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Public Notice

TORRANCE HERALD—321
CERTIFICATE FOR
TRANSACTION OF BUSINESS
UNDER FICTITIOUS NAME

THE UNDERSIGNED do hereby certify that they are conducting a garbage disposal repair and sales business located at 1426 W. 219th St., Torrance, California, under the fictitious firm name of A & K SERVICE and that said firm is composed of the following persons, whose names in full and places of residence are as follows, to-wit:

George H. Kern, 1426 W. 219th Street, Torrance, Calif.

Vernon J. Alford, 1426 W. 219th Street, Torrance, Calif.

WITNESS our hands this 27th day of September, 1955.

VERNON J. ALFORD
GEO. H. KERN

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

ON THIS 27th day of Sept. A.D. 1955, before me Jack D. Taylor, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Vernon J. Alford and George H. Kern, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

JACK D. TAYLOR
Notary Public in and for
said County and State.
(Seal) My Commission Expires
June 22, 1959

T-Sept. 29, Oct. 6, 13, 20, 1955.

TORRANCE HERALD—342
NOTICE TO BIDDERS

Notice is hereby given that the Board of Education, Torrance Unified School District, hereinafter called the District, will receive sealed proposals until 3:00 p.m., November 4, 1955, for the construction of an Addition to Alterations to Service Unit, Torrance Unified School District, located in Torrance, California.

Each bid will be in accordance with drawings, specifications and other contract documents prepared by Roy Donley, A.I.A., Architect, 8810 Melrose Avenue, Los Angeles 46, California, Phone: BRadshaw 2-8741.

Plans and specifications may be examined and obtained upon a deposit of $50.00 per set at the office of the Architect. Said deposit will be refunded upon the return of such copies in good condition within 5 days after bids are opened.

Each bid shall be made out on the forms as furnished by the Architect, and must be accompanied by a certified or cashier's check or bid bond for not less than five per cent (5%) of the amount of bid, made payable to the District.

The above-mentioned check or bond shall be given as a guarantee that the bidder will enter into contract if awarded the work, or any part thereof and will be declared forfeited if the successful bidder refuses to enter into contract after being requested to do so by the District.

Each bid shall be sealed and filed with the Assistant Superintendent-Business, on or before the time and date shown above. Bids will be opened and read in public in the office of Mr. S. E. Waldrip located at 2336 Plaza del Amo, Torrance, California.

Bids shall be submitted in triplicate.

In accordance with the Labor Code of the State of California, the District has ascertained the general prevailing rate of wages for each craft or type of workman needed to execute the contract which will be awarded the successful bidder.

These prevailing rates as contained in the specifications are as follows:

CLASSIFICATION	HOURLY WAGE RATE
*CARPENTERS	
Carpenter	$ 2.775
Floorlayer	2.975
Saw Filer	2.855
Table Power Saw Operator	2.855
*CEMENT MASONS	
Cement Mason	2.70
Cement Mason (Composition or Mastic)	2.82
Cement Floor Finishing Machine Operator	2.82
Bricklayer or Stone Mason	3.40
*IRON WORKERS	
Reinforcing Iron Worker	2.85
Structural Steel Iron Worker	3.10
*LABORERS	
Laborers, General or Construction	2.075
Operators and Tenders of pneumatic and electric tools, vibrating machines, and similar mechanical tools not separately classified herein	2.285
Cement Dumper (on 1 yd. or larger mixers and handling bulk cement)	2.285
Asphalt Raker and Ironer	2.285
Cutting Torch Operator (demolition)	2.125
Watchman	1.97
Sandblaster (Nozzleman)	2.525
Sandblaster (Pot Tender)	2.265
Sewer Pipe Layer (excluding Caulker)	2.385
Sewer Pipe Layer (using Caulking Tools)	2.265
Sewer Pipe Caulker—Cement Joints	2.125
Window Cleaner	2.225
*OPERATING ENGINEERS	
A-Frame, Boom or Winch Truck Operator	2.68
Air Compressor, Pump or Generator Operator	2.37
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator	2.68
Concrete Mobile Mixer Operator	2.82
Concrete Mixer Operator—Paving	2.91
Concrete Mixer Operator—Skip Type	2.52
Material Loader or Conveyor Operator	2.37
Motor Patrol Grader, including any type of power blade	2.82
Pavement Breaker, Hydro-Hammer, or similar type equipment	2.60
Roller Operator	2.60
Skip Loader—Wheel Type	2.82
Screed Operator	2.37
Tow Blade or Grader Operator	2.52
Tractor Pulling Shovel, Athey, Euclid, or similar type Front End Loader Operator	2.91
Tractor Operator—Bulldozer, Tamper, Scraper, Drag Type Shovel or similar type	2.68
Trenching Machine Operator	2.76
*TRUCK DRIVERS	
Drivers of Dump Trucks of less than 4 yds. water level	2.18
Drivers of Dump Trucks—4 yds. but less than 8 yds. water level	2.21
Drivers of Dump Trucks—8 yds. but less than 12 yds. water level	2.26
Drivers of Dump Trucks—12 yds. but less than 16 yds. water level	2.34
Drivers of Trucks legal payload capacity less than 6 tons	2.18
Drivers of Trucks legal payload capacity between 6 and 10 tons	2.21
Drivers of Trucks legal payload capacity between 10 and 15 tons	2.26
Drivers of Euclid Type Spreader Trucks	2.58
Drivers of Dumpster Trucks	2.56
Drivers of Transit-Mix Trucks—under 3 yds.	2.42
Drivers of Transit-Mix Trucks—3 yds. or more	2.56
Water Truck Driver—under 2500 gal.	2.22
Water Truck Driver—2500 gal. or more	2.36
Warehousemen and Teamsters	2.10
*ELECTRICIANS	
Electrician	3.20
LATHERS	
Metal Furring Lather	3.4375
Metal Furring Foreman	3.8875
Nail-On Lather	3.375
Nail-On Foreman	3.75
PAINTERS	
*Brush	2.73
*Spray Gun or Sandblaster	2.98
*Carpet Linoleum and Soft Tile Layer	3.01
*Glazier (plus 1 week paid vacation)	2.585
PLASTERERS	
*Plasterer Foreman	3.6875
*Plasterer	3.4375
*Plasterer Tender	3.1875
PLUMBERS AND FITTERS	
*Plumber—Foreman	3.50
*Plumber—Pipe or Lawn Sprinkler Fitter	3.25
*Plumber—Lead or Cement Caulker	3.25
ROOFERS	
*Roofer-Foreman	3.00
*Roofer	2.75
SHEET METAL	
*Sheet Metal Worker	3.00
TERRAZZO	
Terrazzo Base Machine Operator	2.715
Terrazzo Floor Machine Operator	2.45

*—Health and Welfare, etc.

Apprentices: May be employed in conformity with Section 1777.5 of the California Labor Code.

It shall be the duty upon the Contractor to whom the contract is awarded and upon all sub-contractors under him to pay not less than the prevailing wage scale in accordance with the provisions of the California Labor Code, to all workmen employed in the execution of this contract.

The successful bidder will be required to furnish a Labor and Material Bond in the amount equal to 100% of the contract price and a Faithful Performance Bond in an amount equal to 100% of the contract price. Said bonds shall be secured from surety companies satisfactory to the District.

The District reserves the right to reject any or all bids or to waive any irregularity in any bid and to determine the lowest responsible bidder.

No bidder may withdraw his bid, check or bid bond for a period of thirty (30) days after the date set for the opening thereof.

TORRANCE UNIFIED SCHOOL DISTRICT
By Sherman E. Waldrip, Ass't. Sup't.-Business

DATED: Oct. 11, 1955
Torrance, California
Subscribed and sworn to before me this 11th day of Oct., 1955.
(Seal) WALTER C. BRADFORD
Notary Public in and for the County
of Los Angeles, State of California

T—Oct. 13, 20, 1955

Public Notice

TORRANCE HERALD—344
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Torrance Planning Commission on November 2, 1955 at 7:00 p. m. in the Council Chambers, City Hall, Torrance, on the following matters:

CASE NO. 365: Petition of General Telephone Company of California for a Variance and Conditional Permit to construct a one-story addition to petitioner's existing central office telephone building located at 650 Palos Verdes Boulevard in Land Use Zone R-3 (Multiple Family Residential).

CASE NO. 366: Petition of Mrs. Mary McCallison, 2568 Sonoma, for a Variance and Conditional Permit to construct an addition onto the present dwelling converting the dwelling from a single family residence into a duplex, legally described as Lot 6, Block 7, Tract 2761; the North 105 feet of the West 100 feet of Lot 6 in Block 7, Tract 2761, as per map recorded in Book 28, page 32 of Maps, in the office of the recorder of Los Angeles County, California situated at 1604 Elm Avenue, Torrance, between Carson Street and Sonoma Avenue in Land Use Zone R-1 (Single Family Residence).

All persons interested in the above matters are requested to be present at the hearing or to submit their written approval or disapproval to the Secretary of the Torrance Planning Commission, 1523 Cravens Avenue, Torrance.

TORRANCE PLANNING
COMMISSION
George Powell, Director.

T-Oct. 20, 1955.

TORRANCE HERALD—345
NOTICE OF DISSOLUTION
OF PARTNERSHIP

Public notice is hereby given that B. R. Meek and Forrest Simmons, heretofore doing business under the fictitious firm name and style of SIMMONS PLUMBING CO., at 1757 First Street, Hermosa Beach, California, County of Los Angeles, State of California, did on the 18th day of October, 1955, by mutual consent, dissolve the said partnership and terminate their relations as partners therein.

Further notice is hereby given that the undersigned will not be responsible, from this day on, for any obligations incurred by the above named person or in the name of the firm herein mentioned.

Dated at Torrance, California, this 18th day of October, 1955.

B. R. MEEK

T-Oct. 20, 1955.

NEW POWER! Short Stroke power in *every* model . . . and at no extra cost! New '56 engines give you power increases up to 26%. You get rolling faster, have more reserve power!

NEW SAFETY and COMFORT! New *Driverized* Cab comfort, plus the protection of Ford's exclusive safety features . . . new Lifeguard steering wheel, and door latches!

NEW CARRYING CAPACITY throughout the line. New Ford F-500 "1½-tonner," for example, has new 15,000-lb. GVW—an increase of 1,000 lbs.!

More Horsepower per Dollar*

in new FORD TRUCKS for '56

Ford Trucks for '56 give you a choice of *eight* modern Short Stroke engines—seven Y-8's and a Six—from 133 to 200 h.p.! Only Ford has *Superior* Short Stroke power in *every* truck!

The result: less power waste, greater gas savings, less wear on moving parts, longer, lower-cost engine life.

Choose from over 280 models—from Pickups to BIG JOBS!

Shown: new Ford F-100 8-ft. Express. Gives you more *usable* power, Y-8 or Six, than any other truck in its class. It *looks* the leader, too!

*PROOF! Comparisons of all makes of trucks, based on net horsepower and suggested list prices, show that Ford gives you more power for your money than any other truck line.

F.C.A.

Treat yourself to America's easiest-driving Pickup—with Fordomatic!†

†Optional at extra cost.

Only Ford gives you all these new and exclusive features

Ford Trucks are first with *safety first* in new *Driverized* Cabs! Only Ford gives you so many safety features . . . tubeless tires *now standard on all models.*

In no other truck engine will you find the complete *combination* of sodium-cooled exhaust valves, self-sealing intake valves, and other long-life features that you get in today's heavy-duty Ford Truck engines.

*NEW! 8-ft. F-100 Express for bulky loads, available at small extra cost. Also, popular 6½-ft. Pickup standard. GVW rating 5,000 lbs.

NEW! 12-volt electrical system for better cold-weather starting, improved high-speed performance, greater electrical reserve.

NEW! Master-Guide Power Steering now available on most conventional *and* Cab Forward BIG JOBS. Standard on many Ford Tandems!

NEW! Full-wrap *rear* window for easier backing, parking, maneuvering. Low extra cost. New full-wrap windshield . . . almost 1,000 square inches BIG, is standard.

OSCAR MAPLES INC.
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TOP TV! NOEL COWARD ★ MARY MARTIN ★ ON FORD STAR JUBILEE, SATURDAY, OCTOBER 22

Public Notice

TORRANCE HERALD—327
NOTICE OF SALE OF FRANCHISE TO CONSTRUCT, ERECT, MAINTAIN, OPERATE, REPAIR, RENEW, CHANGE THE SIZE OF AND REMOVE PIPE LINES, NOT TO EXCEED SIXTEEN INCHES (16") IN DIAMETER, FOR THE TRANSPORTATION OF OIL, PETROLEUM, GAS, GASOLINE OR OTHER HYDROCARBON SUBSTANCES OR WATER IN THE CITY OF TORRANCE.

TO WHOM IT MAY CONCERN:

Notice is hereby given that an application has been made to the City Council of the City of Torrance by Standard Gas Company, an Idaho corporation, for a franchise for a period of twenty-five (25) years from and after the effective date of the Ordinance granting said franchise to construct, erect, maintain, operate, repair, renew, change the size of and remove pipe lines not to exceed sixteen inches (16") in internal diameter, for the transportation of oil, petroleum, gas, gasoline or other hydrocarbon substances or water in, under, along and across the public streets, highways and alleys within the City of Torrance, County of Los Angeles, State of California, described as follows:

Nabonne Avenue from the center-line of Sepulveda Boulevard to 230th Street; Arlington Avenue from Santa Fe Avenue to the center-line of Sepulveda Boulevard; Sepulveda Boulevard within the intersection of Arlington Avenue and Narbonne Avenue.

It is proposed by the City Council to offer for sale and grant the said franchise to the highest cash bidder upon the terms and conditions hereinafter set forth. The franchise is described in Articles 1 to 24, inclusive, following: (As used herein the words "the franchise" mean the franchise to be granted, if any, as a result of this notice. The words "this ordinance" mean the ordinance granting the franchise advertised by this notice.)

ARTICLE 1
NATURE OF FRANCHISE

There is hereby granted to _____ hereinafter referred to as "Grantee", for the term of twenty-five (25) years from and after date of this ordinance, subject, however, to all the limitations and restrictions herein contained, the right and privilege and franchise to construct, erect, maintain, operate, repair, renew, change the size of and remove pipe lines, not to exceed sixteen inches (16") in internal diameter, for the transportation of oil, petroleum, gas, gasoline or other hydrocarbon substances or water in, under, along and across the public streets, highways and alleys (hereinafter for convenience collectively referred to as "streets") in the City of Torrance, as follows:

Nabonne Avenue from the center-line of Sepulveda Boulevard to 230th Street; Arlington Avenue from Santa Fe Avenue to the center-line of Sepulveda Boulevard; Sepulveda Boulevard within the intersection of Arlington Avenue and Narbonne Avenue.

This franchise shall include the right, for the period and subject to the conditions hereinafter set forth, to maintain, operate, repair, renew and change the size of the pipe line system, if any, now located in and already laid and constructed in said streets.

ARTICLE 2
APPURTENANCES

The grantee shall have the right to construct and maintain such transmanholes, conduits, valves, appliances, attachments and appurtenances (hereinafter for convenience collectively referred to as "appurtenances") as may be necessary or convenient for the proper maintenance and operation of the pipe lines under said franchise, and said appurtenances shall be kept flush with the surface of the streets and so located as to conform to any order of the City Engineer of the City of Torrance (hereinafter referred to as the "City Engineer") in regard thereto and not to interfere with the use of the street for travel. The Grantee shall have the right subject to such ordinances, rules or regulations as are now or may hereafter be in force, to make all necessary excavations in said highways, for the construction and repair of said pipe lines and appurtenances.

ARTICLE 3
LOCATION OF PIPELINES

So far as is practicable, said pipe lines shall be located along the edge or shoulder of the streets or in the parking areas adjacent thereto so as not unreasonably to disturb the flow of traffic and where possible shall be laid in the unpaved portion of the street. If the pipe lines shall be laid across or along the paved portion of a street, the repair of the street, after the pipe lines have been laid, may be made by the City at the expense of the Grantee, and upon the presentation of a bill therefor, the Grantee shall pay the same at once. The amount so chargeable to the Grantee shall be the actual cost of such repair plus fifteen percent (15%) thereof.

ARTICLE 4
CONSTRUCTION OF PIPELINES

A. Terms of Construction. The pipe lines and appurtenances constructed or maintained under the provisions of this franchise shall be constructed and maintained in a good, workmanlike manner and in conformity with all the ordinances, rules or regulations now or hereafter adopted or prescribed by the City Council. All pipes laid under said franchise shall be of first class material, and no pipe laid under this franchise shall exceed sixteen inches (16") in internal diameter.

B. Restoration of Streets. The work of construction, maintaining or repairing all pipes, pipe lines and appurtenances shall be conducted with the least possible hindrance to the use of the street for purposes of travel, and as soon as such work is completed, all portions of the streets which have been opened or otherwise damaged thereby shall be placed in as good condition as they were before the commencement of such work, to the satisfaction of the City Engineer.

ARTICLE 5
COMMENCEMENT OF CONSTRUCTION

The Grantee, in good faith, shall commence the work of laying the pipe lines and appurtenances within four months from the date of the passage of the ordinance granting this franchise, and if such pipe lines be not so commenced within said time, this franchise shall be declared forfeited; provided, however, that if the Grantee is maintaining and operating an existing pipe line system over the route described in Article 2 hereof, it shall be deemed to be in compliance with the foregoing. The Grantee shall not commence the construction of any pipe lines under the provision of this franchise or add to such existing pipe line system, if any there be, until it first shall have obtained a permit therefor from the City Engineer. The application of the Grantee shall show the following facts: the length and proposed location of the pipe line proposed to be laid or constructed, the size and description of the pipe intended to be used, and such other facts as the City Engineer may require. The Grantee shall pay any and all inspection fees of the City. Upon the completion of the construction of any pipe lines constructed pursuant to said franchise, the Grantee shall render a statement to the City Clerk of the City of Torrance (hereinafter referred to as the "City Clerk"), showing in detail the permit or permits issued and the total length of pipe line, the construction of which was authorized under such permit or permits, and the total length of pipe line actually laid, and the Grantee shall accompany said report with payment to the City Clerk for the pipe lines which have been actually constructed under said franchise at the rate of One Dollar ($1.00) per rod.

ARTICLE 6
MAPS AND DATA TO BE FURNISHED

Within ninety (90) days following the date in which any pipe lines or additional pipe lines have been laid or constructed under this franchise, the Grantee shall file a map or maps in such form as may be required by the City Engineer showing the accurate location and size of all its facilities then in place, and shall, upon installation of any additional facilities, or upon removal, change, or abandonment of all or any portion thereof, file a revised map or maps showing the location and size of all such additions, removals or abandoned facilities as of that date. If cathodic protection is to be used for facilities installed or maintained pursuant to this franchise, a description of the protective devices shall be furnished to the City Engineer which shall show the location and type of anodes, including a description of methods to be used as a protection against corrosion and electrolytic leakage.

ARTICLE 7
COMPENSATION TO THE CITY

A. Amount of Fee. As consideration, for the franchise hereby granted, the Grantee shall pay annually to the City in lawful money of the United States, within twenty (20) days after the end of each calendar year, a fee computed by first multiplying one-half a cent by the average internal diameter in inches of any pipe laid pursuant to the franchise or subject thereto and then by multiplying the product thereof by the length of the said pipe in feet.

B. Computation of Payments. Such payments shall be computed from the commencement of this franchise and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment "in place" authorized by the City, and until the Grantee shall have fully complied with all the provisions of this ordinance and of all other applicable provisions of law or ordinance relative to such abandonments. All such payments shall be made to the City Clerk and if made by check, shall be made payable to the City of Torrance. In the event of installation or abandonment of facilities with the approval of the City as aforesaid, or of a connection provided, or in the event of removal of such facilities by the Grantee, the payments herein provided for as fees for occupancy of the streets by such facilities shall be pro-rated for the calendar year in which such installation, removal or abandonment occurs as of the end of the calendar month in which installed, removed or abandoned.

PROVIDED, HOWEVER, that the amount of each annual payment shall be revised at the time of payment in accordance with the following formula:

If the "Wholesale (Primary Market) Price Index, All Commodities" prepared by the United States Bureau of Labor Statistics, Department of Labor, for the last calendar month ending more than ninety (90) days prior to the date on which payment to the City shall be due pursuant to this Article shall stand at a number (using prices prevailing during the years 1947-49, inclusive, as a base of 100) then payment to the City shall be made at the rates hereinabove specified.

If the said index for said calendar month shall stand at other than 110 then the rate of payment to the City shall vary from said hereinabove rate in direct proportion as said index has increased or decreased from 110.

If the United States Department of Labor, Bureau of Labor Statistics, shall revise the said index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

If the United States Department of Labor, Bureau of Labor Statistics, shall discontinue the preparation of a wholesale price index using prices prevailing in the years 1947-49, inclusive, as a base of 100, and if no comparable position table prepared by the Bureau of Labor Statistics is available applicable to said years of 1947-49, inclusive, then the amount of each annual payment shall be computed as otherwise provided in this Article 7 without reference to this provision.

ARTICLE 8
EMERGENCY EQUIPMENT AND CREWS

At all times during the term of this franchise, the Grantee shall maintain on a twenty-four (24) hour a day basis adequate emergency equipment and a properly trained emergency crew within a radius of twenty-five (25) miles from any facilities installed or maintained pursuant hereto for the purpose of shutting off the pressure and the flow of contents of such facilities in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood or other cause.

ARTICLE 9
BREAKS OR LEAKS

If any portion of any street shall be damaged by reason of breaks or leaks in any pipe or conduit constructed under this franchise, the Grantee thereof shall, at its own expense, immediately following written or oral notification thereof, repair any such damage and put such street in as good condition as it was in before such break or leak, to the satisfaction of City Engineer.

ARTICLE 10
REARRANGEMENT OF FACILITIES

A. Expense of Grantee.

(1) If any of the Grantee's facilities shall endanger the public in the use of the public streets or interfere with or obstruct the use of any street by the public or for public purposes, the City shall have the right to require the Grantee, at the Grantee's expense, to move, alter or relocate the same (hereinafter called "rearrangement") to avoid such danger, interference or obstruction, in conformity with the written notice of the City Engineer.

(2) Whenever, during the existence of this franchise, the City, in the exercise of its governmental authority, as distinguished from its proprietary capacity, shall change the grade, width or location of any street, or improve any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water or other pipes, or construct any pedestrian tunnels, or other work of the City, (the right to do all of which is specifically reserved to the City without any admission on its part that it would not otherwise have such rights) and such work shall, in the opinion of the City Engineer, render necessary any change in the position or location of any facilities of the Grantee in the street, including the support thereof, while such work is being done or performed, the Grantee shall, at its own cost and expense, do any and all things to effect such change in position, or location, in conformity with the written notice of the City Engineer; provided, however, that the City shall not require the Grantee to remove its conduits or lines entirely from such street.

(3) In case the Grantee shall fail to commence work in compliance with such written notice within thirty (30) days after service of same upon the Grantee, unless the Grantee shall be unable to comply with such notice by reason of strikes, riots, acts of God, or acts of public enemies), the City Engineer may cause the work required in said notice to be done by the City or, at the election of the City, by a private contractor. The Grantee agrees to pay the costs thereof within ten (10) days after delivery to him of an itemized bill therefor to it, or its local agent, or manager. The cost of doing said work shall be considered the actual cost, plus fifteen per cent (15%) thereof for overhead. If the Grantee is dissatisfied with any determination of the City Manager to review the said work, he may petition the City Manager to review the same within ten (10) days after such determination. The decision of the City Manager thereon shall be final and conclusive.

B. Expense of Others.

(1) The City shall have the right to require the Grantee to rearrange any part of the Grantee's facilities for the accommodation of the City or of any person, firm or corporation when such rearrangement is done for the accommodation of any water, electric, gas or other utility system now or hereafter owned or operated by the City. Such arrangement shall be at the City's expense.

(2) When such rearrangement is done for the accommodation of any person, firm or corporation other than one of said utility systems owned or operated by the City the cost of such arrangement shall be borne by the accommodated party. Such accommodated party, in advance of such arrangement, shall deposit with the Grantee or the City Clerk a corporate surety bond in an amount as, in the reasonable discretion of the City Engineer, shall be required to pay the costs of such rearrangement and such accommodated party shall execute an instrument agreeing to indemnify and hold harmless the Grantee from any and all damages or claims caused by such rearrangement.

(3) The rearrangements referred to in sub-sections (1) and (2) of Section B of this Article 10 shall be accomplished in conformity with the written notice of the City Engineer. In case the Grantee shall fail to commence work in compliance with such written notice within thirty (30) days after service of same upon the Grantee (unless the Grantee shall be unable to comply with such notice by reason of strikes, riots, acts of God, or acts of public enemies), the Grantee shall be dissatisfied with any determination of the City Engineer permitted by this section, the Grantee may petition the City Manager to review the same within ten (10) days after such determination. The decision of the City Manager thereon shall be final and conclusive.

ARTICLE 11
REMOVAL OR ABANDONMENT OF FACILITIES

At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of its facilities or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City Engineer for authority to remove its facilities in place, or (2) to remove all, or a portion, of such facilities. Such application shall describe the facilities desired to be abandoned by reference to the map or maps required by Article 6 of this ordinance and shall also describe with reasonable accuracy the relative physical condition of such facilities. Thereupon, the City Engineer shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public increased by such abandonment or removal. If proposed abandonment or removal may be safely effected and shall thereupon be given permission and such requirements as shall be specified in the City Engineer's order, and within ninety (90) days thereafter, to either:

(a) Remove all, or a portion, of such facilities, or

(b) Abandon in place all, or a portion, of such facilities.

If any facilities to be abandoned in place are subject to such conditions shall not be abandoned in accordance with all such conditions, then the City Engineer may make additional appropriate orders, including, if he deems desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements. In the event the Grantee shall fail to remove any facilities which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the City Engineer, then the City may remove such facilities at the Grantee's expense and the Grantee shall pay to the City the actual cost thereof to the City plus fifteen per cent (15%) for overhead.

ARTICLE 12
COMPLETION OF WORK

Whenever the Grantee fails to complete any work required of the Grantee by the terms of this franchise within the time limits required hereby, the City may cause such work to be completed by the City or, at the election of the City, by a private contractor. The Grantee agrees to pay to the City within ten (10) days after delivery of an itemized bill covering the cost of performing such work, an amount equal to fifteen per cent (15%) thereof for overhead. If the Grantee is dissatisfied with the determination of said amount, it may petition the City Manager to review the same within ten (10) days after such determination. The decision of the City Manager shall be final and conclusive.

ARTICLE 13
BOND

This franchise is granted on the condition that the Grantee has now and shall at all times during the life of this franchise keep on file with the City a bond in the sum of One Thousand Dollars ($1,000.00) executed by a reputable indemnity company entitled to do business in the State of California. The said bond shall contain the conditions that the Grantee shall well and truly observe, fulfill and perform each and every term and condition of this franchise, and that in case of any breach of condition of said bond the whole amount of the sum herein named shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and from the sureties upon said bond. The provision of this Article 13 shall not exempt the Grantee from compliance with any of the laws of the City in force during the term hereof which require the Grantee to post a bond other than the bond required by this Article 13.

ARTICLE 14
INSURANCE

The Grantee, if it has not already done so, shall procure and keep in effect throughout the term of this franchise a policy or policies of liability insurance from an insurance company authorized to do business in California in the amount not less than $100,000 for any person and $300,000 for any accident and $25,000 for property damage. Said policy or policies shall name the City, its agents and employees as co-insured with the Grantee. A certified copy thereof shall be filed in the Office of the City Clerk of the City of Torrance at the request of the City Clerk.

ARTICLE 15
INDEMNIFICATON BY GRANTEE

The Grantee, by the acceptance hereof, agrees to keep and save free and harmless the City, its officers, agents, and/or employees against any and all claims, demands, or causes of action which may be asserted, prosecuted or established against them, or any of them, for damage to persons, or property, of whatsoever nature, arising out of the use by it of the City streets hereunder or arising out of any of the operations or activities of the Grantee pursuant to this franchise, whether such damage shall be caused by negligence or otherwise, excepting therefrom, however, any claim, demand or cause of action which may be asserted, prosecuted or established against the City under the provision of the Workmen's Compensation Act for injury to, or the death of any of City's officers, agents, or employees while acting within the scope of their employment.

ARTICLE 16
ASSIGNMENT

The Grantee shall not sell, lease, or assign this franchise, or the rights or privileges granted hereby, or any of them, without the consent of the City Council nor shall this franchise be sold, leased or assigned except by a duly executed instrument in writing filed in the office of the City Clerk; and nothing in this franchise contained shall be construed to grant to the Grantee any right to sell, lease, or assign this franchise, or any of the rights or privileges hereby granted, except in the manner aforesaid.

Public Notice

ARTICLE 17
FORFEITURE

In the event that the Grantee shall default in the performance of any of the terms, covenants or conditions herein, the City may give written notice to the Grantee of such breach or default. In the event that such breach or default is not cured within thirty (30) days after said notice, the City may declare this franchise forfeited, and may exclude the Grantee from further use of the streets of the City under this franchise, and the Grantee shall thereupon surrender all rights in and to this franchise, and it shall be deemed and shall remain null, void and of no effect. No provision hereinbefore made for the purpose of securing the enforcement of the terms and conditions of this franchise shall be deemed an exclusive remedy, or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies and procedure herein outlined or provided, including termination of the franchise, shall be deemed to be cumulative.

ARTICLE 18
SUPERSEDURE

This franchise shall be in lieu of any like franchise, if any, heretofore granted by the City to the Grantee and such other franchise, if any, shall be deemed to be and shall be repealed as of the date upon which the grant of this franchise is effective as to a grantee under such other franchise, and the rights, liabilities and obligations of such grantee under such other franchise shall thereupon cease and terminate. Should the foregoing be applicable to the grant of this franchise, the Grantee shall pay to the City any and all amounts accrued prior to the effective date of this franchise under such other franchise so repealed, but shall be credited for such amounts in the form required by such other franchise filed not later than ninety days after this ordinance becomes effective. Payment of such amounts shall be made with the filing of such statement.

ARTICLE 19
SCOPE OF RESERVATION

Nothing herein contained shall ever be construed so as to release the Grantee from compliance with all ordinances of the City now in effect or which may hereafter be adopted, which are not inconsistent with the terms of this franchise. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made, or as limiting such rights as the City may now or hereafter have in law.

ARTICLE 20
NOTICES

Any notice required to be given under the terms of this franchise shall be mailed to the Grantee if no address is specifically provided for, may be served as follows:

Upon the City by serving the City Manager, or the City Clerk personally, or by addressing a written notice to the City Clerk of the City of Torrance, City Hall, 1511 Cravens Avenue, Torrance, California, and depositing such notice in the United States mail, postage prepaid.

Upon the Grantee by addressing a written notice to Grantee, addressed to _____ California (or such other address as may from time to time be furnished in writing by one party to the other) and depositing such notice in the United States mail, postage prepaid).

When the service of any such notice is made by mail, the time of such notice shall begin with and run from the date of the deposit of same in the United States mail.

ARTICLE 21
SUCCESSORS

The terms herein shall inure to the benefit of, or shall bind, as the case may be, the successors and assigns of the parties hereto, subject, however, to the provisions of Article 15.

ARTICLE 22
RESTRICTION ON SERVICE

The Grantee shall not use any of the lines laid pursuant to the provisions of this franchise for the purpose of acting as a public utility.

ARTICLE 23
ACCEPTANCE OF FRANCHISE

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the grantee must, within thirty (30) days after the passage of the ordinance granting such franchise, file with the City Clerk of the City of Torrance a written acceptance of such terms and conditions.

ARTICLE 24
FRANCHISE TO BE STRICTLY CONSTRUED AGAINST GRANTEE

This franchise is granted upon each and every condition herein contained and shall ever be strictly construed against Grantee. Nothing shall pass hereby unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of this franchise.

Notice is hereby given that sealed bids in writing for said franchise will be received by the City Clerk for and on behalf of the City Council at the offices of the City Clerk of the City of Torrance up to 8:00 o'clock P.M. of the 22nd day of November, 1955.

The bids received will be opened at the meeting of the City Council of the City of Torrance at 8:00 o'clock P.M. of the 22nd day of November, 1955. All bids must be for the payment of a stated sum in lawful money of the United States. The franchise will be struck off and awarded to the person, firm or corporation making the highest cash bid therefor, provided, that at the time of the opening of the bids any responsible person, firm or corporation present or represented may bid for the franchise or privilege a sum not less than 10 per cent above the highest sealed bid therefor, and the bid so made may be raised not less than 10 per cent by any other responsible bidder, and the bidding may so continue until the franchise is finally struck off, sold and awarded to the highest bidder therefor in lawful money of the United States.

Each sealed bid shall be accompanied with cash or a certified check payable to the City Treasurer of the City of Torrance for the full amount of the bid, and no sealed bid shall be considered unless the cash or check is enclosed therewith. The successful bidder shall deposit at least 10 per cent of the amount of his bid with the City Clerk of the City of Torrance before the franchise is struck off to him. If he fails to make the deposit immediately his bid shall not be received, and is void, and the franchise shall then and there be again offered for sale to the bidder who makes the highest case bid therefor, subject to the same conditions as to deposit. This procedure shall be had until the franchise is struck off and awarded to a bidder who makes the necessary deposit of at least 10 per cent of the amount of his bid.

The successful bidder shall deposit with the City Clerk of the City of Torrance within twenty-four (24) hours of the acceptance of his bid, the remaining 90 per cent of the amount thereof. If the bidder fails to deposit with the City Clerk of the City of Torrance the remaining 90 per cent of his bid within twenty-four (24) hours after its acceptance, the award to him of the franchise shall be set aside, the deposit made by him shall be forfeited and no further proceedings for the sale of the franchise shall be had unless it is readvertised and again offered for sale.

The successful bidder for the franchise shall within five (5) days after the franchise is awarded file with the City Council of the City of Torrance a bond running to the City of Torrance in the penal sum of One Thousand Dollars ($1,000), executed by a reputable indemnity company entitled to do business in the State, and conditioned that such bidder shall well and truly observe, fulfill and perform each term and condition of the franchise, and that in case of any breach of condition of the bond the whole amount of the penal sum therein named shall be deemed to be liquidated damages, and shall be recoverable from the principal and sureties upon the bond. Upon the filing and approval of the bond the franchise shall be granted by ordinance to the person, firm, or corporation to whom it has been struck off, sold, or awarded. If the bond is not so filed, the award of the franchise shall be set aside, and any money paid therefor shall be forfeited.

A. H. BARTLETT
City Clerk of the City
of Torrance

T-Oct. 6, 13, 20, 27, 1955.