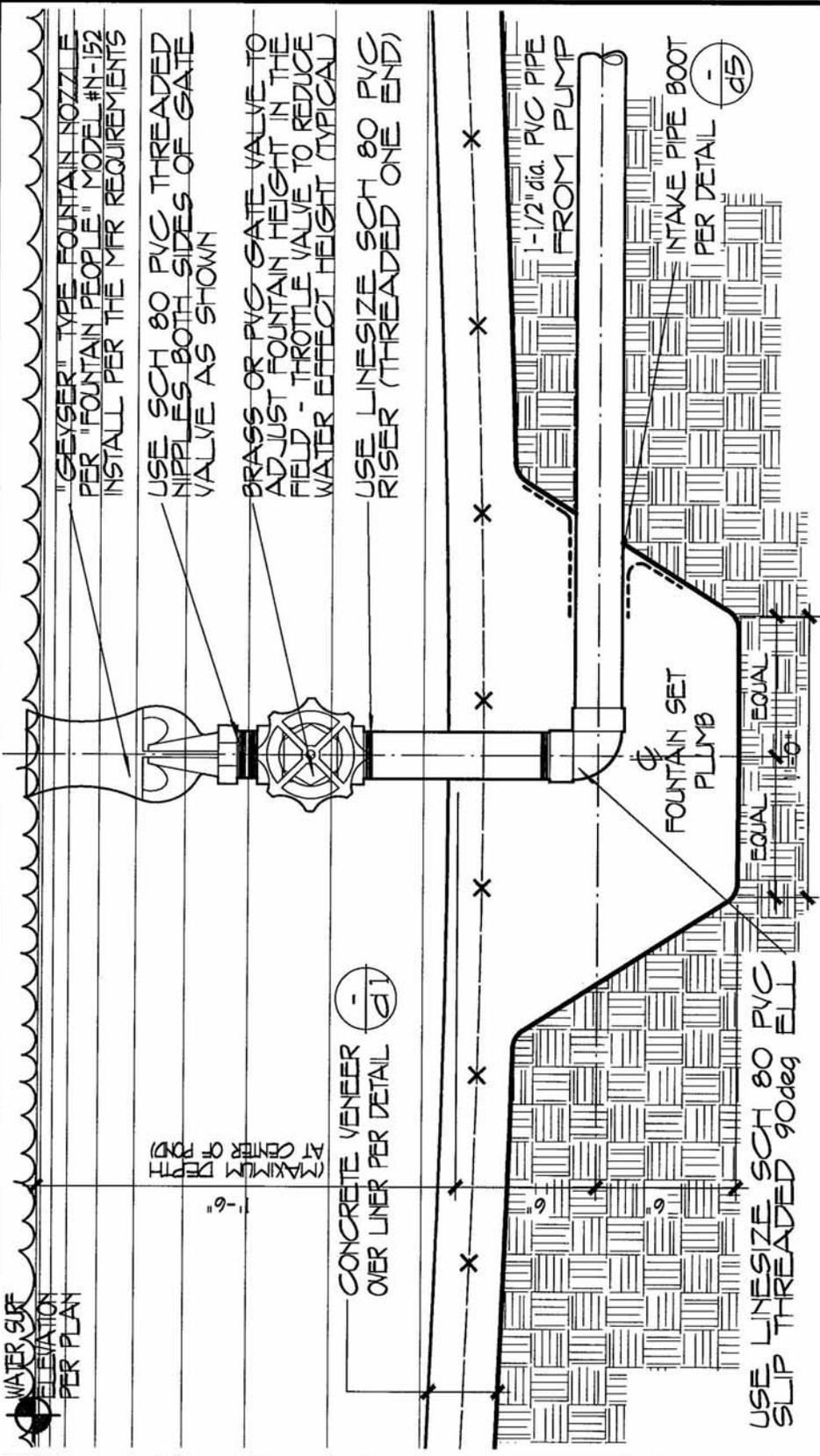
3" dia. MAIN DRAIN INTAKE PIPE TO PUMP AS SHOWN ON PLAN

INTAKE PIPE BOOT PER DETAIL (d5)

DIMENSIONS TYPICAL FOR BOTH DIRECTIONS

	PRELIMINARY POND SYSTEM DETAILS FOR... <b>DECORATIVE POND</b> <b>at Charles H. Wilson Park</b> Torrance, California	SCALE 3" = 1'-0" sheet... DRAWN DATE October 30, 2009 JOB NO.	<b>d2</b> of X sheets
	Patrel Engineering Group, Inc. 751 Sunny Grove Lane Glendora, California 91741 PH (626) 335-4302 FAX (626) 963-4572	New POND LINER SYSTEM DETAILS Pond Main Drain Detail	

WATER SURF  
ELEVATION  
PER PLAN



"GEYSER" TYPE FOUNTAIN NOZZLE  
PER "FOUNTAIN PEOPLE" MODEL #N-152  
INSTALL PER THE MFR REQUIREMENTS

USE SCH 80 PVC THREADED  
NIPPLES BOTH SIDES OF GATE  
VALVE AS SHOWN

BRASS OR PVC GATE VALVE TO  
ADJUST FOUNTAIN HEIGHT IN THE  
FIELD - THROTTLE VALVE TO REDUCE  
WATER EFFECT HEIGHT (TYPICAL)

USE LINESIZE SCH 80 PVC  
RISER (THREADED ONE END)

CONCRETE VENEER  
OVER LINER PER DETAIL (d1)

1-1/2" dia. PVC PIPE  
FROM PUMP

INTAKE PIPE BOOT  
PER DETAIL (d5)

FOUNTAIN SET  
PLUMB

USE LINESIZE SCH 80 PVC  
SLIP THREADED 90deg ELL

SCALE 9" = 1'-0" sheet . . . .  
DRAWN  
DATE October 30, 2009  
JOB NO.

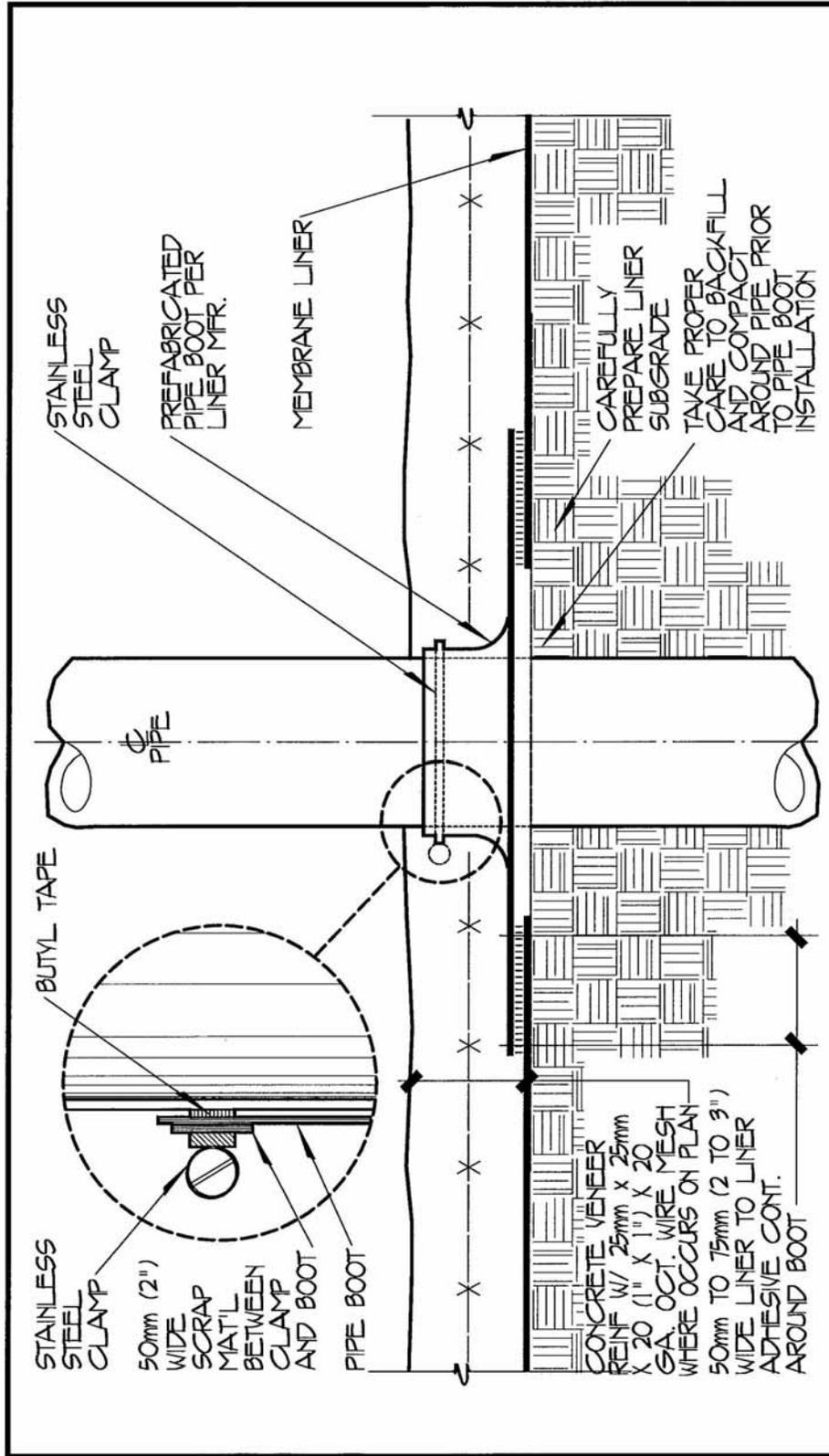
d3  
of X sheets

NEW POND LINER  
SYSTEM DETAILS  
Fountain Nozzle Detail

DECORATIVE POND  
at Charles H. Wilson Park  
Torrance, California

Patrel Engineering Group, Inc.  
761 Sundry Grove Lane  
Glendora, California 91741  
Ph (626) 336-4362  
Fax (626) 963-4912





	PRELIMINARY POND SYSTEM DETAILS FOR ...		SCALE 1/2" = 1'-0"	SHEET ...
	<b>DECORATIVE POND</b> <b>at Charles H. Wilson Park</b> Torrance, California		DRAWN DATE October 30, 2009 JOB NO.	<b>d5</b> of X sheets
Patrel Engineering Group, Inc. 751 Sunny Grove Lane Glendora, California 91741 PK (626) 335-4362 FAX (626) 963-4512		New POND LINER SYSTEM DETAILS <b>Pipe Boot Detail</b>		