CITY OF MERCED

CONSTRUCTION CONTRACT

PROJECT #117039

G STREET IMPROVEMENTS - CHILDS AVENUE TO 13TH STREET & ALLEYS 11TH TO 13TH STREET

1. Parties and Date.

	20th		EComota
This Contract is made and entered into this			
by and between the City of Merced,	a public agency	of the State o	of California
("City") and Rolfe Construction Inc., a California			
business at 3573 Southern Pacific Avenue, Atwa	iter, CA 95301 (("Contractor")	. City and
Contractor are sometimes individually referred to as	"Party" and collec	tively as "Pa	rties" in this
Contract.			

2. Recitals.

- 2.1 <u>City</u>. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.
- 2.2 <u>Contractor</u>. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing services such as:
 - Removal and construction of asphalt concrete, curb and gutter, sidewalk, ADA ramps driveway and alley approaches.
 - Water main removal and installation
 - Sewer main removal and installation
 - Removal and replacement of Water Meters
 - · Removal and replacement of Sewer Laterals; and
 - Replacement Traffic striping and pavement markings.

related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: Class A

- 2.3 <u>Project.</u> City desires to engage Contractor to render such services for the **G Street** Improvements Childs Avenue to 13th Street & Alleys 11TH to 13TH Street, Project Number 117039, as set forth in this Contract.
- 2.4 <u>Project Documents & Certifications</u>. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. Terms

- 3.1 <u>Incorporation of Documents</u>. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications, and documents therein, and attachments and addenda thereto:
 - Services/Schedule (Exhibit "A")
 - Plans and Specifications (Exhibit "B")
 - Special Conditions (Exhibit "C")
 - Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
 - Public Works Contractor Registration Certification (Exhibit "E")
 - Payment and Performance Bonds (Exhibit "F")
 - Addenda
 - Change Orders executed by the City
 - 2015 Edition of the State Standard Specifications
 - Notice Inviting Bids, if any
 - Instructions to Bidders, if any
 - Contractor's Bid
- 3.2 <u>Contractor's Basic Obligation; Scope of Work.</u> Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.
- 3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.
- 3.2.2 <u>Substitutions/"Or Equal"</u>. Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for

certain materials, processes, and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

- 3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **85 working days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **\$1,900 per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.
- 3.4 <u>Standard of Performance; Performance of Employees.</u> Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work

necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

- 3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
- 3.6 <u>City's Basic Obligation</u>. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

- 3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Two million five hundred thirty-one thousand three hundred seventy one** Dollars (\$2,531,371.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.
- 3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.
- 3.7.3 <u>Prompt Payment</u>. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.
- 3.7.4 <u>Contract Retentions</u>. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All

Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

- 3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.
- 3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.
- 3.7.7 <u>Title to Work</u>. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.
- 3.7.8 <u>Labor and Material Releases</u>. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.
- 3.7.9 <u>Prevailing Wages</u>. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"

projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

- 3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.
- 3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.
- 3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- 3.7.13 <u>Contractor and Subcontractor Registration</u>. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a

bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 <u>Labor Compliance</u>; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area, or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

- 3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- 3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- 3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.
- 3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.
- 3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.
- 3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment: adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

- 3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.8.4 <u>Permits and Licenses</u>. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.
- 3.8.5 <u>Trenching Work.</u> If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 3.8.6 <u>Hazardous Materials and Differing Conditions</u>. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.
- 3.8.7 <u>Underground Utility Facilities</u>. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall

not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

- 3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
- 3.8.9 <u>State Recycling Mandates</u>. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.
- 3.9 <u>Completion of Work.</u> When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

- 3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.
- 3.10.2 <u>Claims</u>. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, 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, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment

for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

- 3.10.3 <u>Supporting Documentation</u>. The Contractor shall submit all claims in the following format:
- 3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
 - 3.10.3.2 List of documents relating to claim:
 - (A) Specifications
 - (B) Drawings
 - (C) Clarifications (Requests for Information)
 - (D) Schedules
 - (E) Other
 - 3.10.3.3 Chronology of events and correspondence
 - 3.10.3.4 Analysis of claim merit
 - 3.10.3.5 Analysis of claim cost
 - 3.10.3.6 Time impact analysis in CPM format
- 3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.
- 3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*
- 3.10.4 <u>City's Response</u>. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.
- 3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

- 3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.
- 3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- 3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- 3.10.6 Mediation. Within 10 business days following the conclusion of the meet and conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
- 3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- 3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- 3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- 3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- 3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her

written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

- 3.10.8 <u>Civil Actions</u>. The following procedures are established for all civil actions filed to resolve claims subject to this Section:
- 3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- 3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- 3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- 3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.
- 3.10.10 <u>Non-Waiver</u>. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.
- 3.11 <u>Loss and Damage</u>. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City.

3.12 Indemnification.

- 3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.
- 3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

- 3.13.1 <u>Time for Compliance</u>. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.
- 3.13.2 <u>Minimum Requirements</u>. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:
- 3.13.2.1 <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office

Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

- 3.13.2.2 <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than: (1) *General Liability:* \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* \$5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.
- 3.13.3 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:
- 3.13.3.1 <u>General Liability</u>. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.
- 3.13.3.2 <u>Automobile Liability</u>. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.
- 3.13.3.3 <u>Workers' Compensation and Employer's Liability Coverage.</u>
 The insurer shall agree to waive all rights of subrogation against the City, its officials, employees,

agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

- 3.13.3.4 <u>All Coverages</u>. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.
- 3.13.4 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.
- 3.13.5 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- 3.13.6 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- 3.13.7 <u>Verification of Coverage</u>. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.13.8 <u>Subcontractors</u>. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.
- 3.13.9 <u>Reporting of Claims</u>. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 <u>Payment Bond</u>. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the

City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

- 3.14.2 <u>Performance Bond</u>. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.
- 3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.
- 3.14.4 <u>Surety Qualifications</u>. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.
- Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract. commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the

City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

- 3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.
- 3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 3.16.3 <u>Verification of Employment Eligibility</u>. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

- 3.17.1 <u>City's Representative</u>. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- 3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

- 3.17.3 <u>Termination</u>. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.
- 3.17.4 <u>Contract Interpretation</u>. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.
- 3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.
- 3.17.6 <u>Notices</u>. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Rolfe Construction Inc. 3573 Southern Pacific Ave. Atwater, CA 95301

Dennis Rolfe, Owner/President

CITY:

City of Merced 678 W. 18th Street Merced, California 95340 Attn: Mr. Michael R. Beltran II, PE City Engineer

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 3.17.7 <u>Time of Essence</u>. Time is of the essence in the performance of this Contract.
- 3.17.8 <u>Assignment Forbidden</u>. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.
- 3.17.9 <u>No Third-Party Beneficiaries</u>. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 3.17.10 <u>Laws, Venue, and Attorneys' Fees.</u> This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Merced, State of California.
- 3.17.11 <u>Counterparts</u>. This Contract may be executed in counterparts, each of which shall constitute an original.
- 3.17.12 <u>Successors</u>. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

- 3.17.14 <u>Solicitation</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.
- 3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

- 3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- 3.17.17 <u>Authority to Enter Contract</u>. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.
- 3.17.18 <u>Entire Contract; Modification</u>. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.
- 3.17.19 <u>Non-Waiver</u>. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.
- 3.17.20 <u>City's Right to Employ Other Contractors</u>. City reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR CONSTRUCTION CONTRACT BETWEEN THE CITY OF MERCED AND TAYLOR BACKHOE SERVICE, INC. DBA TBS CONTRACTORS

IN WITNESS WHEREOF, the Partie	s have entered into this Agreement as of the
CITY OF MERCED	Rolfe Construction Inc.
By: June Guenter for By Stephanie Dietz City Manager Its	0
By: Deputy City Clerk	ORPORATED ASR
APPROVED AS TO FORM:	Rolfe Construction Inc. Contractor Printed Name
By: Wall 1/2 1/2 By	y: Contractor licensed in accordance with an act

providing for the registration of contractors.

301837 ACCOUNT DATA:

PO# 144069

Taxpayer ID No.: 20-8138588

Project No.: 117039

Vendor No.: 864

Project Account Number(s) / Amount

Address: 3573 Southern Pacific Ave.

Atwater, CA 95301

061-1126-637-65-00 \$ 191,000.00

450-1104-637-65-00 \$ 993,145.79 hone:

(209) 358-5548

563-1107-637-65-00 \$ 674,636.00

557-1100-637-65-00 \$ 672,589.24

(209) 357-2916

Email:

(SEAL)

mail@rolfeconstruction.biz

Funds available. W 1/4/22

FL 1/5/22

EXHIBIT "A"

SERVICES / SCHEDULE

The work to be performed includes but not limited to the grinding and disposal of asphalt paving, installation of 3-inch asphalt paving, ADA ramps, sidewalk, curb & gutter, alley and commercial approaches, water and sewer main installations, removal and replacement of water meters and sewer laterals and traffic markings.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, City of Merced Standard Designs and the Special Provisions shall be performed, placed, constructed or installed.

The project is located on G Street, from Childs Avenue to 13th Street & Alleys 11th to 13th Street in the City of Merced, California. Bids are required for the entire work described herein.

NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY		UNIT PRICE	ı	TEM TOTAL
	Schedule A - Road Improve	ements					
1	Permits, Bonds, Licenses & Insurance	LS	1	\$	23,140.00	\$	23,140.00
2	Public Convenience and Safety	LS	1	\$	7,662.00	\$	7,662.00
3	Water Pollution Control	LS	1	\$	16,753.00	\$	16,753.00
4	Street Sweeping	LS	1	\$	5,000.00	\$	5,000.00
5	Surveying Services	LS	1	\$	7,450.00	\$	7,450.00
	Monumentation	EA	4	\$	2,080.00	\$	8,320.00
	Survey Monument Wells	EA	5	\$	390.00	\$	1,950.00
8	Portable Changeable Message Signs	EA	6	\$	2,167.00	\$	13,002.00
	Clearing and Grubbing	LS	1	\$	13,234.00	Ś	13,234.00
	Project Funding Signs	EA	4	\$	1,229.00	\$	4,916.00
	Remove Asphalt & Aggregate Base	SF	300	\$	9.60	\$	2,880.00
	Pulverize Asphalt Pavement/FDR Process	SF	111,700	\$	1.60	\$	178,720.00
	Remove Curb and Gutter	LF	255	\$	34.00	\$	8,670.00
		SF	6,860	\$	1.80	\$	12,348.00
	Remove Concrete (Driveway, Alley Way, Valley Gutter, Sidewalk and H/C Ramp)	EA	1	\$	21,723.00	\$	21,723.00
	Remove & Replace Fire Hydrant Assembly	EA	3	\$	685.00	\$	2,055.00
	Remove and Relocate Sign			-		-	
	Remove Tree	EA	8	\$	1,193.00	\$	9,544.00
	Remove 8-Inch Water Main	LF	2,750	\$	8.00	\$	22,000.00
	Remove 10-Inch Water Main	LF	20	\$	199.00	\$	3,980.00
-	Remove 12-Inch Water Main	LF	15	\$	352.00	\$	5,280.00
	Asphalt Pavement Patch (3" AC/11"AB)	SF	320	\$	39.00	\$	12,480.00
	Asphalt Pavement Patch (4" AC/15.5"AB)	SF	456	\$	24.50	\$	11,172.00
	Asphalt Pavement Patch (5" AC/20.5"AB)	SF	60	\$	160.50	\$	9,630.00
	3" Asphalt Concrete FDR Wear Course	SF	111,700	\$	2.30	\$	256,910.00
	Install Concrete Sidewalk and Handicap Ramp	SF	1,172	\$	32.00	\$	37,504.00
	Concrete Curb and Gutter	LF	50	\$	225.00	\$	11,250.00
27	Concrete Driveway/Alley Approach and Valley Gutter	SF	5,524	\$	13.50	\$	74,574.00
28	Residential Driveway	SF	1,196	\$	24.50	\$	29,302.00
29	Install 6-Inch Water Main	LF	89	\$	124.00	\$	11,036.00
30	Install 8-Inch Water Main	LF	34	\$	269.00	\$	9,146.00
31	Install 10-Inch Water Main	LF	20	\$	276.00	\$	5,520.00
32	Install 12-Inch Water Main	LF	15	\$	520.00	\$	7,800.00
33	Install 6-Inch Water Valve	EA	2	\$	1,300.00	\$	2,600.00
34	Install 8-Inch Water Valve	EA	5	\$	2,084.00	\$	10,420.00
35	Install 10-Inch Water Valve	EA	2	\$	5,586.00	\$	11,172.00
36	New 1-Inch Water Service and Box	EA	4	\$	3,240.00	\$	12,960.00
37	Abandon 4" Water Main	LS	1	\$	4,628.00	\$	4,628.00
	Reconnect 8-Inch Irrigation Line	LS	1	\$	5,278.00	\$	5,278.00
	Remove and Replace Storm Drain Lid	LS	1	\$	2,704.00	\$	2,704.00
	Install Storm Drain/Sanitary Sewer Manhole	EA	1	\$	6,500.00	\$	6,500.00
	Install New Tree Wells	EA	14	\$	4,169.00	\$	58,366.00
	Signal Detector Loops w/2070 Controller	LS	1	\$	30,518.00	_	30,518.00
	Traffic Stripes and Pavement Markings	LS	1	\$	97,168.00	-	97,168.00
	Hydrant Pavement Markers	EA	3	\$	33.00	-	99.00
	Adjust Utility Boxes to Grade	EA	3	\$	1,760.00	_	5,280.00
	Restoration	LS	1	\$	19,890.00	_	19,890.00
	Astroturf Landscaping	SF	31,460	\$	7.50	-	235,950.00
7/		OTAL BID SCHE		_		-	

	Schedule B - Sewer Main Repla	cement			
1	Permits, Bonds, Licenses & Insurance	LS	1	\$ 23,140.00	\$ 23,140.00
2	Public Convenience & Safety	LS	1	\$ 7,662.00	\$ 7,662.00
3	Water Pollution Control	LS	1	\$ 16,753.00	\$ 16,753.00
4	Street Sweeping	LS	1	\$ 5,000.00	\$ 5,000.00
5	Surveying Services	LS	1	\$ 7,450.00	\$ 7,450.00
6	Monumentation	EA	2	\$ 2,080.00	\$ 4,160.00
7	Abandon 6-Inch Water Main	LS	1	\$ 21,190.00	\$ 21,190.00
8	Abandon Water Valve	EA	6	\$ 772.00	\$ 4,632.00
9	Remove Water Meter Box	EA	31	\$ 824.00	\$ 25,544.00
10	Remove and Replace Fire Hydrant	EA	3	\$ 14,832.00	\$ 44,496.00
11	Remove Concrete Sidewalk & Alley Approach	SF	1817	\$ 4.00	\$ 7,268.00
12	Remove Asphalt Concrete	SF	13641	\$ 2.00	\$ 27,282.00
13	Disconnect from Existing Water System	EA	2	\$ 5,135.00	\$ 10,270.00
14	Remove 6-Inch Sanitary Sewer Main	LF	911	\$ 15.00	\$ 13,665.00

15	Remove 48-Inch Sewer Manhole	EA	3	\$	1,265.00	\$ 3,795.00
16	Remove Tree	EA	1	\$	3,536.00	\$ 3,536.00
17	8-Inch C900 Water Main	LF	976	\$	62.50	\$ 61,000.00
18	8-Inch Gate Valve	EA	3	\$	2,314.00	\$ 6,942.00
19	10-inch Gate Valve	EA	3	\$	3,140.00	\$ 9,420.00
20	New 1" Water Service and Box	EA	25	\$	1,668.00	\$ 41,700.00
21	New 1-1/2" Water Service and Box	EA	6	\$	3,154.00	\$ 18,924.00
22	Pressure Testing and Disinfection	LS	1	\$	17 ,082.00	\$ 17,082.00
23	Connection to Existing Water System	EA	2	\$	5,785.00	\$ 11,570.00
24	Asphalt Concrete (2.5"/6"AB/6" Subgrade)	SF	13,641	\$	7.00	\$ 95,487.00
25	4" Concrete Sidewalk	SF	251	\$	16.00	\$ 4,016.00
26	Concrete Alley Approach	SF	1,561	\$	20.00	\$ 31,220.00
27	Sanitary Sewer Bypass Pumping	L\$	1	\$	8,606.00	\$ 8,606.00
28	Install 6" SDR-26 Sanitary Sewer Main	LF	911_	\$	36.00	\$ 32,796.00
29	Standard 48" Sanitary Sewer Manhole	EA	3	\$	4,147.00	\$ 12,441.00
30	Install Valley Gutter	SF	2421	\$	16.00	\$ 38,736.00
31	Pavement Markers	EA	3	\$	309.00	\$ 927.00
32	Install Sanitary Sewer Lateral	EA	32	\$	1,356.00	\$ 43,392.00
33	Restoration	LS	1	\$	14,534.00	\$ 14,534.00
	TC	TAL BID SCHE	DULE "B" ITE	MS 1	THROUGH 33:	\$ 674,636.00

	Schedule C - Water Main Replacement						
1	Permits, Bonds, Licenses & Insurance	LS	1	\$	23,140.00	\$	23,140.00
2	Public Convenience & Safety	LS	1	\$	7,662.00	\$	7,662.00
3	Water Pollution Control	LS	1	\$	16,753.00	\$	16,753.00
4	Street Sweeping	LS	1	\$	5,000.00	\$	5,000.00
5	Surveying Services	LS	1	\$	7,450.00	\$	7,450.00
6	Monumentation	EA	3	\$	2,080.00	\$	6,240.00
7	Abandon Existing 6" Water Main	LS	1	\$	17,862.00	\$	17,862.00
8	Abandon Existing Water Valve	EA	6	\$	1,096.00	\$	6,576.00
9	Remove Existing Water Meter Box	EA	34	\$	1,189.00	\$	40,426.00
10	Remove and Replace Fire Hydrant	EA	3	\$	13,402.00	\$	40,206.00
11	Remove Concrete Sidewalk	SF	257	\$	12.00	\$	3,084.00
12	Remove Concrete Alley Approach	SF	1,972	\$	4.50	\$	8,874.00
13	Remove Asphalt Concrete	SF	4,014	\$	5.00	\$	20,070.00
14	Disconnect from Existing Water System	EA	2	\$	5,460.00	\$	10,920.00
15	8" C900 Water Main	LF	1,338	\$	28.50	\$	38,133.00
16	8" Gate Valve	EA	5	\$	2,306.00	\$	11,530.00
17	10" Gate Valve	EA	2	\$	5,586.00	\$	11,172.00
18	New 1" Water Service and Box	EA	29	\$	1,697.00	\$	49,213.00
19	New 1-1/2" Water Service and Box	EA	5	\$	4,799.00	\$	23,995.00
20	Connection to Existing Water System	EA	3	\$	4,386.00	\$	13,158.00
21	Pressure Testing and Disinfection	LS	1	\$	16,603.00	\$	16,603.00
22	Sanitary Sewer Lateral	EA	19	\$	1,204.00	\$	22,876.00
23	4" Concrete Sidewalk	SF	257	\$	19.00	\$	4,883.00
24	Concrete Alley Approach	SF	1,765	\$	19.00	\$	3 3,535.00
25	Asphalt Concrete(2.5"/6"AB/6" Subgrade)	SF	4,014	\$	12.50	\$	50,175.00
26	Pavement Markers	EA	3	\$	33.00	\$	99.00
27	Restoration	LS	1	\$	13,234.00	\$	13,234.00
28	16" Gate Valve	EA	1	\$	5,382.00	\$	5,382.00
		TOTAL BID SCH	EDULE "C" IT	EMS 1	THROUGH 28:	\$	508,251.00
		TC	OTAL CONS	rruc	TION COST	\$	2,531,371.00

EXHIBIT "B" PLANS AND SPECIFICATIONS

DEPARTMENT OF PUBLIC WORKS (ENGINEERING PROJECTS AND STANDARDS)

PROJECT NUMBER 117039 G STREET IMPROVEMENTS – CHILDS AVENUE TO 13TH STREET & ALLEYS 11TH TO 13TH STREET



SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the State Specifications dated 2015, and the Standard Plans dated 2015, of the Department of Transportation insofar as the same may apply and in accordance with the following General Conditions and Technical Specifications.

In case of conflict between the State Specifications and these General Conditions and Technical Specifications, the General Conditions and Technical Specifications shall take precedence over and be used in lieu of the conflicting portions.

1-1.01 DEFINITIONS AND TERMS.

Section 1 of the Standard Specifications shall take precedence over and bus used with the following exceptions:

<u>California Department of Transportation</u>. The State of California, Business, Transportation and Housing Agency, Department of Transportation (Caltrans).

<u>City Attorney</u>. The City Attorney of the City of Merced, State of California, acting either directly or through properly authorized agents, such agents, acting within the scope of the particular duties entrusted to them.

<u>City Standards</u>. The supplementary reference standards referring to the City of Merced Standard Designs of Common Engineering Structures, latest edition.

Department. The City Council of the City of Merced, State of California.

<u>Director</u>. The City Council of the City of Merced, State of California.

<u>Electrical Code</u>. 2016 California Electrical Code based on National Electrical Code, 2014 Edition.

<u>Engineer</u>. The City Engineer of the City of Merced, State of California, acting either directly or through properly authorized agents, such agents, acting within the scope of the particular duties entrusted to them.

(Section 1-1. 07B "Engineer" of the State Specifications) is amended to read as follows:

The term Engineer refers to the City Engineer of the City of Merced, State of California, acting either directly or through properly authorized agents, such agents, acting within the scope of the particular duties entrusted to them. For the purpose of this contract, an agent of the Engineer is not properly authorized unless the Contractor has received written confirmation from the Engineer of the agent's duties and authority.

<u>Laboratory</u>. The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

Owner. The City of Merced.

P.G.&E. Pacific Gas and Electric Company

State. The City of Merced

State Highway Engineer. The City Engineer of the City of Merced, State of California.

<u>Standard Specifications</u>. Means the 2015 Edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

<u>State Standard Plans</u>. The supplementary reference plans referring to the "State of California, Business, Transportation and Housing Agency, Department of Transportation, State Standard Plans dated 2015," as amended.

<u>Transportation Building</u>. City Hall, City of Merced, State of California.

<u>Work</u>. All the work specified, indicated, shown or implied in the plans and/or contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL.

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these General Conditions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the Proposal.

In accordance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-collusion Affidavit.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL.

The bidder's attention is directed to the provisions in Section 3 of the Standard Specifications and these General Conditions for the requirements and conditions concerning award and execution of contract. Section 3-1.04, "Contract Award," of the Standard Specifications is amended to read:

3-1.01 Award of Contract. -- The right is reserved by the City of Merced to reject any and all proposals. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within forty-five (45) days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the Agency may award the contract to the second lowest responsible bidder. Such award, if made, will be made within sixty (60) days after the opening of proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the Agency may award the contract to the third lowest responsible bidder. Such award, if made, will be made within ninety (90) days after the opening of the proposals. The periods of time specified above within which the award of the contract may be made shall be subject to extension for such further period as may be agreed upon, in writing, between the City of Merced and the bidder concerned.

All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done and the unit prices or lump sums bid on the proposal.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these General Conditions.

The Contractor shall begin work within 15 calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration of 85 working days.

The Contractor shall pay to the City of Merced the sum of \$1900.00 per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

PRE-CONSTRUCTION CONFERENCE. Prior to the issuance of the Notice to Proceed, a preconstruction conference will be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

ARCHAEOLOGICAL DISCOVERIES. All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

COMPLETION AND ACCEPTANCE. When the Engineer has made the final inspection and determines that the contract has been completed in all respects in accordance with the plans and specifications, he will record a "Notice of Completion" and accept the work. Except as provided for in the "Guaranty," upon recording of said "Notice of Completion," the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereof; and the Contractor shall be relieved of his responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the Engineer, except for injury or damage which is the result of defective materials or workmanship by the Contractor. The Contractor shall submit "as-built drawings" as part of the requirements for project completion.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION.

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 PREVAILING WAGE.

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.03 ARBITRATION.

The last paragraph in Section 9-1.22, "Arbitration," of the Standard Specifications is amended to read:

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Engineer on the claim.

5-1.04 NOTICE OF POTENTIAL CLAIM.

Section 5-1.43, " Potential Claims and Dispute Resolution," of the Standard Specifications is amended to read:

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 5-1.43 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.05, "Changes and Extra Work," or Section 8-1.05, "Time," or the notice provisions in Section 4-1.06, "Differing Site Conditions," or Section 8-1.10, "Liquidated Damages," or Section 5-1.36D, "Nonhighway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 (See Appendix) and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 5-1.43 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 he 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 filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Engineer that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Engineer to be pertinent to the potential claim, available to the Engineer for inspection and copying.

5-1.05 PARTIAL PAYMENTS.

The last paragraph of Section 9-1.16, "Progress Payments," of the Standard Specifications is amended to read:

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

5-1.06 PAYMENT OF WITHHELD FUNDS.

Alternatively, and subject to the approval of the Engineer, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the Engineer under subdivision (c) of Section 10263 of the Public Contract Code, the Engineer will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retention with the escrow agent in excess of the coverage provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code. This paragraph shall not be applicable to payments deposited on or after January 1, 1997.

5-1.07 FINAL PAYMENT AND CLAIMS.

Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications is amended to read: 9-1.17D Final Payment and Claims. -- After acceptance by the Engineer, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4 1.05, "Changes and Extra Work," 8 1.05, "Time," 8 1.10, "Liquidated Damages," 4-1.06, "Differing Site Conditions," 5-1.36D, " Nonhighway Facilities," and 5-1.43, "Potential Claims and Dispute Resolution," unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 5-1.27, "Records," and 9-1.21, "Clerical Errors."

If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 5-1.27, "Records," and 9 1.21, "Clerical Errors."

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

	-
(Name)	
(Title)	of
(Company)	9

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought,

Dated		
/s/		
Subscribed and sworn before me this	day of	
Notary Public		
My Commission Expires		

and is fully documented and supported under the contract between parties.

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

The Director which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said Director will review such claims and make a written recommendation thereon to the Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided in Sections 5-1.27, "Records," and 9 1.21, "Clerical Errors."

5-1.08 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the

Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.09 PAYMENTS.

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these General Conditions. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.10 ENCROACHMENT PERMIT.

A City of Merced Encroachment Permit will be required at no cost to the Contractor.

5-1.11 DIFFERING SITE CONDITIONS.

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if known physical conditions of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5-1.12 SUSPENSION OF WORK.

In addition to the requirements specified in Section 8-1.06, "Suspensions," of the Standard Specifications, the following shall apply:

5-1.20A SUSPENSIONS OF WORK ORDERED BY THE ENGINEER. -- If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation or contract time or additional compensation and contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or cost and time for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

Any contract adjustment warranted due to the suspension of work ordered by the Engineer will be made in the same manner as provided for right-of-way delays in Section 8-1.07 "Delays," of the Standard Specifications.

5-1.13 PUBLIC SAFETY.

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these General Conditions.

Except for installing, maintaining, and removing traffic control devices, whenever work is performed, or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)

Work Areas

Over 45

within six feet of a traffic

lane but not on a traffic lane.

Within three feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Full compensation for conforming to the requirements in this section, "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed, therefore.

5-1.14 SURFACE MINING AND RECLAMATION ACT.

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

5-1.15 SOUND CONTROL REQUIREMENTS.

Sound control shall conform to the provisions in Section 14-8, "Noise and Vibrations," of the Standard Specifications and these Special Provisions.

The contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

35 to 45

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without a muffler

5-1.16 SURVEY SERVICE.

Section 2-9.2 is hereby amended to read as follows:

SURVEYING SERVICES:

The Contractor will arrange for performance of all survey work and construction layout and will be responsible for the accuracy of surveying adequate for construction. All survey work will be performed by a Land Surveyor licensed to practice in the State of California and will be subject to approval by the Engineer. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Surveyor at no charge to the City.

Construction stakes will be set and stationed by the Surveyor for control of curbs, road centerlines, headers, sewers, storm drains, structures, and rough grade. The station information, point elevation, and a corresponding cut or fill to the finished grade (or flow line) shall be indicated on a lathe or where appropriate next to the grade stake. A grade sheet shall be submitted to the Engineer. Curb and gutter stakes will be at 4 stakes per 100 feet (every 25 feet) plus, at all grade breaks, angle points and at beginning and ending points on curves, and at quarter points on curb returns. Sanitary and storm sewer stakes to be at 50-foot maximum stations, all angle points, beginning and ending of curves and at all manholes. In addition, all storm sewer catch basins will be staked. Any variations must be approved in writing by the Engineer. If laser controls are to be used, the Contractor will submit a survey control proposal to the Engineer for approval.

MONUMENTATION:

As of the date of the start of Notice to Proceed (NTP), all survey monuments as shown on record maps and on the project plans of the job site shall be the responsibility of the General Contractor.

If a survey monument is destroyed after the NTP, the Contractor shall be responsible for the replacement of the monument.

A survey monument will be considered destroyed that has been:

- Moved more than 0.02 ft in any direction from the ties provided by and certified to by the Contractor's Licensed Land Surveyor
- Broken.
- Disturbed to a point that the survey monument's position is no longer fixed or stable.
- Removed from the ground for any reason.
- Vertically adjusted without the written authorization of the City Engineer.

Where all or part of a project is within the City of Merced limits, the Contractor shall adhere to the

City of Merced Survey Monument specification – M-5 - SURVEY MONUMENTATION for those monuments that are part of the project within the city limits.

CONSTRUCTION DETAILS

GENERAL

Adjustment of survey monuments shall be completed under the direction of a Land Surveyor licensed to practice in the State of California. The City Engineer shall be provided with the final positional data (both horizontal and/or vertical), along with certification by the Land Surveyor supervising the work that the position of adjusted monument meets the specification that the horizontal position is maintained within 0.01 ft of the original position of the monument and/or that the vertical position shall be within 0.006 ft relative to the measured difference between the original and the final adjusted vertical position of the monument.

DESTROYED SURVEY MONUMENT

Any survey monument that is destroyed after the date of the start of work, and the responsible party is unclear or not determinable, the monument shall be replaced by the City of Merced, unless otherwise approved by the City Engineer, and there shall be a \$2000 deduction from the cost of the contract in favor of the City of Merced.

BASIS OF PAYMENT

GENERAL ALL ITEMS

This item shall include the cost of: related survey work; preparation and submittal of survey data; excavation; furnishing and installing concrete and select granular backfill; and furnishing all labor, material and equipment necessary to complete the work. Payment will be made at the each price bid as follows: Fifty (50) percent of the price will be paid upon completion of the installation and acceptance of the work. The remaining fifty (50) percent will not be paid until all of the required certification record information has been submitted to and approved by the City Engineer. Failure to correct any erroneous or incomplete information will result in the Contractor absorbing all the cost for the City to hire a Land Surveyor to complete any or all the remaining survey work.

REMOVE EXISTING SURVEY MONUMENT

This item shall include the cost of: removing, cleaning and storing existing monument, frame and cover; making arrangement for pickup; and disposal of damaged or unusable monument, frame and cover.

INSTALL NEW MONUMENT FRAME AND COVER

This item shall include the cost of purchasing and installing the new frame and cover; removing and disposing existing frame and cover.

RESET EXISTING MONUMENT FRAME AND COVER

This item shall include the cost of removing, cleaning, and resetting existing frame and cover.

VERTICAL ADJUSTMENT OF EXISTING SURVEY MONUMENT

The unit price bid shall include the cost of: removing, cleaning, and reinstalling existing frame

and cover; cutting off top of existing survey monument; reestablishing the point of elevation and the theoretical position value. The unit price shall also include the filing of all necessary documents with the proper agencies.

5-1.17 SHOP DRAWINGS.

Section 5-1.17 "Shop Drawings" of the Standard Specifications for Public Works Construction is not reproduced below. It is, however, incorporated herein in its entirety, by this reference, and is amended only to the extent that the following paragraphs are added thereto:

1) The contract plans shall be supplemented by such shop drawings prepared by the contractor as are necessary to adequately control the work. Such shop drawings shall be subject to approval insofar as the details affect the character of the finished work but details of design will be left to the contractor who shall be responsible for the successful construction of the work. No change shall be made by the contractor in any shop drawing after it has been approved by the Engineer.

Shop drawings for method of protection of pedestrian and vehicle traffic in the work area and for other temporary work and methods of construction the contractor proposes to use will be required.

2) Virtual Project Manager

The City is utilizing Virtual Project Manager (VPM), an internet based, project data management system. The contractor is required to utilize this system that shall be provided at no cost to the contractor. For additional information, VPM can be accessed on-line at www.virtual-pm.com/. The use of VPM will require a computer, internet service and document scanning capability. The following apply:

- The contractor's costs for complying with this project management requirement (including, but not limited to: staff time, electronic equipment, internet service) shall be considered as included in the lump sum for *Bid Item No. 1 Permits, Bonds and Licenses* and no separate payment shall be made.
- The City shall issue to the contractor Username and Passwords for VPM login access. The contractor shall furnish to the City for authorized staff: first name, last name, address, title, office phone number, cell phone number, and email address. The City is responsible for adding and removing users from the system and establishing read, write, and approval permission levels. The City does not object to subcontractors being added to authorized VPM users, however, the primary contractor shall be responsible for all VPM data transfer, regardless of VPM submitter. The City reserves the right to revoke authorization for any user for the duration of the contract.
- The contractor shall utilize VPM for all submittals, Request-for-Information (RFIs), schedules, etc. (refer to VPM "modules" on their website). Exceptions are as otherwise called out in the specifications (for example: project close out "as-built" red-lined drawings and manufacturers instruction/maintenance manuals in three-ring binders). Contractor's

invoices shall be submitted in hard copy to the City per specification SECTION 9-PAYMENT of the State Spec.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIAL.

The California Department of Transportation maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time. Said listing of approved prequalified and tested signing and delineation materials and products cover the following:

MATERIALS AND PRODUCTS

Temporary pavement markers
Striping and pavement marking tape
Pavement markers, reflective and non-reflective
Flexible Class 1 delineators and channelizers
Railing and barrier delineators
Sign sheeting and base materials
Reflective sheeting for barricades
Reflective sheeting for channelizers
Reflective sheeting for markers and delineators
Reflective sheeting for traffic cone sleeves

None of the above signing and delineation materials and products shall be used in the work unless such material or product is listed on the California Department of Transportation's List of Approved Traffic Products. A Certificate of Compliance shall be furnished as specified in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation materials or product conforms to the prequalified testing and approval of the California Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the California Department of transportation may elect to perform. The following is a listing of approved prequalified and tested signing and delineation materials and products:

PAVEMENT MARKERS, PERMANENT TYPE

Reflective Pavement Markers Apex (4x4) Ray-O-Lite, Models SS, RS, and AA (4x4) Stimsonite 88 (4x4)

Reflective Pavement Markers with Abrasion -Resistant Surface

Stimsonite 911 (4x4)

Stimsonite 944 SB (2x 4) - Formerly Model 947

Stimsonite 948 (2.3x4.7)

Non-Reflective Pavement Markers for use with Epoxy or Bituminous Adhesive

Apex Universal, Ceramic

Ferro Corporation, Permark (Ceramic)

Highway Ceramics, Inc., Ceramic

Safety Signs, Inc. "Safety Dot" Model SD4 (Polyester)

Traffic Control Signs Co., Titan, TM40W/Y (Polyester)

Non-Reflective Pavement Markers for use with only Bituminous Adhesive

Edco, Models A 1107 and AY 1108 (ABS)

Valterra Products - P20-2000W and P20-20001Y (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Pavement Markers for long term day/night use (6 months or less)

Astro Optics Model TPM (4x4)

Flex-O-Lite Model RCM (4x4)

Stimsonite 66 (4x4)

Stimsonite 66GB (4x4)

Swareflex 3557/3558 (4x4)

Temporary Pavement Markers for short term day/night use (14 days or less)

Astro Optics Model TPM (4x4)

Davidson T>O>M> (Flexible)

Flex-O-Lite Model RCM (4x4)

Stimsonite 66 (4x4)

Stimsonite 66GB (4x4)

Swareflex 3002/3004 (4x4)

Swareflex 3557/3558 (4x4)

Valterra Products 1280/1281 Series with Reflexite PC-1000 Sheeting

3M Scotch-Lane A200 Pavement Marking System

Temporary Pavement Markers for short term day/night use (14 days or less) at seal coat locations

Davidson T.R.P.M. with Reflexite PC-1000 Sheeting

Valterra Products 1280/1281 Series with Reflexite PC-1000 Sheeting

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

Brite-Line Series 1000

Swarco Industries "Director"

3M Stamark Brand Pliant Polymer Grade Series 5730

3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (for use on low volume roads)

Temporary Removable Construction Grade Striping and Pavement Marking Tape

Advanced Traffic Marking ATM Series 200

Brite-Line Series 100

3M Stamark Brand Detour Grade Series 5710

Swarco Industries "Director 2"

Temporary Non-Removable Construction Grade Striping Tape

Swarco Industries "Visa-Line"

3M Scotch Lane Brand Construction Grade Series 5160

CLASS 1 DELINEATORS

One-Piece Drivable Flexible Type (48-Inch)

All West Plastics "Flexi-Grade 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

Flexstake H-D

Polyform "Vista-Flex"

CHANNELIZERS

Surface Mount Type (36-Inch)

Carsonite "Survivor" Model SMD-353

Carsonite "Super Duck" (Flat SDF-436) (Round SDR-336)

Carsonite "Super Duck II" "The Channelizer"

Flexstake Surface Mount H-D

The Line Connection "Dura- Post"

Repo Models 300 and 400

Safe-hit Guide post with Glue-Down Base (SH236SMA)

TYPE "K" SERIES OBJECT MARKER (18-INCH)

Carsonite Models SMD 615 and 615A

Repo Models 300 and 400

Safe-Hit Model SH718SMA

TYPE "K-4" SERIES OBJECT MARKER (24-INCH)

Carsonite "Super Duck II"

The Line Connection "Dura-Post" Repo Models 300 and 400 Safe-Hit

CONCRETE BARRIER DELINEATOR

Impactable Type

All West Plastics "Flexi-Guide 235"
Duraflex Corp. "Flexi 2020"
Davidson Portable Concrete Barrier Marker (PCBM-12)
Reflexite Barrier Mount Delineator (Models 661-662)

Non-Impactable Type
Astro-Optics JD Series
Stimsonite 967

GUARD RAILING DELINEATOR (27-INCH NAIL-ON TYPE)

Carsonite Guardrail Delineator Post (CFGR 427) Safe-Hit 27-Inch Guardrail Delineator All West Plastics "Flexi-Guide" 327

REFLECTIVE SHEETING FOR CHANNELIZERS, MARKERS, AND DELINEATORS

3M High Intensity Reflexite PC-1000 (Metalized Polycarbonate) Reflexite AP-1000 (Metalized Polyester) Seibulite ULG (Ultralite Grade)

REFLECTIVE SHEETING FOR BARRICADES

Type II Reflective Sign Sheeting American Decal Adcolite Avery-Fasson 1500/1600 Seibulite EG 3M Scotchlite

REFLECTIVE SHEETING FOR TRAFFIC CONE SLEEVES

Reflexite Vinyl

SIGNING MATERIALS

Reflective Sign Sheeting, Type IIIA (High Performance) Seibulite Brand "Ultralite" Series 700 and 800 3M High Intensity Reflective Sign Sheeting, Type IV Reflexite Vinyl (Roll-Up)

Sign Substrate for Construction Area Signs Aluminum Fiberglass Reinforced Plastic (FRP) Sequentia "Polyplate"

SECTION 9. DESCRIPTION OF WORK

The work to be performed includes but not limited to the grinding and disposal of asphalt paving, installation of 3-inch asphalt paving, ADA ramps, sidewalk, curb & gutter, alley and commercial approaches, water and sewer main installations, removal and replacement of water meters and sewer laterals and traffic markings.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, City of Merced Standard Designs and the Special Provisions shall be performed, placed, constructed or installed.

The project is located on G Street, from Childs Avenue to 13th Street, the alley between 12th Street and 13th Street from I Street to G Street and the alley between 11th Street and 12th Street from MLK Jr. Way to G Street in the City of Merced, California.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

<u>10-1.01 SCOPE OF WORK</u>

The work to be done consists, in general of:

- Removal and construction of asphalt concrete, curb and gutter, sidewalk, driveway and alley approaches.
- Removal and replacement of water mains, water meters and water services;
- Removal and replacement of sewer mains, manholes and sewer laterals; and
- Replacement of traffic striping and pavement markings.

All work shall be done within the City of Merced.

Such other items or details, not mentioned above, that are required by the plans, standard specifications, or these special provisions shall be performed, placed, constructed, or installed.

10-1.02 PERFORMANCE

The Contractor shall furnish all labor, materials, tools, equipment, incidentals, and do all work described in the Plans and these Special Provisions.

10-1.03 COORDINATION/COOPERATION

The Contractor shall notify the Engineer at (209) 385-6846 at least three (3) working days in advance of the tentative starting date.

The Contractor shall be responsible for contacting and coordinating with all utility companies, including the City, with regards to the location of existing underground facilities in the construction area. The Contractor shall call Underground Service Alert at (800) 642-2444, at least 2 working days before commencement of underground work for location of underground facilities.

Utility facilities damaged, temporarily disconnected, or relocated as a result of construction shall be repaired/reconnected as directed by the governing utility at the Contractor's expense.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

10-1.04 INSPECTION OF SITE

The Contractor shall inspect the work site and note all existing conditions before submitting a bid for this project. A site tour is scheduled immediately following the pre-bid/LBE meeting if requested.

10-1.05 DUST CONTROL

It shall be the responsibility of the Contractor to minimize dust during earth moving operations. A water truck shall be made available if necessary for dust control.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

10-1.06 PERMITS, BONDS, LICENSES AND INSURANCE

The Contractor shall procure all permits, bonds, licenses and insurance, pay all charges and fees, and give all notices necessary and incidental to the prosecution of the work.

Payment for Item 10-1.06, "Permits, Bonds, Licenses and Insurance," (BID Item No. 1) shall be at the contract lump sum price as set forth in the proposal, and shall include all fees associated with permits, bonds, licenses, inspections, and all other fees necessary for the completion of this item.

10-1.07 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall be responsible for all the provisions of this item, including issuance of all notices necessary for prosecution of the work.

10-1.07A Construction Area Signs -- Construction area signs and traffic cones shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the State Specifications, and these Special Provisions. Specifically included in this item are all detour signage.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to commencing any excavation for construction area signposts. The regional notification centers include, but not limited to the following:

Notification Center
Underground Service Alert (USA)

Telephone 1-800-227-2600

(Northern California)

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined that there were no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

Type IV reflective sheeting for sign panels for portable construction area signs shall conform to the requirements specified under "Prequalified and Testing Signing and Delineation Materials" elsewhere in these Special Provisions.

The term "construction area signs" shall also include temporary object markers required for the direction of public traffic through or around the work during construction. Object markers listed or designated on the plans as construction area signs shall be considered to be signs and shall be furnished, erected, maintained and removed by the Contractor in the same manner specified for construction area signs and the following:

Object markers shall be stationary mounted on wood or metal posts in accordance with the details shown on the plans and the requirements in Section 82, "Markers and Delineators," of the Standard Specifications.

Marker panels for Type N, Type P and Type R object markers shall conform to the requirements for sign panels for stationary mounted signs.

Target plates for Type K and Type L object markers and posts, reflectors and hardware shall conform to the requirements in said Section 82 but need not be new.

When a street section is to be closed, it shall be solidly barricaded, and signs shall be posted at the closure points indicating "Street Closed."

Full cost of providing and removing construction area signs shall be borne exclusively by the Contractor and shall be considered as included in the contract lump sum price for Item 10-1.07, "Public Convenience & Safety."

10-1.07B Maintaining Traffic -- Attention is directed to Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the State Specifications. Nothing in these Special Provisions shall be

construed as relieving the Contractor from its responsibility as provided in Section 7-1.04 of the State Specifications.

All traffic cones used for night lane closures shall have reflective cone sleeves as specified in the specifications. One (1) 12-foot-wide traffic lane must be open at all times.

The second and third paragraphs of Section 12-3.02, "Traffic Cones," of the State Standard Specifications are amended to read:

During the hours of darkness, traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at

night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Reflective cone sleeves shall conform to the following:

Removable flexible reflective cone sleeves shall be fabricated from the reflective sheeting specified in the special provisions, have a minimum height of 13 inches and shall be placed a maximum of 3 inches from the top of the cone. The sleeves shall not be in place during daylight hours.

Permanently affixed semitransparent reflective cone sleeves shall be fabricated from the semitransparent reflective sheeting specified in the special provisions, have a minimum height of 13 inches, and shall be placed a maximum of 3 inches from the top of the cone. Traffic cones with semitransparent reflective cone sleeves may be used during daylight hours.

Permanently affixed double band reflective cone sleeves shall have 2 white reflective bands. The top band shall be 6 inches in height, placed a maximum of 4 inches from the top of the cone. The lower band shall be 4 inches in height, placed 2 inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control System for Lane Closure."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify local authorities of its intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall provide access to all businesses and residences within the construction zone at all times throughout the project. When the work requires the closing of a business driveway or other entrance, the Contractor shall post signs directing the public to the most convenient access to the business.

The Contractor shall provide access to all private driveways when construction is not actively in progress. Access to driveways fronting the construction area shall not be hindered or blocked for time periods greater than 4 hours without notifying the property owner or tenant in writing 24 hours prior to blockage.

The Contractor shall provide safe public access around the work site in accordance with the American Disabilities Act requirements during the work.

Whenever vehicles or equipment are parked on the shoulder within six feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

When the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish, erect and maintain, at its expense and without cost to the City, such fences, barricades, lights, signs and other devices as are necessary to prevent accidents or damage or injury to the public. The Contractor shall also furnish such flagmen, provided with the necessary equipment kept clean and in good condition by the Contractor at its expense, as may be necessary to give adequate warning to traffic or to the public that the roadway is under construction or of any dangerous conditions to be encountered. The flagmen shall perform their duties and their work of furnishing and placing such signs, lights, flags and other warning and safety devices as set forth in the current "Work Area Traffic Control Handbook" as published by the Building News, Inc., Los Angeles, California.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served, and the work expedited. Such deviations shall not be adopted until the Engineer has indicated its written approval. All other modifications will be made by contract change order.

Full cost of conforming to this section shall be considered as included in the contract lump sum price for Item 10-1.07, "Public Convenience and Safety."

10-1.07C Traffic Control System for Lane Closure -- A traffic control system shall be provided by the Contractor and shall be in accordance with the provisions of Section 12, "Temporary Traffic Control," of the State Specifications, the provisions under "Maintaining Traffic" elsewhere in these Special Provisions.

The provisions in this section shall not relieve the Contractor from its responsibility to provide such additional devices, or take such measures as may be necessary, to comply with the provisions in Section 7-1.04, "Public Safety," of the State Standard Specifications.

Prior to any lane closures, it shall be the responsibility of the Contractor to provide 72-hour notice to the City and obtain City approval of the lane closure. Failure to notify the City in a timely manner is cause for the City to prevent the lane closure.

Whenever a lane closure is made, the Contractor shall close the lane by placing fluorescent traffic cones, portable cones, portable delineators, or other devices approved by the Engineer, along a taper and along the edge of the closed lane adjacent to public traffic. One telescoping flag tree with flags shall be placed at the beginning and at the end of the taper.

If any component in the traffic control system is displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. Full cost of providing flaggers shall be borne exclusively by the Contractor.

The Contractor shall submit a traffic control plan and approved by the City Engineer prior to commencing any work.

10-1.07D Protection of the Work -- To minimize traffic congestion during the resurfacing operation, the work shall be done in stages. Residents with driveways within the closed section shall be notified at least 24 hours in advance of closure via door hangers and signs within the limits of the project.

Barricades and signs and their cost of replacement, the cost of flagmen necessary for the protection of the work and the public and costs of notification of affected residents will be considered as included in the contract price paid for bid items shown in the proposal, and no separate payments shall be made.

Payment for Item 10-1.07, "Public Convenience and Safety," shall be at the contract lump sum price as set forth in the proposal, and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.08 WATER POLLUTION CONTROL

Summary

It shall be the responsibility of the Contractor to comply with all of the requirements of the latest NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002) hereinafter called the "Permit" and standard industry practice.

This includes, but is not limited to, preparing plans and application, maps as well as all necessary reporting on the SWQCB's Storm Water Multiple Application and Report Tracking System (SMARTS System). The Contractor, working with their certified Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD), will determine what would be the best course of action to comply with the latest State NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009- DWQ. If the Contractor's QSD determines a SWPPP is the best course of action, it shall be the responsibility of the Contractor and their QSD to submit to Construction Management a completed SWPPP for review. Upon acceptance of the SWPPP document by Construction Management, the QSD shall prepare a Notice of Intention (NOI) application in the SWQCB's SMARTS System and upload all necessary documents and maps to be approved by the Legally Responsible Person (LRP). Until a written approval of the SWPPP has been obtained from the SWQCB, no construction activity shall commence on the project site. Upon obtaining written approval of the SWPPP, it shall be the responsibility of the Contractor to implement the SWPPP. Throughout the course of the project, the Contractor's Qualified SWPPP Practitioner (QSP) shall conduct periodic inspections, testing, any reporting on the SMARTS System as well as coordinate with the QSD to update the SWPPP as necessary. At the conclusion of construction, it shall be the responsibility of the Contractor and its QSD/QSP to ensure Annual Report(s) have been prepared on the SMARTS System as well as prepare the Notice of Termination (NOT) for City's approval. The Contractor shall keep a copy of the approved SWPPP, and amendments thereto, at the job site and in the general business office of the Contractor. In addition, the Contractor shall make available to Construction Management copies of all amendments to the SWPPP as prepared by the Contractor. The SWPPP shall be made available upon request of a representative of the Fresno Metropolitan Flood Control District, Regional Water Quality Control Board, State Water Resources Control Board or U. S. Environmental Protection Agency. Requests by the public shall be directed to the Engineer.

If the Contractor and/or its QSD determines that a SWPPP is not necessary, then it shall be the responsibility of the Contractor to provide a list of Best Management Practices (BMP) that are to be implemented during the Work to Construction Management. The

Contractor shall implement the BMP in a timely manner and maintain throughout the duration of the project. The Contractor shall keep a copy of the BMP list and any modification to the list at the job site and in the general business office of the Contractor. In addition, the Contractor shall make available to the City copies of all modifications to the BMP list. The BMP list shall be made available upon request of a representative of the Fresno Metropolitan Flood Control District, Regional Water Quality Control Board, State Water Resources Control Board or U. S. Environmental Protection Agency. Requests by the public shall be directed to Construction Management.

Notice of violation and/or fines for any non-compliance will be the responsibility of the Contractor.

Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including work items shown in the Bid Item List for:

- 1. Prepare Storm Water Pollution Prevention Plan. SWPPP preparation includes obtaining SWPPP approval, amending the SWPPP, preparing a CSMP and a SAP, and monitoring and inspecting WPC practices at the job site.
- Storm Water Annual Report. Storm Water Annual Report preparation includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance.
- 3. Storm Water Sampling and Analysis Day. Storm Water Sampling and Analysis Day includes reporting of storm water quality per qualifying rain event. If specified for the risk level, the work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents.
- 4. Rain Event Action Plan. If specified for the project risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts.

Do not start work until:

- 1. SWPPP is approved by the City.
- 2. SWPPP is uploaded onto the SMART System.
- 3. WDID is issued.
- 4. SWPPP review requirements have been fulfilled. If the RWQCB requires time for SWPPP review, allow 30 days for the RWQCB to review the SWPPP as specified under "Submittals" of these special provisions.

This project is anticipated to be Risk Level 1.

Definitions and Abbreviations

active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

BMPs: Best Management Practices are water pollution control practices.

construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended, and areas are inactive.

CSMP: Construction Site Monitoring Program.

NAL: Numeric Action Level.
NEL: Numeric Effluent Limit.

NPDES: National Pollutant Discharge Elimination System.

NOI: Notice of Intent.

Normal working hours: The hours you normally work on this project.

Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

QSD: Qualified SWPPP Developer. **QSP:** Qualified SWPPP Practitioner.

Qualified rain event: A qualified rain event is a storm that produces at least 0.5 inch of precipitation with a 48 hour or greater period between storms.

REAP: Rain Event Action Plan.

RWQCB: Regional Water Quality Control Board.

SAP: Sampling and Analysis Plan.

SSC: Suspended Sediment Concentration.

SWRCB: State Water Resources Control Board. SWPPP: Storm Water Pollution Prevention Plan. **WDID:** Waste Discharge Identification Number. WPC: Water Pollution Control.

WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

Submittals

Within 20 days after contract approval, start the following process for SWPPP approval:

- 1. Submit 3 copies of the SWPPP and allow 20 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
- 2. Change and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete SWPPP is resubmitted.
- 3. When the Engineer approves the SWPPP, submit an electronic and 4 printed copies of the approved SWPPP.
- 4. If the RWQCB reviews the approved SWPPP, the Engineer submits one copy of the approved SWPPP to the RWQCB for their review and comment. RWQCBs requiring time to review SWPPPs include:
- 5. If the Engineer requests changes to the SWPPP based on RWQCB comments, amend the SWPPP within 10 days.

Submit:

- Storm water training records including training dates and subjects for employees and subcontractors. Include dates and subjects for ongoing training, including tailgate meetings.
- 2. Employee training records.
 - 2.1. Within 5 days of SWPPP approval for existing employees
 - 2.2. Within 5 days of training for new employees
 - 2.3. At least 5 days before subcontractors start work for subcontractor's employees

Prepare a Storm Water Annual Report for the reporting period from July 1st to June 30th. For the prior reporting period, submit the report no later than July 15th if construction occurs from July 1st through June 30th or within 15 days after contract acceptance if construction ends before June 30th.

Submit the Storm Water Annual Report as follows:

- Submit 2 copies of the Storm Water Annual Report and allow 10 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
- 2. Change and resubmit the Storm Water Annual Report within 5 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete Storm Water Annual Report is resubmitted.
- When the Engineer accepts the Storm Water Annual Report, insert the WPC Manager's signed certification and the Engineer's signed certification.

Submit one electronic copy and 2 printed copies of the accepted Storm Water Annual Report. Submit as required:

- 1. NAL Exceedance Reports
- 2. NEL Exceedance Reports
- 3. Visual Monitoring Reports
- 4. Inspection Reports
- 5. BMP Status Report

At least 5 days before operating any construction support facility, submit:

- 1. A plan showing the location and quantity of WPC practices associated with the construction support facility
- A copy of the NOI approved by the RWQCB and the SWPPP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

Quality Control and Assurance Training

Provide storm water training for:

- 1. Project managers
- 2. Supervisory personnel
- 3. Employees involved with WPC work

Train all employees, including subcontractor's employees, in the following subjects:

- 1. WPC rules and regulations
- 2. Implementation and maintenance for:
 - 2.1. Temporary Soil Stabilization
 - 2.2. Temporary Sediment Control
 - 2.3. Tracking Control
 - 2.4. Wind Erosion Control
 - 2.5. Material pollution prevention and control
 - 2.6. Waste management
 - 2.7. Non-storm water management
 - 2.8. Identifying and handling hazardous substances
 - Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial WPC training before working on the job site. Conduct weekly training meetings covering:

- 1. WPC BMP deficiencies and corrective actions
- 2. BMPs that are required for work activities during the week
- 3. Spill prevention and control
- 4. Material delivery, storage, use, and disposal
- 5. Waste management
- 6. Non-storm water management procedures

Training for personnel to collect water quality samples must include:

- 1. SAP review
- 2. Health and safety review
- 3. Sampling simulations

A Storm Water Information Handout has been prepared for this contract and is available as described in "Supplemental Project Information" of these special provisions.

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC practices.

Construction support facilities include:

- 1. Staging areas
- 2. Storage yards for equipment and materials
- 3. Mobile operations
- 4. Batch plants for PCC and HMA
- 5. Crushing plants for rock and aggregate
- 6. Other facilities installed for your convenience such as haul roads

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial General Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

- 1. Outside of the job site
- 2. Within the job site that serve one or more contracts

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Stormwater Associated with Industrial Activities Excluding Construction Activities." For the General Industrial Permit, go to:

http://www.waterboards.ca.gov/

You may obtain copies of the Preparation Manual from the Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California Department of Transportation Publication Distribution Unit 1900 Royal Oaks Drive Sacramento, California 95815 Telephone: (916) 445-3520

The Preparation Manual and other WPC references are available at the Department's "Construction Storm Water and Water Pollution Control" Web site. For the Web site, go to:

http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm

Water Pollution Control Manager

Assign one WPC Manager to implement the SWPPP. The WPC Manager must comply with the Permit qualifications for a QSP and a QSD. You may assign a different QSD to prepare the SWPPP.

The QSD must have the following qualifications:

- 1. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site
- 2. Registration or certification described in the Permit

The QSP must meet the qualifications of the QSD or have the following certifications:

- 1. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" web site
- 2. Certification described in the Permit

At the job site, the WPC Manager must:

- 1. Be responsible for WPC work
- 2. Be the primary contact for WPC work
- 3. Oversee the maintenance of WPC practices
- 4. Oversee and enforce hazardous waste management practices
- 5. Have the authority to mobilize crews to make immediate repairs to WPC practices
- 6. Ensure that all employees have current water pollution control training
- 7. Implement the approved SWPPP and amend the SWPPP when required

WPC Manager must oversee:

- Inspections of WPC practices identified in the SWPPP
- 2. Inspections and reports for visual monitoring
- 3. Preparation and implementation of REAPs
- 4. Sampling and analysis
- 5. Preparation and submittal of:
 - 5.1. NAL exceedance reports
 - 5.2. NEL exceedance reports
 - 5.3. SWPPP annual certification
 - 5.4. Annual reports
 - 5.5. BMP status reports

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

General

SWPPP work includes preparing a SWPPP including a CSMP, obtaining SWPPP approval, amending the SWPPP, inspecting and reporting on WPC practices at the job site. The SWPPP must comply with the Preparation Manual and the Permit. The SWPPP must be submitted in place of the water pollution control program under Section 13-2, "Water Pollution Control Program," of the State Standard Specifications.

Additional WPC work will be paid for as extra work under Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

The SWPPP must include sections as specified for the project risk level as follows:

- 1. For risk level 1:
 - 1.1. Schedule
 - 1.2. **CSMP**
- 2. For risk level 2:
 - 2.1. Schedule
 - 2.2. **CSMP**
 - 2.3. Adherence to Effluent Standards for NALs
 - 2.4. **REAP**
- 3. For risk level 3:
 - 3.1. Schedule
 - 3.2. **CSMP**
 - 3.3. Adherence to Effluent Standards for NALs and NELs
 - 3.4. **REAP**

The SWPPP must include WPC practices for:

- 1. Storm water and non-stormwater from areas outside of the job site related to project work activities such as:
 - 1.1. Staging areas
 - 1.2. Storage yards
 - 1.3. Access roads
- 2. Activities or mobile operations related to contractor obtained NPDES permits
- 3. Construction support facilities

The SWPPP must include a copy of permits obtained by the Department such as Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 Certifications, and RWQCB Waste Discharge Requirements for Aerially Deposited Lead Reuse.

Amend the SWPPP annually and resubmit it by July 15th. Amend the SWPPP if:

- 1. Changes in work activities could affect the discharge of pollutants
- 2. WPC practices are added by change order work
- 3. WPC practices are added at your discretion
- 4. Changes in the amount of disturbed soil are substantial
- Objectives for reducing or eliminating pollutants in storm water discharges have not been achieved
- 6. There is a Permit violation

Whenever you amend the SWPPP, follow the same process specified for SWPPP approval. Retain a printed copy of the approved SWPPP at the job site.

SWPPP Schedule

The SWPPP schedule must:

- 1. Describe when work activities will be performed that could cause the discharge of pollutants into storm water
- Describe WPC practices associated with each construction phase
- 3. Identify soil stabilization and sediment control practices for disturbed soil areas

Construction Site Monitoring Program (CSMP)

General

The QSD must prepare a CSMP as part of the SWPPP. The CSMP must be developed before starting work and be revised to reflect current construction activities as necessary. The CSMP must include sections for the project risk level as follows:

- 1. For risk level 1:
 - 1.1. Visual Monitoring
 - 1.2. SAP for Non-Visible Pollutants
- 2. For risk level 2:
 - 2.1. Visual Monitoring
 - 2.2. SAP for Non-Visible Pollutants
 - 2.3. SAP for sediment and turbidity
 - 2.4. SAP for pH
- For risk level 3:

- 3.1. Visual Monitoring
- 3.2. SAP for Non-Visible Pollutants
- 3.3. SAP for sediment and turbidity
- 3.4. SAP for pH
- 3.5. SAP for receiving waters
- 3.6. SAP for temporary active treatment systems

Visual Monitoring

The WPC Manager must oversee the performance of visual inspections for qualifying rain events.

For each qualifying rain event, perform visual inspections and record observations during normal working hours as follows:

- 1. Record the time, date, and rain gauge reading
- 2. Observe:
 - 2.1. Within 2 days before the storm:
 - 2.1.1 Drainage areas for spills, leaks, or uncontrolled pollutants
 - 2.1.2 Proper implementation of WPC practices
 - 2.1.3 Storm water storage areas for leaks and adequate freeboard
 - 2.2. Every 24 hours during the storm:
 - 2.2.1 WPC practices for effective operation
 - 2.2.2WPC practices needing maintenance and repair
 - 2.3. Within 2 days after the storm event:
 - 2.3.1. Discharge locations
 - 2.3.1. WPC practices to evaluate the design, implementation, and effectiveness
 - 2.3.1. To identify where additional WPC practices may be needed.

Perform non-stormwater discharge visual inspections as follows:

- 1. At least once during each of the following periods:
 - 1.1. January through March
 - 1.2. April through June

- 1.3. July through September
- 1.4. October through December
- Observe flowing and contained storm water for the presence of floating and suspended materials, sheen on the surface, discoloration, turbidity, odors, and sources of observed pollutants
- 3. Observe the job site for the presence of authorized and unauthorized nonstormwater discharges and their sources

The WPC Manager must prepare visual inspection reports that include the following:

- 1. Name of personnel performing the inspection, inspection date, and date inspection report completed
- 2. Storm and weather conditions
- 3. Locations and observations
- 4. Corrective actions taken

Maintain visual inspections reports at the job site as part of the SWPPP.

Sampling and Analysis Plan (SAP)

General

Include a SAP in the CSMP to monitor the effectiveness of WPC practices. The SAP must comply with the Preparation Manual.

Assign trained personnel to collect water quality samples. Document their training in the SAP. Describe the following water quality sampling procedures in the SAP:

- 1. Sampling equipment
- 2. Sample preparation
- 3. Collection
- 4. Field measurement methods
- 5. Analytical methods
- 6. Quality assurance and quality control
- 7. Sample preservation and labeling
- 8. Collection documentation
- 9. Sample shipping
- 10. Chain of custody
- 11. Data management and reporting
- 12. Precautions from the construction site health and safety plan
- 13. Laboratory selection and certifications

Whenever assigned field personnel take samples, comply with the equipment manufacturer's recommendation for collection, analysis methods, and equipment calibration.

Samples taken for laboratory analysis must follow water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

The SAP must identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analysis method. For a list of State-certified laboratories, go to:

http://www.cdph.ca.gov/certlic/labs/Pages/ELAP.aspx

Include procedure for sample collection during precipitation.

Retain water quality sampling documentation and analytical results with the SWPPP at the job site.

Show pollutant sampling locations on SWPPP drawings.

If discharges or sampling locations change because of changed work activities or knowledge of site conditions, amend the SAP.

If the project is risk level 2 or risk level 3, include procedures for collecting and analyzing at least 3 samples for each day of each qualifying rain event. Describe the collection of effluent samples at all locations where the storm water is discharged off-site.

Analytical Results and Evaluation

Submit an electronic copy (in file format .xls, .txt, .csv, .dbs, or .mdb) and a printed copy of water quality analytical results, and quality assurance and quality control within 48 hours of field analysis sampling, and within 30 days for laboratory analysis. Also provide an evaluation of whether the downstream samples show levels of the tested parameter that are higher than the control sample.

Electronic water quality analysis results must have the following information:

- 1. Sample identification number
- 2. Contract number
- 3. Constituent
- 4. Reported value
- 5. Analytical method
- 6. Method detection limit
- 7. Reported limit

SAP for Non-Visible Pollutants

The SAP must include a description of the sampling and analysis strategy for monitoring non-visible pollutants.

The SAP must identify potential non-visible pollutants present at the job site associated with any of the following:

- Construction materials and waste
- 2. Existing contamination due to historical site usage
- 3. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to storm water

SWPPP drawings must show the locations planned for storage and use of potential non-visible pollutants.

The SAP must include sampling procedures for the following conditions when observed during a storm water visual inspection. For each of the following, collect at least one sample for each qualifying storm event:

- 1. Materials or waste containing potential non-visible pollutants that are not stored under watertight conditions
- Materials or waste containing potential non-visible pollutants that are stored under watertight conditions, but a breach, leakage, malfunction, or spill is observed; the leak or spill has not been cleaned up before precipitation; and material or waste could discharge non-visible pollutants to surface waters or drainage system
- 3. Chemical applications, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or non-pigmented curing compound used during precipitation or within 24 hours preceding precipitation, and could discharge pollutants to surface waters or drainage system
- 4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to storm water runoff and discharge pollutants to surface waters or drainage system, unless available independent test data indicates acceptable concentrations of non-visible pollutants in the soil amendment
- 5. Storm water runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP must provide sampling procedures and schedule for:

- 1. Sample collection during the first 2 hours of each rain event that generate runoff
- 2. Sample collection during normal working hours
- 3. Each non-visible pollutant source
- 4. Uncontaminated control sample

The SAP must identify locations for sampling downstream and control samples, and reasons for selecting those locations. Select control sample locations where the sample

will not come in contact with materials, waste, or areas associated with potential non-visible pollutants or disturbed soil areas.

SAP for Sediment and Turbidity

If the project is risk level 2 or risk level 3, sample and analyze for turbidity:

Parameter	Test Method	Detectio n Limit (Min)	Unit
Turbidity	Field test with calibrated portable instrument	1	NTU

If the project is risk level 3 and the turbidity NEL has been exceeded, sample and analyze for SSC:

Parameter	Test Method		Detectio n Limit (Min)	Unit
SSC	ASTM		5	Mg/L
		Metho		
	d D3977-97			

SAP for pH

If the project is risk level 2 or risk level 3, sample and analyze for pH:

Parameter	Test Method	Detectio n Limit (Min)	Unit
рН	Field test with calibrated portable instrument	0.2	pH units

SAP for Receiving Waters

If the project is risk level 3, describe procedures for obtaining samples from representative and accessible locations:

- 1. Upstream of the discharge point
- 2. Downstream of the discharge point

Show receiving water sampling locations on SWPPP drawings.

If there are several discharge points, describe procedures for obtaining samples from a single upstream and a single downstream location.

Rain Event Action Plan (REAP)

REAP work includes preparing and submitting REAP forms and monitoring weather forecasts. The WPC Manager must submit a REAP to protect the job site at least 48 hours before a predicted rain event.

Prepare a REAP when the National Weather Service is predicting at least a 50 percent probability of precipitation within 72 hours.

For the REAP, use approved forms and include:

- 1. Site location
- 2. Risk level
- 3. Contact information including 24-hour emergency phone numbers for:
 - 3.1. WPC Manager
 - 3.2. Erosion and sediment control providers or subcontractors
 - 3.3. Storm water sampling providers or subcontractors
- 4. Storm Information
- 5. Construction phase information for:
 - 5.1. Highway Construction including active and inactive areas for work activities for building roads and structures
 - 5.2. Plant Establishment including maintenance on vegetation installed for final stabilization where areas are inactive
 - 5.3. Suspension where work activities are suspended and areas are inactive
- 6. Construction phase information including:
 - 6.1. Construction activities
 - 6.2. Subcontractors and trades on the job site
 - 6.3. Pre-storm activities including:
 - 6.3.1. Responsibilities of the WPC Manager
 - 6.3.2. Responsibilities of the crew and crew size
 - 6.3.3. Stabilization for active and inactive disturbed soil areas
 - 6.3.4. Stockpile management
 - 6.3.5. Corrective actions taken for deficiencies identified during pre-storm visual inspection
 - 6.4. Activities to be performed during storm events including:

- 6.4.1. Responsibilities of the WPC Manager
- 6.4.2. Responsibilities of the crew and crew size
- 6.4.3. BMP maintenance and repair

6.5. Description of flood contingency measures

You must have the REAP onsite at least 24 hours before a predicted rain event. A printed copy of each REAP must be at the job site as part of the SWPPP

Implement the REAP including mobilizing crews to complete activities no later than 24 hours before precipitation occurs.

IMPLEMENTATION REQUIREMENTS

SWPPP Implementation

Obtain, install, and maintain a rain gauge at the job site. Observe and record daily precipitation.

Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

http://www.srh.noaa.gov/forecast

Whenever you or the Engineer identifies a deficiency in the implementation of the approved SWPPP:

- 1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
- 2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue SWPPP implementation during any temporary suspension of work activities. Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

Numeric Action Levels (NALs)

If the project is risk level 2 or risk level 3, then it is subject to NALs:

Parameter	Test Method	Detection Limit (Min)	Unit	Numeric Action Level
рН	Field test calibrated instrument with portable	0.2	pH units	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	Field test calibrated instrument with portable	1	NTU	250 NTU

Numeric Effluent Limits (NELs)

If the project is risk level 3, then it is subject to NELs:

Parameter	Test Method	Detection Limit (Min)	Unit	Numeric Effluent Limit
pН	Field test with portable calibrated instrument	0.2	pH units	Lower NEL = 6.0 Upper NEL = 9.0
Turbidity	Field test with portable calibrated instrument	1	NTU	500 NTU

The storm event daily average for storms up to the 5-year, 24-hour storm, must not exceed the NEL for turbidity.

The daily average sampling results must not exceed the NEL for pH.

Storm Water Sampling and Analysis Day

Storm Water Sampling and Analysis Day work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents. If the project is risk level 2 or risk level 3, and there is a qualified rain event that produces runoff, comply with the project's SAP for preparation, collection, analysis, and reporting of storm water samples. Collect:

- 1. Samples for each non-visible pollutant source and a corresponding uncontaminated control sample
- 2. Samples for turbidity, pH, and other constituents as specified
- 3. At least 3 samples for each day of each qualifying rain event
- 4. Samples for all locations where the storm water is discharged off-site

Perform sample collection during:

- 1. First 2 hours of each qualified rain event that produces runoff
- 2. Normal working hours

If the project is risk level 3, obtain receiving water samples.

You are not required to physically collect samples during dangerous weather conditions such as flooding or electrical storms.

If downstream samples show increased levels, assess WPC practices, site conditions, and surrounding influences to determine the probable cause for the increase.

Inspection

The WPC Manager must oversee inspections for WPC practices identified in the SWPPP:

- 1. Before a forecasted storm
- After precipitation that causes site runoff
- 3. At 24-hour intervals during extended precipitation
- 4. On a predetermined schedule, a minimum of once a week

The WPC Manager must oversee daily inspections of:

- 1. Storage areas for hazardous materials and waste
- Hazardous waste disposal and transporting activities
- 3. Hazardous material delivery and storage activities
- 4. WPC practices specified under "Construction Site Management" of these special provisions

The WPC Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual.

The WPC Manager must prepare BMP status reports that include the following:

- 1. Location and quantity of installed WPC practices
- 2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the WPC Manager must submit:

- 1. Copy of the completed site inspection report
- 2. Copy of the BMP status report

REPORTING REQUIREMENTS
Storm Water Annual Report

Storm Water Annual Report work includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance. The WPC Manager must prepare a Storm Water Annual Report. The report must:

- 1. Use an approved report format
- 2. Include project information including description and location
- 3. Include storm water monitoring information including:
 - 3.1. Summary and evaluation of sampling and analysis results including laboratory reports
 - 3.2. Analytical methods, reporting units, detections limits for analytical parameters
 - 3.3. Summary of corrective actions
 - 3.4. Identification of corrective actions or compliance activities that were not implemented
 - 3.5. Summary of violations
 - 3.6. Names of individuals performing storm water inspections and sampling
 - 3.7. Logistical information for inspections and sampling including location, date, time, and precipitation
 - 3.8. Visual observations and sample collection records
- 4. Include documentation on training for:
 - 4.1. Individuals responsible for NPDES permit compliance
 - 4.2. Individuals responsible for BMP installation, inspection, maintenance, and repair
 - 4.3. Individuals responsible for preparing, revising, and amending the SWPPP

NAL Exceedance Report

If the project is risk level 2 or risk level 3 and an effluent sample exceeds a NAL, notify the Engineer and submit a NAL Exceedance Report no later than 48 hours after the conclusion of the storm event. The report must:

- 1. Include the following field sampling results and inspections:
 - 1.1. Analytical methods, reporting units, and detection limits
 - 1.2. Date, location, time of sampling, visual observation and measurements
 - 1.3. Quantity of precipitation of the storm event
- 2. Description of BMPs and corrective actions taken to manage NAL exceedance

NEL Violation Report

If the project is risk level 3 and an NEL is exceeded, notify the Engineer and submit a NEL Violation Report within 6 hours. The report must:

- 1. Include the following field sampling results and inspections:
 - 1.1. Analytical methods, reporting units, and detection limits
 - 1.2. Date, location, time of sampling, visual observations and measurements
 - 1.3. Quantity of precipitation of the storm event
- 2. Description of BMPs and corrective actions taken to manage NEL exceedance

If the project is risk level 2 or risk level 3, submit all sampling results to the Engineer no later than 48 hours after the conclusion of a storm event.

PAYMENT

The contract lump sum price paid for 10-1.08 "Water Pollution Control" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

The contract lump sum price paid for prepare storm water pollution prevention plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the SWPPP and CSMP, inspecting water pollution control practices, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The City does not adjust payment for an increase or decrease in the quantity of storm water sampling and analysis day.

You may request or the Engineer may order laboratory analysis of storm water samples. Laboratory analysis of storm water samples will be paid for as extra work under Section 4- 1.05D, "Extra Work," of the State Standard Specifications.

The City does not pay for the preparation, collection, laboratory analysis, and reporting of storm water samples for non-visible pollutants if WPC practices are not implemented before precipitation or if a failure of a WPC practice is not corrected before precipitation.

The City does not pay for implementation of WPC practices in areas outside the highway right- of-way not specifically provided for in the plans or in the special provisions.

The City does not pay for WPC practices installed at your construction support facilities. WPC practices for which there are separate bid items of work are measured and paid for as those bid items of work.

10-1.09 STREET SWEEPING

Summary

This work includes street sweeping.

The SWPPP must describe and include the use of street sweeping as a water pollution control practice for sediment control and tracking control.

Submittals

At least 5 business days before starting clearing and grubbing, earthwork, or other activities with the potential for tracking sediment or debris, submit:

- 1. Number of sweepers described in the SWPPP
- 2. Type of sweeper technology

Quality Control and Assurance

Retain and submit records of street sweeping including:

- 1. Quantity of sweeping waste disposal
- 2. Sweeping times and locations

CONSTRUCTION

Street Sweepers

Sweepers must use one of these technologies:

- 1. Mechanical sweeper followed by a vacuum-assisted sweeper
- Vacuum-assisted dry (waterless) sweeper
- 3. Regenerative-air sweeper

Operation

Street sweeping must be done at:

- 1. Paved roads at job site entrance and exit locations
- 2. Paved areas within the job site that flow to storm drains or water bodies

Street sweeping must be done:

- 1. During clearing and grubbing activities
- 2. During earthwork activities
- 3. During trenching activities
- 4. During roadway structural section activities
- 5. When vehicles are entering and leaving the job site
- 6. After soil disturbing activities
- 7. After observing offsite tracking of material

Monitor paved areas and roadway within the jobsite. Street sweeping must be done:

- 1. Within 1 hour, if sediment or debris is observed during activities that require sweeping
- 2. Within 24 hours, if sediment or debris is observed during activities that do not require sweeping

At least 1 sweeper must be on the job site at all times when sweeping work is required. The sweeper must be in good working order.

Perform street sweeping to minimize dust. If dust generation is excessive or sediment pickup is ineffective, use water or a vacuum.

You may stockpile collected material on the jobsite according to the approved SWPPP. Dispose of collected material at least once per week.

Material collected during street sweeping must be removed and disposed of under Section 7- 1.13, "Disposal of Material Outside the Street Right of Way," of the Standard Specifications. Your WPCM must inspect paved roads at job site access points:

- 1. Daily if earthwork and other sediment or debris generating activities occur daily
- 2. Weekly if earthwork and other sediment or debris generating activities do not occur daily
- When the National Weather Service predicts precipitation with a probability of at least 30 percent

The contract lump sum price paid for 10-1.09 "Street Sweeping" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.10 SURVEYING SERVICES

The Contractor will arrange for performance of survey work and construction layout and will be responsible for the accuracy of surveying adequate for construction. The selection of a Surveyor by the Contractor will be subject to approval by the Engineer. The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Surveyor at the expense of the Contractor.

The Contractor will dig all holes necessary for line and grade stakes. Full cost of providing surveys shall be borne exclusively by the Contractor.

The Contractor shall follow Section 2-9.2 of these specifications and include all items covered in that section as part of this bid.

Payment for Item 10-1.10, "Surveying Services," shall be at the contract lump sum price as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.11 MONUMENTATION

As of the date of the start of Notice to Proceed (NTP), the contractor shall comply with preservation of all survey monuments as shown on record maps and on the project plan of the job site.

As required in the Business and Professional Code Section §8771, when monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control, the monuments shall be located and referenced by or under the direction of a licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated, and a corner record or record of survey of the references shall be filed with the county surveyor prior to any construction.

The decision to file either the required corner record or a record of survey pursuant to subdivision shall be at the election of the licensed land surveyor or registered civil engineer submitting the document.

If a survey monument is destroyed after the NTP, the Contractor shall be responsible for the replacement of the monument.

A survey monument will be considered destroyed that has been:

- Moved more than 0.02 ft in any direction from the ties provided by and certified by a Licensed Land Surveyor
- Broken.
- Disturbed to a point that the survey monument's position is no longer fixed or stable.
- Removed from the ground for any reason.
- Vertically adjusted without the written authorization of the City Engineer.

Adjustment of survey monuments shall be completed under the direction of a Land Surveyor or a Registered Engineer licensed to practice in the State of California. The City Engineer or the City Surveyor shall be provided with the final positional data (both

horizontal and/or vertical), along with certification by the Land Surveyor licensed by the State of California supervising the work that the position of adjusted monument meets the specification that the horizontal position is maintained within 0.01 ft of the original position of the monument and/or that the vertical position shall be within 0.006 ft relative to the measured difference between the original and the final adjusted vertical position of the monument. A corner record or record of survey shall be filed with the county surveyor to satisfy Business and Professional Code Section §8771.

DESTROYED SURVEY MONUMENT

Any survey monument that is destroyed after the date of the start of work, and the responsible party is unclear or not determinable, the monument shall be replaced by the City of Merced,

unless otherwise approved by the City Engineer, and there shall be a \$2,000.00 deduction from the cost of the contract in favor of the City of Merced.

REMOVE EXISTING SURVEY MONUMENT

This shall include the cost of: removing, cleaning and storing existing monument, frame and cover; making arrangement for pickup; and disposal of damaged or unusable monument, frame and cover.

INSTALL NEW MONUMENT FRAME AND COVER

This shall include the cost of purchasing and installing the new frame and cover; removing and disposing existing frame and cover.

RESET EXISTING MONUMENT FRAME AND COVER

This shall include the cost of removing, cleaning, and resetting existing frame and cover.

VERTICAL ADJUSTMENT OF EXISTING SURVEY MONUMENT

This shall include the cost of: removing, cleaning, and reinstalling existing frame and cover; reestablishing the point of elevation and the theoretical position value. The price shall also include the filing of all necessary documents with the proper agencies.

Where all or part of a project is within the City of Merced limits, the Contractor shall adhere to the City of Merced Survey Monument Specification – M-5 - SURVEY MONUMENTATION for those monuments that are part of the project within the city limits. Payment will be made only if monument(s) may be affected by the proposed work, and then only for ordinary and necessary expenses of compliance with this section.

Payment for Item 10-1.11, "Monumentation," and "Survey Monument Wells" will be made only if monuments and monument wells are affected within the proposed work and shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-1.12 AS-BUILT DRAWINGS

Record Drawings shall be submitted before the notice of completion is filed and must include the following:

- Shall be submitted on Mylar, at least 24"x 36", and shall bear the name, address, telephone number of the firm preparing the drawings and in electronic (AutoCAD) format.
- Surveyor's/Engineers statement (with embossed or wet seal and with and original signature on each sheet) shall verify the as-built drawings reflect the true conditions in the field.
- Contractor's statement (with original signature on each sheet) shall verify all construction specifications and product qualities have been met or exceeded.
- "AS-BUILT DRAWINGS" or "RÉCORD DRAWINGS" shall be clearly labeled on each sheet.
- The location and elevation of the benchmark referenced will be shown on the drawing.
- Corrected placement, grade, elevation and alignment of roads, water system, sewer and storm system, lighting system and appurtenances, pipe sizes, material changes, shall all be shown on as-built drawing.
- All horizontal distances shall be shown to the nearest tenth of a foot (0.1'). All elevations shall be shown to the nearest five hundredths of a foot (0.05').

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

10-1.13 PORTABLE CHANGEABLE MESSAGE SIGNS

The contractor shall furnish and maintain six (6) changeable message signs at the locations requested by the City of Merced before the start of construction.

GENERAL

Summary

Work includes furnishing, placing, operating, maintaining, and removing portable changeable message signs.

Comply with Section 12-3.32 "Portable Changeable Message Signs," of the State Standard Specifications.

Definitions

useable shoulder area: Paved or unpaved contiguous surface adjacent to the traveled way with:

- 1. Sufficient weight bearing capacity to support portable changeable message sign
- 2. Slope not greater than 6:1 (horizontal:vertical)

SUBMITTALS

Upon request, submit a Certificate of Compliance for each portable changeable message sign under Section 6-2.03C, "Certificates of Compliance," of the State Standard Specifications.

Quality Control and Assurance:

Comply with the manufacturer's operating instructions for portable changeable message sign. Approaching drivers must be able to read the entire message for all phases at least twice at the posted speed limit before passing portable changeable message sign. You may use more than 1 portable changeable message sign to meet this requirement. Only display the message shown on the plans or ordered by the Engineer or specified in these special provisions.

MATERIALS

Portable changeable message sign must have 24-hour timer control or remote-control capability. The text of the message displayed on portable changeable message sign must not scroll or travel horizontally or vertically across the face of the message panel.

CONSTRUCTION

Continuously repeat the entire message in no more than 2 phases of at least 3 seconds per phase. If useable shoulder area is at least 15 feet wide, the displayed message on portable changeable message sign must be minimum 18-inch character height. If useable shoulder area is less than 15 feet wide, you may use a smaller message panel with minimum 12-inch character height to prevent encroachment in the traveled way. Start displaying the message on portable changeable message sign 15 minutes before closing the lane.

Place portable changeable message sign in advance of the first warning sign for:

1. Each stationary lane closure

For 5 days starting on the day of signal activation, place 1 portable changeable message sign in each direction of travel and display the message, "SIGNAL AHEAD -- PREPARE TO STOP." Place portable changeable message sign as far from the traveled way as

practicable where it is legible to traffic and does not encroach on the traveled way. Place portable changeable sign before or at the crest of vertical roadway curvature where it is visible to approaching traffic. Avoid placing portable changeable message sign within or immediately after horizontal roadway curvature. Where possible, place portable changeable message sign behind guardrail or temporary railing (Type K).

Except where placed behind guardrail or temporary railing (Type K) use traffic control for shoulder closure to delineate portable changeable message sign.

Remove portable changeable message sign when not in use.

MEASUREMENT AND PAYMENT

Payment for Item 10-1.13, "Portable Changeable Message Signs," shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

Full compensation for portable changeable message signs, including furnishing, placing, operating, modifying messages, maintaining, transporting from location to location, removing, and repairing or replacing defective or damaged portable changeable message signs is included in the contract unit price.

Portable changeable message signs ordered by the Engineer in excess of the number shown on the plans or specified in these special provisions will be paid for as extra work under Section 4- 1.05, "Changes and Extra Work," of the State Standard Specifications.

10-1.14 SAWCUT EXISTING CONCRETE AND ASPHALT PAVEMENT

Saw cutting shall conform to the provisions in Section 39, "Asphalt Concrete," and Section 40 "Concrete Pavement," of the State Standard Specifications and these special provisions. Contractor shall provide a Lead Compliance Plan to the City Engineer for review prior to saw cutting existing concrete and asphalt concrete.

Where no joint exists in concrete on the line at which concrete is to be removed, a straight, neat cut with a power-driven saw shall be made along the line to a minimum depth of 2 inches before removing the concrete. Existing asphalt shall be sawcut to a minimum depth of 2 inches and asphalt surface that borders the demolition area shall be protected from damage.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work. The cost for saw cutting shall be included within the associated items of work involved and no additional compensation will be made.

10-1.15 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the State Specifications and these Special Provisions.

Vegetation shall be cleared and grubbed only within the limits of construction shown in the plans. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the work of the Contractor.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final clean up as provided in Section 4-1.13, "Cleanup", of the State Standard Specifications.

Payment for Item 10-1.15, "Clearing and Grubbing," shall be at the contract lump sum price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, and all work necessary for the completion of this item.

10-1.16 ABANDON WATER MAIN

The Contractor shall completely remove existing water mains where shown on the plans. Trench backfill shall be as specified in the plans. The abandoned water main shall be capped on each end.

Payment for Item 10-1.16, "Abandon Water Main," shall be at the contract unit prices for two items "Abandon 4-Inch Water Main" and "Abandon 6-Inch Water Main" as set forth in the proposal and shall include all labor, materials, tools, equipment, grading, compaction, and all work necessary for the completion of this item.

10-1.17 REMOVE TREE

Contractor shall remove the trees where shown on the plans. Tree removal shall conform to the provisions in Section 17-2 "Clearing and Grubbing" of the State Specifications and these Special Provisions.

The root ball shall be completely removed and hauled away along with any roots greater that ½ inch in diameter within any structural section of sidewalk, curb and gutter or roadway. The remaining hole shall be backfilled with native soil, compacted to 90% relative compaction and sodded to match existing landscaping.

Payment for "Remove Tree", shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.18 PULVERIZE ASPHALT PAVEMENT/FDR PROCESS

10-1.18.01 GENERAL

10-1.18.01A Summary

FDR-C consists of:

- 1. Pulverizing any existing asphalt concrete (AC)
- 2. Thoroughly blending any pulverized AC, aggregate base, subgrade soil and, if specified, supplementary aggregate, to the specified treatment depth
- 3. Thoroughly mixing the blended material with water and cement
- 4. Compacting and grading the mixture
- 5. Curing the compacted mixture

1(0-1.18.01B Related Documents and sections				
1.	Geotechnical Report for 117039 G Street Improvements from Childs Avenue to 13th				
	Street, prepared by Kleinfelder, dated June 26, 2019.				
2.	Sections,, and				
3.	ASTM Testing Methods (latest revisions):				
	3.1ASTM C136				
	3.2ASTM C150				
	3.3ASTM D1557				
	3.4ASTM D1633				
	3.5 ASTM D2216				
	3.6ASTM D6938				
4.	Caltrans Testing Methods (latest revisions)				
	A 1 CT 272				

- 4.1 CT 3/3
- 4.2 CT 417
- 4.3 CT 422

10-1.18.01C - Definitions

Cement: Type II portland cement for general use specified in ASTM C150

Spreader: Motorized vane fed spreader which can control cement application rate to measure lbs/ft² ±5%

Mixer: Cross-shafted mixer with a mixing depth of 1.5 feet and capable of controlled introduction of water

Drop Pan: Rectangular metal box with minimum area of 3 square feet and height which allow passage of spreader

Optimum Moisture: Moisture content associated with maximum dry density determined by ASTM D1557

Relative Compaction: In-place compacted dry density divided by ASTM D1557 maximum dry density.

Unconfined Compressive Strength: Strength determined from ASTM D1633, Method A, using a 7-day oven cure per CT 373 H(2), (3). For curing only, test specimen must by tightly wrapped with two layers of plastic with minimum thickness of 4-mil, seal all seams with duct tape to prevent moisture loss.

10-1.18.01D Submittals

10-1.18.01D(1) Products

At least 20 days prior to work, submit product data and certificates of compliance for all materials proposed under this section.

10-1.18.01D(2) Mix Design

After review of the Owner's mix design, the Contractor may either concur with the design or submit a mix design to optimize the cement content or adjust materials. Any proposed mix design must be submitted for approval at least 20 days before the start of work. The mix design process should be consistent with construction procedure (e.g. 30 to 60 minute period between initial mixing and compaction). Each mix design submittal must be signed and sealed by a civil or geotechnical engineer who is registered in the State of California.

Each mix design submittal must include:

- 1. Area represented by sample by stationing
- 2. Gradation of mixture before addition of cement
- Cement content percentage by dry weight
- 4. Maximum dry density and optimum moisture of FDR-C mix
- 5. Mixing moisture and relative compaction of test specimens
- 6. Unconfined compressive strength of test specimens (3 minimum)
- 7. Completed test results, with time at start of mixing, compaction, oven-curing and compression testing and any worksheets, photographs and graphs

10-1.18.01E Quality Control and Assurance

10-1.18.01E(1) Quality Assurance

- 1. The Owner will employ and pay for the services of an independent testing laboratory to perform testing to verify compliance with the contract documents.
- Daily testing of the constructed materials and work of the Contractor will be made during construction

- 3. Cement application rate, mixing uniformity, mixing depth, moisture and relative compaction tests will be made at locations determined by the Owner's representative. When tests indicated the specified requirements have not been achieved or work has not been performed within the allowable time, that portion of the work shall be reworked until the specified requirements have been attained.
- 4. Relative compaction will be determined based on dry density using the maximum dry density at optimum moisture content determined by ASTM D1557. Compacted field in-place density and moisture will be determined by ASTM D6938. Mixing moisture, and nuclear gauge or direct source heating (ASTM D4959) moisture content corrections will be made periodically by ASTM D2216.
- 5. The uniformity of the mix and mixing depth will be confirmed by visual observation and sprayed phenolphthalein alcohol indicator solution.

6.

10-1.18.01E(2) Field Quality Control, Sampling and Testing

- 1. The Owner will retain the services of an independent testing agency to perform field quality control testing.
- 2. The testing agency shall perform sampling and testing, as a minimum, in accordance with the following table. Additional testing may be performed as necessitated by field conditions or as determined by the Owner's representative.

Quality Control Testing Requirements

Quality Characteristic	Tested Method	Minimum Frequency	Sampling Location
Water Sulfates (ppm)	CT 417ª	1 per source	Source
Water Chlorides (ppm)	CT 422ª	1 per source	Source
Maximum Dry Density (pcf)	ASTM D1557b, c, f	60,000 ft ²	Loose Completed Mix
In-Place Dry Density (pcf)	ASTM D6938d	7,500 ft²	Compacted Mix
In-Place Dry Moisture (%)	ASTM D6938d	7,500 ft²	Compacted Mix
Moisture Bias (%)	ASTM D2216e	Weekly	ASTM D6938 and Composite Moisture
Composite Mix Moisture (%)	ASTM D2216 b, f or ASTM D4959	15,000 ft ²	Loose Completed Mix

Cement Application (lbs/ft²)	Drop Pan ^g	60,000 ft ²	Working Spread
Mix Thickness Verification (in)	Phenolphthalein ^{h,i}	15,000 ft ²	Loose Completed Mix
Mix Uniformity	Visual and Phenolphthaelein ⁱ	15,000 ft ²	Loose Completed Mix

^a Only required for non-potable water sources

10-1.18.01E(3) Acceptance Criteria

FDR Acceptance shall be based on:

1. Compliance with the quality characteristics shown in the following table

FDR-C Acceptance Criteria

Quality Characteristic	Requirement	
Cement Application (lb/ft²)	Mix Design (-5%, +10%)	
Relative Compaction (min)	95%	
Moisture Content (min)	4% above optimum	
Thickness (ft)	Design (-0.05', +0.10')	

2. Visual inspection of the following:

^b Sample immediately after mixing is completed

^c Test to be completed within 2 hours of sampling

^d If lift thickness exceeds 1-foot, at least one-third of tests shall be a depth of 0.5 foot to designated treatment depth

^e For bias to nuclear gauge, test at beginning of each work week on sample obtained from ASTM D6938 test location. For bias to direct heat source, test on composite sample of loose mix

f Direct heat source must have temperature control to allow for repeatable procedure

g At least one test per day

^h Initial thickness verification to be taken in loose mix and at the same location in compacted mix to provide correlation for required loose mix thickness to result in specified compacted mix thickness. At least one comparison between loose and compacted mix thickness shall be made at the beginning of each work week or with any change to mixing and/or compaction procedures.

At least two per day (one beginning of shift and one at mid-shift), thickness and uniformity at same location.

- 2.1 Uniformity of soil/cement mix
- 2.2 Segregation, raveling or loose material
- 2.3 Uniform surface texture and consistency
- 3. Finish grade ±0.05 foot of design and within 0.05 foot of bottom edge of a 12-foot straight edge.

10-1.18.02 MATERIALS

10-1.18.02A Cement

Cement must be normal Type II/V portland cement for general use as specified in ASTM C150.

10-1.18.02B Water

If available, potable water shall be used for mixing the FDR-C. The Engineer shall be notified if a water source other than potable water is to be used. Water, other than potable water, shall:

- 1. Contain no more than 500 ppm chlorides as Cl and no more than 1000 ppm sulfates as SO₄.
- 2. Not contain an amount of impurities that will cause a reduction in the strength of the FDR-C.

Prior to approval of a non-potable water source, a mix design shall be submitted which utilizes the non-potable water source.

10-1.18.02C Supplemental Aggregate/Soil

Any aggregate or soil proposed to supplement the on-site asphalt concrete, aggregate base, aggregate subbase, or subgrade within the specified treatment depth shall be free of organics or deleterious matter. A mix design shall be provided, which utilized the supplemental materials in the same proportion to on-site materials proposed for construction.

10-1.18.02D Cure Seal

Curing seal shall comply with Section 94 of the Caltrans Standard Specification for asphaltic emulsions Grade SS1h or CSS1h.

10-1.18.03 CONSTRUCTION

10-1.18.03A General

Do not start FDR-C activities if the ambient air temperature is below 40°F or if the road or ground surface is below 35°F. If the ambient air temperature drops below 40°F during

the FDR-C activities, the Contractor may only complete compaction and finishing of FDR-C already mixed.

Deliver cement in full loads unless it is the last load of the work shift.

FDR-C treatment shall be to the design depth below the specified subgrade elevation. Treatment shall extend to the outer edge of the proposed pavement, unless otherwise specified on the approved plans or directed by the Owner's representative.

10-1.18.03B Utility Preparation

Prior to mixing, positively identify the horizontal and vertical location of utilities within the proposed FDR-C area. At a minimum, pothole each utility at the crossing with the proposed or existing lip of gutter and at 300-foot intervals for lines running parallel the roadway. Any conflicts with existing utilities and a theoretical surface 12 inches below the bottom of the FDR-C limits shall be reported to the Engineer immediately and prior to the mixing process. Coordinating the relocation of any utilities as a result of these findings, as deemed necessary by the Engineer, shall be the responsibility of the Contractor.

Surface utilities (manholes, water valves, etc) which conflict with the FDR-C section shall be adjusted below the FDR-C conflict prior to mixing and re-adjusted to finished grade prior to placing HMA (double adjustment). Adjusting utilities to grade, including the double adjustments, are considered part of the FDR-C bid item and no separate payment will be made. If private utilities need to be "double adjusted" the Contractor is responsible for coordinating the adjustments with the respective utility companies or self-perform the adjustment with the approval of the respective utility company. With the approval of the Engineer, the Contractor may work around utilities which cannot be "double adjusted". Any damage to utilities shall be repaired or replaced at the Contractor's expense, to the extent that is acceptable to the Engineer and the utility Owner.

At all times, the Contractor must maintain access to water valves. When the water valves are adjusted below grade, the Contractor shall provide swing ties, located outside the FDR-C section, identifying the exact location of the water valves. If requested by the Engineer, Owner or the City Water Department Specialist, the Contractor shall expose the valve for service.

10-1.18.03C Surface/Treatment Zone Preparation

Before FDR-C activities start, prepare the surface and treatment zone by:

- 1. Clear foreign matter including vegetation.
- 2. Remove standing water.
- 3. Referencing the profile and cross slope.
- 4. Marking the proposed longitudinal cut lines on the existing pavement as follows:

- 4.1 Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
- 4.2 Cut lines must indicate the sequence of the cuts
- 5. The FDR-C material to be treated shall be essentially free of irreducible particles greater than 6 inches in maximum dimension, contain less than about 10% irreducible particles greater than 3 inches in maximum dimensions and be determined by the Contractor to be satisfactory to not damage the mixer.
- 6. Provide a rough grade within ±0.1 foot of the specified finish subgrade elevation.
- 7. Clear and dispose of any vegetation, debris or other deleterious matter from any area used to store excess material.

10-1.18.03D Pulverizing

Do not pulverize more material than can be mixed with cement, uniformly moisture conditioned, compacted and finish graded within one work shift.

No unpulverized material shall be left in-place. The 1st cut width must be the full width of the pulverizing drum. Subsequent cuts must overlap previous cuts at least 4 inches, but not more than 12 inches.

Where the pulverizing drum stops in a longitudinal cut, the position of the drum shall be marked and a subsequent cut on that longitudinal alignment shall start at least 2 feet behind the mark.

If the pulverization encounters unstable conditions or material inconsistent with item 1 of Section 10-1.18.01B, notify the Engineer. The Engineer, with the Contractor's assistance, will determine the extent of the problem area and the correction measures to be taken.

10-1.18.03E Applying Cement

Cement shall be applied in dry form.

Cement shall be uniformly spread over the work area. The design spread rate is 8.1 pounds/square foot, which is based on a dry soil weight of 134.8 pcf and a mix design of 4% cement.

Spreader speed shall be controlled based on the pan test speed to maintain an application rate of 7.7 to 8.9 pounds/square foot.

The spread area should not exceed the area which can be initially mixed, uniformly moisture conditioned and compacted within 2 hours.

10-1.18.03F Mixing

The FDR-C material shall be uniformly mixed at least twice to the specified treatment depth. Mix until the mixture is visibly uniform with no streaks or pockets of cement. The mixed material shall have a uniform color reaction with sprayed phenolphthalein alcohol indicator for the full specified treatment depth.

Water must be injected through the mixer. The injection rate of mixing water must be sufficient to produce a workable FDR-C material moisture content that is at least 4% above the optimum moisture content determined by ASTM D1557. A composite sample from 5 random locations shall be taken after initial mixing and tested under ASTM D2216 or D4959 (calibrated to ASTM D2216) to confirm the moisture prior to compaction.

Mixing shall occur in a series of parallel lanes of convenient width and length. Mixing of adjoining lanes shall overlap the previous lane by at least 4 inches, but not more than 1 foot, to provide continuity. Where the mixing drum stops at the end of a lane, the position of the drum shall be marked and a subsequent lane on that longitudinal alignment shall start at least 2 feet behind the mark.

10-1.18.03G Compaction

Begin compaction within 0.5 hour of initial mixing.

Compact using equipment capable of uniform compaction throughout the thickness of the treated zone. For treatment depths greater than 0.65 feet, use an open hub/ring wheel compactor (e.g. Rex 760). Complete compaction with non-vibrating steel drum rollers or pneumatic-tired rollers. Compact to at least 95% relative compaction.

Use other compaction methods, as necessary, in areas not accessible to heavy equipment (e.g. around manholes or drain inlets).

The total time from final mixing of the pulverized material with cement to completion of compaction shall not exceed 2 hours.

10-1.18.03H Finishing Grading

Maintain the moisture of the FDR-C surface at, or above, the optimum moisture throughout the entire finish grading operation.

The finish grade of the FDR-C surface shall be ± 0.05 foot of the specified subgrade elevation and within ± 0.05 foot of the bottom edge of a 12-foot straight edge laid in directions parallel and perpendicular with the centerline.

If the FDR-C surface is above the allowable tolerance, trim, remove and dispose of excess material.

If the FDR-C surface is below the allowable tolerance, or is damaged prior to placing HMA, the low or damaged area shall be repaired with minor HMA. Any necessary leveling HMA is considered part of the FDR-C bid item and no separate payment will be made.

The finish FDR-C surface shall be free of ruts, bumps, indentations, segregation, raveling and any loose materials and shall be rolled with at least one complete coverage of a non-vibrating smooth-drum or pneumatic tired roller.

Finish grading shall be completed within 2 hours of completion of FDR-C compaction.

10-1.18.03I Curing

Curing shall consist of a water cure or curing seal. Curing shall begin the same day as finish grading.

Water curing shall keep the finished FDR-C surface at, or above, the optimum moisture content until paving with HMA begins.

Curing seal shall be applied to the finished FDR-C surface in conformance with Section 94 of the California Standard Specifications. Apply the curing seal:

- 1. At a rate of 0.1 to 0.2 gallon per square yard
- 2. When the ambient temperature is above 40°F and rising

10-1.18.03J Microcracking

During the period from 48 to 72 hours after completion of compaction, microcrack the FDR-C surface by applying 3 single passes with a 12-ton vibratory smooth steel drum roller at maximum amplitude traveling from 2 to 3 mph.

10-1.18.03K Traffic

Traffic may be placed onto the finished FDR-C surface after final grading. Any damage prior to placing HMA shall be repaired with minor HMA.

10-1.18.04 Measurement & Payment

The contract price paid per square foot for "Full Depth Reclamation-Cement" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Full Depth Reclamation Cement, including utility work or leveling HMA as described in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.19 REMOVE ASPHALT PAVEMENT AND BASE

This section shall consist of performing all operations necessary for the removal and disposal to a depth of 14 inches, and all other items necessary to complete the project. Existing asphalt shall be sawcut to provide a smooth transition. Contractor shall provide a Lead Compliance Plan to the City Engineer for review prior to removing existing asphalt concrete and base rock.

Nothing herein shall be constructed as relieving the Contractor of his responsibility for final clean up as provided in Section 4-1.02, "Cleanup," of the Standard Specifications.

All asphalt grindings, asphalt pavement, base rock, and subbase shall be disposed of by the contractor.

Payment for Item 10-1.19 "Remove Asphalt Pavement and Base" shall be at the contract square foot price as set forth in the proposal and shall include labor, materials, tools, equipment, trenching/excavation, grading, compaction, saw cutting and all other work necessary for the compliance of this item.

10-1.20 REMOVE CONCRETE CURB AND GUTTER

The contractor shall remove portions of the concrete curb and gutter as shown on the plans and called for in these specifications. Existing concrete shall be sawcut to provide a smooth transition per Item 10-1.14 "Sawcut Existing Concrete and Asphalt Pavement".

The contract price per lineal foot for the removal of existing curb and gutter shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

Surplus material shall become the property of the Contractor and shall be disposed of at the Contractor's expense outside the right-of-way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

Payment for 10-1.20 "Remove Concrete Curb and Gutter" shall be at the contract linear foot price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.21 REMOVE CONCRETE SIDEWALK/HANDICAP RAMP

The contractor shall remove portions of the concrete sidewalk as shown on the plans and called for in these specifications. Existing concrete shall be sawcut to provide a smooth transition per Item 10-1.14 "Sawcut Existing Concrete and Asphalt Pavement".

The contract price per square foot for the removal of existing concrete sidewalk and handicap ramp shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

Surplus material shall become the property of the Contractor and shall be disposed of at the Contractor's expense outside the right-of-way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

Payment for 10-1.21 "Remove Concrete Sidewalk/Handicap Ramp" shall be at the contract square foot price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.22 REMOVE COMMERCIAL DRIVEWAY/ALLEY APPROACH AND VALLEY GUTTER

The contractor shall remove portions of commercial driveways and alley approaches as shown on the plans and called for in these specifications. Existing concrete shall be sawcut to provide a smooth transition per Item 10-1.14 "Sawcut Existing Concrete and Asphalt Pavement".

The contract price per square foot for the removal of existing commercial/alley concrete driveways shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

Surplus material shall become the property of the Contractor and shall be disposed of at the Contractor's expense outside the right-of-way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

Payment for 10-1.22 "Remove Commercial Driveway/Alley Approach and Valley Gutter" shall be at the contract square foot price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.23 REMOVE RESIDENTIAL DRIVEWAY

The contractor shall remove portions of the concrete residential driveway as shown on the plans and called for in these specifications. Existing concrete shall be sawcut to provide a smooth transition per Item 10-1.14 "Sawcut Existing Concrete and Asphalt Pavement".

The contract price per square foot for the removal of existing concrete shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

Surplus material shall become the property of the Contractor and shall be disposed of at the Contractor's expense outside the right-of-way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

Payment for 10-1.23 "Remove Residential Driveway" shall be at the contract square foot price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.24 REMOVE AND REPLACE FIRE HYDRANT

The Contractor shall remove and replace existing fire hydrants assembly at location(s) per plan. Install according to the City of Merced Standards W-2 (Fire Hydrant & Valve Assembly), W-16, W-22 & W-23 (Water System Construction Specifications), provide all trenching, backfill materials, restoration of asphalt concrete paving, sidewalk, curb and gutter, and any other work necessary to construct from each fire hydrant to the water main, per the Plans, and these Special Provisions.

Fire hydrants shall be James Jones J-4060A, "wet barrel" with 4' minimum bury. Acceptable fire hydrants are Mueller "481 H" and Clow "F-960" wet barrel fire hydrants. Connecting pipeline shall be the same material as the water main.

Fire hydrant markers shall conform to the provisions in Section 85, "Pavement Markers" of the 2015 State Specifications, the Plans, and these Special Provisions. Pavement markers shall be blue (2-way) reflective Stimsonite Model No. 88AB or approved equal.

At the option of the Contractor, a hot-melt bituminous adhesive may be used to cement the markers to the pavement, as specified in Section 85-1.02D "Hot Melt Bituminous Adhesive," of the 2015 State Specifications instead of the Rapid Set or Standard Set Type adhesive.

Payment for 10-1.24 "Remove and Replace Fire Hydrant shall be at the contract unit price as set forth in the proposal for "Remove and Replace Fire Hydrant" and shall include the removal and re-installation of the existing fire hydrant, concrete pad. piping and all work and materials necessary for the completion of this item.

10-1.25 REMOVE EXISTING CATCH BASIN

The contractor shall remove existing catch basins as shown on the plans and called for in these specifications.

The quantities of existing catch basins removed will be measured and paid for per each unit removed. Each unit consists of a catch basin for measurement purposes.

Surplus material shall become the property of the Contractor and shall be disposed of at the Contractor's expense outside the right-of-way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

The contract price per each catch basin unit removed shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

Payment for 10-1.25 "Remove Existing Catch Basin" shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.26 REMOVE 6" SEWER PIPE

The contractor shall remove portions of the existing 6" sewer pipe as shown on the plans and called for in these specifications.

The contract price per linear foot for the removal of sewer pipe shall be full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

Surplus material shall become the property of the Contractor and shall be disposed of at the Contractor's expense outside the right-of-way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

Payment for 10-1.26 "Remove 6" Sewer Pipe" shall be at the contract linear foot price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.27 REMOVE EXISTING MANHOLE

The work shall consist of removing the existing manhole, including the concrete base. The contractor shall coordinate with City forces to salvage and deliver all existing manhole frames and covers to the City of Merced Corporation yard at 1776 Grogan Avenue. Removed materials that are not to be salvaged or reused and surplus excavated material shall become the property of the Contractor and shall be disposed of as provided in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

Payment for Item 10-1.25, "Remove Existing Manhole," shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.28 REMOVE WATER MAIN

The Contractor shall remove the existing 8-inch water main, 10-inch water main, 12-inch water main, and 16inch water main where shown on the plans.

Existing connections to the 8-inch water main shall be capped with concrete and a Blowoff installed as shown in City of Merced Standard Drawing W-5. These connections will be extended to tie into the existing 10-inch water main. Actual connections (Wet Taps) will be made by City of Merced Water Personnel. Contractor to furnish the valves, related piping, and any other materials necessary to complete the tie in.

Where shown on the plans, the contractor will also remove a portion of existing 16" main on "G" Street north of 13th Street and the existing 12-inch main on Childs Avenue, along with any existing fittings (tee) and/or valves.

Surplus excavated material not considered hazardous shall become the property of the Contractor and shall be disposed of outside the highway right-of-way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

Payment for Item 10-1.28, "Remove Water Main," shall be at the contract unit price for five bid items "Remove Existing 4" Water Main," "Remove Existing 6" Water Main," "Remove Existing 8" Water Main," "Remove Existing 12" Water Main," and "Remove Existing 16" Water Main," as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.29 ABANDON WATER VALVE

This item shall include the removal of existing water valves where shown on the Plans.

The materials to be removed shall be delivered to the Public Works yard at 1776 Grogan Avenue.

Payment for Item 10-1.29, "Abandon Water Valve," shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-1.30 INSPECTION SERVICES

At any time that the system is pressure tested, disinfected, or a connection made to the existing system, the Contractor shall not perform this work unless a City Water Special Inspector is present at the immediate site of the pressure test, disinfection or connection to witness and certify this work. The Contractor shall provide notice 48 hours in advance to the City Public Works Department, (209) 385-6225 that the services of the Special Inspector will be required, including the expected duration of the requirement.

The inspector shall provide written certification to the City, for each and every:

Pressure Test
Disinfection
Bacteriological Sample Collected
Connection to an Existing Main

That he has personally collected the bacteriological sample or witnessed the pressure test, disinfection or connection for the entire time that it was being made, and that proper procedures were followed.

The Contractor is hereby advised that a City Water Special Inspector is not the same person as the regular construction Inspector. Failure to request the services of the Special Inspector or to perform disinfection and connections without his presence will result in sanctions and refusal to accept and pay for the items of work involved.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be made.

10-1.31 PRESSURE TESTING AND DISINFECTION

All new water lines shall be completely isolated from any existing main line until they have been tested and disinfected to the satisfaction of the City Water Special Inspector and City Engineer. New main line may be filled from existing main only by temporary tap thereto and through a City approved backflow prevention unit so as to provide positive backflow prevention.

Pipes shall be maintained clean and any chance of major contamination avoided during construction. All new water mains shall be pressure tested in the presence of a City Water Special Inspector in accordance with AWWA C600 prior to disinfection. The test pressure, allowable leakage and test medium shall be as specified below:

Method: AWWA C600, as modified herein.

Duration: Two (2) hours

Test Pressure: 150 psig measured at highest point of section of pipeline being

tested.

Medium: Potable Water

Allowable Leakage: Leakage shall be defined as the quantity of test medium that

must be added to the section of pipeline being tested to maintain pressure within 5 psig of the test pressure for the specified test duration. Maximum leakage shall be as

specified in AWWA C600.

Following hydrostatic testing, all water mains shall be flushed and disinfected, in the presence of a City Water Special Inspector, in accordance with AWWA Standard C651-92 and City Standards W-19, W-20 and W-21 (Water System Construction Specifications). Disinfecting chemicals and additives shall comply with the requirements of Title 22, Division 4, Chapter 18 as regulated by the State of California, Department of Health Services, except that tablets are not allowed. Contractor shall use either hypochlorite liquid solution or gaseous chlorine injection. If gas injection is used, it must be done under fully qualified and licensed conditions.

All water used for disinfection will be <u>de-chlorinated</u> and flushing shall be conveyed to a sanitary sewer manhole or to a tank truck supplied by the Contractor for this purpose. No water used for disinfection or flushing shall be allowed into any storm drain or gutter.

Following disinfection and flushing, the Inspector shall take water samples for bacteriological analysis of the water in sterile bottles provided by the laboratory and shall assure sample transport to the laboratory under proper chain of custody procedures. The samples will be analyzed in the City laboratory. If the specified bacteriological requirements are not satisfied, the disinfection procedure must be repeated until the requirements are met. Disinfection and flushing for water mains that have been completely or partially dewatered shall comply with AWWA C651-92. The cost for all first bacteriological tests shall be paid by the City. Succeeding tests required due to failure of the first test shall become the responsibility of the Contractor who shall pay all costs for retesting.

The City Water Special Inspector shall provide written certification to the City, for each pressure test, each disinfection, and/or each bacterial sample that he has personally witnessed the test or disinfection procedure and that he has personally collected the bacterial sample.

The Contractor shall provide all necessary materials and equipment, and shall perform all work, except for sample collection required for testing and sterilization of the water main. Sampling points shall be at maximum spacing of 200 feet, or as directed by the Engineer.

When the new water main is properly disinfected and the isolation dam is removed from the connection flange or other type of connection is made, extreme care shall be exercised to prevent the entry of contamination. Connection fittings shall be thoroughly swabbed with an approved bactericide immediately prior to their installation.

All connections to live mains shall be made in the presence of a City Water Certified Operator.

Payment for Item 10-1.31 "Pressure Testing and Disinfection," shall be at the contract lump sum price as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-1.32 CONNECTION TO EXISTING WATER SYSTEM

The Contractor shall supply and install a backflow preventer for the initial tie-in to the existing system. The backflow device shall be sufficiently sized to attain a water velocity capable of removing debris. At the Contractor's option, a small booster pump may be installed downstream of the backflow device. The Contractor shall install a temporary blow-off valve assembly to facilitate flushing the new water main. At the end of satisfactory flushing and sterilization, the Contractor shall remove the backflow device and blow-off assembly and make the final system connection. The Contractor shall provide all materials, excavation and equipment. (If a booster pump is used, a Reduced Pressure Backflow Assembly must be used.)

All connections to live mains shall be made by a City Water Certified Operator.

Payment for Item 10-1.32 "Connection To Existing Water System," shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-1.33 DISCONNECT FROM EXISTING WATER SYSTEM

The Contractor shall supply all the material required to disconnect existing water mains from the live main on Childs Avenue and the live main North of 13th Street. The existing water valve shall be removed and returned to the Public Works yard.

Payment for Item 10-1.33 "Disconnection from Existing Water System," shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-.34 INSTALL WATER MAIN

The Contractor shall furnish and install ductile iron pipe or C900 Class DR 18 (235psi) pipe according to the City of Merced Standards W-15 & W-16 (Water System Construction Specifications), the Plans, and these Special Provisions.

All water mains shall be supplied with tyton joints, unless otherwise specified on the plans and shall have a minimum cover of 42 inches. All trenching shall be per the plans. Concrete shall be repaired specifically per detail(s) in the plans.

The Contractor shall furnish and install temporary backflow device, all bends, tees, reducers, blind flange and all other accessories according to the City of Merced Standards W-8 (Double Check Valve Backflow Preventer), W-9 (Reduced Pressure Principle Backflow Preventer), W-15, W-16, W-17 & W-19 to W-22 (Water System Construction Specifications).

All Hot Mix Asphalt paving and Aggregate Base typically used over water mains in roadways will be covered under other contract items and will not be paid for with this item.

All connections to live mains shall be made in the presence of a City Water Special Inspector, who has the authority to order termination of work if Contractor's actions are judged to risk the health or safety of the public, as provided in Section 10-1.30 "Inspection Services."

Payment for Item 10-1.34, Install "Water Main," shall be at the contract unit price, in four items: "6-Inch Water Main" "8-Inch Water Main" "12-Inch Water Main" and "16-Inch Water Main" as set forth in the proposal and shall include all labor, materials, tools, equipment, excavation, backfill, compaction, sterilization, concrete paving, and all work necessary for the completion of this item.

10-1.35 INSTALL GATE VALVE

The Contractor shall install new gate valves as shown on the plans and according to the City of Merced Standard W-15 (Water System Construction Specifications), the Plans, and these Special Provisions.

All connections to live mains shall be made in the presence of a City Water Special Inspector, who has the authority to order termination of work if Contractor's actions are judged to risk the health or safety of the public, as provided in Section 10-1.30 "Inspection Services." Te actual connections will be made by City Forces. The Contractor shall supply all the fittings, piping and valves.

Payment for Item 10-1.35, "Install Gate Valve," shall be at the contract unit price for four items: "6-Inch Gate Valve", "8-Inch Gate Valve" "10-Inch Gate Valve" and 12-Inch Gate Valve" as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-1.36 NEW WATER SERVICE AND BOX

The Contractor shall provide all asphalt and base removal, trenching, backfill materials, residential yard replacement, hot mix asphalt paving, aggregate base and any other work necessary to replace existing water services from each property to the water main, as called out on the plans. All concrete and asphalt removal requires saw-cutting and removal from joint to joint. This item includes saw cutting. Any connections to a live water main shall be made by a City Water Special Operator.

Water service tubing shall be "Blue Poly-coated Copper" that meets ASTM B88 and ANSI/NSF 61 Standards. Type COPKSOFTPOLBL160 for the 1-inch service and COPKSOFTPOLBL1120 for the 1 ½-inch service.

The poly-coated copper tubing may be obtained from: Pace Supply, 8400 24th Street, Sacramento, CA 95826, (916) 379-5100, www.pacesupple.com; Ferguson Waterworks Sales, (916) 381-6100, www.ferguson.com; R & B Company, 5364 S. Villa Avenue, Fresno, CA 93722, (559) 834-1040, www.rbcompany.com.

The new water service piping shall run from the water main to the corresponding private property's sidewalk or planter area, in a new water service box. Installation of new meters is not part of this contract. The contractor shall provide and install the curb stop and meter valve.

All service connections at the main shall be a minimum of 1-inch and threaded direct tap use c.c. style stop. The Contractor is required to provide his own tapping equipment. The contractor shall install an AWWA X pack joint corporation stop, Ford FB 1000 or F 1000 at the main tap. Water service connection larger than 2-inch shall include a gate valve at main and shall be ductile iron as per City Standard W-4.

Meter boxes shall be style B 30 for 1-inch service or B 36 for 1 ½-inch or 2-inch service, concrete with traffic rated lids, installed flush with the sidewalk surface. Boxes shall be placed on 1-½ inch crushed drain rock extending a minimum of 6 inches below the bottom of the box and a minimum of 6 inches outside the outside edges of the box on all four sides to the full depth below the bottom of the box. On the water services to be relocated, City forces will remove and install all meters.

All connections to live mains and reconnections of the service connections ("hot taps") shall be made by a City Water Special Operator. The Contractor will not be allowed to make connections to live water lines.

Where the plans call for a relocation of an existing water service due to the proximity of the sewer lateral, the Contractor shall install a new water meter box at a minimum of tenfeet (10') from the sewer lateral.

Payment for Item 10-1.36, "New Water Service and Box," shall be at the contract unit price, in two pay items: (1) "New 1" Water Service and Box", (2) "New 1-1/2" Water Service and Box", as set forth in the proposal and shall include all labor, materials, tools, equipment, excavation, backfill, aggregate base, compaction, paving, sterilization and all work necessary for the completion of this item.

10-1.37 CONCRETE SIDEWALK/HANDICAP RAMP

The Contractor shall install concrete sidewalk and handicap ramp in accordance with the Plans, and these Special Provisions. This item shall include subgrade preparation, base material, and compaction.

10-1.37A Aggregate Subbase -- Aggregate subbase shall be class 3 with 4 inches minimum depth and shall conform to the provisions in Section 25 "Aggregate Subbases," of the State Specifications, the Plans, and these Special Provisions. The Contractor shall uniformly moisture condition the aggregate subbase to at least the optimum moisture content and compact to at least 90%, relative compaction, as determined by ASTM D1557.

10-1.37B Aggregate Base — Aggregate base shall be Class 2 with 4 inches minimum depth and shall conform to the provisions in Section 26 "Aggregate Bases," of the State Specifications, the Plans, and these Special Provisions. The aggregate shall conform to the ¾-inch maximum grading specified in Section 26-1.02B, "Class 2 Aggregate Base," of the State Specifications. The Contractor shall uniformly moisture condition the aggregate base to at least the optimum moisture content and compact to at least 95%, relative compaction, as determined by ASTM D1557.

The Contractor shall uniformly moisture condition the subgrade to at least 3% above the optimum moisture content to a depth of 12-inches and compact to at least 90% but not more than 95%, relative compaction, as determined by ASTM D1557.

The concrete sidewalk shall have a minimum thickness of 4-inches, minimum 5-sack mix (3000 psi), 3-inch to 5-inch slump, match the existing adjacent concrete walk finish and in accordance with the Plans and these Special Provisions.

The concrete walk shall have ½" felt expansion joint to be installed at 60' maximum intervals and control joints spaced every 10' on center.

The contractor shall install 10 mil polyolefin vapor barrier where concrete does not abut against hardscape, such as a park strip or planting area in accordance with Section10-1.29 "10 Mil Polyolefin".

Actual work quantities to be paid are those quantities marked and agreed upon in the field between the Engineer and the Contractor prior to demolition. No additional repairs beyond the limits marked and agreed upon in the field, as actual quantities will be paid therefor.

Payment for Item 10-1.37, "Concrete Sidewalk and Handicap Ramp," shall be at the contract square foot price as set forth in the proposal for Bid Item 19 "Concrete Sidewalk and Access Ramp" and shall include all labor, materials, tools, equipment, backfill, aggregate base, compaction and all work necessary for the completion of this item.

10-1.38 10 MIL POLYOLEFIN

The contractor shall install 10 mil polyolefin vapor barrier where concrete does not abut against hardscape, such as a park strip or planting area. The vapor barrier shall be installed to a minimum depth of 18 inches. The vapor barrier shall be installed to a minimum of 12 inches under sidewalks.

Payment for Item 10-1.38, "10 Mil Polyolefin," shall be considered as included in the price paid for "Concrete Sidewalk and Handicap Ramp" and Commercial and Alley Driveway Approach" respectively, as set forth in the proposal and no additional compensation will be made. This includes all labor, materials, tools, equipment, and all work necessary to complete this item

10-1.39 CURB AND GUTTER

The Contractor shall install concrete curb and gutter in accordance with the Plans, and these Special Provisions. This item shall include subgrade preparation, base material, and compaction.

Unless the curb replacement is for an entire length of the property frontage, curb height and gutter pan width shall match existing adjacent curb dimensions.

Where curb replacement covers a full property frontage, the curb height and/or gutter pan width shall be in accordance with the plans. Transition curb and gutter dimensions over a distance of 3 feet from existing to the dimensions contained in the plans.

Aggregate base shall be Class 2 with 4 inches minimum depth and shall conform to the provisions in Section 26 "Aggregate Bases," of the State Specifications, the Plans, and these Special Provisions. The aggregate shall conform to the ¾-inch maximum grading specified in Section 26-1.02B, "Class 2 Aggregate Base," of the State Specifications.

Payment for Item 10-1.39, "Curb and Gutter," shall be at the contract linear foot price as set forth in the proposal and shall include all labor, materials, tools, equipment, backfill, aggregate base, compaction and all work necessary for the completion of this item.

10-1.40 NEW TREEWELLS

The Contractor shall install new treewells where shown on the plans and detailed in the plans.

Treewells contained within the sidewalk for new trees shall be in accordance with the treewell contained in these plans.

Aggregate base shall be Class 2 with 4 inches minimum depth and shall conform to the provisions in Section 26 "Aggregate Bases," of the State Specifications, the Plans, and these Special Provisions. The aggregate shall conform to the ¾-inch maximum grading specified in Section 26-1.02B, "Class 2 Aggregate Base," of the State Specifications.

Payment for 10-1.40 "New Treewells" shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.41 COMMERCIAL DRIVEWAY/ALLEY APPROACH AND VALLEY GUTTER

The Contractor shall install driveways, alley approaches, and valley gutters in accordance with the Plans and these Special Provisions. This item shall include all items to properly construct commercial and alley driveways per these plans.

Concrete for driveway and alley approaches and valley gutter shall be 4,000 psi.

The Contractor shall uniformly moisture condition subgrade to at least 3% above the optimum moisture content to a depth of 12-inches and compact to 90%, but not more than 95%, followed by 6-inches thick of Caltrans Class 2 aggregate base compacted to 95% relative compaction, as determined by ASTM D1557.

The contractor shall install 10 mil polyolefin vapor barrier where concrete does not abut against hardscape, such as a park strip or planting area in accordance with section10-1.29 "10 Mil Polyolefin".

Payment for Item 10-1.41, "Commercial Driveway/Alley Approach and Valley Gutter," shall be at the contract square foot price set forth in the proposal and shall include all labor, materials, tools, equipment, aggregate base, compaction, and all work necessary for the completion of this item.

10-1.42 RESIDENTIAL DRIVEWAY APPROACH

The Contractor shall install the residential driveway in accordance with the plans and as specified herein.

Concrete for driveway shall be 4,000 psi.

The contractor shall install 10 mil polyolefin vapor barrier where concrete does not abut against hardscape, such as a park strip or planting area in accordance with section10-1.29 "10 Mil Polyolefin".

The Contractor shall moisture condition subgrade to at least 3% above the optimum moisture content to a depth of 12-inches and compact to 90%, but not more than 95%, followed by 6-inches thick of Caltrans Class 2 aggregate base compacted to 95% relative compaction, as determined by ASTM D1557.

Payment for Item 10-1.42, "Residential Driveway Approach" shall be at the contract square foot price set forth in the proposal and shall include all labor, materials, tools, equipment, aggregate base, compaction, and all work necessary for the completion of this item.

10-1.43 ASPHALT CONCRETE

This work shall consist of applying tack coat and hot mix asphalt in accordance with the plans and these Special Provisions.

10-1.43A Hot Mix Asphalt – Hot Mix Asphalt shall be Type A in accordance with the provisions in Section 39, "Hot Mix Asphalt" of the State Specifications.

Hot mix asphalt shall conform to Section 39 of the State Specifications and shall be HMA Type A using PG 64-10 asphalt binder. Aggregate used in the base and intermediate layers shall be ¾" maximum, medium grading and the final wearing course should be Type A, ½" maximum, medium grading. Sections of paving to receive greater than 3-inches of new hot mix asphalt shall be paved in two separate lifts. Hot mix asphalt shall be spread in the number of layers indicated in Section 39-6, "Spreading and Compacting" of the Standard Specifications and shall be compacted with approved equipment as delineated in the State Specifications.

Hot mix asphalt shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

Prior to spreading hot mix asphalt, a paint binder of asphaltic emulsion shall be furnished and applied uniformly to contact surfaces of all cold pavement joints, curbs, gutters and to other surfaces designated by the Engineer.

A paint binder (tack coat) of asphaltic emulsion shall be applied to the vertical and flat areas to be surfaced in accordance with Section 39-4 of the Standard Specifications. Prime coat will not be required on base rock. Asphaltic emulsion shall be type SS1 unless otherwise permitted by the engineer.

- **10-1.43B Removal and Disposal** Existing surfacing and any other materials within the saw cut or milled lines shall be removed to a depth of approximately 3 inches. All asphalt grindings shall be disposed of by the Contractor.
- **10-1.43C Thickness** The compacted thickness of hot mix asphalt overlay shall be in accordance with the plans and shall be placed in compliance with the State Specifications.

Payment for item 10-1.43, "Asphalt Concrete," shall be included and paid for in four (4) bid items: "3-Inch (3") Asphalt Concrete FDR Wear Course" "Asphalt Concrete Patch

(4"AC/15.5"AB), and "Asphalt Concrete Patch (3"AC/11"AB) and "Asphalt Concrete Patch (5"AC/20.5"AB), at the contract square foot price as set forth in the proposal and shall include all labor, materials, tools, equipment, compaction, and all work necessary for the completion of this item.

10-1.44 AGGREGATE BASE

The Contractor shall furnish and install aggregate base in accordance with the detail shown on the plans, and these Special Provisions.

Aggregate base shall be Class 2 and conforms to the ¾-inch maximum grading provisions in Section 26, "Aggregate Bases" of the 2015 State Standard Specifications.

The Contractor shall, to a depth of 12-inches, prepare subgrade in areas to receive aggregate base by uniformly moisture conditioning the sub-grade to at least 3% above the optimum moisture content and compact to at least 90%, but not more than 95%, relative compaction, as determined by ASTM D1557.

Payment for item 10-1.44, "Aggregate Base," shall be considered as included in the payment under all concrete and asphalt, and as specified on the plans and specifications. The item shall include all labor, materials, tools, equipment, compaction, and all work necessary for the completion of this item.

10-1.45 TACK COAT APPLICATION

Immediately prior to placing the final asphalt lift, a tack coat of asphalt cement shall be applied to all edges where new asphalt is placed against existing pavement surfaces and along the outside edge of the gutter pan and in all vertical surfaces. The tack coat shall be applied uniformly at a rate of $0.02-0.10~\text{gal/yd}^2$ of surface covered. The application temperature shall be a minimum 290°F to assure uniform distribution. The contractor shall make every effort to keep the gutter pan clean and shall apply the tack coat adjacent to the gutter pan with a hand held applicator nozzle. Contractor shall thoroughly remove asphalt cement and clean any surfaces not scheduled for overlay.

Payment for Item 10-1.45, "Tack Coat Application," shall be considered as included in the price paid for Asphalt Concrete with no additional compensation will be made. This includes all labor, materials, tools, equipment, and all work necessary to complete this item

10-1.46 REMOVE AND REPLACE STORM DRAIN LID

This work shall consist of the removal of a square swinging door storm drain lid and the replacement in kind with a traffic rated swinging lid, as shown on the plans.

Payment for Item 10-1.46 "Remove and Replace Storm Drain Lid" shall be at the contract Lump Sum price as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.47 TYPE "C" CATCH BASIN

The Contractor shall install storm drain catch basin, "Type C" in accordance with the Plans, and these Special Provisions.

The existing pipe shall be cut to match the wall of the drop inlet and have a two-foot (2') sump.

Payment for Item 10-1.47, "Type "C" Catch Basin," shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.48 INSTALL 6" SANITARY SEWER MAIN

This work shall consist of the construction of a 6-inch diameter sewer line where shown on the plans.

The sewer pipe material shall be SDR - 26 or approved equal.

Trenching and backfill shall conform to these plans. All surplus material shall become the property of the Contractor and shall be disposed of outside the right-of-way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement for Disposal of Material Outside the Highway Right-of-Way".

Payment for Item 10-1.48 "Install 6" Sanitary Sewer Main" shall be at the contract unit price for the two items as set forth in the proposal and shall include all labor, materials, tools, equipment, trenching, backfilling and all work necessary for the completion of this item.

10-1.49 STANDARD MANHOLE

The Contractor shall construct new sewer manhole and storm drain manhole where indicated on the plans, provide continuous service (existing mains), provide backfill material, and restore site paving in conformance with the plans. Manhole frame and cover shall be a D&L Supply Company A-1094 or approved equal. A concrete collar shall be placed around each manhole frame consisting of 4000psi concrete with two #4 rebar loops.

All incoming and out flowing sewer mains or laterals shall be extended and re-connected to the new manhole as required, using like materials and C-594 sewer repair couplings with stainless steel shear rings, or an approved alternative method.

The Contractor shall install new manhole frames and covers at each site. Reuse of existing frames and covers shall not be permitted.

Any sewage spills, or any construction debris that falls into the sewer main, shall be cleaned up at the Contractor's expense and to the satisfaction of the Engineer.

References:

- 1. Sewer Manhole Details (S-1)
- 2. Drop Manhole (S-2)
- 3. Manhole Frame and Cover (S-3)
- 4. Large Size Manhole Frame and Cover (S-3A)
- 5. PCC Collar Pipe Connections (SD-8)
- 6. Storm Drain Manhole Details (SD-10)
- 7. Alternate Storm Drain Manhole (SD-11)

Payment for Item 10-1.49 "Standard Manhole," shall be at the contract unit price as set forth in the proposal and shall include all work required to complete the project for a Sanitary Sewer Manhole or Storm Drain Manhole, including but not limited to, all labor, materials, tools, equipment, demolition, excavation, backfill, compaction, resurfacing, and all work necessary for the completion of this item.

10-1.50 SANITARY SEWER BYPASS PUMPING

The Contractor shall provide a sewer pump bypass plan to the City Engineer for approval, prior to the start of work. The Contractor shall provide for the flow of the sewage around the section of sewer lines designated for replacement. The bypass shall be made by plugging the line at an existing upstream manhole, or other approved access point, and pumping or directing the flow to a downstream manhole or adjacent sanitary sewer system.

While bypass pumping is being performed, the sewer bypass system shall always be monitored and maintained by the Contractor. The Contractor will provide names, contact information, and schedules of all individuals who will be monitoring the sewer bypass system.

All piping, joints, and accessories must be designed to withstand at least the maximum bypass system pressure. The bypassing pipelines will not be flexible hose type unless approved by the City. During by-pass pumping, no sewage will be leaked, dumped, or spilled in or onto any area outside of the existing sanitary sewer system. The Contractor shall provide adequate pumping equipment and force mains in order to maintain reliable sanitary sewer service in all sanitary sewer lines involved. The Contractor must have backup pumps and force mains on the job site in case of equipment failure. Under no circumstances will the flow be interrupted or stopped such that damage is done to either private or public property or sewage flows or overflows into the storm sewer or natural waterway. When bypass pumping operations are complete, all piping must be drained into the sanitary sewer prior to disassembly.

If sewage back up or spills occur, and enter buildings or property, the contractor shall be responsible for cleanup, repairs, property damage costs, fines and claims. The Contractor shall be responsible for continuity of sanitary sewer service to any facility connected to the section of sewer during the execution of the work.

Mitigation of noise generated by the bypass system must be addressed by the Contractor. All pumps, primary and backup, will be at a minimum by sound-attenuated and insulated to maintain 60 decibels at 50-feet or better. Placement and location of all pumps shall be placed in such a way to minimize the noise level to the greatest extent possible. Pump placement details and support appurtenances must be detailed in the bypass plan submitted by the Contractor.

The contract lump sum price paid for 10-1.50 "Sanitary Sewer Bypass Pumping" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.51 SANITARY SEWER LATERALS

The Contractor shall construct new 4-inch sanitary sewer laterals where indicated on the plans. The laterals crossing over water mains shall comply with City Standard Dwg. W-1 with water quality sewer lateral 9-feet each side of the water main. The material shall be Class 200 PVC or C900 Class DR-18 (235 psi).

Payment for Item 10-1.51, "Sanitary Sewer Laterals," shall be at the contract unit price per each lateral as set forth in the proposal, and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.52 REMOVE AND RELOCATE SIGNS

The Contractor shall remove existing traffic sign pole and base where shown on the plans to be removed. The Contractor shall fill and compact void and patch hole to match existing material and grades.

All surplus material shall become the property of the Contractor and shall be disposed of outside the right-of-way.

The Contractor shall install traffic sign pole and base where shown on the plans to be installed.

The Contract may reuse the existing sign or base if approved by the City Inspector, if not the Contractors shall replace the sign or base with a new sign or base to match. Installation shall be the same as City of Merced Standard Detail TC-4 without the sign.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final clean up as provided in Section 4-1.13, "Cleanup," of the State Standard Specifications.

All surplus material shall become the property of the City of Merced and shall be delivered to the City of Merced Corporation Yard at 1776 Grogan Avenue, Merced, Ca.

Payment for Item 10-1.52, "Remove and Relocate Signs," shall be at the contract unit price as set forth in the proposal, and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.53 RECONNECT 8" IRRIGATION LINE

The Contractor shall reconnect the existing 8-inch irrigation line where shown on the plans. The pipe shall match the existing pipe material.

Payment for Item 10-1.53 "Reconnect 8" Irrigation Line," shall be at the contract Lump Sum price as set forth in the proposal, and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

10-1.54 SIGNAL DETECTOR LOOPS W/2070 CONTROLLER

The Contractor shall replace traffic loops as shown on the plans and called for in these specifications. Removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed of in an approved manner.

Detector loop cable (DLC) shall be Type B, and conform to Caltrans Section 86-5, "Detectors," of the 2010 Sate Standard Specifications and these Special Provisions.

There are approximately five (5) loop detectors to be replaced plus one (1) Bike Lane Detector Loop.

Loop wire shall be Type II, and sealant shall be hot melt rubberized asphaltic sealant.

The sixth paragraph in Section 86-5.01A(5), "Preformed Inductive Loops," of the 2010 State Standard Specifications is hereby amended to read as follows:

Loop Conductors for each direction of travel for the same phase of a traffic signal system, in the same pull box, shall be spliced to an existing cable or cables which run from the pull box adjacent to the loop detector to the field terminals on the appropriate terminal block mounted in the existing controller cabinet as shown on the plans. Loop wire shall not be spliced except to the cable lead-in wire within the curbside pull box.

Contractor shall install new detector loop cards, Reno A & E 222 Series, two channel, detector cards w/audible detect signal.

All splices between loops and the lead-in cable shall be soldered as specified in section 86-2.09C, "Connectors and Terminals," of the 2010 State Standard Specifications. Open flame soldering will NOT be permitted. In addition, splices between loops and lead-in cable shall be covered with a layer of sealing compound, as approved by the Engineer, and allowed to dry thoroughly before any tape is applied.

Paragraph under No. 5 in Section 86-2.09D, "Splicing," which permits splicing of ungrounded conductors is hereby deleted.

The Contractor shall be responsible for saw cutting the loop slot. The saw cutting shall be made in a neat, straight line. Alternatively, the contractor may install Type E, (except bicycle loops) utilizing a machine for each loop and provide additional saw cut slot to the curbside pull boxes.

After the Type II loop wire has been installed in the slot and satisfactorily tested for continuity and resistance, the slot shall be filled with sealant. In lieu of the requirements in the fourth paragraph of Section 86-5.01A(5), "Preformed Inductive Loops," of the 2010 State Standard Specifications, slots in asphalt concrete pavement shall be filled as follows:

After conductors are installed in the slots cut in the pavement, paint binder (tack coat) shall be applied to all vertical surfaces of slots in accordance with the provisions in Section 94, "Asphaltic Emulsions," of the State Specifications. The slots shall then be filled with asphaltic concrete sealant.

Temperature of sealant material during installation shall be above 70 degrees F. Air temperature during installation shall be above 50 degrees F. Sealant placed in the slots shall be compacted by use of an 8-inch diameter by 1/8-inch thick steel hand roller or another tool approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Minimum conductor coverage shall be 5/8-inch. Excess sealant remaining after rolling shall not be reused. On completion of rolling, traffic will be permitted to travel over the sealant.

New Model 2070L controller assemblies

shall conform to the requirements of "Transportation Electrical Equipment Specifications" (TEES) and "Traffic Signal Control Equipment Specifications" (TSCES),

issued by the State of California, Department of Transportation and to all addendums thereto current at the time the contract is bid.

The Model 2070L controller shall be manufactured by Trafficware by Naztec and have the latest version of Apogee NTCIP-based local intersection software installed.

The Model 2070L controller shall be warranted for a minimum of 3 years. The warranty shall guarantee the Model 2070L controller and Ethernet Module to be free from defect from assembly, fabrication, and materials. The warranty shall be provided in writing.

The warranty shall be measured from the date of receipt by the Engineer. The manufacturer shall be responsible for maintaining a list of equipment supplied and warranty information during the period of the warranty contract. A report shall be submitted to the Engineer annually which details the status of equipment warranties.

The controller shall be the "lite" version Model 2070L (Caltrans Rack Mount type). The controller shall be equipped with the following modules:

2070-1B	CPU module, with 10 Mb Ethernet Port
2070-2A	Field I/O module with C1 connector
2070-3B	8x40 Line Display and dual keyboard panel
2070-4B	Heavy-Duty 3A Power Supply Module
OS-9	Microware OS9 real-time operating system,
embedded on CPU	

Two copies of the software operations manual shall be provided with each Model 2070L controller assembly delivered.

Payment for Item 10-1.54, "Traffic Signal Detector Loops," shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, compaction, and all work necessary for the completion of this item.

10-1.55 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Markings," of the State Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m-2 lx-

1. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m-2 lx-1. Green thermoplastic pavement markings shall have a minimum initial retroreflectivity of 75 mcd m-2 lx-1.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material for traffic stripes shall be applied at a minimum rate of 0.2 lb/ft. The minimum application rate is based on a solid stripe of 4 inches in width.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)	
0.079	0.27	
0.098	0.34	

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

Payment for Item 10-1.55, "Traffic Stripes and Pavement Markings," shall be at the contract lump sum price as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-1.56 HYDRANT PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers," of the State Standard Specifications, and these Special Provisions.

At the option of the Contractor, a hot-melt bituminous adhesive may be used to cement the markers to the pavement, instead of the Rapid Set Type or Standard Set Type adhesive specified in said Section 85-1.03 "Construction," of the State Standard Specifications. The bituminous adhesive material, if used, shall conform to the following:

Specification Test Method	ASTM Requirement	
Flash Point, COC, degrees F	D 92	550 minimum
Softening Point, degrees F	D 36	200 minimum
Brookfield Viscosity, 400 degrees F	D 2196	7,500cP,maximum
Penetration, 100g, 5 sec, 77 deg.	D 5	10 - 20 dmm
Filler Content, % by weight	D 2371	50 - 75
(Insoluble in 1.1.1 Trichloroethane)		

Filler material used in bituminous adhesive shall be Type PC, Grade III Calcium Carbonate conforming to the requirements of ASTM Designation D1199, and shall conform to the following fineness:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall have a maximum safe heating temperature that allows for application of the adhesive within the temperature range specified for application. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer. Bituminous adhesive shall be indirectly heated in an applicator with continuous agitation. The adhesive shall be applied at a temperature between 375 degrees F and 425 degrees F. Markers shall be placed immediately after application of the adhesive. Placement of markers using bituminous adhesive shall conform to the requirements for placing markers in said Section 85- 1.03, "Construction," of the State Standard Specifications except as follows:

Markers shall not be placed when the pavement or air temperature is 50 degrees F or less; Blast cleaning of clean, new asphalt pavement surfaces will not be required.

When bituminous adhesive is used for pavement marker placement, traffic control during placement operations shall conform either to the requirements of "Traffic Control System for Lane Closure" or "Traffic Control for Traffic Striping" of these Special Provisions.

Where applicable, the Type G one-way clear reflective pavement marker, shown on Detail 34 of Standard Plan A20-B, shall be a Type H one-way yellow reflective pavement marker. The other pavement markers shown on Detail 34 shall be Type D two-way yellow reflective pavement markers.

The width of the reflective pavement markers, shown on Standard Plan A20-C, is revised to 4.7 inches +/- 0.125 inches. The width of the Type 1 and Type 2 pavement marker recesses, shown on Standard Plan A20-C, is revised to 5 3/16 inches +/- 1/8 inch.

Fire hydrant markers shall conform to the provisions in Section 85, "Pavement Markers" of the State Specifications, the Plans, and these Special Provisions. Pavement markers shall be blue (2- way) reflective Stimsonite Model No. 88AB or approved equal.

Payment for Item 10-1.56, "Hydrant Pavement Markers," shall considered as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-1.57 ADJUST UTILITY BOXES TO FINISH GRADE

Frames, covers, grates of existing sewer/storm drain manholes, water valve boxes and other utility boxes shall be lowered or raised to final grade of finished asphalt in accordance with the provisions in Section 15-2.10, "Adjust," of the State Standard Specifications. The use of raising devices will not be permitted.

This item shall include removal and protection of the existing water valve boxes and sewer frames and covers, and concrete collars. Grade adjustments shall be made in accordance with the City of Merced Standard Designs S-1, W-2, or requirements of the governing utility owner. Contractor shall replace any water utility boxes and/or sewer frame and covers that are damaged during the construction to current City Standards. Contractor shall coordinate all work with the governing utility company.

Upon completion of placement of final pavement on the street, all utility covers (sewer/storm drain manhole, water valve, other utility manhole, and detector handhole covers, etc.) shall be clean and free of any hot mix asphalt and shall seat securely in their frames.

Payment for item 10-1.57 "Adjust Utility Boxes To Finish Grade," shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, disposal, and all work necessary for the completion of this item.

10-1.58 PROJECT FUNDING SIGNS

The City will provide project funding signs. The Contractor shall install the provided project identification sign in accordance with TC-15 (Project Identification Sign).

Payment for Item 10-1.58, "Project Identification Sign," shall be at the contract unit price as set forth in the proposal, and shall include all labor, materials, tools, equipment, and all work necessary for the installation of this item.

<u>10-1.59 RESTORATION</u>

The Contractor shall restore all areas adjacent to the construction area and areas affected during construction to their preconstruction condition. Specifically included in this item are all concrete and asphalt pavement, signs, concrete curb and gutter, curb drains, driveway and alley approach, sidewalk, pavement markings, landscaping and irrigation, fencing and all items damaged during construction.

The Contractor shall also modify any water sprinkler service that has to be moved back of the new sidewalk so that it remains functional after modification. Contractor shall make the modifications using the same type of materials as the existing system, or materials as approved by the Engineer. Contractor shall remove sidewalk formwork, cleanup and backfill with soil and re-sod to match existing landscaping.

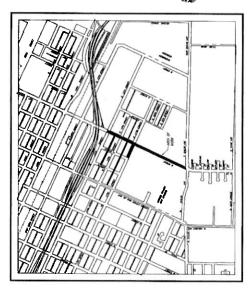
Payment for Item 10-1.59, "Restoration," shall be at the contract lump sum price as set forth in the proposal and shall include all labor, materials, tools, equipment and all work necessary for the completion of this item.

10-1.60 ASTROTURF LANDSCAPING

Landscape shall include the installation of Astroturf where shown on the plans. Astroturf shall be installed per Manufacturer's recommendations for a commercial artificial grass. The areas for the turf are in a dirt area that shall be excavated to a depth of a minimum 3-inches to remove grass and weeds and shall have an underlayment of decomposed granite (DG) or a gravel mix that will allow for drainage.

The underlayment shall be compacted to 90-95 percent relative compaction.

Payment for "Astroturf Landscape" shall be at the contract unit price as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.



ALLEYS 11TH TO 13TH STREET (LPP)

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CHILDS AVENUE TO 13TH STREET

"G" STREET IMPROVEMENTS

PROJECT # 117039

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"G" STREET IMPROVEMENTS
CHILDS AVENUE TO 13TH STREET &
ALLEYS 11TH TO 13TH STREET (LPP)

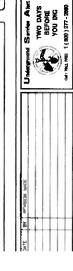
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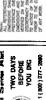
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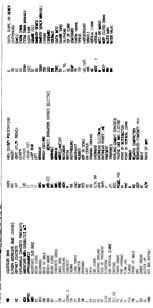
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ABBREVIATIONS

TOPOGRAPHIC SYMBOLS



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City of Merced

DEPARTMENT OF ENGINEERING ENANCTONG PROJECTS AND STANDARDS STR W. 18th Street (2019) 186-5846

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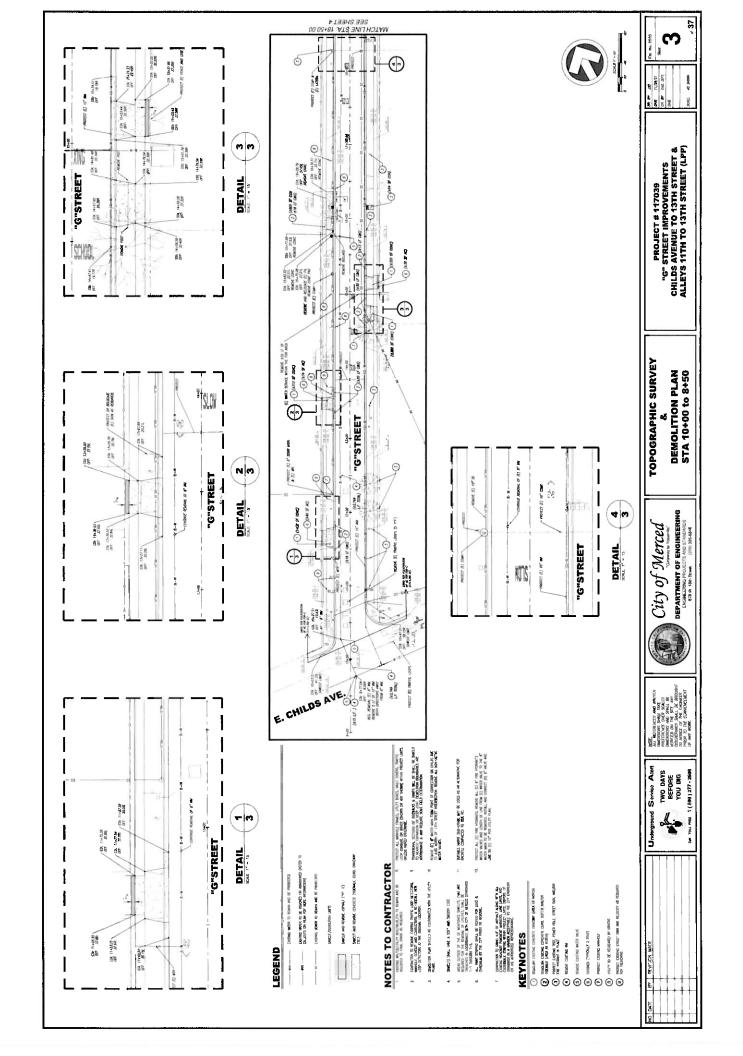
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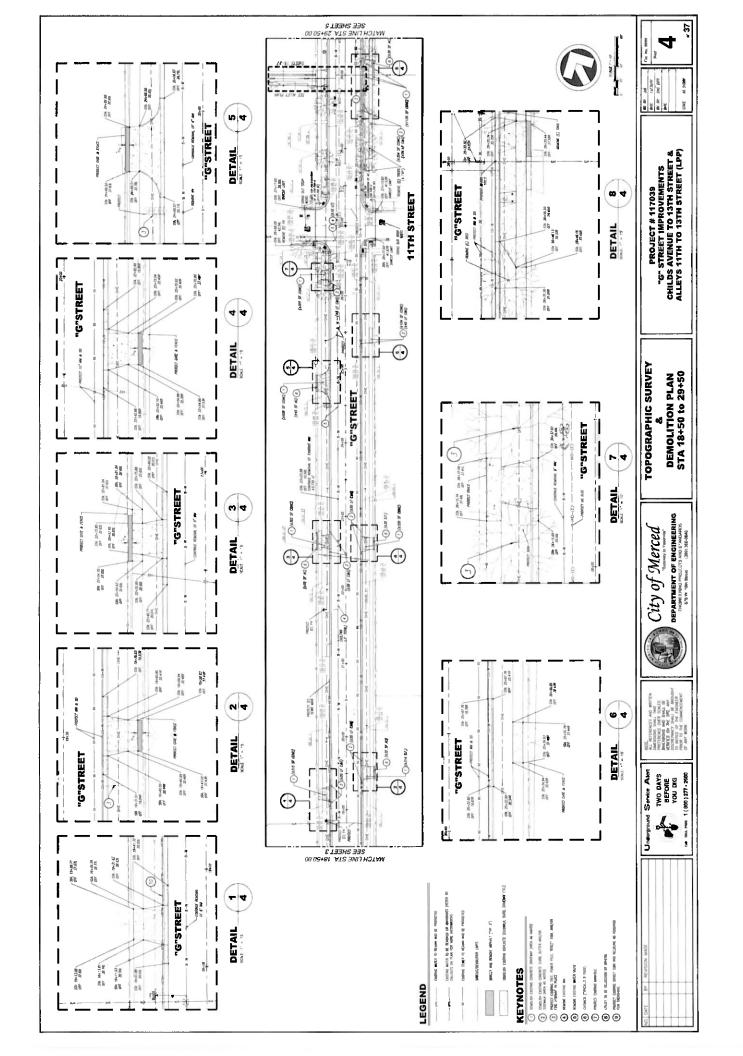
Underground Service Alert

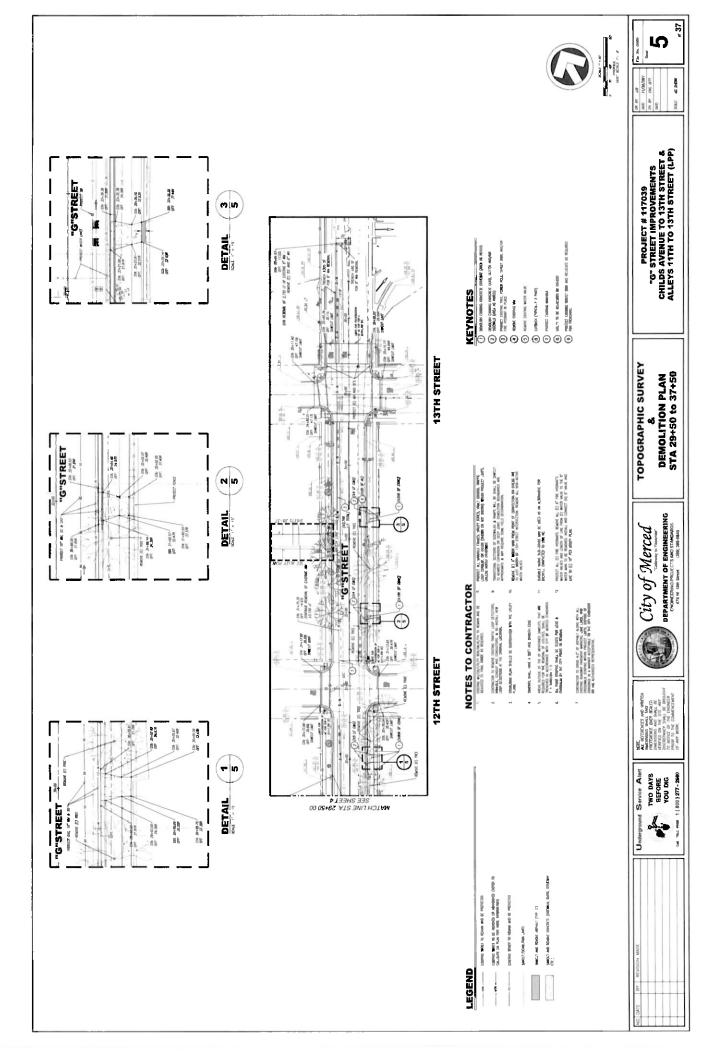
GENERAL NOTES

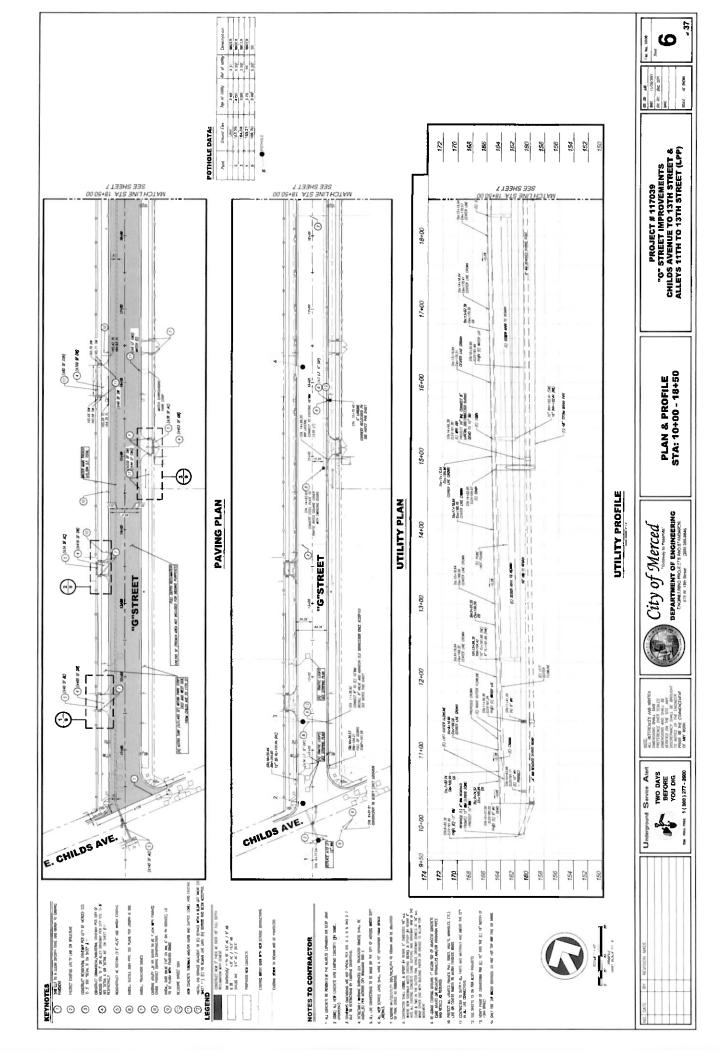
"G" STREET IMPROVEMENTS
CHILOS AVENUE TO 13TH STREET &
ALLEYS 11TH TO 13TH STREET (LPP) PROJECT # 117039

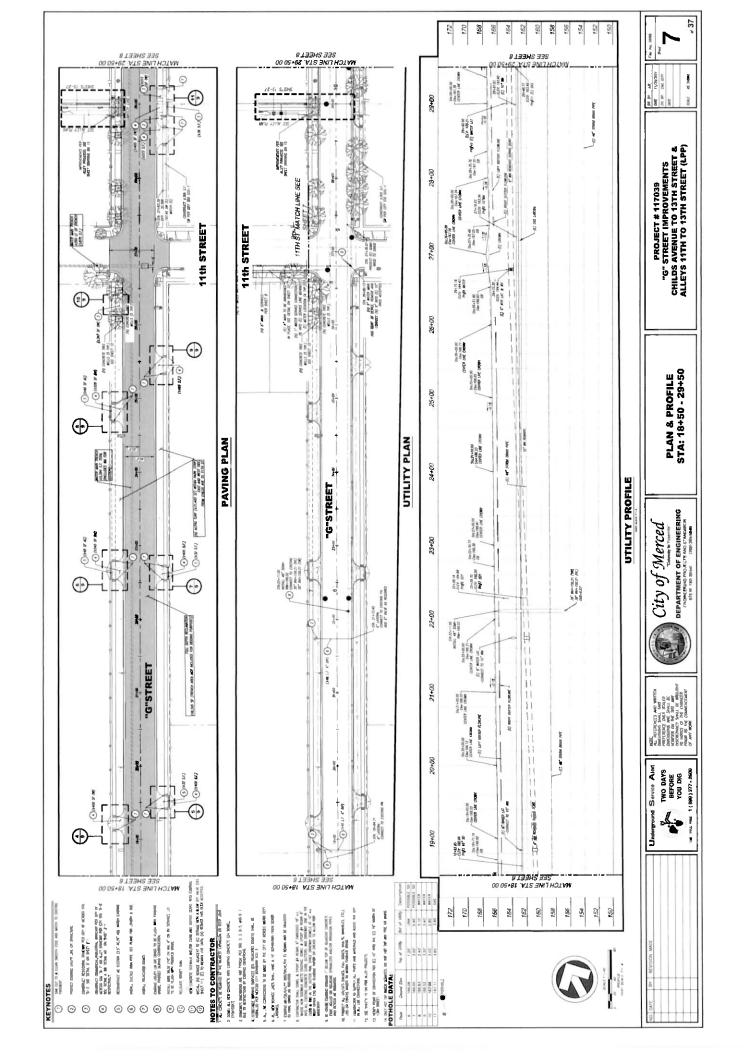


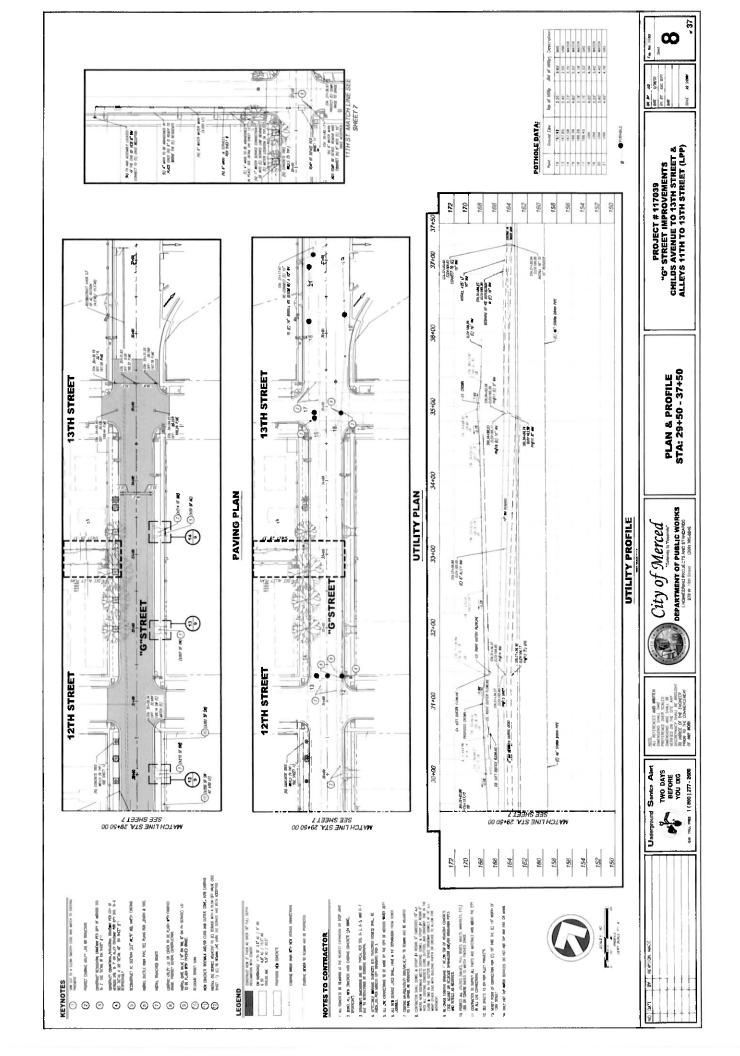


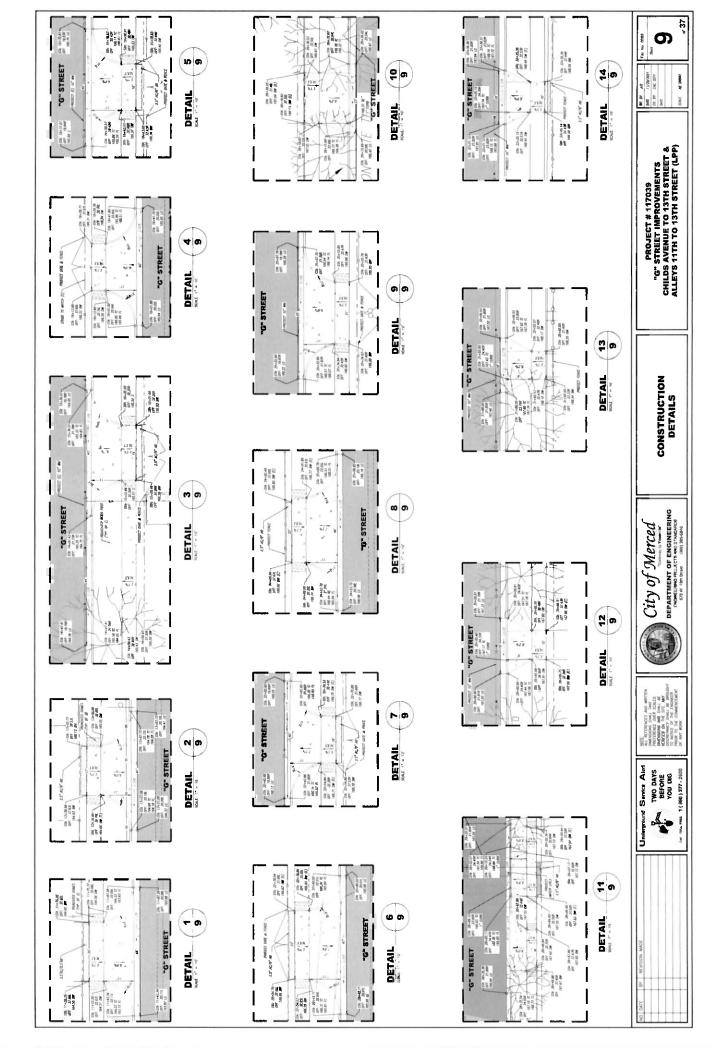


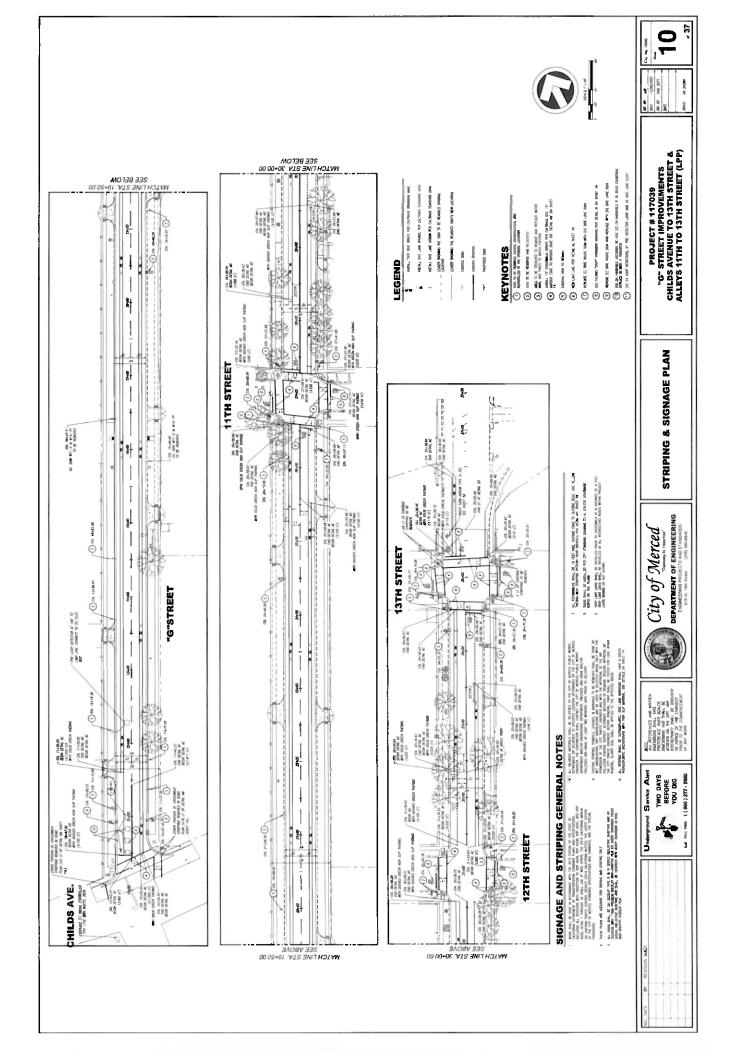


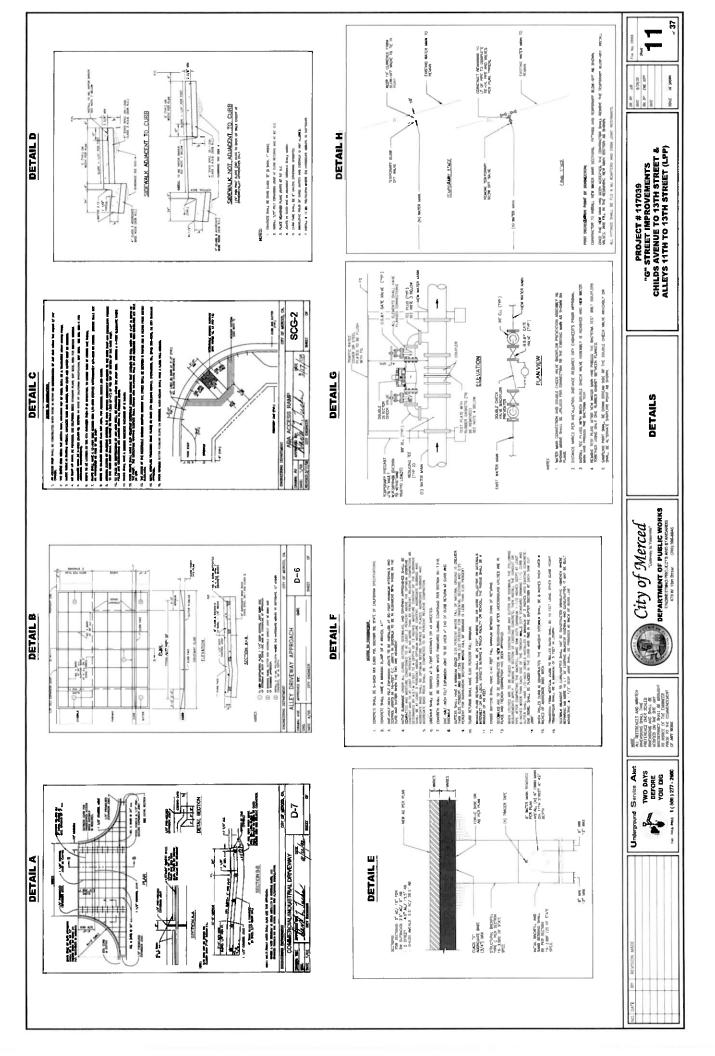


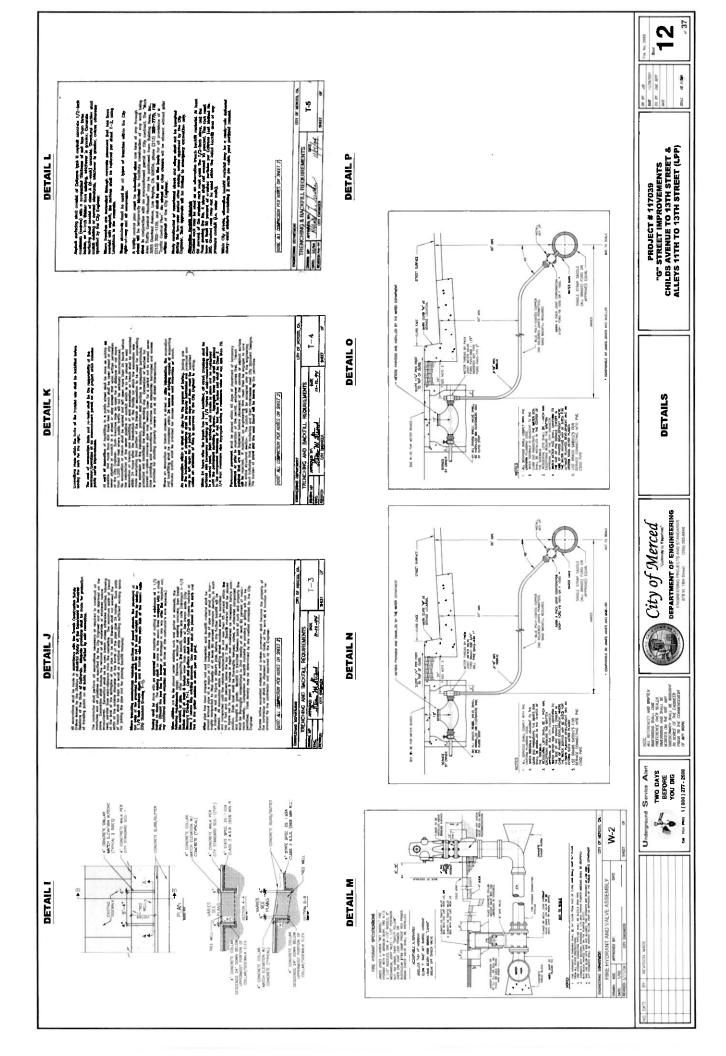


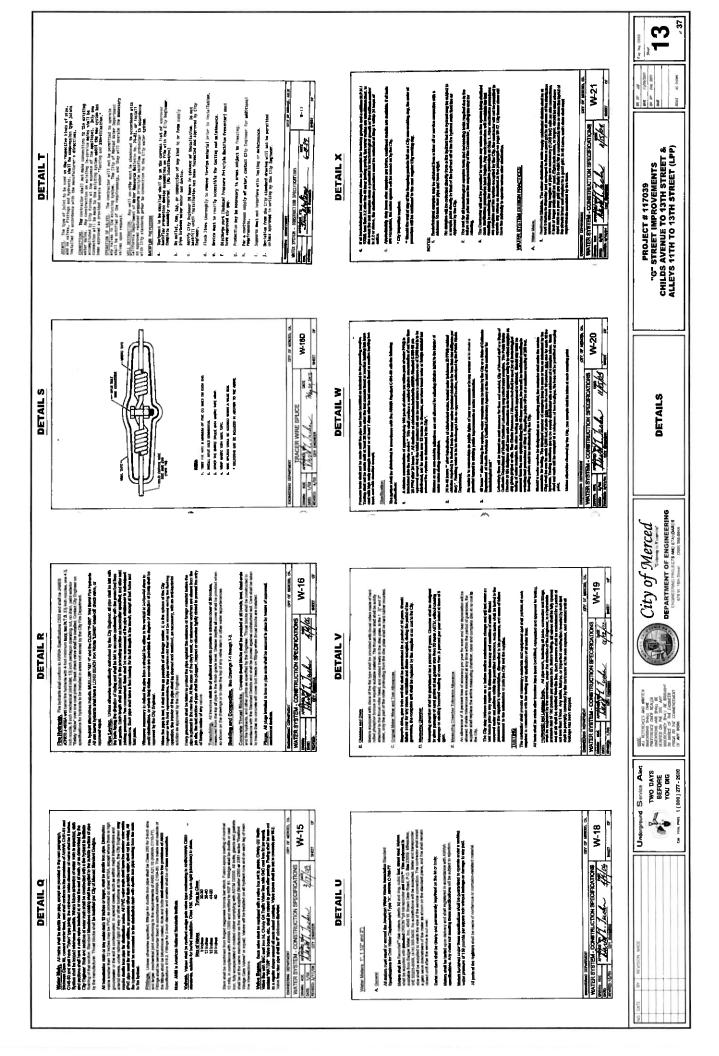


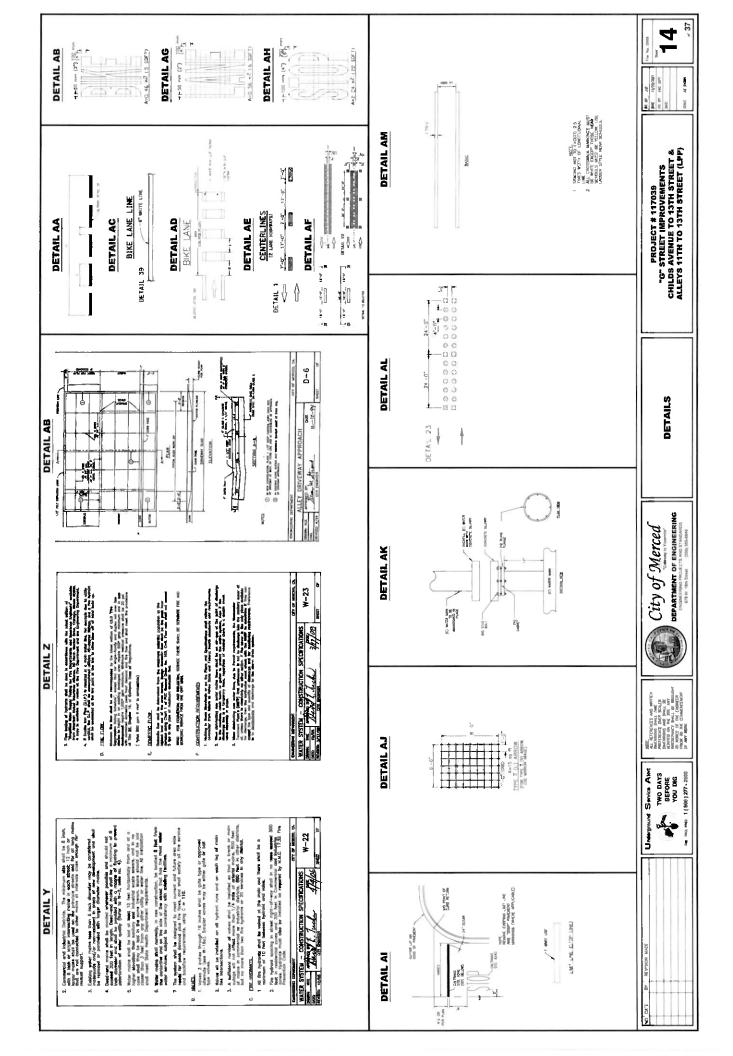












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 - APPRONE OF THESE IMPROBILIES FAMILY AS SHOWN BOCK HOT CONSTRUKE APPROAGE OF ARE CONSTRUCTION CURSES. THE PROJECT BOUNDARY
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15, Sail SHACK PER ALL STREET, CLASS AND CUTTES, AND CONCRETE FLANDERS SHALL BE MADELINES COMMITTED AND ARREST THE STREET SHALL SHAL

13, NO FINAL PARKED, BIC CODE LARRE, EXISTING POWER, POLES AND OTHER FACILITIES, ARE INCLUDEDD GARBIE THE APENS TO BE PRICE.

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20. BLUE RETLETINE PANCIENT MANGES SWALL IE MSTALLES AT EACH FIVE HYDIMAT LECKTON AS SYGNA ON THE PLANS

21 ALL TRAFTS STORS AND STREET WARE STORE SHALL BE VIGH ROFLICTIVE GRACE MATCHALS.
22. ALL CHRIS AND GRITTER, AND STORMAK ARDAS SHALL BE CONSTRUCTED PER OTH STANDARDS SIGGA-1 AND SIGGA-6.

16. ALL UNIDIDIDIDIDI UTUTIS SHALL BE CONSTITUTED PRICE TO THE PLACIDIDIT OF BASE RICK UNLESS OTHERWISE APPROVED BY THE CITY DISHIEST.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISTANSIO ALL PERMITS, LICENSES, LICENSES, STATE AND FEDERAL AGENCES. FIELD SUBNEY INFORMATION CAN BE PROVIDED BY

COTT OF METICOS PUBLIC MONICOS PROMECENKO PROLUCES AND STANDARME 678 M. 18TH STRUCT MONICOS, CA 85ANO (208) 380-88A6

- TOTY DIGHTON SHALL NEAR THE CITY ENGINEER OR HIS/HER AUTHORIZED AROUT ACTING WITHOUT THE SCOPE OF HS/HER AUTHORISTY
 - THE CONTRACTOR SHALL TELEMONE THE CITY OF MERCED DIGNATURED, (200) 386-6846, AT LEAST SEASH (7) WORKING DAYS PRONT TO STARTING CHATRLECTON WORK.
 - THE CITY SHALL SCHOLLE A PREZIMENTACHOR CONFIDENCE AT THE USE SITE WITH THE CITY, DONOLDEDS, SUSCIPILARZOSS, UNITY COMPANIES, AND OTHER APPOIND ARRIVES AT LESSE SIFEM (?) WHENCE CAN'S PRICE IS STANTING ANY CONFIDENCE WHENCE.
- For Art CALINAL STATES CA AMPROACHS, MARKETS ARE UNCORRED DESSE SUBMITTED. AN OFFICE PROCESSOR OF THE PROCES

28, ALL NAMOLIE FRANCS, UTLATY DONES, WALLY CONCRE, ETC. (SHOWN OR HOLY SHURM), WITHER PROJECT BOUNDARIES, SHALL BE NAMED ON LONGING ET THE CONTRACTOR TO MATCH FRANC PROJECT GRADES. TO TREES WANT, DAY OF THE TOWNSTONE WE WINN WHAT ALL DIES WOOK WHILE BOOK OF THE CONTINUES OF THE PROPERTY OF THE TOWNSTONE WINN THE PROPERTY OF THE TOWNSTONE WE AND THE PROPERTY OF THE TOWNSTON WINN THE TOWNSTON WE WENT OF THE TOWNSTON WHICH THE TOWNSTONE WE WENT OF THE TOWNSTON WENT OF THE TOWNSTON WE WENT OF THE T

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23, WATER WASH SMALL BE CASO SUPPLIES WITH TYTON JOHNS, UNIESS OTNERWISE SPECIFIES, AND SHALL HAVE A MANAGA. ODNES OF 42 NOHES IN THE STRUCT AND 36" IN THE MALEY OR PER PLAN (PHICHOENES IS ORIGINARY).

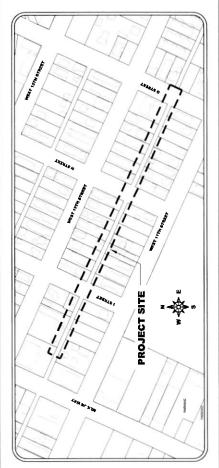
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 - THE CONTINUENCE OPERATIONS SHALL CONTINUENT TO THE HALLS AND HIBLICATION OF THE STATE OF CALIFORNA CONSTRUCTION SPETTY ORDERS POTENDAME TO THOROUGH AND EXCHANGING.

 - 13. AL TIDICHIC, INCOLL, COMPAZION AND PARKO SPALL IR. THE RESPONSIBLITY OF THE CONTINUES AND SPALL CONTINUES TO STANDARDS THE THEOLOGY THE
- NA. THE CONTRACTOR SHALL PROVIDE AF LIAST THO (2) WORKING DAYS ADWARD NOTICE TO THE COSY DIGINESS. PROPERTY PRODUCES TO DOTHING WANTS DAKENESS. THE BONE LIASTED HT DIGINGS WANTS SHALL BE DONE LIASTED BY DISTRICTION OF OTH WANTS SHALL BE DONE LIABSED.

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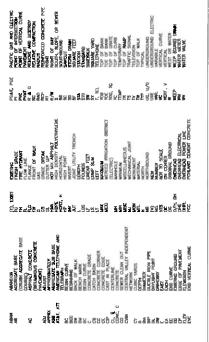


ARTMENT OF ENGINEERING PRECISE OF STANDARD STANDARD PRW. 18th Street (200) MS-6440 y of Merced

GENERAL NOTES

STD PLAN	DESCRIPTION	STD PLAN	DESCH	DESCRIPTION		
		#-30	MATER SYSTEM CONSTRUCTION SPECIFICATIONS	JCTION SPECIFICATIO	2	
ı	ALLY DIRECTORY APPROACH	12-4	MADE STREMS CONSTRUCTION SPECIFICATIONS	истом вукоуполно	92	
1-101	SHIPBLE, DAR & DATER SECTION	22	MEDI STORM CONSTRUCTION SPECIFICATIONS	истом вменяем	2	
7,800	DODA KILIDDING - SOCKAC, GAR & GATOR	#-m	WATER SYSTEM CONSTRUCTION SPECIFICATIONS	истом вмесином	2	
I	PERCHANGE DISAVATION AND BACKFUL.					
1-2	THENCHES IN CONCRETE AREAS		STATION INFORMATION	FORMA	NOL	
F-I	MENCHAL MD BADONL ROUNDARYS			ļ		
1	SUCCEPTED TROOPS OF BUILDING	<u>*</u>	s	Harfield Cooling		
1	TROUGHUS AND BACKFUL REQUIRINGS	Alley Way	6+60 (15+63.5) 1822/34.92 (65/06.52)	H.92 ROUGEST	8 % 15 31 a	1545.51
\$17-6 6-17-6	WALEY GUTTOR & ALENS					
#-3	FIRE HEDRANT AND WALVE ASSIDING		VERTICAL CONTROL	TROI		
7	WATER SERVICE CONNECTIONS		BESCHARLE			
į	11/2" & 2" WATER SERVICE CONNECTIONS		ATABADIN STR	STANDED STATE AND ART OF A THE CAMPO	00000 TO 1000	
e0 -	TEMPORARY BLOW-OFF VALVE					
I	PARLITY BLOCK		SELECTION 187,ET (NATE 08)	CALTE DE		
- 1	THRUSTS BLOCKS		Halleting state contribute	NATION.		
21-15	WATER SYSTEM CONSTRUCTION SPECIFICATIONS		CONTROL PORT FTS0		CONTROL FORT ALL	
#-10	WATER SYSTEM CONSTRUCTION SPECIFICATIONS		ij	•	h i	
4-17	WATER SYSTEM CONSTRUCTION SPECIFICATIONS		ALCONO ANOTHER PROPERTY.		BATTO 667301.2227	
7	WATER STYLEN CONTROLING SPECIFICATIONS		CONTRACT CORT AND		CHARLE AND MC	
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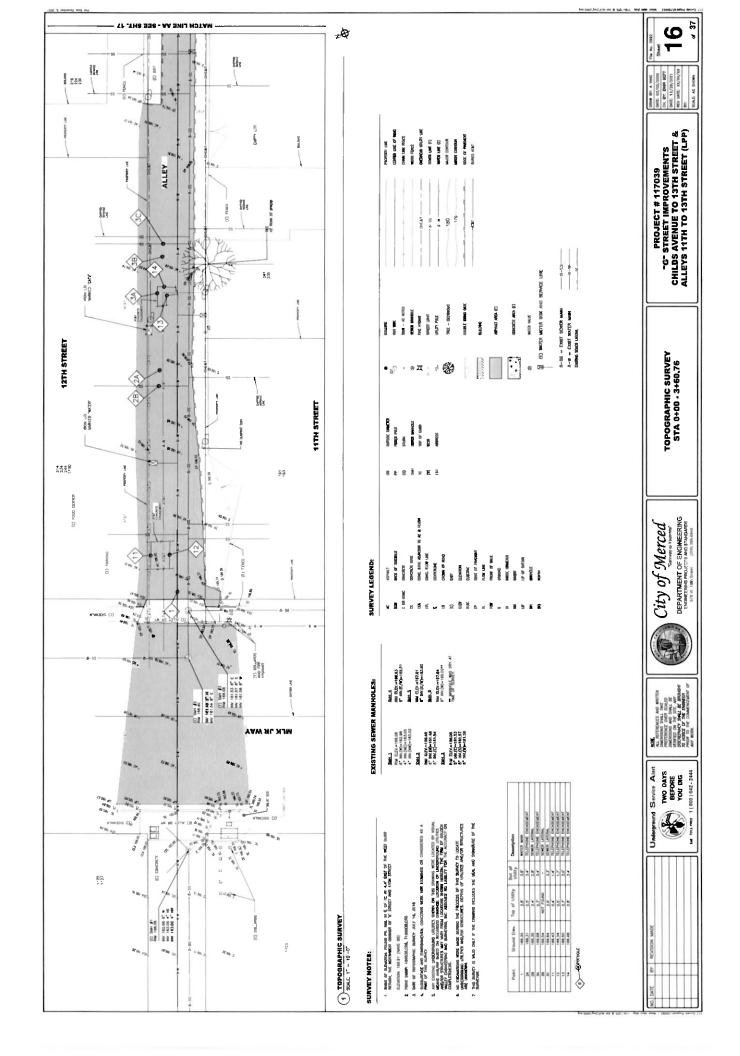
ABBREVIATIONS

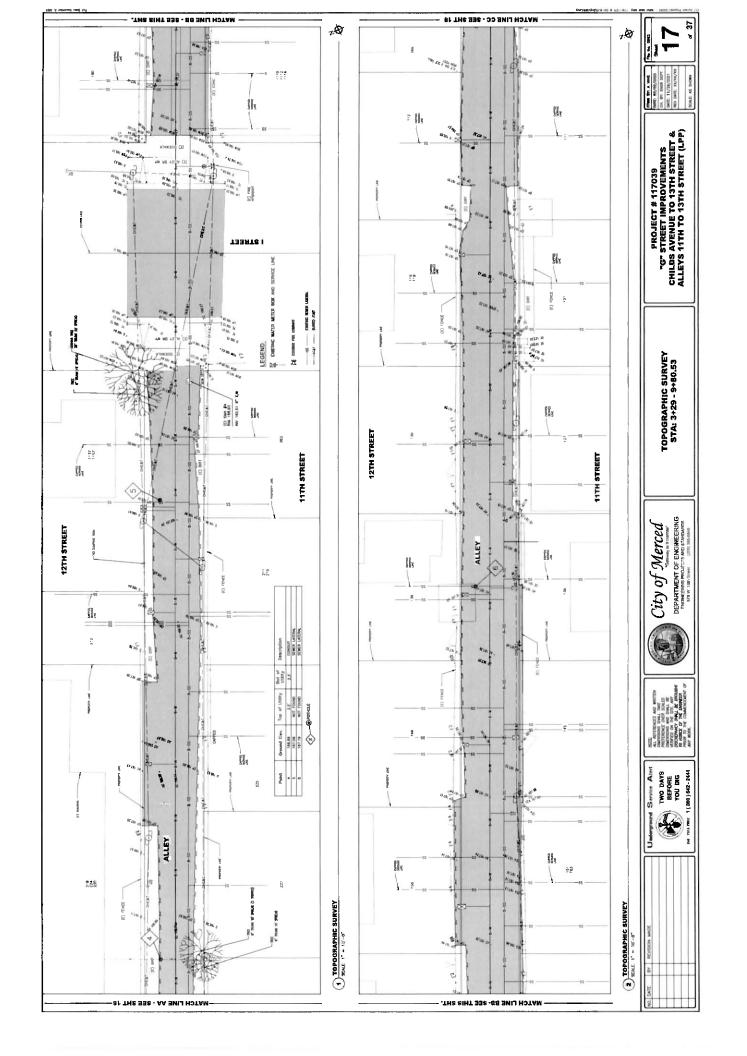


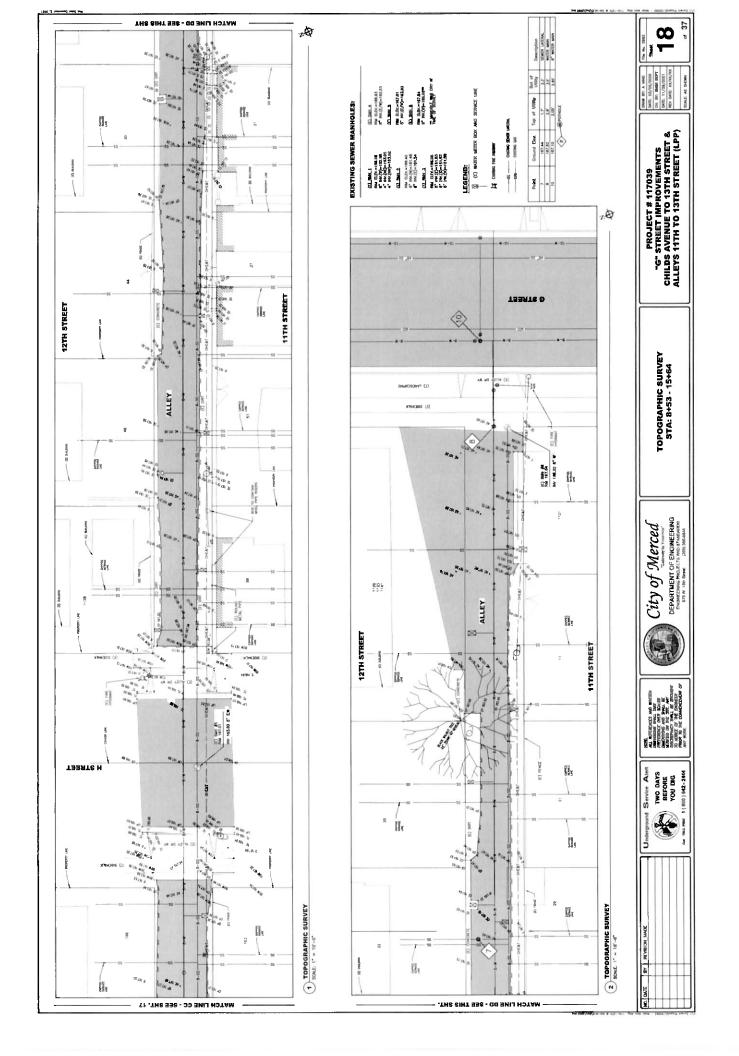
PROJECT # 117039
"G" STREET IMPROVEMENTS
CHILDS AVENUE TO 13TH STREET &
ALLEYS 11TH TO 13TH STREET (LPP)

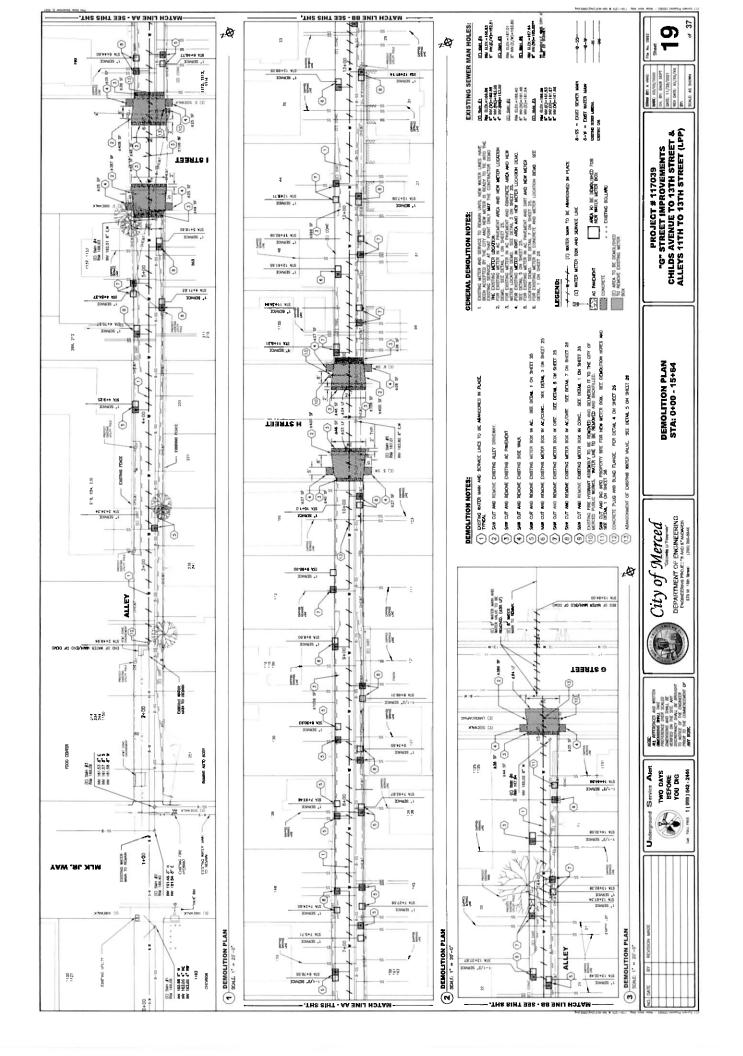
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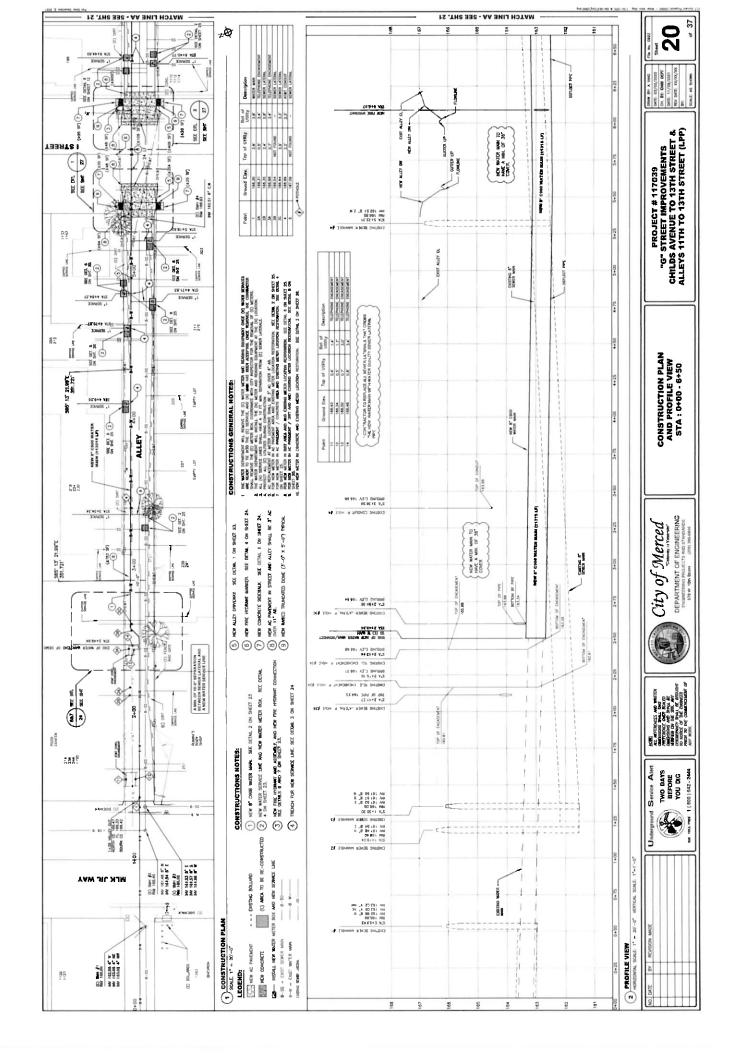
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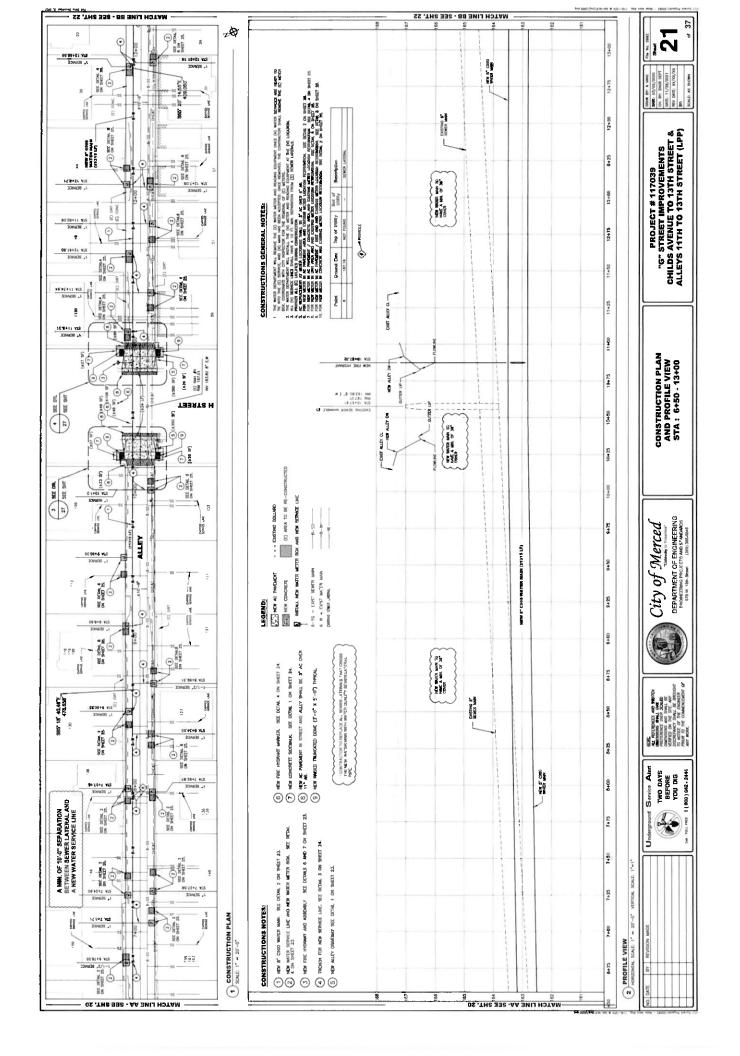


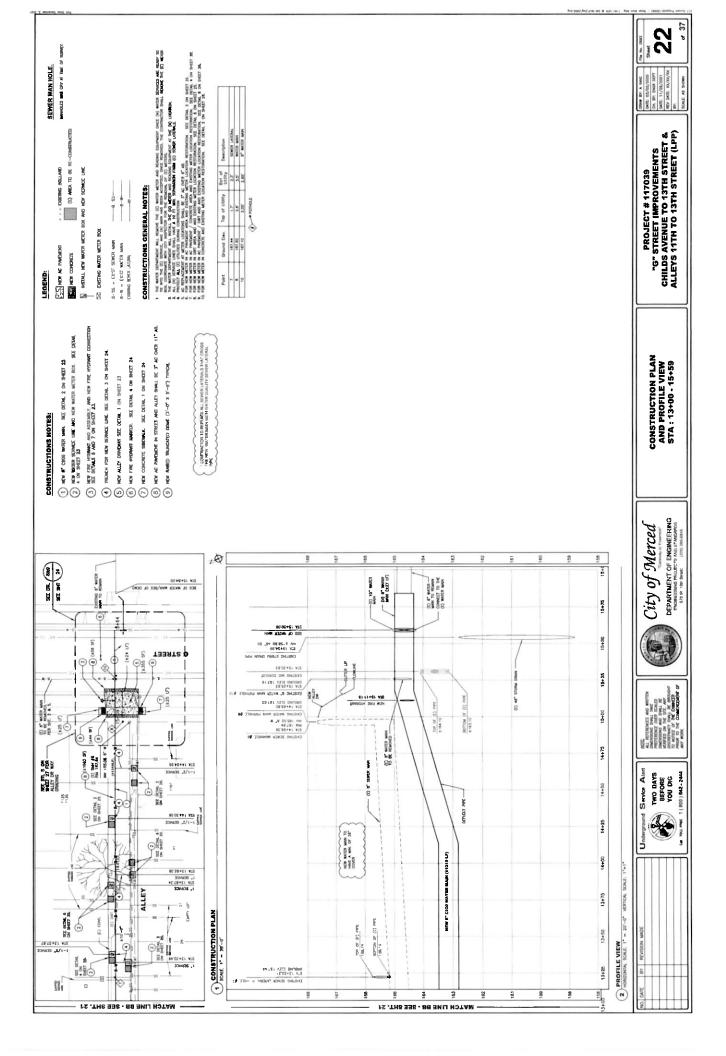


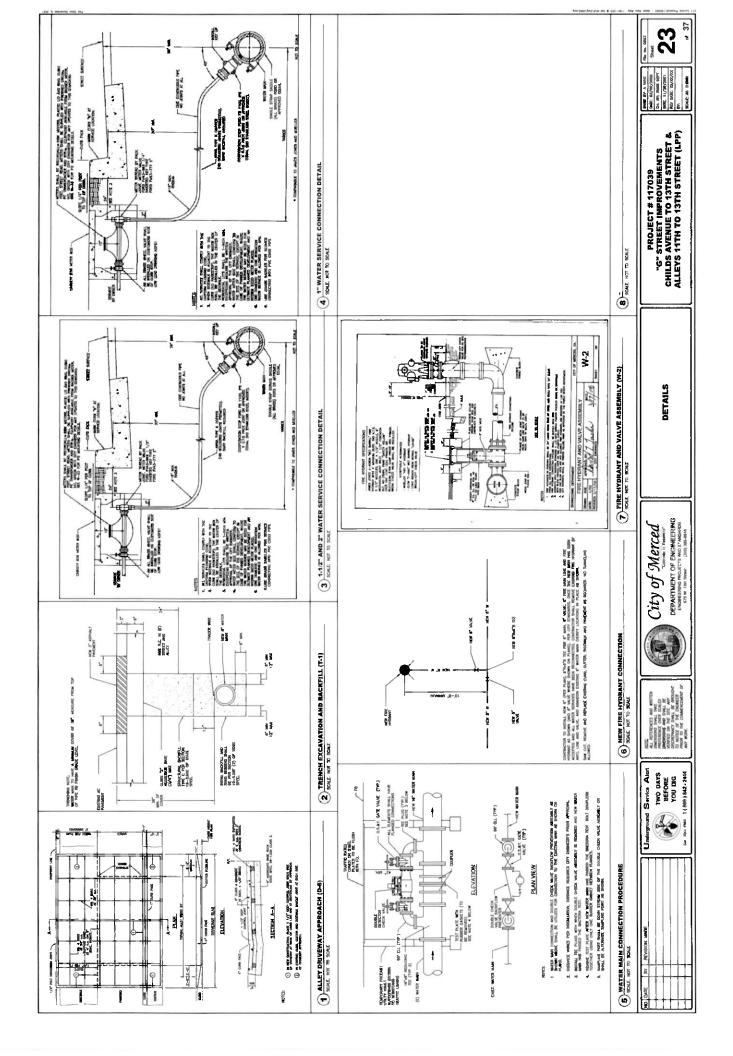


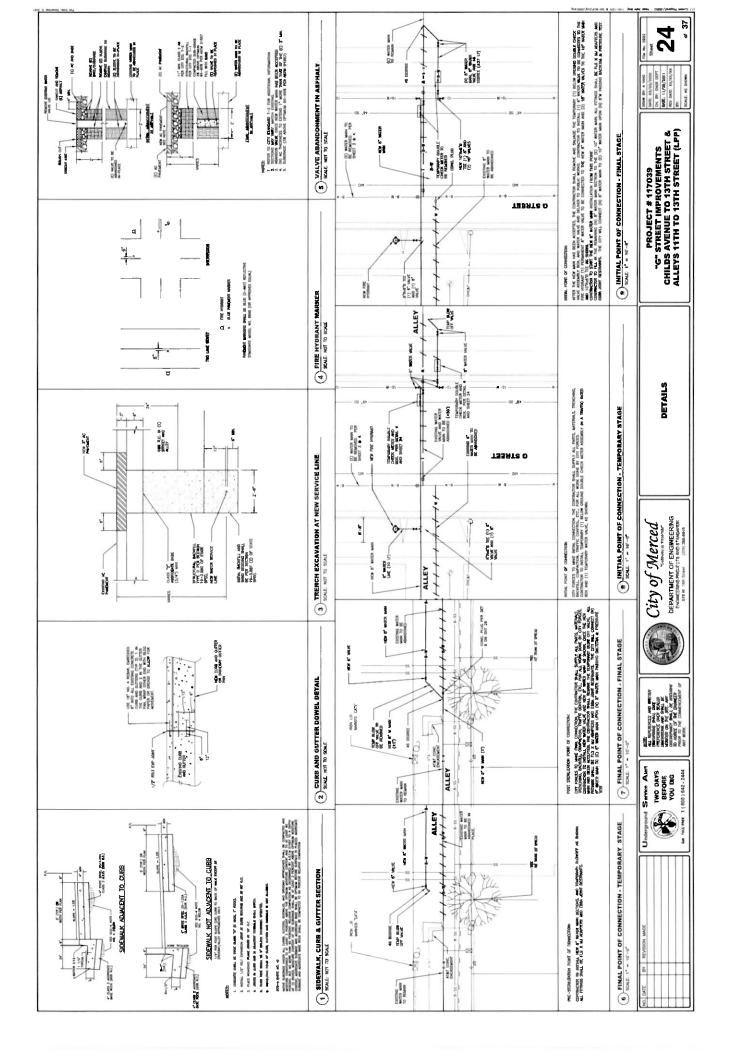


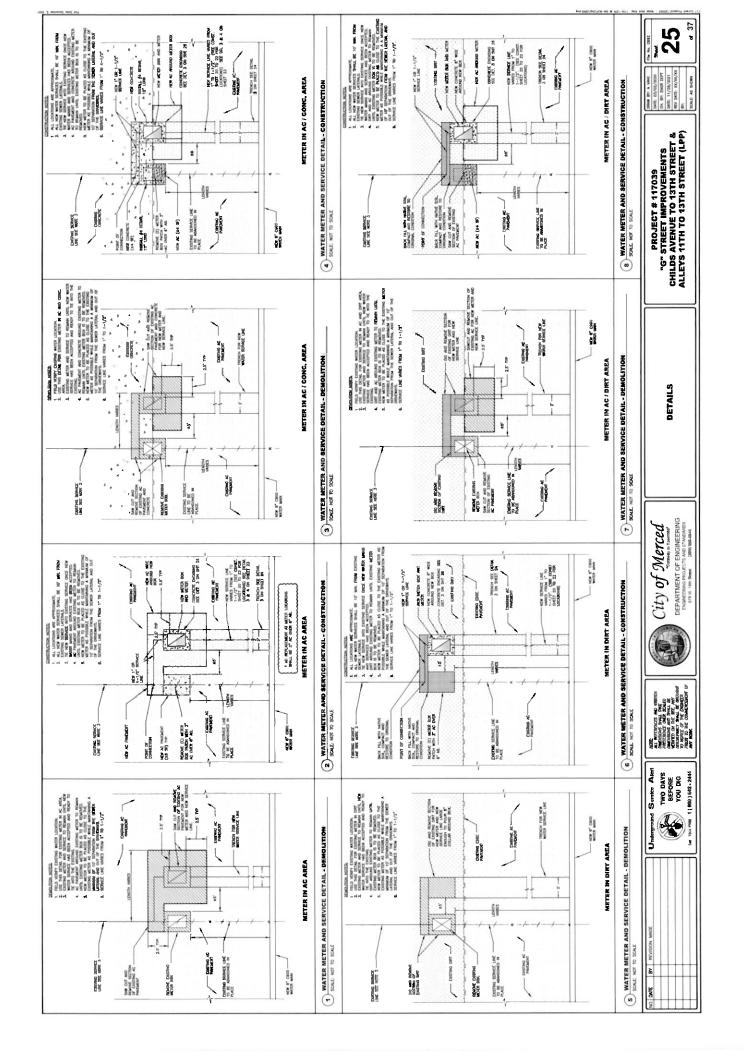


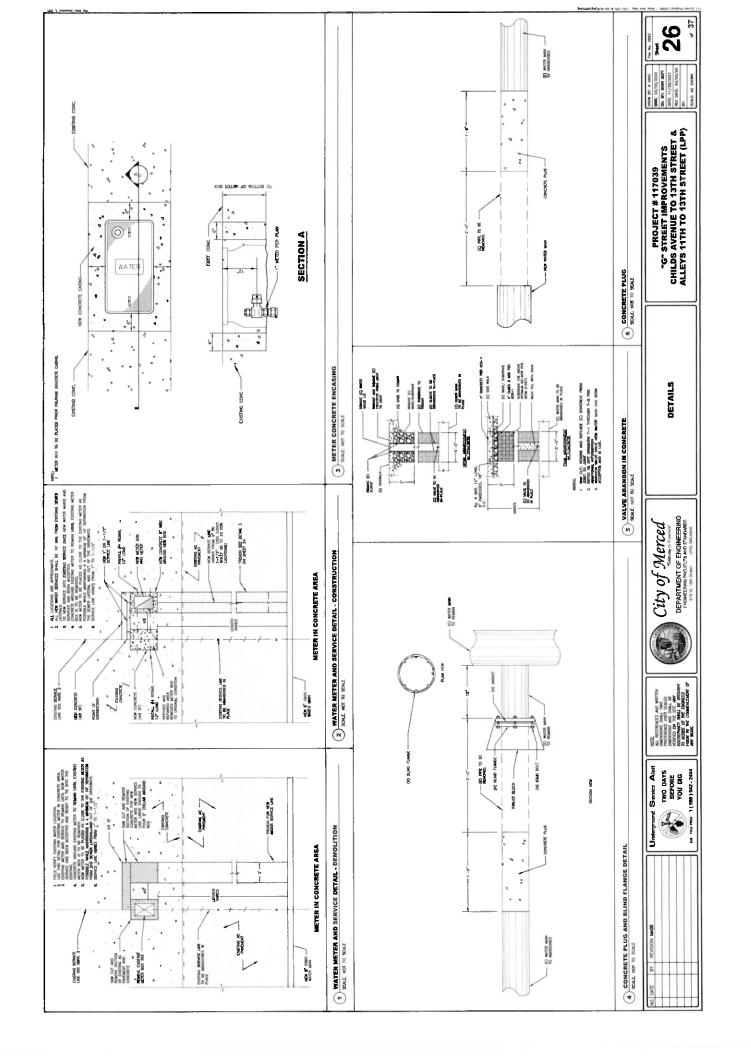


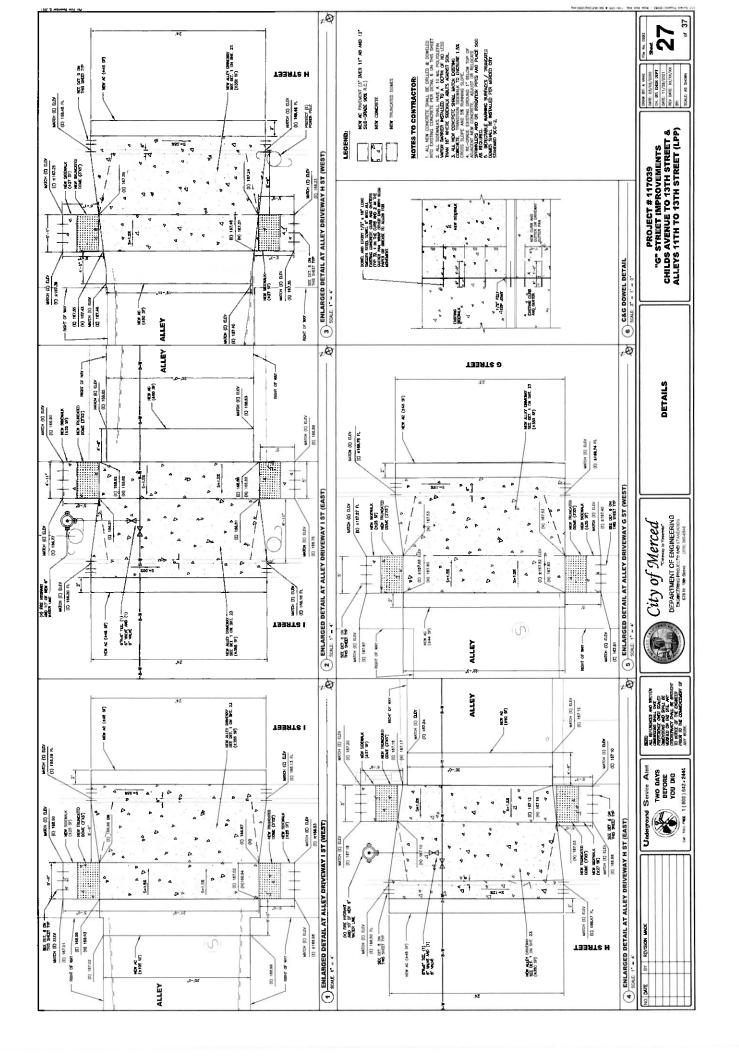




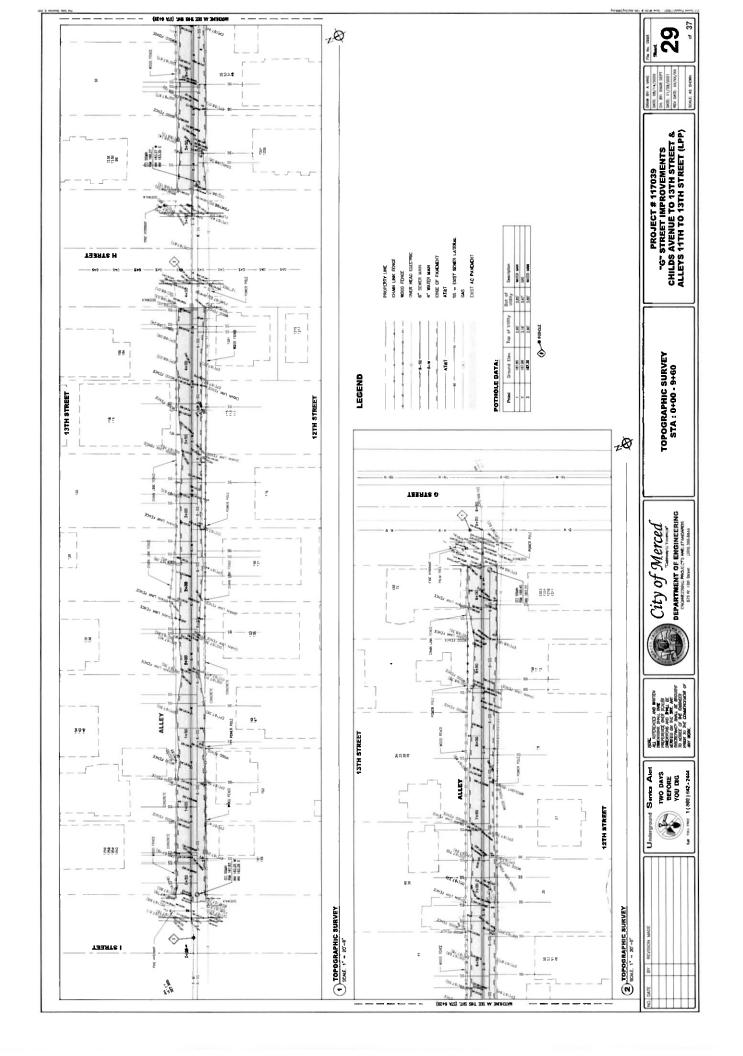


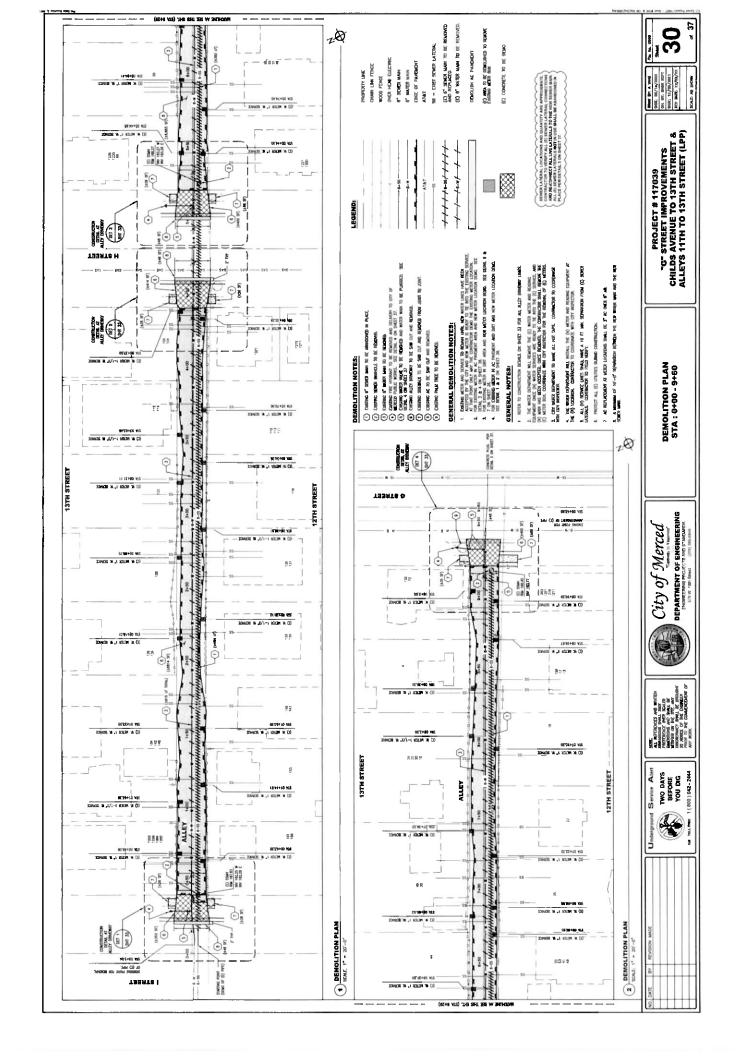


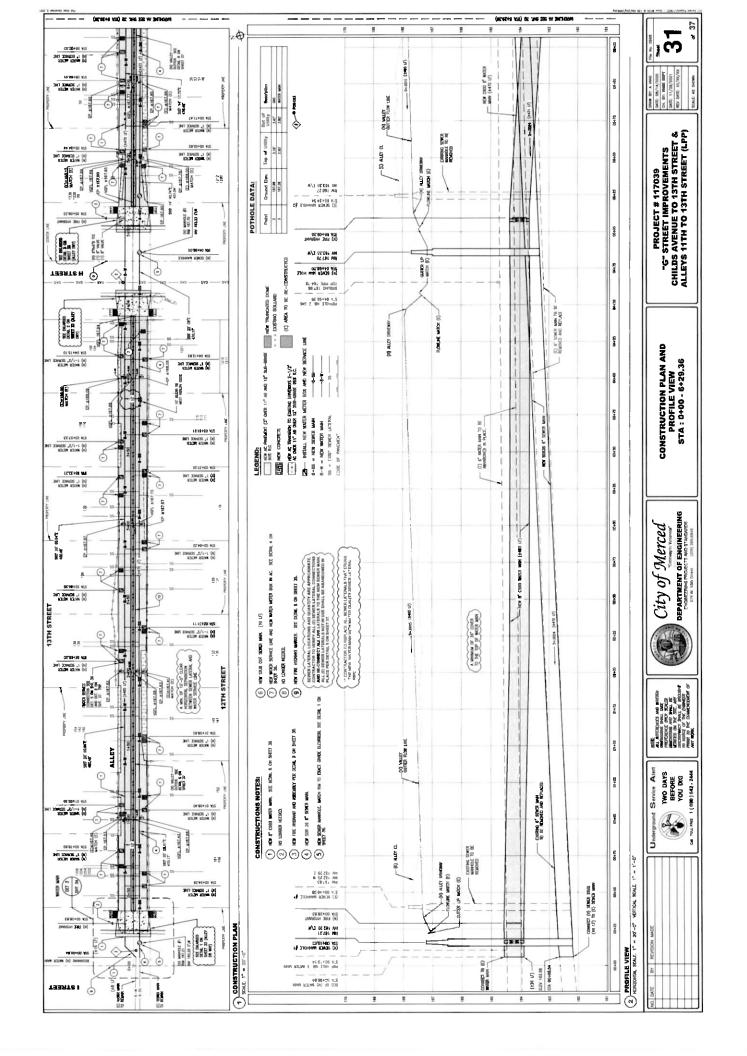


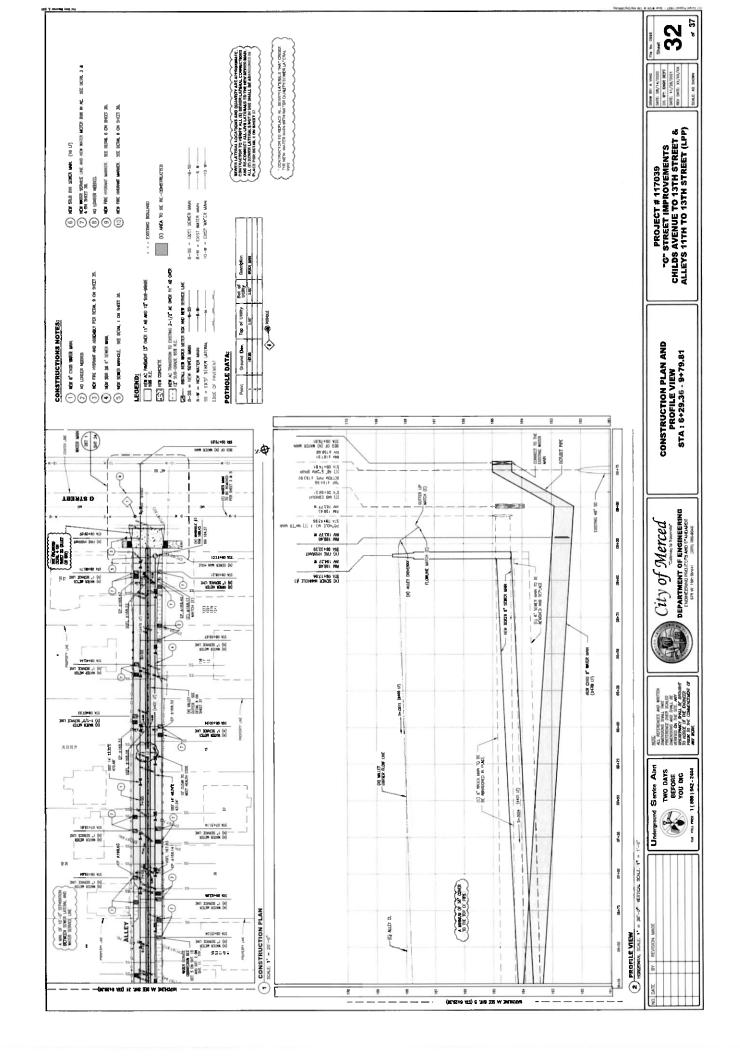


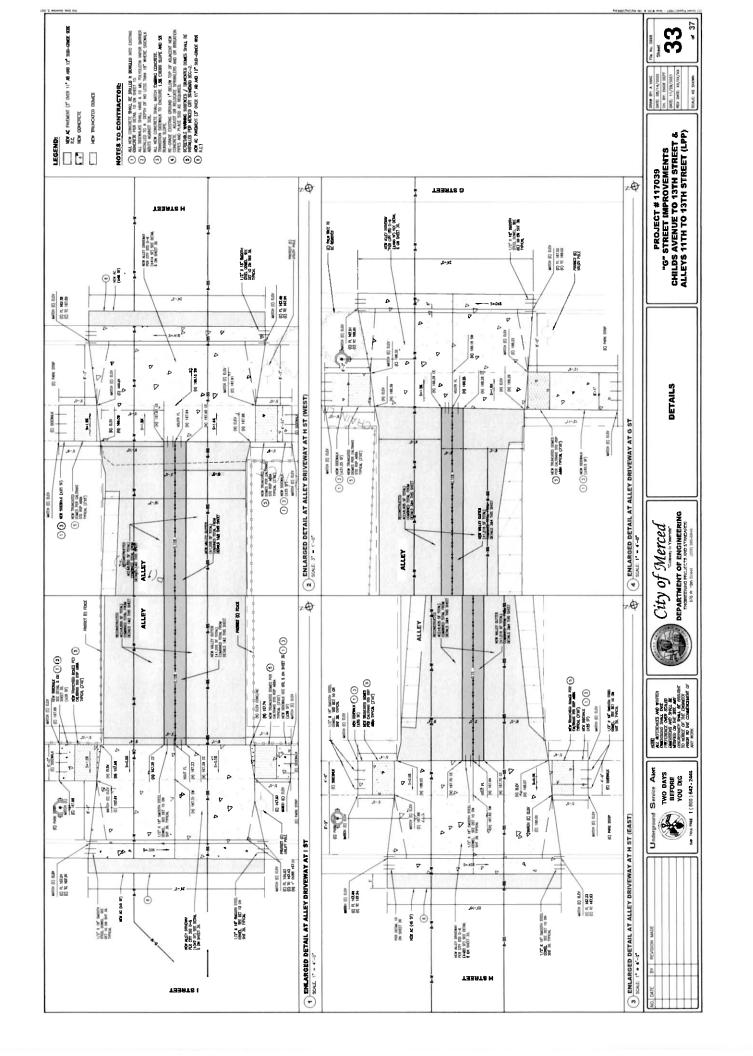
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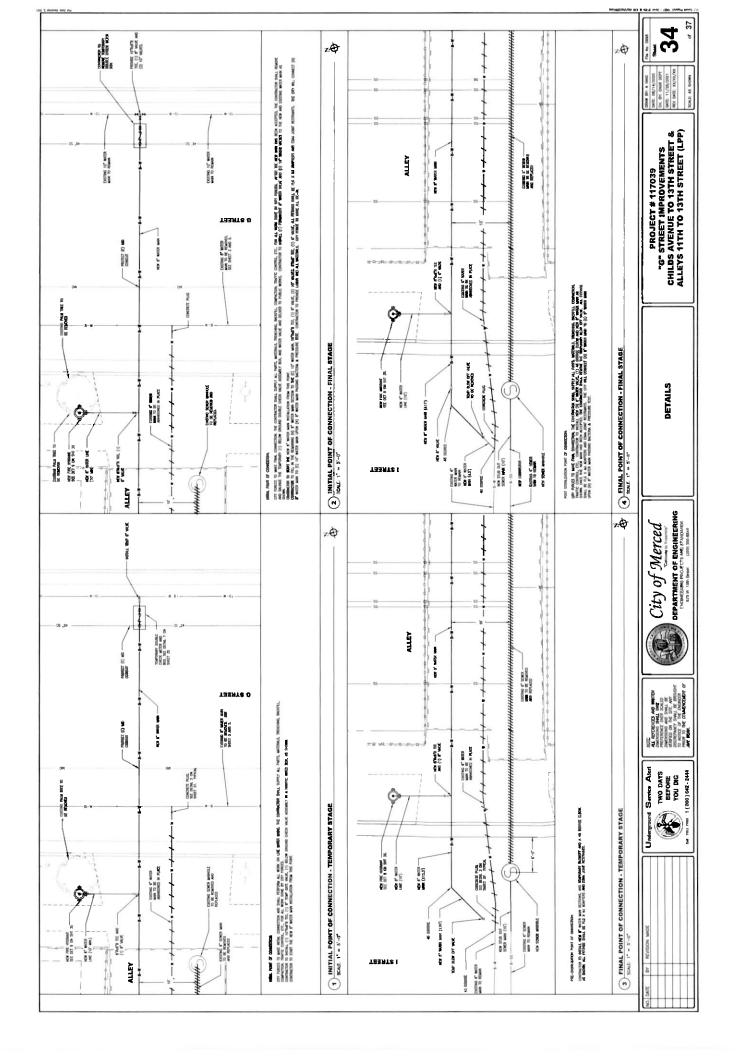


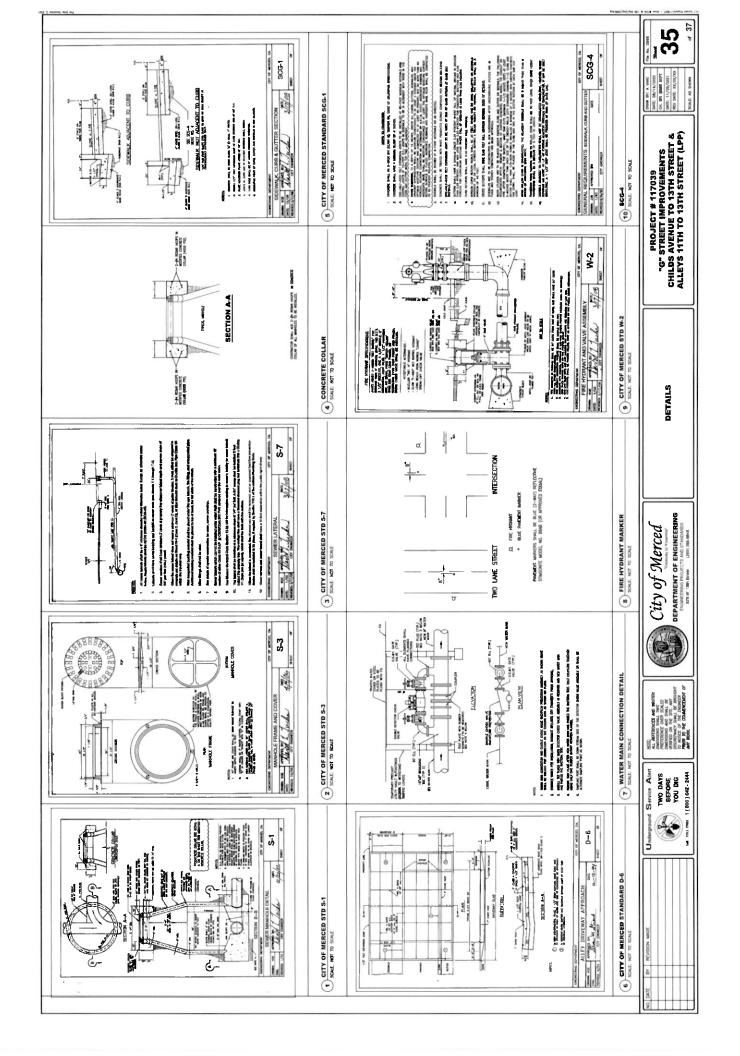


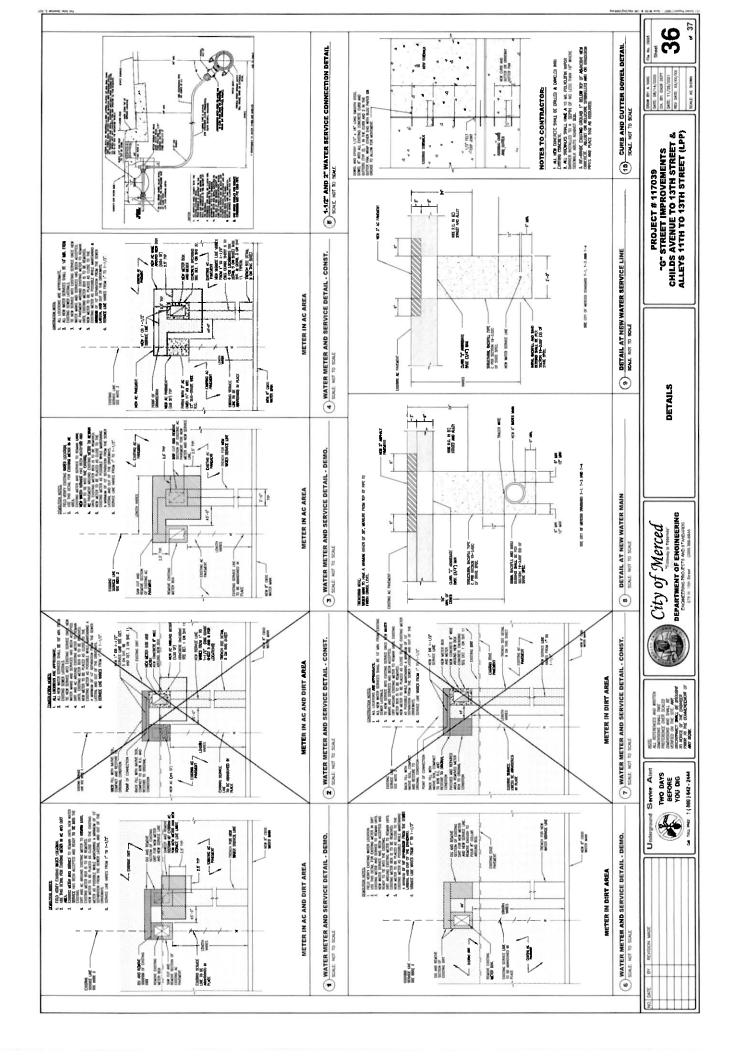












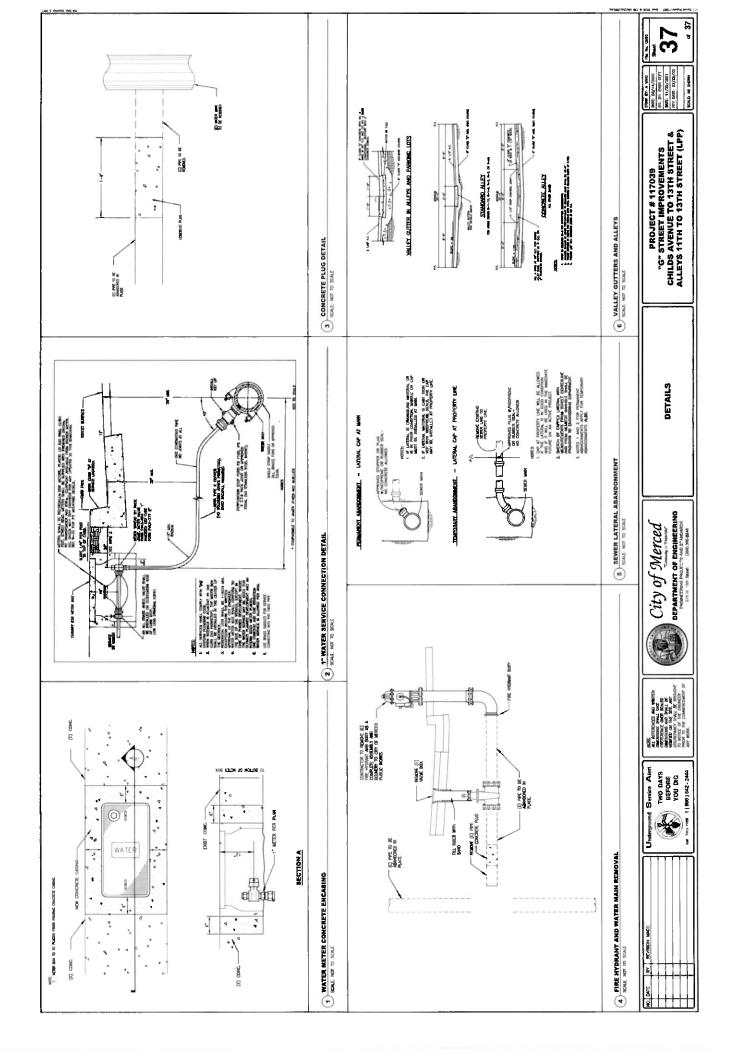


EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CERTIFICATION LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, <u>et seq.</u>, of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

(INSER	T CONTRACTOR NAME]
Ву:	Signature
	Name (Print)
	Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works.html for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor:

DIR Registration Number:				
DIR Registration Expiration:				
Small Project Exemption: Yes or No				
Unless Contractor is exempt pursuant to the small project exempti acknowledges:	ion, Contractor further			
 Contractor shall maintain a current DIR registration for the duration of the project. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive. Name of Contractor				
Name and Title				
Dated				

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F" PAYMENT AND PERFORMANCE BONDS

Bond No. 107480896 Premium: \$25,259.00 Premium is for contract term and is subject to adjustments based on final contract price.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Rolfe Construction. Inc.	(hereinafter an agreem	referred ent for	to # <u>117039 (</u>	as the G Street Improve	"Contractor") ments Childs Avenue
(hereinafter referred to as t	he "Project").		to 13th Stree	t & Alleys 11th	.o 13th Street
WHEREAS, the wo the Contract Documents fo "Contract Documents"), the reference; and	or the Project date	d		_, (hereinaf	ter referred to as
WHEREAS, the Co thereof and to furnish a bor	ntractor is required nd for the faithful pe	by said Co erformance	ontract Do	cuments to p ontract Docu	perform the terms ments.
NOW, THEREFOR Travelers Casualty and Su					
duly authorized to transact bound unto the City (\$\frac{2.531.371.00}{\text{of the Contract, for which executors and administrat presents.}}	business under the in the sum of n being not less that amount well and	laws of the *n one hun truly to be	e State of dred perce e made, w	California, a ent (100%) or ve bind ours	re held and firmly DOLLARS, f the total amount selves, our heirs,

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

^{*}Two Million Five Hundred Thirty One Thousand Three Hundred Seventy One and 00/100

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

et our hands and seals this <u>6th</u> day of
Rolfe Construction, Inc. Contractor/ Principal By
Title Owner President

	Travelers Casualty and Surety Company of America			
(Corporate Seal)	By Attorney-in-Fact			
Signatures of those signing for the corporate authority attached.	Contractor and Surety must be notarized and evidence of			
(Attach Attorney-in-Fact Certificate)	Title Mary Collins, Attorney-in-Fact			
The rate of premium on this bond is $\underline{\$12/\$9.50/\$8.25}$ per thousand. The total amount of premium charges, $\underline{\$25,259.00}$. (The above must be filled in by corporate attorney.)				
THIS IS A REQUIRED FORM Any claims under this bond may be a	addressed to:			
(Name and Address of Surety)	Travelers Casualty and Surety Company of America			
	One Tower Square, Hartford, CT 06183			
(Name and Address of Agent or	Melissa DeKoven			
Representative for service of process in California, if different from above)	2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833			
•	(860)-277-0111			
(Telephone number of Surety and Agent or Representative for service of process in California)	(800) 683-4769			

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

valianty of that accamont.	
State of California County of Sacramento)
On January 6, 2022	before me, Kathleen Le, Notary Public (insert name and title of the officer)
subscribed to the within instrumen his/her/their authorized capacity(xe	satisfactory evidence to be the person(s) whose name(s) is/sets at and acknowledged to me that his/she/thayx executed the same in say), and that by his/her/thaix signature(s) on the instrument the lf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PER-	JURY under the laws of the State of California that the foregoing

WITNESS my hand and official seal.

Signature Lathlelm L

(Seal)

KATHLEEN LE

COMM. # 2380925

NOTARY PUBLIC CALIFORNIA SO
COUNTY OF SACRAMENTO
COMM. Expires OCT 31, 2025

CALIFORNIA ACKNOWLEDGMENI			
A notary public or other officer completing this certificate veri to which this certificate is attached, and not the truthfulness,	fies only the identity of the individual who signed the document , accuracy, or validity of that document.		
State of California			
County of Murcec }			
	Smine ZapiCN, Woterry Publi Here Insert Name and Title of the Sincer		
personally appeared	Name(s) of Signer(s)		
JASMINE ZAPIEN Notary Public - Cauffornia			
Merced County Commission # 2376276 My Comm. Expires Sep 25, 2025	WITNESS my hand and official seal.		
Place Notary Seal and/or Stamp Above OPTI	Signature Signature of Notary Public ONAL		
· · · · · · · · · · · · · · · · · · ·	deter alteration of the document or form to an unintended document.		
Description of Attached Document			
Title or Type of Document:			
Document Date:	Number of Pages:		
Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer – Title(s):	Signer's Name:		
□ Partner - □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator	□ Partner - □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator		
Other:	Other:		

Signer is Representing: ______ Signer is Representing: ____



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Mary Collins of SACRAMENTO.

SACRAMENTO , Catifornia , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th

day of January

, 2021







Kevin E. Hughes, Assistant Secretary

Bond No. 107480896 Premium is included in the performance bond subject to adjustments based on final contract price.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Merced (hereinafter designated a resolution passed, 20has awarded to designated as the "Principal," a contract for the work described a	Rolfe Construction, Inc. hereinafter
#117039 - G Street Improvements - Childs Avenue to 13th Street	(the "Project"); and
WHEREAS, the work to be performed by the Principal is Contract Documents for the Project dated terms and conditions of which are expressly incorporated by refe	("Contract Documents"), the
WHEREAS, said Principal is required to furnish a bond i	n connection with said contract:

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City in the penal sum of Two Million Five Hundred Thirty One Thousand Three Hundred Seventy One and 00/100 Dollars (\$2.531.371.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to

recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

January , 2022.	ve have hereunto set our hands and seals this <u>6th</u> day of
(Corporate Seal)	Rolfe Construction, Inc. Contractor/ Principal By
	Title Davis Rolle - Owner President
	Travelers Casualty and Surety Company of America
(Corporate Seal)	By Attorney-in-Fact
	Title Mary Collins, Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that doodificht.		
State of California County ofSacramento)
On _ January 6, 2022	_ before me,	Kathleen Le, Notary Public (insert name and title of the officer)
subscribed to the within instrument his/her/their authorized capacity(is)	satisfactory e t and acknow ss), and that b	evidence to be the person(s) whose name(s) is/sees. wledged to me that kes/she/shess executed the same in by kiss/her/shesix signature(s) on the instrument the ie person(s) acted, executed the instrument.
I certify under PENALTY OF PERJ paragraph is true and correct.	IURY under t	the laws of the State of California that the foregoing
WITNESS my hand and official sea	al.	KATHLEEN LE COMM. # 2380925 NOTARY PUBLIC CALIFORNIA COUNTY OF SACRAMENTO Comm. Expires OCT 31, 2025
Signature Makken	Le	(Seal)

SANTAGA MARAKAN MARAKAN MARAKAN MARAKAN	BKONSKARKEKEREKEREKEREKORONERCOMERCOMERCHEREKERE		SABABI GUBADABABABABABI MENGHONGHONG BAGADA MENGHENBABAB	
	er officer completing this certificate veri te is attached, and not the truthfulness		the individual who signed the document f that document.	
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County of	rced			
county of	1			
On 1.7.22	before me, te	comine Zou	men. Wotary toblic	
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personally appeared	I Tennis 14	OIFC	No.	
		Name(s) of Signer(s)		
to the within instrume authorized capacity(i	ent and acknowledged to me tha es), and that by his/her/their sign n the person(s) acted, executed th	t he/she/they execu ature(s) on the instru		
	JASMINE ZAPIEN	-	ALTY OF PERJURY under the f California that the foregoing and correct.	
	otary Public - California Merced County Commission # 2376276 pmm. Expires Sep 25, 2025	WITNESS my hand	and official seal.	
Place Notary	Seal and/or Stamp Above	Signature ONAL	Signature of Notary Public	
	Completing this information can of fraudulent reattachment of this	deter alteration of ti		
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		Signer's Name:		
□ Corporate Offic	er – Title(s):	□ Corporate Officer – Title(s):		
□ Partner – □ Li	mited 🗆 General	□ Partner - □ Limited □ General		
□ Individual	Attorney in Fact	□ Individual	Attorney in Fact	
	☐ Guardian or Conservator		□ Guardian or Conservator	
□ Other:		□ Other:		
Signer is Representing:		Signer is Representing:		



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Mary Collins of SACRAMENTO, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th

day of January

2021







Kevin E. Hughes, Assistant Secretary

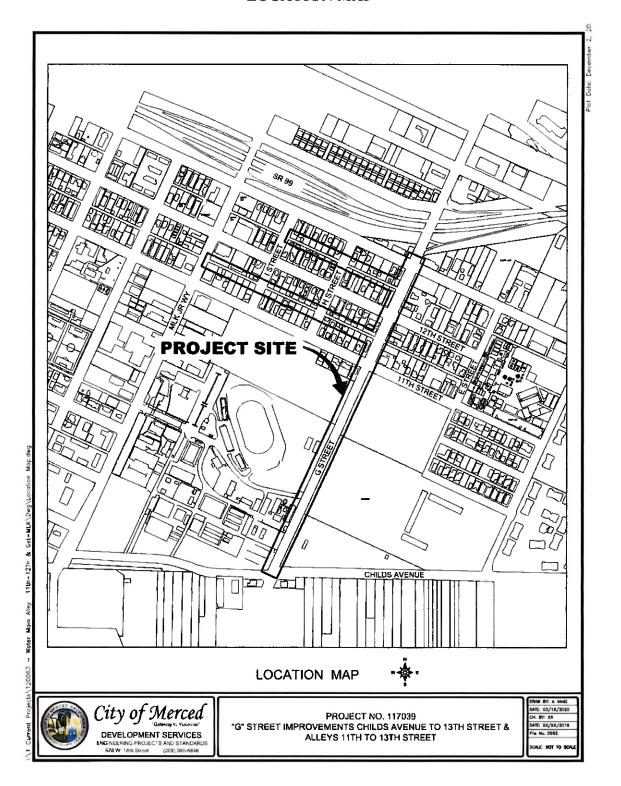
APPLICABLE CITY OF MERCED STANDARDS

CITY OF MERCED STANDARD DESIGNS

THE FOLLOWING STANDARDS ARE FOR REFERENCE ONLY REFER TO THE CITY OF MERCED WEBSITE FOR THE COMPLETE LISTING OF STANDARD DETAILS

http://www.cityofmerced.org/depts/engineering_division/standard_designs/default.asp

LOCATION MAP



STATE GENERAL PREVAILING WAGE RATES

General prevailing wage determinations made by the Director of Industrial Relations

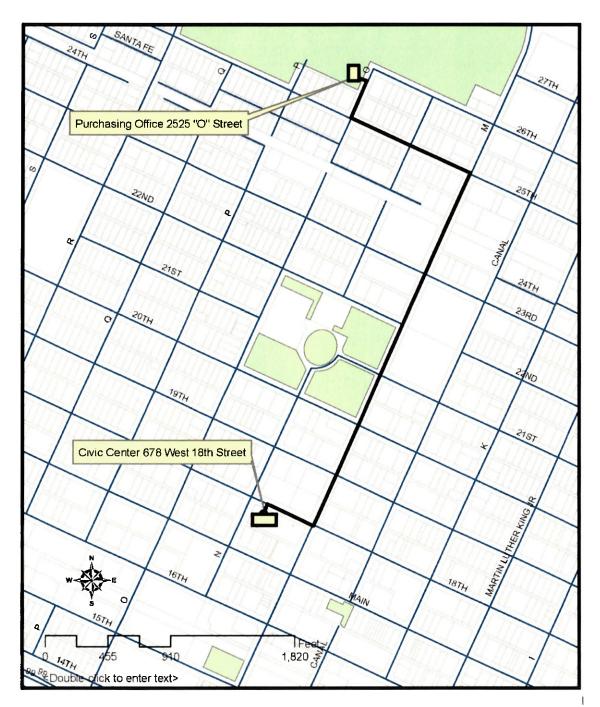
Pursuant to California Labor Code part 7, chapter 1, article 2, sections 1770, 1773, and 1773.1

State of California Department of Industrial Relations

Web Site:

http://www.dir.ca.gov/OPRL/PWD/index.htm

PURCHASING LOCATION MAP AND DRIVING DIRECTIONS STATE MINIMUM WAGE RATES STATE MINIMUM WAGE RATES



DIRECTIONS: DRIVE NORTH ON "M" STREET
TURN LEFT ON WEST 25TH STREET
TURN RIGHT ON "D" STREET

REGULATION VIII – FUGITIVE PM10 PROHIBITIONS



San Joaquin Valley Air Pollution Control District

COMPLIANCE ASSISTANCE BULLETIN August 2006

Regulation VIII - Fugitive PM10 Prohibitions Requirements on Paved and Unpaved Public Roads

District Rule 8061(Paved and Unpaved Roads) of Regulation VIII (Fugitive PM10 Prohibitions) specifies the design criteria for constructing new or modifying existing paved roads and the types of control measures required for limiting fugitive dust emissions from unpaved roads and shoulders. Several compliance dates and deadlines described in the rule apply specifically to city, county, and state agencies. The purpose of this bulletin is to summarize the new requirements for public agencies that own or maintain paved and unpaved roads. The entire rule may be found at www.vallevair.org/rules/1ruleslist.htm-reg8.

- Constructing New Unpaved Roads: Effective October 1, 2004, constructing a new unpaved road is
 prohibited in all urban areas unless the unpaved road is used for a temporary activity that does not exceed
 six months of use over a consecutive three-year period. Temporary activities may include construction
 access roads, special events, or traffic detours. The unpaved surface must be maintained in a stabilized
 condition at all times in order to control fugitive emissions.
- PM10-Efficient Street Sweepers: These requirements apply to the routine cleaning of existing paved public roads within urban areas. Effective July 1, 2005, an agency or its contractor may only purchase PM10-efficient street sweepers for their fleets and at least one sweeper must be placed into service by July 1, 2008. PM10-efficient street sweepers are to be used along routine street sweeper routes, which have been predetermined and prioritized by the agency as having paved curbs with the greatest actual or potential for dirt and silt loading. If an agency cannot meet these provisions due to budgetary constraints, a statement of financial hardship must be submitted to the District and the USEPA for review and approval.
- Cleaning Paved Roads after a Storm Event: Within 24 hours of discovery, the agency or contractor responsible for maintaining the roadway must remove the accumulated mud and dirt from the paved road or restrict vehicles from traveling over the mud and dirt until the materials can be removed. This requirement applies if the accumulated mud and dirt is a result of wind or water erosion and runoff, is at least one inch thick, and covers an area of at least 50 square feet. Cleanup may be performed manually with a shovel and broom, or with a conventional or PM10-efficient street sweeper, but must be performed in a manner that minimizes fugitive dust. Using a blowing device or a dry rotary brush or broom is prohibited. Redirecting traffic is one way to restrict vehicles from traveling over the mud and dirt. Upon agency notification, the District may approve an extension of the 24-hour cleanup requirement if restricting vehicles is deemed unsafe and removing the mud and dirt is not possible within 72 hours because crews are not available over a weekend or holiday.

Northern Region Office 4800 Enterprise Way Modesto, CA 95356-8718 (209) 557-6400 ◆ FAX (209) 557-6475 Central Region Office 1990 East Gettysburg Avenue Fresno, CA 93726-0244 (559) 230-6000 • FAX (559) 230-6062 Southern Region Office 2700 "M" Street, Suite 275 Bakerstield, CA 93301-2373 (661) 326-6900 • FAX (661) 326-6985 Requirements on Paved and Unpaved Public Roads August 2006 Page 2

- Posting Speed Limit Signs on Unpaved Roads: Effective October 1, 2005, public agencies must establish a maximum speed limit of 25 miles per hour for the unpaved roads under their jurisdictions. This requirement applies to the unpaved road segments where vehicle traffic reaches or exceeds 26 annual average daily trips (AADT). At a minimum, agencies are to post at least one speed limit sign in each direction for every mile of unpaved road located within an urban area, and one sign in each direction for every two miles of unpaved road within a rural area. For example, an unpaved road located within an urban area that is ½ mile long and exceeds 26 AADT requires at least one sign posted in each direction. The unpaved surface must be maintained in a stabilized condition at all times in order to control fugitive emissions.
- Paving Existing Unpaved Roads and Paving or Stabilizing Unpaved Shoulders: On January 1, 2005, agencies provided the District with a report listing each unpaved road located within an urban area and each paved road with unpaved shoulders within urban and rural areas. On July 1, 2005, agencies provided a report listing each unpaved road located within a rural area. These reports include the length in miles and the AADT for each subject road and unpaved shoulder within the agency's jurisdiction.

As of January 1, 2005, agencies are to pave an annual average of 20 percent of the unpaved roads listed in their urban area unpaved road report, thereby paving 100 percent of these unpaved roads by January 1, 2010. This requirement does not apply to rural unpaved roads.

In urban areas, agencies are to pave or stabilize at least four-feet of unpaved shoulders on at least 50 percent of the existing paved roadways having the highest AADT. In rural areas, this is required on at least 25 percent of the existing paved roadways with the highest AADT. Compliance with these provisions must be complete by January 1, 2010.

If an agency cannot meet these provisions due to budgetary constraints, a statement of financial hardship must be submitted to the District and the USEPA for review and approval.

Incremental Progress Reports: Due on April 1 of each year, from 2006 through 2010, agencies must
report their incremental progress to the District by reporting the total miles of urban unpaved roads that
were paved over the previous calendar year, the total miles of unpaved shoulders that were paved or
stabilized over the previous calendar year, and the percentage of cumulative miles treated relative to the
original reports.

For more information please contact the Compliance Department of the District office nearest to you. Information on Regulation VIII is available on the District's website at:

www.valleyair.org

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT



COMPLIANCE ASSISTANCE BULLETIN April 2007

Fugitive Dust Control at Construction Sites: New Requirements

Regulation VIII, Fugitive PM10 Prohibitions, of the District's Rules and Regulations apply to many activities that generate fugitive dust, and particularly to construction sites.

Fugitive dust is emitted into the air by activities that disturb the soil, such as earthmoving and vehicular/equipment traffic on unpaved surfaces. Windblown dust is also of concern where soil has been disturbed at construction sites.

The District adopted Regulation VIII in 1993 and its most recent amendments became effective on October 1, 2004. This is a basic summary of the regulation's requirements as they apply to construction sites.

These regulations affect all workers at a regulated construction site, including everyone from the landowner to the subcontractors. Violations of Regulation VIII are subject to enforcement action including fines.

Visible Dust Emissions (VDE) may not exceed 20% opacity during periods when soil is being disturbed by equipment or by wind at any time. Visible Dust Emissions opacity of 20% means dust that would obstruct an observer's view of an object by 20%. District inspectors are state certified to evaluate visible emissions. Dust control may be achieved by applying water before/during earthwork and onto unpaved traffic areas, phasing work to limit dust, and setting up wind fences to limit wind blown dust.

Soil Stabilization is required at regulated construction sites after normal working hours and on weekends and holidays. This requirement also applies to inactive construction areas such as phased projects where disturbed land is left unattended. Applying water to form a visible crust on the soil and restricting vehicle access are often effective for short-term stabilization of disturbed surface areas. Long-term methods including applying dust suppressants and establishing vegetative cover.

Carryout and Trackout occur when materials from emptied or loaded vehicles falls onto a paved surface or shoulder of a public road or when materials adhere to vehicle tires and are deposited onto a paved surface or shoulder of a public road. Should either occur, the material must be cleaned up at least daily, and immediately if it extends more than 50 feet from the exit point onto a paved road. The appropriate clean-up methods require the complete removal and cleanup of mud and dirt from the paved surface and shoulder. Using a blower device or dry sweeping with any mechanical device other than a PM10-efficient street sweeper is a violation. Larger construction sites, or sites with a high amount of traffic on one or more days, must prevent carryout and trackout from occurring by installing gravel pads, grizzlies, wheel washers, paved interior roads, or a combination thereof at each exit point from the site. In many cases, cleaning up trackout with water is also prohibited as it may lead to plugged storm drains. Prevention is the best method.

Unpaved Access and Haul Roads, as well as unpaved vehicle and equipment traffic areas at construction sites must have dust control. Speed limit signs limiting vehicle speed to 15 mph or less at construction sites must be posted every 500 feet on uncontrolled and unpaved roads.

Northern Region Office 4800 Enterprise Way Atolesto: CA 95356-8718 (209) 557-6400 • EAX (209) 557-6475 Central Region Office 1990 East Gettysburg Avenue Fresno, CA 93726-0244 (559: 230-6000 • FAX (559) 230-6062 Southern Region Office 2700 °M" Street, Suite 275 Bakersfield CA 93301-2373 (661) 326-6900 • FAX (661) 326-6985 Storage Piles and Bulk Materials have handling, storage, and transportation requirements that include applying water when handling materials, wetting or covering stored materials, and installing wind barriers to limit VDE. Also, limiting vehicle speeds, loading haul trucks with a freeboard of six Inches or greater along with applying water to the top of the load, and covering the cargo compartments are effective measures for reducing VDE and carryout from vehicles transporting bulk materials.

Demolition activities require the application of water to the exterior of the buildings and to unpaved surfaces where materials may fall. A Dust Control Plan will be required for large demolition projects. Consider all structures slated for demolition as possibly being regulated due to potential asbestos, per District Rule 4002 - *National Emission Standards for Hazardous Air Pollutants*. Contact the District well before starting because a 10 working-day notice will likely be required before a demolition can begin.

Dust Control Plans identify the dust sources and describe the dust control measures that will be implemented before, during, and after any dust generating activity for the duration of the project. Owners or operators are required to submit plans to the District at least 30 days prior to commencing the work for the following:

- · Residential developments of ten or more acres of disturbed surface area.
- · Non-residential developments of five or more acres of disturbed surface area.
- The relocation of more than 2,500 cubic yards per day of materials on at least three days.

Operations may not commence until the District has approved the Dust Control Plan. A copy of the plan must be on site and available to workers and District employees. All work on the site is subject to the requirements of the approved dust control plan. A failure to abide by the plan by anyone on site may be subject to enforcement action.

Owners or operators of construction projects that are at least one acre in size and where a Dust Control Plan is not required, must provide written notification to the District at least 48 hours in advance of any earthmoving activity.

Record Keeping is required to document compliance with the rules and must be kept for each day any dust control measure is used. The District has developed record forms for water application, street sweeping, and "permanent" controls such as applying long term dust palliatives, vegetation, ground cover materials, paving, or other durable materials. Records must be kept for one year after the end of dust generating activities (Title V sources must keep records for five years).

Exemptions exist for several activities. Those occurring above 3,000 feet in elevation are exempt from all Regulation VIII requirements. Further, Rule 8021 – Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities exempts the following construction and earthmoving activities.

- · Blasting activities permitted by California Division of Industrial Safety.
- Maintenance or remodeling of existing buildings provided the addition is less than 50% of the size of the existing building or less than 10,000 square feet (due to asbestos concerns, contact the District at least two weeks ahead of time).
- Additions to single family dwellings.
- The disking of weeds and vegetation for fire prevention on sites smaller than ½ acre.
- Spreading of daily landfill cover to preserve public health and safety and to comply with California Integrated Waste Management Board requirements.

Nuisances are prohibited at all times because District Rule 4102 – *Nuisance* applies to all construction sources of fugitive dust, whether or not they are exempt from Regulation VIII. It is important to monitor dust-generating activities and implement appropriate dust control measures to limit the public's exposure to fugitive dust.

For more information please contact the Compilance Division of the District office nearest to you. Information on Regulation VIII, where you may obtain copies of record keeping forms, the Dust Control Plan template, and the Construction Notification form, is available on the District's website at:

www.valleyair.org, under Compliance Assistance/Dust Control.

CITY OF MERCED

DEPARTMENT OF PUBLIC WORKS (ENGINEERING PROJECTS AND STANDARDS)

NOTICE INVITING BIDS

N-1 NOTICE IS HEREBY GIVEN that sealed bids for the work shown on the plans entitled:

PROJECT NUMBER 117039 G STREET IMPROVEMENTS – CHILDS AVENUE TO 13TH STREET & ALLEYS 11TH TO 13TH STREET

will be received at the Office of the Purchasing Agent of the City of Merced, 2525 "O" Street, Merced, California, until 9:00 AM on December 16, 2021 at which time they will be publicly opened, read and recorded.

A map showing the location of the Purchasing Department is provided in the Appendix.

N-2 DESCRIPTION OF THE WORK: The work to be performed includes but not limited to the grinding and disposal of asphalt paving, installation of 3-inch asphalt paving, ADA ramps, sidewalk, curb & gutter, alley and commercial approaches, water and sewer main installations, removal and replacement of water meters and sewer laterals and traffic markings.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, City of Merced Standard Designs and the Special Provisions shall be performed, placed, constructed or installed.

The project is located on G Street, from Childs Avenue to 13th Street, the alley between 12th Street and 13th Street from I Street to G Street and the alley between 11th Street and 12th Street from MLK Jr. Way to G Street in the City of Merced, California. Bids are required for the entire work described herein.

- N-3 AWARD OF CONTRACT: (a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may be best serve the interest of the City; (b) The ranking of bids will be based on the combination of bid schedules that the City awards; (c) As a condition of award, the successful bidder shall furnish a payment bond and a performance bond each in the full amount of the contract price. The successful bidder will also be required to submit proof of insurance for work involved.
- N-4 BID SECURITY: Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the total bid price, payable to the City of Merced.
- N-5 CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid Class A license at the time of submitting bids.
- N-6 CALIFORNIA WAGE RATE REQUIREMENTS: CALIFORNIA WAGE RATE AND LABOR CODE REQUIREMENTS: The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of Industrial Relations (DIR) of the State of California for the locality where the work is to be performed. A copy of said wage rates is on file at the office of the City. The

Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

No contractor or subcontractor may be listed on a bid proposal or be awarded a contract for public work unless registered with the DIR pursuant to the State Labor Code. This project is subject to compliance monitoring and enforcement by the DIR.

- N-7 RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.
- N-8 PRE-BID CONFERENCE: A pre-bid conference will be held on the 2nd Floor of City Hall, located at 678 w. 18th Street, Merced, CA 95340 on December 8, 2021, at 10:00 a.m. prevailing local time.
- N-9 OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Printed copies of the plans are available at the City of Merced at 678 W. 18th Street Merced, CA 95341. Digital copies of the plans and specifications may be obtained from the City of Merced Engineering Department by sending an email to Nicole Tabares (tabaresn@Cityofmerced.org). Fee for digital or hard copy is \$100.00. Bids must be filed with the Purchasing Agent, at 2525 "O" Street, Merced, California 95340, not later than <u>December 16</u>, 2021, at 9:00 a.m. prevailing local time, at which time the bids will be publicly opened, read, and recorded.
- N-10 INSURANCE REQUIREMENTS: The successful bidder must meet the insurance requirements provided for in the bid documents. Failure to meet the insurance requirements will cause the City to withdraw any award and the successful bidder will forfeit their bid bond. A payment bond, performance bond, guaranty and all insurance required for this contract must be filed with the contract documents and approved by the City Attorney before the Contractor enters upon performance of the work. Endorsement for additional insured shall be submitted on standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects. Failure to meet the requirements will result in forfeiture of bid security. All Insurance required shall be from a California admitted insurance company.
- N-11 ADDRESS AND MARKING OF BIDS: The envelope enclosing the Bid shall be sealed and addressed to the City of Merced, 2525 "O" Street, Merced, CA 95340, and shall be hand delivered or mail to the Office of the Purchasing Agent before 9:00 A.M. on December 16, 2021. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "Bid for G STREET IMPROVEMENTS CHILDS AVENUE TO 13TH STREET & ALLEYS 11TH STREET TO 13TH STREET, PROJECT NUMBER 117039, December 16, 2021 at 9:00 a.m." The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

CITY OF MERCE

Michael R. Beltran II, P.E.

City Engineer

DATED: 12/02/2021



CITYOFMERCED

December 9, 2021

CITY OF MERCED DEPARTMENT OF PUBLIC WORKS (ENGINEERING) 678 W. 18th Street, Merced, CA 95340

ADDENDUM NO. 1

To ALL PROSPECTIVE BIDDERS under Specifications for the Construction of the

G STREET IMPROVEMENTS CHILDS TO 13TH STREET & ALLEYS 11TH TO 13TH STREETS PROJECT NUMBER 117039

For which bids are to be received by the City of Merced Purchasing Agent, at the Purchasing Conference Room, at 2525 "O" St., Merced, CA 95340, until 9:00 AM on Thursday, December 16, 2021.

The following revisions to the specifications and plans shall be made:

Item 1: Revised Bid Schedule "B" and "C" pages 16, 17 and 18 with the following changes:

Page 16 Schedule "B" Bid Item # 12 Remove Asphalt Concrete revise quantity from 13,489 SF to 13,641 SF

Page 17 Schedule "B" Bid Item # 24 Asphalt Concrete revise quantity from 370 SF to 13,641 SF Page 17 Schedule "C" Bid Item # 13 Remove Asphalt Concrete revise quantity from 450 SF to 4,014 SF

Page 18 Schedule "C" Bid Item # 25 Asphalt Concrete revise quantity from 609 SF to 4,014 SF NOTE: Asphalt paving for the alleys will be changed to 2.5" AC/6" AB/6" subgrade conditioned to at least 3% above optimum moisture content and compacted to at least 90% but not more than 95%.

Page 18 Schedule "C" Add Bid Item # 28 (x1) 16" Gate Valve

Bids must be submitted on the attached "Revised Per Addendum No. 1" Forms.

Item 2: Page 141, Item 10-1.48 Install 6" Sanitary Sewer Main — add the following paragraph: "All Hot Mix Asphalt paving and Aggregate Base typically used over sewer mains in roadways and alleys will be covered under other contract items and will not be paid for with this item."



CITY OF MERCED

- Item 3: The City of Merced will cover Caltrans Encroachment Fees for traffic control within the State R/W.
- Item 4: All testings will be provided by the City of Merced.
- Item 5: Sewer flow was checked at I Street and the alley between 12th Street and 13th Street with an approximate peak flow of <u>0.1</u> cfs.
- Item 4: Regrading of G Street will be considered as part of the FDR Section.
- Item 5: Plan sheet 30 indicates for the removal of the existing 6" water main. The water main shall be abandoned in place and not removed.

Michael R. Beltran II, P.E.

City Engineer

Name of Bidder or Firm: Rolfe Construction Inc

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH BID PROPOSAL.

ADDENDUM NO. 1 has been received and incorporated into the bid proposal.

Received By: Jorge C. Avelar-Project Manager

Date: 12/10/21 Plan holder: Rolfe Construction Inc

NOTE: RECEIPT OF THIS ADDENDUM MUST ALSO BE ACKNOWLEDGED IN THE

CONTRACTOR'S BID PROPOSAL.

BID SCHEDULE "A" - ROAD IMPROVEMENTS

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY		ITEM TOTAL (IN FIGURES)
1	Permits, Bonds, Licenses & Insurance	LS		c	\$.
2	Public Convenience and Safety	LS		\$ \$	\$.
3	Water Pollution Control	LS		\$	\$
4	Street Sweeping	LS		\$	\$
5	Surveying Services	LS		\$.	\$.
6	Monumentation	EA		\$.	\$.
7	Survey Monument Wells	EA	5	s .	\$.
8	Portable Changeable Message Signs	EA	6	\$.	\$.
9	Clearing and Grubbing	LS		\$.	\$.
10	Project Funding Signs	EA	4	s .	\$.
11	Remove Asphalt & Aggregate Base	SF	300	\$.	\$.
12	Pulverize Asphalt Pavement/FDR Process		111,700	\$	\$
13	Remove Curb and Gutter	LF	255	\$.	\$.
14	Remove Concrete (Driveway, Alley Way,		6,860	\$.	s
1.0	Valley Gutter, Sidewalk and H/C Ramp)	7.4		<u> </u>	
15	Remove & Replace Fire Hydrant Assemb		1	<u>\$</u> .	<u>\$</u> .
16	Remove and Relocate Sign	EA	3	\$	<u>s</u>
17	Remove Tree	EA	8	<u>s</u> .	\$.
18	Remove 8-Inch Water Main	LF	2,750	S	\$
19	Remove 10-Inch Water Main	LF	20	\$	<u>s</u> .
20	Remove 12-Inch Water Main	LF		\$.	\$.
21	Asphalt Pavement Patch (3" AC/11"AB)	SF	320	<u>\$</u>	<u>s</u> .
22	Asphalt Pavement Patch (4" AC/15.5"AB			\$	<u>s</u> .
23	Asphalt Pavement Patch (5" AC/20.5"AB			s s	\$
25	3" Asphalt Concrete FDR Wear Course Install Concrete Sidewalk and Handicap Ramp	SF SF	1,172	\$	\$. \$
26	Concrete Curb and Gutter	LF	50	\$.	\$.
27	Concrete Driveway/Alley Approach and Valley Gutter	SF	5,524	\$	\$
28	Residential Driveway	SF	1,196	\$.	\$.
29	Install 6-Inch Water Main	LF	89	\$.	\$.
30	Install 8-Inch Water Main	LF	34	\$.	\$.
31	Install 10-Inch Water Main	LF	20	\$	\$.
32	Install 12-Inch Water Main	LF	15	\$	\$.
33	Install 6-Inch Water Valve	EA	2	\$	\$.
34	Install 8-Inch Water Valve	EA	5	\$.	\$

35	Install 10-Inch Water Valve	EA	2	\$	\$	
36	New 1-Inch Water Service and Box	EA	4	S	\$	
37	Abandon 4" Water Main	LS		\$. \$	
38	Reconnect 8-Inch Irrigation Line	LS	••••	\$		·
39	Remove and Replace Storm Drain Lid	LS		\$	\$	<u>.</u>
40	Install Storm Drain/Sanitary Sewer Manho	le EA	1	\$	\$	<u>.</u>
41	Install New Tree Wells	EA	14	\$. \$	
42	Signal Detector Loops w/2070 Controller	LS		\$. \$	<u>. </u>
43	Traffic Stripes and Pavement Markings	LS		\$	\$	
44	Hydrant Pavement Markers	EA	3	\$	(\$	·
45	Adjust Utility Boxes to Grade	EA	3	\$	\$	·
46	Restoration	LS		\$	\$	
47	Astroturf Landscaping	SF	31,460	\$		

TOTAL BID SCHEDULE "A" ITEMS 1 THROUGH 47 \$_____

BID SCHEDULE "B" - SEWER MAIN REPLACEMENT

ITEM					
NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY		ITEM TOTAL (IN FIGURES)
1	Permits, Bonds, Licenses & Insurance	LS	1	\$	\$
2	Public Convenience & Safety	LS	1	\$	\$
3	Water Pollution Control	LS	1	\$	\$
4	Street Sweeping	LS	1	<u>s</u>	\$
5	Surveying Services	LS	1	\$	\$
6	Monumentation	EA	2	\$	S
7	Abandon 6-Inch Water Main	LS	1	\$.	<u>.</u>
8	Abandon Water Valve	EA	6	\$	\$
9	Remove Water Meter Box	EA	31	\$.	\$.
10	Remove and Replace Fire Hydrant	EA	3	\$	\$
11	Remove Concrete Sidewalk & Alley Approach	SF	1,817	\$	\$
12	Remove Asphalt Concrete	SF	13,641	\$	\$
13	Disconnect from Existing Water System	EA	2	\$	\$
14	Remove 6-Inch Sanitary Sewer Main	LF	911	\$.	
15	Remove 48-Inch Sewer Manhole	EA	3	\$	\$
16	Remove Tree	EA	1	\$.	\$.
17	8-Inch C900 Water Main	LF	976	\$	<u></u>
18	8-Inch Gate Valve	EA	3	\$	\$
19	10-Inch Gate Valve	EA	3	\$	<u>\$</u> .
20	New 1" Water Service and Box	EA	25	\$	\$
21	New 1-1/2" Water Service and Box	EA	6	\$	\$
22	Pressure Testing and Disinfection	LS	1	\$. \$

23	Connection to Existing Water System	EA	2	 \$		\$	
24	Asphalt Concrete (2.5"/6"AB/6" Subgrade) SF	13,641	\$		\$	
2.5	4" Concrete Sidewalk	SF	251	\$		\$	
26	Concrete Alley Approach	SF	1,561	\$		\$	
27	Sanitary Sewer Bypass Pumping	LS	1	\$	<u>. </u>	\$	
28	Install 6" SDR-26 Sanitary Sewer Main	LF	911	\$		\$	
29	Standard 48" Sanitary Sewer Manhole	EA	3	\$		\$	
30	Install Valley Gutter	SF	2,421	\$		\$	
31	Pavement Markers	EA	3	\$		\$	
32	Install Sanitary Sewer Lateral	EA	32	\$		\$	
33	Restoration	LS	1	\$		\$	

TOTAL BID ITEMS 1 THROUGH 33 \$_____

BID SCHEDULE "C": WATER MAIN REPLACEMENT

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Permits, Bonds, Licenses & Insurance	LS	1	\$	S .
2	Public Convenience & Safety	LS	1	S .	\$.
3	Water Pollution Control	LS	1	\$	\$
4	Street Sweeping	LS	1	\$	\$
5	Surveying Services	LS	1	\$	\$
_ 6	Monumentation	EA	3	\$	\$
7	Abandon Existing 6" Water Main	LS	1	\$	\$
8	Abandon Existing Water Valve	EA	6	\$	\$
9	Remove Existing Water Meter Box	EA	34	\$. .
10	Remove and Replace Fire Hydrant	EA	3	.	.
11	Remove Concrete Sidewalk	SF	257	\$	\$
12	Remove Concrete Alley Approach	SF	1,972	S .	\$
13	Remove Asphalt Concrete	SF	4,014	s .	\$
14	Disconnect from Existing Water System	EA	2	\$	\$
15	8" C900 Water Main	LF	1,338	S .	\$
16	8" Gate Valve	EA	5	\$.	\$
17	10" Gate Valve	EA	2	\$	\$
18	New 1" Water Service and Box	EA	29	S	\$.
19	New 1-1/2" Water Service and Box	EA	5	 \$	\$
_ 20	Connection to Existing Water System	EA	3	s .	\$
21	Pressure Testing and Disinfection	LS	1	\$.	s .
_22	Sanitary Sewer Lateral	EA	19	S	\$
23	4" Concrete Sidewalk	SF	257	\$	
24	Concrete Alley Approach	SF	1,765	\$	s .

25	Asphalt Concrete(2.5"/6"AB/6" Subgrade)	SF	4,014	\$ •	\$	
26	Pavement Markers	EA	3	\$	\$	
27	Restoration	LS	1	\$ ·	\$	
28	16" Gate Valve	EA	1	\$	S	

TOTAL BID ITEMS 1 THROUGH 28 \$

The costs for any Work shown or required in the Contract, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR G STREET IMPROVEMENTS – CHILDS AVENUE TO 13TH STREET & ALLEYS 11 TH TO 13 TH STREET
\$ Total Bid Price (Schedules "A", "B" and "C") in Numbers
\$ Total Bid Price in Written Form
In case of discrepancy between the written price and the numerical price, the written price shall prevail.

BID FORMS

1.1 BID.

Bids will be received at 2525 "O" Street, Merced, California 95340, until 9:00 AM on December 16, 2021.

NAME OF BIDDER: Rolfe Construction Inc

City of Merced 2525 "O" Street Merced, California 95340

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any for the following Project:

G STREET IMPROVEMENTS – CHILDS AVENUE TO 13TH STREET & ALLEYS 11TH TO 13TH STREET

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract:

Addenda No. #1-12/9

- Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
- 2. Attached is the completed Designation of Subcontractors form.
- 3. Attached is the fully executed Noncollusion Declaration form.
- 4. Attached is the completed Iran Contracting Act Certification form.
- 5. Attached is the completed Bidder Information and Experience form.

BID SCHEDULE "A" - ROAD IMPROVEMENTS

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY			ITEM TOTAL
_ 1	Permits, Bonds, Licenses & Insurance	LS		\$	23,140.00	23,140.00
2	Public Convenience and Safety	LS		s	7,662.00	7,662.00
3	Water Pollution Control	LS		s	16,753.00	16,753.00
4	Street Sweeping	LS		S	5,000.00	5,000.00
5	Surveying Services	LS		\$	7,450.00	7,450.00
6	Monumentation	EA	4	s	2,080.00	8,320.00
7	Survey Monument Wells	EA	5	\$	390.00 \$	
8	Portable Changeable Message Signs	EA	6	\$	2,167.00	
9	Clearing and Grubbing	LS		\$	13,234.00 5	
10	Project Funding Signs	EA	4	S	1,229.00	
11	Remove Asphalt & Aggregate Base	SF		\$	9.60	
12	Pulverize Asphalt Pavement/FDR Process	SF		S	1.60 s	
13	Remove Curb and Gutter	LF		\$	34.00 5	
14	Remove Concrete (Driveway, Alley Way,			S	1.80	
	Valley Gutter, Sidewalk and H/C Ramp)		-,			
15	Remove & Replace Fire Hydrant Assemb	у ЕА	ı	s	21,723.00 \$	21,723.00
16	Remove and Relocate Sign	EA		s	685.00 s	
17	Remove Tree	EA		\$	1,193.00 \$	
18	Remove 8-Inch Water Main	LF		\$	8.00	22,000.00
19	Remove 10-Inch Water Main	LF		\$	199.00	3,980.00
20	Remove 12-Inch Water Main	LF		\$	352,00 \$	
21	Asphalt Pavement Patch (3" AC/11"AB)	SF		<u>s</u>	39.00 \$	
22	Asphalt Pavement Patch (4" AC/15.5"AB			\$	24.50 \$	
23	Asphalt Pavement Patch (5" AC/20.5"AB			\$ \$	160.50 s	
24	3" Asphalt Concrete FDR Wear Course	SF		5	2.30 \$	
25	Install Concrete Sidewalk and	SF		\$	32,00 s	
	Handicap Ramp					
26	Concrete Curb and Gutter	LF	50	s	225.00 S	11,250.00
27	Concrete Driveway/Alley Approach and	SF		\$	13.50 \$	
	Valley Gutter					
28	Residential Driveway	SF	1,196	\$	24.50 \$	29,302.00
29	Install 6-Inch Water Main	LF	89	\$	124.00 \$	11,036.00
30	Install 8-Inch Water Main	LF	34	\$	269.00 \$	9,146.00
31	Install 10-Inch Water Main	LF	20	\$	276.00 \$	5,520.00
32	Install 12-Inch Water Main	LF	15	\$	520.00 s	7,800.00
33	Install 6-inch Water Valve	EA	2	S	1,300.00 \$	2,600.00
34	Install 8-Inch Water Valve	EA		<u> </u>	2,084.00 \$	10,420.00

35	Install 10-Inch Water Valve	EA	2	\$	5,586.00 \$	11,17,2.00
36	New 1-Inch Water Service and Box	EA	4	S	3,240.00 \$	12,960.00
37	Abandon 4" Water Main	LS		S	4,628.00 \$	4,628.00
38	Reconnect 8-Inch Irrigation Line	LS		\$_	5,27,8.00 \$	5,278.00
39	Remove and Replace Storm Drain Lid	LS		S	2,704.00 s	2,704.00
40	Install Storm Drain/Sanitary Sewer Manh	ole EA]	s_	6,500.00 \$	6,500.00
41	Install New Tree Wells	EA	14	\$_	4,169.00 \$	58,366.00
42	Signal Detector Loops w/2070 Controller	LS		\$	30,518.00 S	30,518.00
43	Traffic Stripes and Pavement Markings	LS	****	\$	97,168.00 \$	97,168.00
44	Hydrant Pavement Markers	EA	3	S	33.00 \$	99.00
45	Adjust Utility Boxes to Grade	EA	3	\$	1,760.00 §	5,280.00
46	Restoration	LS		S	19,890.00 s	19,890.00
47	Astroturf Landscaping	SF	31,460	S	7.50 \$	235,950.00

TOTAL BID SCHEDULE "A" ITEMS 1 THROUGH 47 \$ 1,348,484.00

BID SCHEDULE "B" - SEWER MAIN REPLACEMENT

<u> </u>	CHEDULE B - SEWER WAIN	REFLAUE	MEIA !		
ITEM	ITEM	UNIT OF	ESTIMATED		ITEM TOTAL
NO.		MEASURE	QUANTITY	(IN FIGURES)	(IN FIGURES)
	Permits, Bonds, Licenses & Insurance	LS	Ì	\$ 23,140.00	\$ 23,140.00
2	Public Convenience & Safety	LS	1	\$ 7,662.00	\$ 7,662.00
3	Water Pollution Control	LS	1	\$ 16,753.00	\$ 16,753.00
4	Street Sweeping	LS	1	\$ 5,000.00	\$ 5,000.00
5	Surveying Services	LS	1	\$ 7,450.00	s 7,450.00
6	Monumentation	EA	2	s_ 2,080.00	\$ 4,160.00
7	Abandon 6-Inch Water Main	LS	I	\$ 21,190.00	s 21,190.00
8	Abandon Water Valve	EA	6	\$ 772.00	s 4,632.00
9	Remove Water Meter Box	EA	31	\$ 824.00	s 25,544.00
10	Remove and Replace Fire Hydrant	EA	3	\$ 14,832.00	\$ 44,496.00
11	Remove Concrete Sidewalk & Alley Approach	SF	1,817	s <u>4.0</u> 0	s 7,268.00
12	Remove Asphalt Concrete	SF	13,641	s .2.00	s 27,282.00
13	Disconnect from Existing Water System	EA	2	s 5,135.00	\$ 10,270.00
14	Remove 6-Inch Sanitary Sewer Main	LF	911	\$ 1,5.00	s 13,665.00
15	Remove 48-Inch Sewer Manhole	EA	3	\$ 1,265.00	s 3,795.00
16	Remove Tree	EA	l	\$ 3,53,6.00	S 3,536.00
17	8-Inch C900 Water Main	LF	976	s 62.50	\$ 61,000.00
18	8-Inch Gate Valve	EA	3	\$ 2,314.00	\$ 6,942.00
19	10-Inch Gate Valve	EA	3	\$ 3,140.00	\$ 9,420.00
20	New I" Water Service and Box	EA_	25	\$ 1,668.00	\$ 41,700.00
21	New 1-1/2" Water Service and Box	EA	6	\$ 3,154.00	\$ 18,924.00
22	Pressure Testing and Disinfection	LS	1	\$ 17,082.00	\$ 17,082.00

23	Connection to Existing Water System	EA	2	S	5,785.00 s	11,570.00
24	Asphalt Concrete (2.5"/6"AB/6" Subgrade)	SF	13,641	\$	7.00 \$	95,48,7.00
25	4" Concrete Sidewalk	SF	251	\$_	16.00 \$	4,016.00
26	Concrete Alley Approach	SF	1,561	[S _	20.00 \$	31,220.00
27	Sanitary Sewer Bypass Pumping	LS	1	\$_	8,606.00 \$	8,60,6.00
28	Install 6" SDR-26 Sanitary Sewer Main	ĹF	911	\$_	36.00 ₺	32,796.00
29	Standard 48" Sanitary Sewer Manhole	EA	3	\$_	4,147.00 \$	12,441.00
30	Install Valley Gutter	SF	2,421	S	1,6.00 s	38,736.00
31	Pavement Markers	EA	3	\$	309.00 \$	927.00
32	Install Sanitary Sewer Lateral	EA	32	\$_	1,356.00 \$	43,392.00
33	Restoration	LS	1	\$_	14,534.00 s	14,534.00

TOTAL BID ITEMS 1 THROUGH 33 \$ 674,636.00

BID SCHEDULE "C": WATER MAIN REPLACEMENT

ITEM					1
NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Permits, Bonds, Licenses & Insurance	LS		\$ 23,140.00	
2	Public Convenience & Safety	LS		\$ 7,662.00	
3	Water Pollution Control	LS	ı	\$ 16,753.00	s 16,753.00
4	Street Sweeping	LS	1	\$ 5,000.00	\$ 5,000.00
5	Surveying Services	LS	ı	\$ 7,450.00	\$ 7,450.00
6	Monumentation	EA	3	\$ 2,080.00	\$ 6,240.00
7	Abandon Existing 6" Water Main	LS	1	s 17,862.00	\$ 17,862.00
8	Abandon Existing Water Valve	EA	6	\$ 1,096.00	\$ 6,576.00
9	Remove Existing Water Meter Box	EA	34	s 1,189.00	\$ 40,426.00
10	Remove and Replace Fire Hydrant	EA	3	s 13,402.00	s 40,206.00
11	Remove Concrete Sidewalk	SF	257	\$ 12.00	\$ 3,084.00
12	Remove Concrete Alley Approach	SF		s 4.50	\$ 8,874.00
13	Remove Asphalt Concrete	SF		§ 5.00	\$ 20,070.00
14	Disconnect from Existing Water System	EA	2	\$ 5,460.00	s 10,920.00
15	8" C900 Water Main	LF	1,338	s 28.50	\$ 38,133.00
16	8" Gate Valve	EA	5	\$ 2,306.00	s 11,530.00
17	10" Gate Valve	EA	2	\$ 5,586.00	\$ 11,172.00
18	New 1" Water Service and Box	EA	29	\$ 1,697.00	\$ 49,213.00
19	New 1-1/2" Water Service and Box	EA	5	\$ 4,799.00	\$ 23,995.00
20	Connection to Existing Water System	ΕA	3	s 4,386.00	\$ 13,158.00
21	Pressure Testing and Disinfection	LS	1	s 16,603.00	\$ 16,603.00
22	Sanitary Sewer Lateral	EA	19	\$ 1,204.00	\$ 22,876.00
23	4" Concrete Sidewalk	SF	257	\$ 19.00	\$ 4,883.00
24	Concrete Alley Approach	SF	1,765	s 19.00	§ 33,535.00

25	Asphalt Concrete(2.5"/6"AB/6" Subgrade)	SF	4,014	\$	12.50 \$	50,175.00
26	Pavement Markers	EA	3	\$	33.00 \$	99.00
27	Restoration	LS	1	S_	13,234.00 s	13,234.00
28	16" Gute Valve	EA	1	S	5,382.00 5	5,382.00

TOTAL BID ITEMS 1 THROUGH 28 \$ 508,251.00

The costs for any Work shown or required in the Contract, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES FOR G STREET IMPROVEMENTS – CHILDS AVENUE TO 13TH STREET & ALLEYS 11TH TO 13TH STREET

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the Contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed Contract and other required documents, the Contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the Contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such Contract no less than the prevailing wage rate within Merced County for each craft, classification, or type of worker needed to complete the Work contemplated by this Contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond or cashier's or certified check No from the Bank in the amount of which is not
less than ten percent (10%) of this bid, payable to City of Merced as bid security and which is given as a guarantee that the undersigned will enter into a Contract and provide the necessary bonds and certificates of insurance if awarded the Work.
The bidder furthermore agrees that in case of bidder's default in executing said Contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of Merced.
Bidder is an individual, or corporation, or partnership, organized under the laws of the State of _California
Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):
1057242 A/B Exp 8/31/23

If the Bidder is a joint venture, each member of the joint venture must include the required

licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the Contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury uniformation submitted in connection with the true and correct.	inder the laws of the State of California that all of the his Bid and all of the representations made herein are
Executed at Atwater, CA	_, on this 16 day of December 2021
	(Bidders Name – Print or Type)
(Corporate Seal)	Dennis Rolfe (Name and Title) (Signature)
Names of individual members of firm or na addresses are listed below:	ames and titles of all officers of corporation and their
Name Dennis Rolfe	_ _{Title} Owner/President
Complete Address 3573 Southern	Pacific Ave, Atwater CA 95301
Phone 209-358-5548	FAX 209-357-2916
Name Suzin Rolfe	FAX 209-357-2916 Title Vice-President
Complete Address 3573 Southern I	Pacific Ave, Atwater CA 95301
Phone 209-358-5548	_{FAX} 209-357-2916
	Title
Complete Address	
Phone	_FAX
	_Title
Complete Address	
Phone	_FAX

1.2 BID BOND

[Note: Not required when other form of Bidde cashier's check, accompanies bid.]	er's Security, e.g. cash, certified check or
The makers of this bond are, Rolfe Co	nstruction, Inc. as
Principal, and Travelers Casualty and Surety	Company of America as Surety
and are held and firmly bound unto the City of Me sum of TEN PERCENT (10%) OF THE TOTAL BIT the work described below, for the payment of white well and truly to be made, we bind ourselves, our and assigns, jointly and severally, firmly by these p	O PRICE of the Principal submitted to City for ch sum in lawful money of the United States, heirs, executors, administrators, successors
THE CONDITION OF THIS OBLIGATION IS SUCH accompanying bid dated <u>December 16</u> , 20 <u>21</u> AVENUE TO 13TH STREET & ALLEYS 11 TH TO 119027 & 120063.	, for G STREET IMPROVEMENTS - CHILDS
If the Principal does not withdraw its Bid within to Principal is awarded the Contract and provides a Contract; then this obligation shall be null and void and effect.	all documents to the City as required by the
Surety, for value received, hereby stipulates and alteration or addition to the terms of the Contract sh Surety does hereby waive notice of any such change.	nall in affect its obligation under this bond, and
In the event a lawsuit is brought upon this bond by t shall pay all litigation expenses incurred by the City fees, court costs, expert witness fees and expense	y in such suit, including reasonable attorneys'
IN WITNESS WHEREOF, the above-bound partie several seals this 6th day of December each corporation.	
(Corporate Seal)	Rolfe Construction, Inc. Contractor/ Principal
	By
	Title Dennis Rolle - Owner President
	Travelers Casualty and Surety Company of America
(Corporate Seal)	Surety
	By Attorney-in-Fact
(Attach Attorney-in-Fact Certificate)	Title Mary Collins, Attorney-in-Fact

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF			
On	_, 20, t	efore me,	, Notary Public, personally
appeared	No of the last	er(s)	_, who proved to me on the basis of satisfactory
evidence to be the persone that he/she/they exe	n(s) whosecuted the	e name(s) is/are subso same in his/her/their	ribed to the within instrument and acknowledged to authorized capacity(ies), and that by his/her/their upon behalf of which the person(s) acted, executed
I certify under PENALTY is true and correct.	OF PERJ	URY under the laws of	the State of California that the foregoing paragraph
		WITN	ESS my hand and official seal.
Signature of No	tary Public		
		OPTION	AL
Though the informa and cou	ation below is ld prevent fra	s not required by law, it may audulent removal and reatta	prove valuable to persons relying on the document chment of this form to another document.
CAPACITY CLAIN	MED BY SIC	ENER	DESCRIPTION OF ATTACHED DOCUMENT
Individual Corporate Officer			
Titl Partner(s)	e(s) Limited		Title or Type of Document
Attorney-In-Fact	Genera		Number of Pages
Trustee(s) Guardian/Conservator Other: Signer is representing: Name Of Person(s) Or Entity(ies)			Date of Document
			Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF	_	
On 2	0 <u>21</u> , before me,	, Notary Public, personally
appeared		, who proved to me on the basis of satisfactory
me that he/she/they execut	ed the same in his	are subscribed to the within instrument and acknowledged to s/her/their authorized capacity(ies), and that by his/her/their the entity upon behalf of which the person(s) acted, executed
I certify under PENALTY OF is true and correct.	PERJURY under th	ne laws of the State of California that the foregoing paragraph
		WITNESS my hand and official seal.
Signature of Notary F		lifornia all Purpose Acknowledgment Complies with Civil Code 1189
		OPTIONAL
Though the information and could pr	below is not required by event fraudulent remova	r law, it may prove valuable to persons relying on the document I and reattachment of this form to another document
CAPACITY CLAIMED	BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
 Individual Corporate Officer 		
Title(s)		Title or Type of Document
Partner(s) Attorney-In-Fact Trustee(s)	Limited General	Number of Pages
Guardian/Conservator Other: Signer is representing: Name Of Person(s) Or Entity(ies)		Date of Document
		Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND1.3 LIST OF SUBCONTRACTORS

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.	
State of California County of Sacramento	ے د
On _ December 6, 2021 before me	(insert name and title of the officer)
subscribed to the within instrument and acknowledge	evidence to be the person(s) whose name(s) is/sees owledged to me that ke/she/thay executed the same in toy this/her/thaix signature(s) on the instrument the he person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	r the laws of the State of California that the foregoing
WITNESS my hand and official seal.	KATHLEEN LE COMM. / 2380925 NOTARY PUBLIC CALIFORNIA &
Signature Lathleem L	COUNTY OF SACRAMENTO Comm. Expires DCT 31, 2025



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Mary Collins of SACRAMENTO , California , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April. 2021







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June. 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filled in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Assistant Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

1. Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th

day of December

. 2021







Kevin E. Hughes, Assistant Secretary

A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulness	rifies only the identity of the individual who signed the document s, accuracy, or validity of that document.			
State of California /				
County of <u>werced</u>				
on December 7 2021 hours	comine Zapien. Notary Public			
Date Date	Gemine Zapien, Notary Public Here Insert Name and Title of the Officer			
personally appeared Dennis Roll	Re			
	Name(s) of Signer(s)			
who proved to me on the basis of satisfactory evidento the within instrument and acknowledged to me that authorized capacity(ies), and that by his/her/their sign upon behalf of which the person(s) acted, executed the person of	nature(s) on the instrument the person(s), or the entity			
	I certify under PENALTY OF PERJURY under the			
ASMINE CASES	laws of the State of California that the foregoing			
# 10 Leadings - Numbers Part and Damportra - # # Content of Agric - Mercado Countra - # #	paragraph is true and correct.			
Oriential Models V. Core Beares Sep 15, 2005	WITNESS my hand and official seal.			
Place Notary Seal and/or Stamp Above	Signature Signature of Notary Public			
OPTI	IONAL —			
Completing this information can of fraudulent reattachment of this i	deter alteration of the document or form to an unintended document.			
Description of Attached Document				
Title or Type of Document:				
Document Date:	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s)				
Signer's Name:	Signer's Name:			
☐ Corporate Officer – Title(s):	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General			
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact			
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator			
D Other:	□ Other:			
Signer is Representing:	Signer is Representing:			

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor		Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Sawcutting	National Concrete Cutting	7800 Cucamonga Ave Sacramento, CA 95826		DIR#1000005972	100
Striping & Markers	Fineline Striping	3900 Pelandale Ave #420-390 Modesto, CA 95356	CL#1014124	D!R#1000039694	100
Surveying & Monuments	California Construction Surveying	PO Box 91 El Nido, CA 95317	Lic# PLS7027	DIR# 1000006224	100
FDR Process	Graniterock	5225 Hellyer Ave Ste #220 San Jose, CA	Lic#22	DIR#1000000239	100

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Traffic Loops	Tennyson Electric	7275 National Drive Ste A Livermore, CA	717998	1000013487	100

(Attach additional sheets if necessary)

Name of Bidder Rolfe Construction Inc

Signature Dennis Rolfe - Owner/President

12/16/21

1.4 BIDDER INFORMATION AND EXPERIENCE FORM

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

OTE:		Where Bidder is a joint venture, pages shall be duplicated and information provide for all parties to the joint venture.						
	1.0	Name	e of Bidder:	Rolfe Construction Inc				
	2.0	Туре	if Entity: Corpo	oration				
	3.0	Bidder Address: 3573 Sc			outhern Pacific Ave			
				Atwater, CA	95301			
	209-357-2916				209-358-5548			
		Facsi	Facsimile Number Telephone Number					
			mail@rolfeconstruction.biz					
		Emai	Address					
	4.0	How	How many years has Bidder's organization been in business as					
:	5.0	How many years has Bidder's organization been in business under its parame?3						
		5.1	Under what operated?	P***	ormer names has Bidder's organization			
11	6.0	If Bide	der's organization	on is a corpora	tion, answer the following:			
		6.1	Date of Incorp	oration:	2019			
		6.2	State of Incor	poration:	California			
		6.3	President's N	ame:	Dennis Rolfe			
		6.4	Vice-Presiden	t's Name(s):	Suzin Rolfe			
		e e	Constante At					
		6.5	Secretary's N	ame:				
		66	Treasurer's N	ama [,]				

If an i	ndividual or a partnership, answer the following:
7.1	Date of Organization:
7.2	Name and address of all partners (state whether general or limited partnership):
If othe	er than a corporation or partnership, describe organization and na pals: N/A
List otl	her states in which Bidder's organization is legally qualified to do busine
	None
	er, Sewer, Storm, Paving, Concrete
Has Bil and wh	dder ever failed to complete any work awarded to it? If so, note when, wheny:
oeen a	the last five years, has any officer or partner of Bidder's organization ean officer or partner of another organization when it failed to complete ot? If so, attach a separate sheet of explanation:
List Tra	ade References:
Ferg	uson Waterworks - 510-266-4334
^	tral Valley Concrete - 209-384-2395

Calaveras Materials - 925-785-7887	
List Bank References (Bank and Branch Address):	
WestAmerica Bank	
735 Bellevue Road	
Atwater, CA 95301	
209-357-5220	
Name of Bonding Company and Name and Address of Agent: Travelers of America	
11070 White Rock Road #130	
Rancho Cordova, CA 95670	
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]	

LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
	To be provided if	we are low bidde	r
-			

LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
	To be provided if	we are low bidde	r
	1		

Experience and Technical Qualifications Questionnaire

Personnel: The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.
1. List each person's job title, name and percent of time to be allocated to this project:
Dennis Rolfe-Operator/Supervisor
Trent Dietz-Foreman/Operator
2. Summarize each person's specialized education:
All employees listed have 10+ years of experience in underground construction
3. List each person's years of construction experience relevant to the project: Dennis Rolfe-40+
Trent Dietz-10+
Dennis Ziegenfuss-15+
4. Summarize such experience:
All listed personnel have vast experience in installing waterline, sewer line, storm drain and paving.
These are all scopes of work that we as a company complete on most of our public works projects.
Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.
Changes Occuring Since Prequalification
If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

N/A

-		
Additional B	idder's Statements:	
questionnaire	feels that there is additional information which has not bee above, and which would contribute to the qualification review a statement here or on an attached sheet, appropriately marked	v. it may add that
None		
VERIFICATION	ON AND EXECUTION	
These Bid For	rms shall be executed only by a duly authorized official of the Bid	der:
I declare unde information is	er penalty of perjury under the laws of the State of California true and correct:	that the foregoing
Name of Bidde	er Rolfe Construction Inc	
Signature	aft	
Name	Dennis Rolfe	
Title	Owner/President	
Date	12/16/21	
Contractor Lice	ense No1057242 A/B	
DIR Contracto	r Registration No 1000554344	

1.5 NON-COLLUSION DECLARATION

The undersigned	declares:			
I am the Owner foregoing Bid.	r/President	of Rolfe Const	ruction Inc	, the party making the
company, associate the Bidder has no sham bid. The Bidder or any any manner, directly anyone to fix the Bidder of the Bidder of the Bidder of the Corpartnership, compartnership, compartnersh	ation, organization directly or industrial derivation of the color of	tion, or corporation ndirectly induced o irectly or indirectly at in a sham bid, or ctly, sought by ag e Bidder or any oth that of any other B ly or indirectly, sub or divulged information, organization, e or sham bid, and	The Bid is genuine r solicited any other colluded, conspired to refrain from bidd reement, communicer Bidder, or to fix aridder. All statements omitted his or her Bition or data relative the bid depository, or has not paid, and were solicited to the solicited of the solicited the s	osed person, partnership, and not collusive or sham. Bidder to put in a false or , connived, or agreed with ing. The Bidder has not in ation, or conference with ny overhead, profit, or cost s contained in the Bid are d Price or any breakdown hereto, to any corporation, to any member or agent will not pay, any person or
venture, limited	liability compa	any, limited liabili	ty partnership, or	poration, partnership, joint any other entity, hereby , this declaration on behalf
	ct and that	iry under the laws this declaration California		ornia that the foregoing is 12/16/21 [date], at
Name of Bidder_	Rolfe Co	onstruction Inc		
Name	Dennis Rol	lfe		
Title	Owner/P	resident		

1.6 IRAN CONTRACTING ACT CERTIFICATION.

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to
penalty for perjury that the option checked below relating to the Contractor's status in regard to
the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct;

\checkmark	The Contractor is not:	
	(1) identified on the current list of person and enti in Iran prepared by the California Departmen with subdivision (b) of Public Contract Code S	t of General Services in accordance
	(2) a financial instruction that extends, for 45 da \$20,000,000 or more to any other person or persons and entities engaging in investment California Department of General Services in Public Contract Code Section 2203, if that per credit to provide goods or services in the energy	entity identified on the current list of at activities in Iran prepared by the accordance with subdivision (b) of person or entity uses or will use the
	The City has exempted the Contractor from the r Act of 2010 after making a public finding that, at unable to obtain the goods and/or services to be	sent the exemption, the City will be
	The amount of the Contract payable to the Contra \$1,000,000.	actor for the Project does not exceed
Signature:	affe	
Printed Na	Dennis Rolfe	
Title:	Owner/President	
Firm Name	Rolfe Construction Inc	
Date:	12/16/21	

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.