

CONSTRUCTION CONTRACT

REGIONAL PARK RESTROOM – PROJECT NO. CP1220013

1. Parties and Date.

This Contract is made and entered into this _____ day of _____, _____ by and between the City of Merced, a public agency of the State of California (“City”) and **T & S Intermodal Maintenance, Inc. DBA T & S West**, a **Stock Corporation – CA- General** with its principal place of business at **6540 S. Austin Road, Stockton, CA 95215** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. Recitals.

2.1 City. 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 Contractor. 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 construction of

The work to be done consists, in general of partial demolition of two restrooms and installation of one prefabricated CXT or approved equal restroom. Rahilly restroom will be remodeled with a new toilet, sink, lighting, flooring, and other restroom furnishings listed while McNamara park restroom will be converted into a storage area and a new restroom will be installed approximately 20 feet away.

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.

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 B**

2.3 Project. City desires to engage Contractor to render such services for the “REGIONAL PARK RESTROOMS PROJECT”– Project No. CP1220013 as set forth in this Contract.

2.4 Project Documents & Certifications. 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 Incorporation of Documents. 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")
- Appendices
- Addenda
- Change Orders executed by the City
- Latest Edition of the Standard Specifications for Public Works Construction (Green Book), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 Contractor's Basic Obligation; Scope of Work. 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 Substitutions/"Or Equal". 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 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 **60 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 **\$3500 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 Standard of Performance; Performance of Employees. 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 City's Basic Obligation. 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 **Four Hundred Fifty-Eight Thousand Three Hundred Fifty Dollars (\$458,350.00)** ("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 Prompt Payment. 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 Contract Retentions. 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 Title to Work. 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 Labor and Material Releases. 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 Prevailing Wages. 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 Contractor and Subcontractor Registration. 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 Labor Compliance; 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 different 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 Permits and Licenses. 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 Trenching Work. 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 Hazardous Materials and Differing Conditions. 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 Underground Utility Facilities. 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 State Recycling Mandates. 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 Completion of Work. 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 Claims. 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 Supporting Documentation. 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 City's Response. 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 confer 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 Civil Actions. 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 Non-Waiver. 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 Loss and Damage. 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 Time for Compliance. 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 Minimum Requirements. 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 Minimum Scope of Insurance. 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 Minimum Limits of Insurance. 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 Insurance Endorsements. 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 General Liability. (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 Automobile Liability. (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 Workers' Compensation and Employer's Liability Coverage. 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 All Coverages. 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 Separation of Insureds; No Special Limitations. 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 Deductibles and Self-Insurance Retentions. 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 Acceptability of Insurers. 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 Verification of Coverage. 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 Subcontractors. 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 Reporting of Claims. 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 Payment Bond. 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 Performance Bond. 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 Surety Qualifications. 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.

3.15 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 to verify 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 Verification of Employment Eligibility. 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 City's Representative. 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 Termination. 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 Contract Interpretation. 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

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 Notices. 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:

T & S Intermodal Maintenance, Inc. DBA T & S West
6540 S. Austin Rd
Stockton, CA 95215

Sammy Cox
President

CITY:

City of Merced
2525 "O" 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 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. 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 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Governing Laws; Venue. 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 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. 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 Solicitation. 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 Authority to Enter Contract. 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 Entire Contract; Modification. 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 Non-Waiver. 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 City's Right to Employ Other Contractors. 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 T & S INTERMODAL MAINTENANCE INC. DBA T & S WEST**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 2023.

CITY OF MERCED

**T & S Intermodal Maintenance Inc.
DBA T & S West**

By: _____
Stephanie Dietz
City Manager

By: 
Its: Secretary / Treasurer
Printed Name: George Faist

ATTEST:

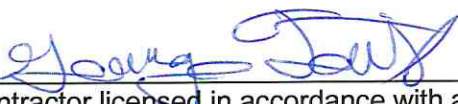
By: _____
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

**T & S Intermodal Maintenance Inc.
DBA T & S West**

By: _____
City Attorney

By:  George Faist, Secretary / Treasurer
Contractor licensed in accordance with an
act providing for the registration of contractors.

ACCOUNT DATA:

Taxpayer ID No.: 68-0479675

Project No.: CP1220013

Vendor No.: _____

Project Account Number(s) / Amount:

Address: 6540 S. Austin Road
Stockton, CA 95215

Phone: 209-942-1360

Fax: 209-942-1368

Email: WestAccounting@tandsinc.us

By: _____

Finance Officer Verification

EXHIBIT “A” - SERVICES / SCHEDULE

BASE BID SCHEDULE

Item	Description	Unit	Quant.	Unit Price	Total
1	Permits, Bonds, Licenses & Insurance	LS	1	\$100,000.00	\$100,000.00
2	Public Convenience and Safety	LS	1	\$15,000.00	\$15,000.00
3	Water Pollution Control	EA	2	\$3,000.00	\$6,000.00
4	Interior Demolition of Rahilly	LS	1	\$15,000.00	\$15,000.00
5	Restroom Fixtures, Rahilly	LS	1	\$25,000.00	\$4,104.00
6	Exterior Doors	EA	2	\$5,000.00	\$3,200.00
7	Paint - Rahilly	LS	1	\$15,000.00	\$8,365.00
8	Rahilly SS Plumbing Replacement	LS	1	\$10,000.00	\$12,300.00
9	Interior Demolition of McNamara	LS	1	\$20,000.00	\$2,005.00
10	Clearing and Grubbing	EA	1	\$10,000.00	\$115,000.00
11	4" SDR35 Piping Install	LF	85	\$200.00	\$13,145.00
12	1.5" Water Line Install/Water Service	EA	1	\$12,500.00	\$3,900.00
13	Remove Concrete	SF	25	\$30.00	\$7,230.00
14	Install Concrete	SF	440	\$35.00	\$3,130.00
15	CTX Precast Cortez CR-1390	EA	1	\$135,000.00	\$2,600.00
16	Prepare Subbase/base for restrooms	EA	1	\$20,000.00	\$4,000.00
17	Electrical System	LS	1	\$20,000.00	\$20,000.00
18	Relocate Bench and Install New Pad	LS	1	\$3,000.00	\$3,000.00
19	Native Fill Material for Slopes	CY	37	\$100.00	\$3,700.00
20	Restoration of Site	LS	1	\$5,000.00	\$5,000.00

TOTAL BASE BID SCHEDULE “A” ITEMS 1 THROUGH 20 \$ 458,350.00

EXHIBIT “B” - DRAWINGS AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The project is located at Rahilly, and McNamara parks. All parks are in the City of Merced, CA. Bids are required for the entire work described herein.

The work to be done consists, in general of demolition of two restrooms and installation of one prefabricated CXT or approved equal restroom. Rahilly restroom will be remodeled with a new toilet, sink, lighting, flooring and other restroom furnishings listed.

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.

PERFORMANCE

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

COORDINATION/COOPERATION

The Contractor shall notify the Engineer at (209) 385-6820 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.

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.

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.

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 "Permits, Bonds, Licenses and Insurance," 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.

INTERIOR DEMOLITION OF RESTROOMS

The Contractor shall remove all interior materials and furnishings, removal of floor finishes, ceiling, and wall anchoring required to complete the project.

Sewer and water connections for existing restroom which will no longer be in service will be capped. Plumbing or electrical shall be done per building code.

All material removed by the Contractor in accordance with this project shall become property of the Contractor and shall be removed off-site and disposed of at the Contractor's expense.

Payment for "Interior Demolition or Restrooms," shall be at the contract per site price as set forth in the proposal, in two pay items: (1) "Interior demolition of Rahilly", (2) "Interior demolition of McNamara" and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

DEMOLITION OF RESTROOMS

The Contractor shall remove all materials, including bench called out for on the plans and specifications or as required to complete the project. Contractor will also abandon electrical service at the service box. Demolition of floor finishes, ceiling, and any reinforcing required to complete the project.

All material removed by the Contractor in accordance with this project shall become property of the Contractor and shall be removed off-site and disposed of at the Contractor's expense.

Payment for "Demolition of restrooms," shall be at the contract per site 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.

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 "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.

ABANDON LATERAL UTILITIES

This item shall include all costs to furnish all labor, materials, tools, and equipment, both permanent and temporary, for the excavation, abandonment of existing laterals, and restoration Work necessary for the cut and plugs as shown and specified unless otherwise directed by the Engineer. The Work includes, but is not limited to: excavation, bracing or shoring, dewatering, disposal of surfaces and spoil where required, furnishing and installing all materials for cutting and plugging existing water and sewer, removal of any nearby valve boxes (if plugging valve face), bedding, backfilling and compaction, granular backfill and/or special backfill, coordinating and cooperating with Water Maintenance and Service, protection of existing utilities, light poles, fences and mailboxes, Site restoration including, but not limited to, pavement replacement as required, removing and returning or replacing trees, shrubbery, storm sewers, mulched seeding, and incidentals for performing all Work for excavation and restoration for the cut and plugs as specified.

Existing water service connections to be abandoned on an existing water main to remain in service, dig up (expose) and turn off the existing corporation stop at the connection to the existing main.

If lateral is orangeburg material or is in poor condition, saddle or cap must be installed at main. If lateral material is cast iron or VCP with neoprene seals, the cap may be installed at property line.

The number of cut and plugs to be measured for payment shall be the actual number of existing lateral locations cut and plugged for abandonment.

The payment for cut and plug shall be based on the unit price basis as listed on the submitted bid schedule and regardless of plug size. Payment for any associated road replacement/restoration shall be paid for under its respective Work item.

This price shall include all cost associated with removal of surface improvements, excavation, disposal of excavated material, temporary sheeting, shoring, or bracing; dewatering, furnishing and placing a restrained MJ cap or plug on the abandoned main; furnishing, placing and compacting required backfill; and placing required surfacing.

Payment for “Abandon Lateral Utilities” shall be at the contract lump sum item as specified in the bid schedule and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

PREPARE SUB-BASE/BASE FOR RESTROOM SLAB

The contractor shall provide a sub base of minimum thickness of 6” unless otherwise specified on plans. Sub base shall consist of ¾” Caltrans Class II recycled aggregate base, uniformly moisture conditioned to at least the optimum moisture and sub-grade to a depth of 12” shall be uniformly moisture conditioned for at least 3% above the optimum moisture content and compacted to at least 90% but no more than 95% of the maximum density in accordance with ASTM D 1557. Finished surface or sub-base shall be flat and level, with a maximum deviation of -1/2”, +0 from a true horizontal plane. Refer to building handling sheet for sub-base requirements during building placement.

Payment for “Prepare sub-base/base for restroom slab” shall be at the contract unit price item as specified in the bid schedule and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

SANITARY SEWER LATERALS

The Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to install and test new 4-inch and 8-inch sanitary sewer laterals where indicated on the plans as well as clean out installation as shown on 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).

Sewer lateral shall be re-connected to the existing manhole as required and as shown on the plans, using like materials and insert tee fittings.

Payment for sanitary sewer laterals and connections, “4” SDR35 Piping Install” and “8” SDR35 Piping Install” 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.

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. 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, meter valve and water shut off valve. Water shut off valve installation per plans.

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.

A new emergency shut-off and hose bib install onsite where applicable.

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 ten feet (10') from the sewer lateral.

Payment for "1 ½" Water Service and Box" shall be at the contract unit price, as set forth in the proposal and shall include fittings, valves, all labor, materials, tools, equipment, excavation, backfill, aggregate base, compaction, paving, sterilization and all work necessary for the completion of this item.

RESTROOM FURNISHINGS

1. COMMERCIAL LAVATORY: Sink shall be Elkay Model EHS-18x, Wall Mounted, 18-gauge stainless steel, with hardware or approved equal.
2. GRAB BARS – Contractor is to install (4) four grab bars where shown on the plans. Grab bars shall be stainless steel Moen Model #R8918 as supplied by Lowe's, mounted 1 ½ inch clearance between wall surface and inside of grab bar. The bars shall have a diameter of 1 ½ inch.
3. COMMERCIAL TOILET -- A stainless steel toilet, Acorn Model LR 1695 Series, floor/rear mount, floor waste, ligature resistant stainless steel or approved Equal.
4. COMMERCIAL FAUCET -- The faucets shall be Kohler Bathroom Sink faucet, automatic dispenser, and chrome assembly as supplied by Grainger (1-800-472-4643) or approved equal.
5. COMMERCIAL TOWEL DISPENSER AND WASTE RECEPTACLE -- The Contractor shall install commercial stainless steel paper towel dispenser with towel compartment in

the upper portion of the unit and removable waste receptacle in the lower portion of the unit.

6. COMMERCIAL SOAP DISPENSER – Contractor shall install one automatic soap dispensers, mirror mounted and above the sink. Dispenser shall be Purell LTX-12 Touch Free Dispensers or approved equal. Soap dispenser may be attached to the mirror.
7. TOILET TISSUE DISPENSER – Shall be stainless steel Bobrick B-2890 or approved equal.
8. SANITARY NAPKIN RECEPTACLE – Contractor shall install one sanitary napkin waste receptacle and shall be wall mounted, 8 in Wd, 11 in Ht, stainless steel adjacent to the toilet or approved equal.
9. VANITY MIRROR – Contractor shall install a 24" x 36" mirror above the sink as shown on the plans. Mirror shall be of commercial quality and attached to the block wall.

Mirror shall be Bobrick B-165, Bradley 720 or approved equal.

Caulking, Grout, Adhesive and Sealer 1. Caulking service temperatures from -40°F to +194°F. 2. Interior and exterior joints are caulked with a paintable polyurethane sealant. 3. Grout is a non-shrink type and are painted to match the color of surrounding concrete as nearly as possible. 4. Cement base coating is formulated with a very fine aggregate system and is a built-in bonding agent.

AVAILABLE MANUFACTURERS:

Bobrick Washroom Equipment, Inc., (818) 764-1000

American Specialties, Inc. (ASI) (914) 476-9000

Bradley Corporation, (262) 251-6000

Kohler (800) 456-4537

Payment for Restroom Furnishings shall be at the contract lump sum price as set forth in the proposal for "Restroom Furnishings-Rahilly" and shall include all labor, materials, tools, equipment, and all work necessary for the completion for each item.

EXTERIOR DOORS

BATHROOM DOOR -- The restroom door shall be 2" thick by 6'-0" long and consist of a steel door and frame, 18 gauge, SDI-100, Grade III, Model 3 or NAAMM HMMA 810 Type A and NAAMM HMMA 861, flush steel rib-stiffened, minimum 18-gauge face sheets.

Interior Frame shall be SDI-100 or NAAMM HMMA 861, fully welded frame, minimum 16 gauge, size and shape as indicated on the drawing

HARDWARE - The Contractor shall furnish and install all door hardware as shown on the drawings or as required to complete the project. All hardware shall be Schlage Commercial hardware.

Provide commercial doorknobs with locks, door stop, and with kick plate on all interior doors.

Provide unisex door signage for each restroom.

Caulking, Grout, Adhesive and Sealer. Caulking service temperatures from -40°F to +194°F. Interior and exterior joints are caulked with a paintable polyurethane sealant. Grout is a non-shrink type and are painted to match the color of surrounding concrete as nearly as possible. Cement base coating is formulated with a very fine aggregate system and is a built-in bonding agent.

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

CXT PRECAST CORTEZ

See Appendices A for order form with selected accessories and manufacturer specs.

CXT PRECAST DAKOTA CR-087

See Appendices B for manufacturer specs.

CXT Representative Kurt Mee at KMee@lbfooster.com has a filled-out order form with our selections for the restrooms. Please contact him for total pricing.

REMOVE EXISTING CONCRETE

The contractor shall remove portions of the concrete walk as shown on the plans and called for in these specifications. Existing concrete shall be sawcut to provide a smooth transition per Caltrans standards.

The quantities of Portland cement concrete sidewalk removed will be measured and paid for by the square foot.

The contract price per square foot for the removal of existing concrete sidewalk 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.

Payment for "Remove Existing Concrete" 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.

INSTALL CONCRETE

The Contractor shall install concrete pathway in accordance with the Plans, and these Special Provisions. This item shall include subgrade preparation, base material, compaction, and all conditions described in the applicable City of Merced Standard Designs.

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.

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 concrete pathway shall have a minimum thickness of 4-inch, minimum 5-sack mix (3000 psi), maximum 4-inch slump, match the existing adjacent concrete walk finish and in accordance with the current City of Merced Standard SCG-4 (General Requirements – Sidewalk, Curb and Gutter), 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 moisture condition subgrade to at least 3% above the optimum moisture content to a depth of 12" and compact existing sub-grade to 90% but not more than 95%, followed by 4" thick of Caltrans Class 2 aggregate base compacted to 90% relative compaction, as determined by ASTM D1557.

This item shall include embankment fill, subgrade preparation, base material, compaction, and all conditions described in the applicable City of Merced Standard Designs.

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 "Install Concrete," shall be at the contract square 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.

ELECTRICAL SYSTEM

The Contractor shall perform all electrical work as shown on the drawings or called for in these specifications.

General Electrical Notes:

The Contractor shall install lights and switches at the locations shown on the plans for all restrooms. Items include but are not limited to: basic electrical requirements; basic electrical materials; and interior lighting fixtures, lamps, ballasts, and all switches and breakers required for a fully operational systems.

All wiring shall be in conduit. Wire shall be copper, type THHN/THWN minimum #12 AWG. Switches shall be toggle type, quiet type, AC rated 15A, Bryant, H&H, Leviton, Eagle or approved equal. Receptacle outlets shall be, 15 or 20 Amp, 3 wire grounded outlet, Bryant, H&H, Leviton, Eagle or approved equal, dimmer switch shall be Bryant, H&H, Leviton, Eagle flush touch type or approved equal.

The Contractor is to verify all fixture counts and locations and is to notify the Engineer of any discrepancies.

The contractor is to remove electrical panels and install on new building/restroom and coordinate with PG&E or appropriate utilities to discontinue power source.

Payment for "Electrical System" 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.

PAINT-RAHILLY

The paint shall match the existing material and color as the rest of the walls and shall be waterproof paint for Rahilly. Contractor to prepare surface prior to application of paint. The block wall shall receive a minimum of three coats of off white, water resistant paint, Semi-Gloss, Acrylic Latex paint with a film thickness of 4.5 mils. The prime coat shall be 220-07 Enamel under coat with the second and third coats consisting of 214-XX "AA" Acrylic Semi-Gloss Enamel and graffiti resistant.

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

RAHILLY SS PLUMBING REPLACEMENT

Replace existing plumbing with Stainless Steel ASTM A269 or ASTM A312 compliant to 2022 CA plumbing code.

Payment for "Rahilly SS Plumbing Replacement" shall be at the contract lump sum as set forth in the proposal and shall include all labor, materials, tools, equipment, and all work necessary for the completion of this item.

REMOVE EXISTING DRAIN AND PIPING

Remove existing drain and piping at Applegate park. Cap piping 4" below surface and outside new building footprint.

Payment for "Remove existing drain and piping" 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.

NEW CONNECTION TO EXISTING UTILITIES

The Contractor shall make new sewer, water, drainage, and electrical connections to the new restroom site from the existing restroom facilities.

The water connection shall be of the same material as existing. PVC shall be schedule 80, HDPE or PE shall be DR-19 or approved equal.

Sewer and storm drain connections shall be PVC, Schedule 26 or approved equal.

The electrical service shall be designed by contractor based on manufacturer specifications and submitted, to City of Merced Building Department for permitting.

Payment for, "New Connection to Existing Utilities" shall be at the contract lump sum price as set forth in the proposal and shall include all labor, materials, tools, equipment, compaction, grading and all work necessary for the completion of this item.

REMOVE TREES

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 ant roots greater than ½ inch in diameter within any structural section including but not limited to: building, 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.

NATIVE FILL MATERIAL FOR SLOPES

The Contractor shall fill the areas with native material, as required to achieve slopes, grades, in eight-inch loose lift thickness achieving minimum 88% relative compaction but no more than 92% to the areas as shown on plans. Uniformly moisture conditioned for at least 4% the optimum moisture content.

Payment for, "Native Fill Material for Slopes," shall be at the contract lump sum price as set forth in the proposal and shall include all labor, materials, tools, equipment, compaction, grading and all work necessary for the completion of this item.

CONCRETE BIKE PATH

The Contractor shall install Class I Concrete Bikeway in accordance with City of Merced Standard Design BW-1A, the Plans, and these Special Provisions. This item shall include all cut or fill work, base material, grading, compaction, installation of 6 x 6 w.w. mesh and all conditions described in the applicable City of Merced Standard Designs or the Plans.

The Contractor shall moisture condition subgrade to at least 3% above the optimum moisture content to a depth of 12" and compact existing sub-grade to 90%, but not more than 95%, followed by Caltrans Class 2 aggregate base.

This item shall also include "Burke Keyed Kold Joints" (or equal) every 24' along concrete bike path, and 1 ½" deep control joints sawcut at 8' O.C. between Kold joints (typ.). The width of the concrete bikeway shall be 8' minimum with a 2' wide minimum graded area adjacent to the concrete.

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 and to a minimum of 12 inches under the bikeway.

Payment for "Concrete Bike Path" 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.

LANDSCAPING

The Contractor shall provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to furnish and install all lawn sod. Extent of the sod installation is shown.

Payments shall be made at the unit price per square foot as listed on the submitted Bid schedule. The unit price shall constitute full compensation for providing all labor, materials, and equipment, both temporary and permanent, and all other cost associated with final grading and seeding. This includes, but not limited to removal, required grading, topsoil, seeding, mulching, protection of existing utilities, and any other requirements to complete the work in accordance with the drawings and specifications, unless otherwise classified as a separate work item.

Measure of surfaces sodded or seeded shall be made of the area within the rights-of-way or easements designated by the Engineer of restoration.

Source Quality Control:

Provide sod procured from areas having growing conditions similar to location of Site. Machine-cut sod into rectangular sections, exercising care to retain the native soil on the roots of the sod, during strip-ping, transportation and planting. Cut and move sod only when soil moisture conditions are such that favorable results can be expected. Rectangular sections of sod may vary in length but shall be equal in width and of a size that permits the sod to be lifted and rolled without breaking.

Turf Grass Sod Material:

1. Sod shall be a variety or blend of Kentucky Bluegrass or fescue cut to a height of 2 to 3 inches and shall be free from all primary and noxious weeds.
2. Provide strongly rooted machine-cut sod, not less than 2 years old of uniform density, color and texture from a similar climate region. Provide only sod capable of vigorous growth and development when planted (viable, not dormant) and in strips no less than 16 inches wide and shall be no less than 2 feet in length. Edges of sod shall be cut to a uniform thickness of no less than 3/4-inch (excluding top growth and thatch).

INSPECTION -- Contractor shall examine the areas and conditions under which lawn and grass Work is to be performed, and notify Engineer, in writing, of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to Engineer.

SODDING LAWNS -- Do not lay sod on ground that is frozen, dust dry or that has not been uniformly prepared, as specified. Do not lay dormant sod. Lay sod within 24 hours of harvesting. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Place sod strips in straight lines parallel to one another. Lay sod across angle of slopes exceeding one on three.

Anchor sod on slopes exceeding one on three and steeper, and in ditches with grade steeper than one percent. Space anchors as recommended by sod Supplier, but not less than two anchors for each sod strip to prevent slippage. Use the following anchor dimensions:

Wood Peg Anchors: 1/2 inch x 3/4 inch x 12 inch minimum. T-shaped Wire Pins: Machine bent from 8 gauge low carbon steel with a minimum of an 8 inch leg, a 4 inch head, and a 1 inch secondary drive. Immediately upon completion of a section of sodding, tamp, roll lightly and water to ensure contact with subgrade and elimination of air pockets. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass. Immediately after planting, water sod thoroughly with a fine spray. Water sufficiently to ensure penetration of moisture to bottom of prepared topsoil layer; not just to bottom of sod blanket.

ACCEPTANCE CRITERIA FOR LAWNS AND GRASS AREAS -- Areas Sodded with "Turf Grass Sod": When a healthy, well-rooted, even-colored, viable lawn has been established, free of weeds, open joints, bare areas, and surface irregularities. Where lawns and grass areas do not comply with specified acceptance criteria, reestablish lawns and grasses and continue warranty period until lawns and grasses comply with criteria for acceptance.

CLEANUP AND PROTECTION -- Promptly remove soil and debris, created by lawn and grass Work, from paved areas. Clean wheels of vehicles before leaving Site to avoid tracking soil and topsoil onto roads, walks, or other paved areas.

Payment for "Landscaping" shall be at the unit sum price paid 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.

RELOCATION OF BENCH WITH NEW CONCRETE PAD

The bench at McNamara Park is to be removed from its current location and existing pad demolished. The bench is to be relocated to a new location per Plans and a new concrete pad matching the existing one's dimensions to be installed.

Payment for "Relocate bench and install new concrete pad" shall be at the lump sum price paid 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.

RESTORATION

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, walls, base flooring, ceiling, and all other items damaged during construction, pavement markings, landscaping and irrigation, fencing and all items damaged during construction.

The contractor shall grade sites according to the plans to meet a 6:1 slope ratio from the new restroom walkway to it's surroundings.

The Contractor shall also modify and bring to grade 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 "Restoration of site" shall be at the lump sum price paid 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.

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.

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:

<u>Notification Center</u>	<u>Telephone</u>
Underground Service Alert (USA) (Northern California)	1-800-227-2600

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 "Public Convenience & Safety."

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 his or her 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 his/her 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.
2. 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:

1. 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:

1. 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.
3. 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
2. 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
- 2.9. 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:

1. 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 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
5. 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
2. 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

3. 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
 - 2.2.2 WPC practices needing maintenance and repair
 - 2.3. Within 2 days after the storm event:
 - 1. Discharge locations
 - 2. WPC practices to evaluate the design, implementation, and effectiveness
 - 3. 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

2. 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 non-stormwater 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:

1. 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
2. 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	Detection 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	Detection Limit (Min)	Unit
SSC	ASTM Method D3977-97	5	Mg/L

SAP for pH

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

Parameter	Test Method	Detection Limit (Min)	Unit
pH	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 Level	Action
pH	Field test with calibrated portable instrument	0.2	pH units	Lower NAL = 6.5 Upper NAL = 8.5	
Turbidity	Field test with calibrated portable instrument	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 Limit	Effluent
pH	Field test with calibrated portable instrument	0.2	pH units	Lower NEL = 6.0 Upper NEL = 9.0	
Turbidity	Field test with calibrated portable 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
2. 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
2. 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 "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.

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 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 "RECORD 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.

AGGREGATE BASE

The Contractor shall furnish and install aggregate base in accordance with the current City of Merced Standards, 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 State Standard Specifications. Native subgrade material shall be moisture conditioned to at least 3% above the optimum moisture content, compacted to at least 90% but not more than 95% relative compaction as determined by ASTM D1557A.

Full compensation for "Aggregate Base," shall be paid for under the individual items for sub base/base install.

Payment for Aggregate Base under the concrete paving 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.

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, et seq., 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.

T & S Intermodal Maintenance, Inc. dba T & S West
[INSERT CONTRACTOR NAME]

By: 
Signature

George Faist
Name (Print)

Secretary / Treasurer
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/PublicWorks.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: T & S Intermodal Maintenance, Inc. dba T & S West

DIR Registration Number: 1000011948

DIR Registration Expiration: 06.30.2025

Small Project Exemption: Yes or X No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

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 T & S Intermodal Maintenance, Inc. dba T & S West

Signature 

Name and Title George Faist, Secretary / Treasurer

Dated 04.26.2023

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Merced (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Merced (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

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 _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

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.

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____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

APPENDICIES

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

STATE GENERAL PREVAILING WAGE RATES

General prevailing wage determination
Made by the Director of Industrial Relations

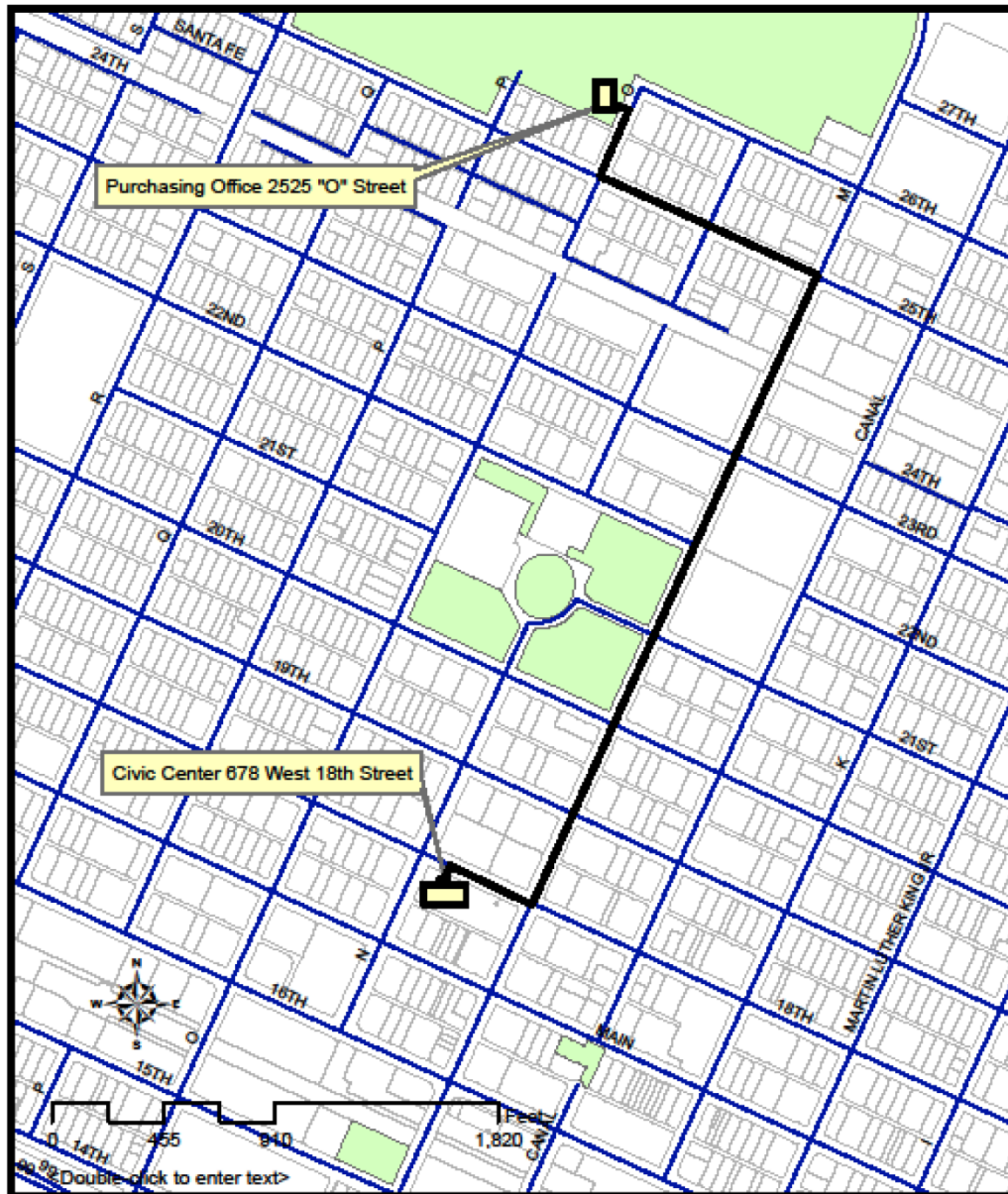
Pursuant to California Labor Code part 7,
Chapter 1, article 2, sections 1770, 1773, and 1773.1

State of California Department of Industrial Relations Website:

<http://www.dir.ca.gov/OPRL/PWD/index.htm>

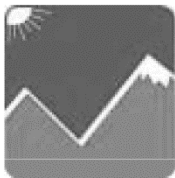
PUCHASING DEPARTMENT DRIVING DIRECTIONS

DRIVING DIRECTIONS CIVIC CENTER TO PURCHASING OFFICE



DIRECTIONS: **DRIVE NORTH ON "M" STREET**
 TURN LEFT ON WEST 25TH STREET
 TURN RIGHT ON "O" 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.valleyair.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
Bakersfield, CA 93301-2373
(661) 326-6900 ♦ FAX (661) 326-6985

- **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



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
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
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 Compliance 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.