ITEM NO. 8

STAFF REPORT

DATE: NOVEMBER 6, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD FOSTER, CITY MANAGER

PREPARED BY: AMER JAKHER, P.E., PUBLIC WORKS DIRECTOR AJ

SUBJECT: CONSTRUCTION CONTRACT AWARD FOR THE I-215 HIGH OCCUPANCY VEHICLES (HOV) WATER AND SEWER UTILITIES RELOCATION PROJECT

RECOMMENDED ACTION

It is recommended that the City Council:

1. Authorize the award of a construction contract for the I-215 High Occupancy Vehicles (HOV) Water and Sewer Utilities Relocation Project to Merlin Johnson Construction, Inc. as the lowest responsive and responsible bidder in the amount of $48,220.
2. Authorize the City Manager or his designee to approve change orders not to exceed 10% of the awarded contract for the I-215 High Occupancy Vehicles (HOV) Water and Sewer Utilities Relocation Project.
3. Approve Resolution No. R-72-12 amending the Fiscal Year 2012-2013 Budget.

GOAL STATEMENT

The proposed action will support the City's goal to improve utility infrastructure and supports inter-agency cooperation.

BACKGROUND

SANBAG proposes to add HOV lanes on both north and south bound lanes of the I-215 freeway, between Spruce Street and Orange Show Road, in the Counties of Riverside and San Bernardino ("Project"). The Project includes freeway widening to accommodate the HOV lanes, and construction of sound walls and retaining walls.

The City of Colton owns and maintains the water and sewer utilities within the limits of the Project that is in conflict with the proposed freeway improvements. In order to resolve the conflict, approximately 118 feet of sewer line, located in South La Cadena Drive (south of Maryknoll Drive) and a fire hydrant on South Iowa Ave., must be relocated. The City was the lead agency in preparing plans and construction of the relocation project. SANBAG will pay for 100% of the cost associated with the relocation that includes engineering plans, estimates, specifications, and construction on a reimbursement basis.

ISSUES/ANALYSIS

In accordance with Colton Municipal Code (CMC) Section 3.08.120, Ordinance 0-12-03, staff solicited and received bids for the I-215 High Occupancy Vehicles (HOV) Water and Sewer Utilities Relocation Project. Three (3) bid proposals were received from contractors. The bids were received on October 18, 2012 at the City of Colton Corporate yard. The bids received are as follows:

1.	Merlin Johnson Construction, Inc.	$48,220.00
2.	TK Construction	$72,550.00
3.	ELCO Contractors, Inc.	$73,626.00

Staff has evaluated and reviewed each submitted bid, and has determined that Merlin Johnson Construction, Inc. is responsible bidder and has submitted a responsible bid. The apparent lowest bidder is within project budget. Staff recommends award of a construction contract to the lowest responsive and responsible bidder, Merlin Johnson Construction, Inc., in the amount of $48,220.

FISCAL IMPACTS

The recommended action will require a budgetary increase (see attached Resolution R-72-12) to the Water Capital Improvement Account No. 521-8100-8106-3890 by $18,000 and the Wastewater Capital Improvement Account No. 522-8200-8206-3890 by $72,648. These funds are 100% reimbursable thru SANBAG and will be collected through Revenue Account No. 521-7830 and 522-7830 respectively. The total funding that will be provided by SANBAG for this project is $90,648. This funding will cover the project cost for engineering, survey, material testing and inspection ($32,784), and construction including 20% contingencies (contract amount of $48,220 plus 20% contingency = $57,864).

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution R-72-12
2. Exhibit A – Contract

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Resolution No. R-72-12

Resolution Amending FY12-13 Budget

RESOLUTION NO. R-72-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA AMENDING THE FISCAL YEAR 2012/2013 BUDGET TO INCREASE THE WATER BUDGET BY $18,000 AND WASTEWATER BUDGET BY $72,648.

WHEREAS, the City of Colton is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California ("City"); and

WHEREAS, the budget for the City of Colton for fiscal year commencing July 1, 2012 and ending June 30, 2013 was approved on June 19, 2012; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the City Manager, amendments (increases/decreases) to the budget shall be by approval and Resolution of the City Council; and

WHEREAS, the City Council of the City of Colton is dedicated to improving City infrastructure of the City; and

WHEREAS, on July 17, 2012, the City Council of the City of Colton approved Utility Agreements with San Bernardino Associated Governments (SANBAG) for the relocation of sewer main and water main/fire hydrant for the I-215 High Occupancy Vehicle (HOV) Project; and

WHEREAS, the funding has been identified for the allocation of this project by drawing from reserves.

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NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE that the Water/Wastewater budget increase as follows:

1) Increase Expenditure Account No. 521-8100-8106-3890 by $18,000.
2) Increase Revenue Account No. 521-7830 by $18,000.
3) Increase Expenditure Account No. 522-8200-8206-3890 by $72,648.
4) Increase Revenue Account No. 522-7830 by $72,648.

PASSED, APPROVED AND ADOPTED THIS 6th DAY OF NOVEMBER 2012.

SARAH S. ZAMORA, MAYOR

ATTEST:

EILEEN GOMEZ, CITY CLERK

Exhibit A

I-215 HIGH OCCUPANCY VEHICLES (HOV) WATER AND SEWER UTILITIES RELOCATION PROJECT

CITY OF COLTON
SHORT-FORM CONSTRUCTION CONTRACT

I-215 HIGH OCCUPANCY VEHICLES (HOV) WATER AND SEWER UTILITIES RELOCATION PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this 7th day of November, 2012 in the County of San Bernardino, State of California, by and between the **City of Colton**, a municipal organization organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 ("City") and **Merlin Johnson Construction, Inc.**, a corporation with its principal place of business at 1214 Sapphire Avenue Mentone, CA 92359 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City; Colton Utility Authority. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose. Contractor understands that the City has entered into a Utility System Management Agreement, dated as of September 1, 2000, with the Colton Utility Authority ("CUA") for the maintenance, management and operation of its Water Enterprise and Wastewater Enterprise ("CUA Management Agreement"). To the extent that this Agreement is deemed to be a "material contract" under the CUA Management Agreement, City enters into this Agreement on behalf of the CUA and subject to the terms of the CUA Management Agreement.

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 experienced in providing relocation of the sewer and water utilities 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 is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the **I-215 HIGH OCCUPANCY VEHICLES (HOV) PROJECT WATER AND SEWER UTILITIES RELOCATION PROJECT** ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Performance bond, Payment Bond, Insurance documents and other certifications 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: Plan No. 2640 and 7665.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner 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 "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" 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 advance and in writing by a valid change order executed by the City.

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 data shall

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

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

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **THIRTY (30)** calendar 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 **Three Hundred Seventy Five Dollars ($375.00)** 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 a City 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 above 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 **Forty Eight Thousand Two Hundred Twenty Dollars and Zero Cents ($48,220.00)** ("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, including, but not limited, to Section 10262 of the Public Contract Code.

3.7.4 Contract Retentions. From each approved progress estimate, ten percent (10%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage 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 Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if 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. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work 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 elected 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.

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.

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 $50.00 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.

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); the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site. Without in any way diminishing Contractor's sole responsibility for obtaining coverage under, and complying with, the Permit, the City will use reasonable efforts to assist Contractor in filing the Notice of Intent when the City's participation is required by the Permit.

3.8.1.3 Other Water Quality Laws, Rules, Regulations and Policies. Contractor shall comply with the lawful requirements of the Environmental Protection Agency, the State Water Resources Control Board, the Santa Ana Regional Water Quality Control Board, and the City, as well as any other applicable municipality, drainage district, 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 directors, officials, officers, employees, volunteers and agents for any alleged violations of this Section 3.8.1, including the Permit or any of the laws, rules, regulations and policies provided for herein. 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 3.5, 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 3.26.1. Consultant 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 3.26.1 as they may relate to the Work provided under this Contract. 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 life saving 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, directors, 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, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. 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 South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, 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 Contract.

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 Claims of $375,000 or Less. Notwithstanding any other provision herein, claims of $375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 Third Party Claims. Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The City is entitled to recover its reasonable costs incurred in providing such notification.

3.10.3 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.

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. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

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 directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's Work, the Project or this Contract, 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 Contractor's Work is subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor.

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, suits, actions or other proceedings of every kind covered by Section 3.12.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents 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 directors, officials, officers, employees, agents or 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 directors, officials, officers, employees, agents, and/or 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 survive expiration or termination of this Contract and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or 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 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City).

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the

general aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000.00 per accident for bodily injury and property damage; (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 $1,000,000.00 per accident for bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project.

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) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds 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; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and 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 directors, officials, officers, employees, agents and 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) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds 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; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and 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 directors, officials, officers, employees, agents and 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 directors, officials, officers, employees, agents and 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 directors, officials, officers, employees, agents and volunteers.

3.13.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.13.5 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 directors, officials, officers, employees, agents and volunteers.

3.13.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.

3.13.7 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 directors, officials, officers, employees, agents and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.13.9 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.

3.13.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.13.11 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 "B" 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 "B" 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 Employment Eligibility; Contractor. 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. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.16 or any of its sub-sections.

3.16.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Contract to make the same verifications and comply with all requirements and restrictions provided for in Section 3.16.1.

3.16.3 Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.16.1 or 3.16.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.16.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.16.4 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 "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.5 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.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates Amer Jakher P.E., Public Works Director, 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 here 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 our 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 shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 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:

Merlin Johnson Construction, Inc.
P.O. Box 777
Mentone, CA 92359
Attn: Merlin Johnson

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: Amer Jakher P.E., Public Works Director

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; Colton Utility Authority. 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. To the extent that this Agreement is deemed to be a "material contract" under the CUA Management Agreement, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of the CUA Management Agreement. Therefore, if the CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the Water Enterprise and/or Wastewater Enterprise.

3.17.9 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.17.8, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

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 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing Party in such action shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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. For the term of this Contract, no member, 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. 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.

3.17.17 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.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR SHORT-FORM CONSTRUCTION CONTRACT BETWEEN THE CITY OF COLTON AND MERLIN JOHNSON CONSTRUCTION, INC.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 7th day of November, 2012.

CITY OF COLTON

By: _____
Rod Foster
City Manager

Attest: _____
Eileen Gomez
City Clerk

Recommended for Approval:

_____
Executive Director
Colton Utility Authority

MERLIN JOHNSON CONSTRUCTION, INC.
a Corporation

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "A"

PLANS AND SPECIFICATIONS

The following proposal dated October 17, 2012 and plans (Plan No. 2640 and 7665) are incorporated into this Contract herein by this reference:

EXHIBIT "B"

SPECIAL CONDITIONS

NOT APPLICABLE

EXHIBIT "C"
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.

MERLIN JOHNSON CONSTRUCTION, INC.
a Corporation

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

MERLIN JOHNSON CONSTRUCTION, INC.

P.O. BOX 777
MENTONE, CALIFORNIA 92359
PHONE (909) 794-7702 FAX (909) 794-3653
LICENSE NO. 467306

PROPOSAL CONTRACT

Date 17-Oct-12

TO **City of Colton**
Jess Sotto
160 South 10th Street
Colton, CA 92324

Phone 370-5551
Cell
FAX 370-6104

PROJECT: **Relocation of Sanitary Sewer Main at La Cadena Drive Project**

Merlin Johnson Construction, Inc. proposes to furnish all materials and perform all labor necessary to complete the following:

1.	**Sanitary Sewer Relocation at La Cadena Drive Project** Furnish and install 118LF of 8" VCP sewer main, (1) new 48" std manhole, remove (1) existing manhole and tie in new sewer main at that location, channel (1) existing manhole for tie in, bedding, backfill, trench repair, air testing, shoring, saw cutting, pumping during tie in and all the work necessary to complete the work shown on the plan 2640.	1 LS	$39,270.00	$39,270.00
2.	**Relocation of Water Hydrant Project** Furnish and install (1) new 6" fire hydrant assembly, hot tap existing main, bedding, backfill, testing and traffic control. Remove (1) existing fire hydrant and valve from existing water main, install (1) blind flange. All work necessary to complete the work shown on the plan 7665.	1 LS	$8,950.00	$8,950.00

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of
Forty Eight thousand Two hundred Twenty and No/100 Dollars **$48,220.00**
Payments to be made **Monthly** as the work progresses to the value of **90 %** of all work completed.
The entire amount to be paid within **20 days** after completion of the above work.

CITY OF COLTON
COUNTY OF SAN BERNARDINO, CALIFORNIA
SEWERMAIN RELOCATION AND IMPROVEMENT PROJECT

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, INCLUDING SUPPLEMENTS, AND THE CITY OF COLTON ENGINEERING DEPARTMENT "STANDARD PLANS AND SPECIFICATIONS".
2. REQUEST FOR INSPECTION TO THE CITY OF COLTON ENGINEERING DEPARTMENT SHALL BE MADE BY THE CONTRACTOR PRIOR TO THE SERVICES BEING REQUIRED.
3. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY FLOODING.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
6. THE CONTRACTOR MUST OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY ENGINEER'S OFFICE. PERMIT SECTION PRIOR TO CONSTRUCTION. THE ENCROACHMENT PERMIT IS FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
7. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
8. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP, AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
9. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
10. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. IF ANY UTILITY IS EXPOSED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY AND THE CITY OF COLTON ENGINEERING DEPARTMENT IMMEDIATELY.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE CONSTRUCTION AREA AND IN THE EVENT OF DAMAGE, THE CONTRACTOR SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT.
12. THE CONTRACTOR SHALL NOT PERFORM ANY WORK AT THE PROJECT SITE BETWEEN 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR ON SATURDAY, SUNDAY, HOLIDAY AT ANY TIME EXCEPT AS APPROVED BY THE ENGINEER.
13. TREES SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED IN KIND.
14. THE CONTRACTOR IS ADVISED THAT EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO DRIVEWAYS AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE CITY ENGINEER.
16. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (W.A.T.C.H.).
17. THE CONTRACTOR SHALL PROVIDE A 72-HOUR NOTIFICATION TO THE AFFECTED PROPERTIES, POLICE DEPARTMENT, AND FIRE DEPARTMENT IN THE EVENT OF A STREET CLOSURE. RESIDENTS SHALL BE ADVISED OF PARKING RESTRICTIONS ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD.
18. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALTIC CONCRETE (A.C.)SHALL BE REMOVED TO A SAWCUT.
19. ANY DISCREPANCIES OR ERRORS FOUND ON THESE PLANS BY THE CONTRACTOR SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER AND THE CITY ENGINEERING DEPARTMENT. NO WORK SHALL CONTINUE ON THAT PART OF THE CONSTRUCTION AFFECTED BY SUCH DISCREPANCY OR ERROR UNTIL IT HAS BEEN RESOLVED TO THE SATISFACTION OF THE PROJECT ENGINEER AND THE CITY OF COLTON ENGINEER DEPARTMENT. IF CONTRACTOR DOES PROCEED ON SAID WORK PRIOR TO OBTAINING APPROVAL FROM THE PROJECT ENGINEER AND THE CITY ENGINEERING DEPARTMENT,HE/SHE SHALL BE LIABLE FOR ALL DAMAGES RESULTING THEREFROM.

ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

THE EXISTING UNDERGROUND UTILITIES AND SUBSTRUCTURES IDENTIFIED ON THESE PLANS WERE TAKEN FROM AVAILABLE RECORDS AND SHOWN ACCORDINGLY. IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PART I SECTION 5, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING UNDERGROUND SERVICE ALERT (OR CALTRANS ON STATE HIGHWAYS) TO IDENTIFY ALL EXISTING UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, AND SHALL DETERMINE THEIR LOCATIONS & DEPTHS, INCLUDING SERVICE CONNECTIONS WHICH MAY AFFECT OR BE AFFECTED BY ITS OPERATIONS PRIOR TO STARTING WORK ON THE PROJECT. IF CONFLICTING UTILITIES ARE NOT BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO THE START OF THE CONTRACTOR'S WORK, THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY CHANGES, REVISIONS OR MODIFICATIONS.

CONTRACTOR'S RESPONSIBILITY FOR SAFETY

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE DEPARTMENT OF U.S. LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

IN SUBMITTING A BID FOR THIS WORK THE CONTRACTOR AGREES THE HE SHALL ASSUME THE SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK IN THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

SEWER CONSTRUCTION NOTES:	QUANTITY
● REMOVE AND DISPOSE EXISTING MANHOLE	1 EA
● INSTALL 8-INCH VCP SEWER MAIN PER CITY STD DWG 201 CASE II	118 LF
● CONSTRUCT SEWER MANHOLE WITH COVER PER CITY OF COLTON STD DWG 300.	1 EA
● CONNECT TO THE EXISTING MANHOLE PER BREAKING INTO EXISTING MANHOLE CITY OF COLTON STD 303.	1 EA
● CONNECT TO EXISTING 8-INCH VCP SEWER LINE.	1 EA
● ABANDON AND PLUG ENDS OF THE EXISTING 8" VCP IN PLACE.	91 LF
● PROTECT EXISTING STORM DRAIN STRUCTURE	-
● RE-CONSTUCT DAMAGE CURB AND GUTTER	8 LF
● CONSTRUCT 4" THICK PCC PAVEMENT OVER COMPACTED NATIVE 6".	472 SF

UTILITY PURVEYORS:

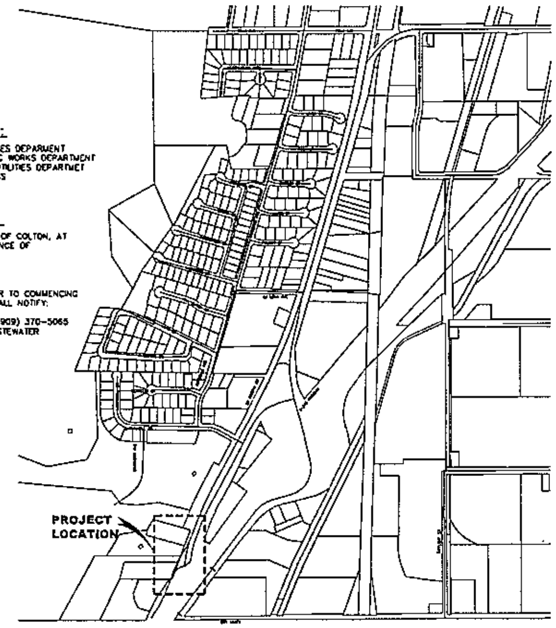
WATER - CITY OF COLTON UTILITIES DEPARMENT
SEWER - CITY OF COLTON PUBLIC WORKS DEPARTMENT
ELECTRICAL - CITY OF COLTON UTILITIES DEPARTMET
GAS - SOUTHERN CALIFORNIA GAS
TELEPHONE - SBC

NOTIFICATIONS:

CONTRACTOR SHALL NOTIFY CITY OF COLTON, AT LEAST 2 WORKING DAYS IN ADVANCE OF STARTING CONSTRUCTION.

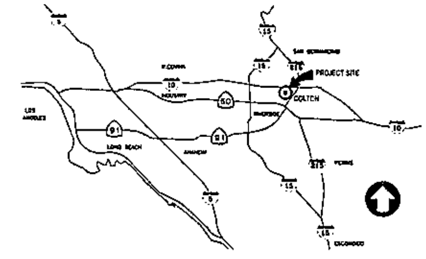
AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION CONTRACTOR SHALL NOTIFY:

CITY OF COLTON PUBLIC WORKS:(909) 370-5065
CITY OF COLTON WATER AND WASTEWATER DEPARTMENT : (909) 370-5551



LOCATION MAP
SCALE 1:250

INDEX OF DRAWINGS
1 TITLE SHEET
2 PLAN, PROFILE, STANDARD DRAWINGS



VICINITY MAP
SCALE NTS

N.P.D.E.S REQUIREMENTS

ALL CONSTRUCTION ON OFF-SITE OR ON-SITE IMPROVEMENTS SHALL ADHERE TO N.P.D.E.S. (NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM) BEST MANAGEMENT PRACTICES TO PREVENT DELETERIOUS MATERIALS OR POLLUTANTS FROM ENTERING THE CITY OR COUNTY STORM DRAIN SYSTEMS.

THE FOLLOWING SHOULD BE ADHERED TO:

1. HANDLE,STORE AND DISPOSE OF MATERIALS PROPERLY.
2. AVOIDING EXCAVATION AND GRADING ACTIVITIES DURING WET WEATHER.
3. CONTRUCT DIVERSION DIKES AND DRAINAGE SWALES AROUND WORKING SITES.
4. COVER STOCKPILES AND EXCAVATED SOIL WITH SECURED TARPS OR PLASTIC SHEETING.
5. DEVELOP AND IMPLEMENT EROSION CONTROL PLANS AND PROVIDE A COPY FOR CITY APPROVAL.
6. CHECK AND REPAIR LEAKING EQUIPMENT AWAY FROM CONTRUCTION SITE.
7. DESIGNATE A LOCATION AWAY FROM STORM DRAINS FOR REFUELING.
8. COVER AND SEAL CATCH BASINS WHENEVER WORKING IN THEIR VICINITY.
9. USE VACUUM WITH ALL CONCRETE SAWING OPERATIONS.
10. NEVER WASH EXCESS MATERIAL FROM AGGREGATE, CONCRETE OR EQUIPMENT ONTO A STREET.
11. CATCH DRIPS FROM PAVER WITH DRIP PANS OR ABSORBENT MATERIAL.
12. CLEAN UP ALL SPILLS USING DRY METHODS.
13. SWEEP ALL GUTTERS AT THE END OF EACH WORKING DAY. GUTTERS SHALL BE KEPT CLEAN AFTER LEAVING CONTRUCTION SITE.
14. DURING CONTRUCTION, DUMPSTER(S) SHALL BE SET ON SITE AT ALL TIMES.
15. CALL 911 IN CASE OF A HAZARDOUS SPILL.
16. KEEP A RUNNING LOG OF ALL ACTIVITIES IN CONNECTION WITH THE STORMWATER POLLUTION PREVENTION PLAN (S.W.P.P.P.)
17. NAME A PERSON, ON SITE RESPONSIBLE FOR COMPLYING WITH S.W.P.P.P.
18. THE FOLLOWING BMP'S AS OUTLINED IN,BUT NOT LIMITED TO, THE "BEST MANAGEMENT PRACTICE HANDBOOK,CALIFORNIA STORM WATER QUALITY TASK FORCE,SACRAMENTO, CALIFORNIA,1993",OR THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT. (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY COUNTY INSPECTORS):

[redacted]

SEWER GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" AND THE STANDARD DRAWINGS OF THE CITY OF COLTON.
2. ALL SEWER LATERALS SHALL BE CONSTRUCTED PER CITY OF COLTON STANDARD DRAWING NO. 312. EXACT LOCATION TO BE DETERMINED AT THE TIME OF CONSTRUCTION.
3. ALL UTILITY LOCATIONS AND DEPTHS MUST BE VERIFIED IN THE FIELD BEFORE SEWER CONSTRUCTION BEGINS. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT, PH# 1-800-227-2600, TWO (2) PRIOR DAYS BEFORE DIGGING. NO INSPECTION WILL BE PROVIDED AND NO CONSTRUCTION PERMIT WILL BE ISSUED BY THE PUBLIC SERVICES DEPARTMENT INVOLVING EXCAVATION FOR UNDERGROUND FACILITIES UNLESS APPLICATION HAS BEEN PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY USA.
4. IT SHALL BE THE SEWER CONTRACTORS RESPONSIBILITY TO ADJUST ALL MANHOLE RINGS AFTER PAVING.
5. ALL CROSSINGS OF WATER AND SEWER LINES SHALL CONFORM TO THE LATEST CALIFORNIA STATE HEALTH DEPARTMENT REGULATIONS AS TO CLEARANCE AND ENCASEMENT.
6. ALL MANHOLES SHALL BE CONSTRUCTED PER CITY OF COLTON STANDARD DRAWING NO. 301.
7. UTILITY OWNERSHIP: THE CONTRACTOR SHALL NOTIFY THESE UTILITIES PRIOR TO CONSTRUCTION TO ALLOW FOR FIELD LOCATIONS OF FACILITIES: I.E. WATER, SEWER, GAS, TELEPHONE, POWER, CABLE TELEVISION AND STORM DRAIN.
8. CONTRACTOR SHALL OBTAIN AN EXCAVATION PERMIT FOR EXCAVATION OVER FIVE (5) FEET IN DEPTH, FROM THE STATE DEPARTMENT OF INDUSTRIAL SAFETY AND COMPLY WITH THE REQUIREMENTS THEREOF.
9. IT SHALL BE THE CONTRACTORS RESPONSIBILITY NOT TO EXCEED THE PIPE MANUFACTURER'S REQUIREMENTS FOR MAXIMUM DEFLECTIONS IN THE INSTALLATION OF VERTICAL AND HORIZONTAL CURVES.
10. COMPACTION TESTS ARE REQUIRED AT MINIMUM INTERVALS OF 250 FEET AND AROUND MANHOLES.
11. FLOW LINES WITH LESS THAN 0.40% SLOPE REQUIRE APPROVAL OF THE CITY ENGINEER.
12. NORMAL MANHOLE SPACING SHALL BE 250 FEET; UP TO 350 FEET CAN BE GRANTED BY THE CITY ENGINEER UNDER SPECIAL CONDITIONS.
13. INSPECTION OF ANY PARTS OF PROJECT BY WATER & WASTEWATER DEPARTMENT DOES NOT CONSTITUTE FINAL ACCEPTANCE OF PROJECT OR ANY PART THEREOF.
14. "THE CONTRACTOR SHALL NOTE THAT SURVEY MONUMENTS, BY STATE LAW, SHALL BE PROTECTED AND PERPETUATED. WHEN THE MONUMENTS ARE NEAR THE PATH OF CONSTRUCTION, THE CONTRACTOR SHALL HAVE THE MONUMENT LOCATED AND REFERENCED OUT BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER (AUTHORIZED TO PRACTICE LAND SURVEYING) PRIOR TO THE TIME OF CONSTRUCTION AND RESET, AFTER CONSTRUCTION, AS ALLOWED BY STATE LAW. CORNER RECORDS ARE TO BE FILED PROMPTLY WITH THE COUNTY SURVEYOR FOR NEW MONUMENTATION."
15. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS REGARDING STORMWATER POLLUTION PREVENTION. AS SUCH, THE CONTRACTOR SHALL FOLLOW THE CITY'S ORDINANCE(S) FOR STORMWATER BEST MANAGEMENT PRACTICES. SHOULD THE CONTRACTOR VIOLATE ANY OF THE FEDERAL, STATE AND LOCAL REGULATIONS REGARDING STORMWATER POLLUTION PREVENTION, AND THE VIOLATION RESULTS IN THE STATE OF CALIFORNIA, REGIONAL WATER QUALITY CONTROL BOARD ISSUING A FINE, THE CONTRACTOR WILL BE HELD RESPONSIBLE AND SHALL PAY THE FINE.
16. CONTRACTOR SHALL VIDEO THE NEW SEWER MAIN INSTALLATION AND PROVIDE ONE VIDEO TAPE TO THE UTILITY INSPECTOR AND ONE VIDEO TAPE TO THE OWNER PRIOR TO FINAL ACCEPTANCE.
17. ALL BACKFILL AND FILLS OUTSIDE OF THE STREET RIGHT OF WAY SHALL BE COMPACTED TO 90% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM SOIL COMPACTION TEST D 1557-78 METHOD "D" UNLESS OTHERWISE SPECIFIED.

N.P.D.E.S BMP - DETAILS

CA001	-DEWATERING OPERATIONS	ESC21	-DUST CONTROLS
CA002	-PAVING OPERATIONS	ESC23	-CONSTRUCTION ROAD STABILIZATION
CA003	-STRUCTURE CONSTRUCTION AND PAINTING	ESC24	-STABILIZED CONSTRUCTION ENTRANCE
CA010	-MATERIAL DELIVERY AND STORAGE	ESC30	-EARTH DIKE
CA011	-MATERIAL USE	ESC31	-TEMPORARY DRAINS AND SWALES
CA012	-SPILL PREVENTION AND CONTROL	ESC32	-SLOPE DRAIN
CA020	-SOLID WASTE MANAGEMENT	ESC40	-OUTLET PROTECTION
CA021	-HAZARDOUS WASTE MANAGEMENT	ESC41	-CHECK DAMS
CA022	-CONTAMINATED SOIL MANAGEMENT	ESC42	-SLOPE ROUGHENING/TERRACING
CA023	-CONCRETE WASTE MANAGEMENT	ESC50	-SILT FENCE
CA030	-VEHICLE AND EQUIPMENT CLEANING	ESC51	-STRAW BALE BARRIERS
CA031	-VEHICLE AND EQUIPMENT FUELING	ESC52	-SAND BAG BARRIER
CA032	-VEHICLE AND EQUIPMENT MAINTENANCE	ESC53	-BRUSH OR ROCK FILTER
CA040	-EMPLOYEE/SUBCONTRACTOR TRAINING	ESC54	-STORM DRAIN INLET PROTECTION
ESC01	-SCHEDULING	ESC55	-SEDIMENT TRAP
ESC02	-PRESERVATION OF EXISTING VEGETATION	ESC56	-SEDIMENT BASIN
ESC10	-SEEDING AND PLANTING		
ESC11	-MULCHING		
ESC20	-GEOTEXTILES AND MATS		

Underground Service Alert
Call:TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

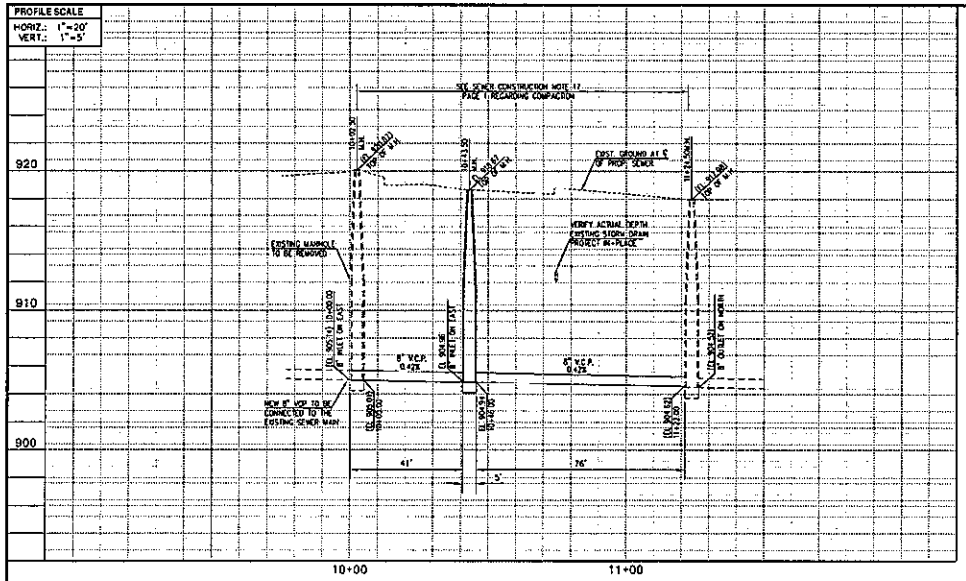
BENCH MARK/BASIS OF BEARING

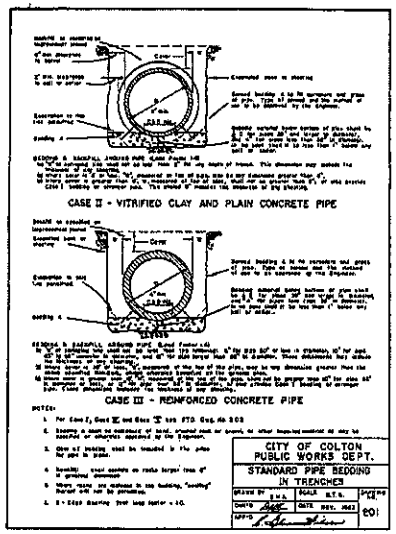
ELEV. 811.609

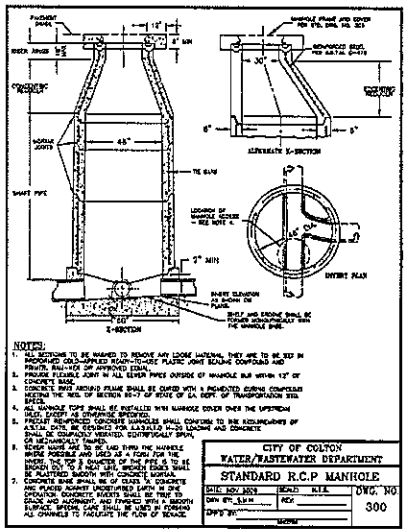
CITY OF COLTON
PUBLIC WORKS DEPARTMENT
CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932
EXPIRES 9-30-13
APPROVED: ______ DATE: ______

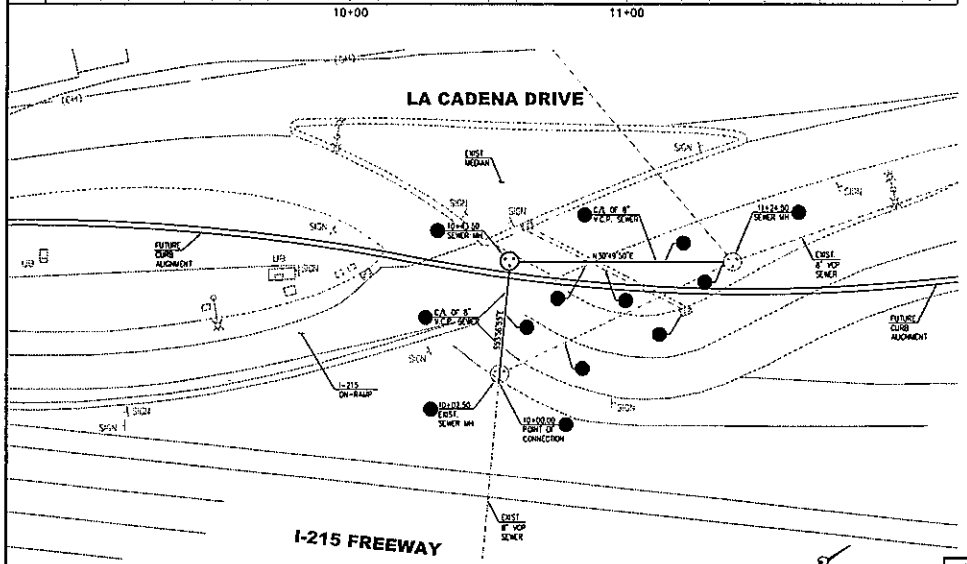
LA CADENA DR
SEWER LINE IMPROVEMENT
ADDRESS: SOUTH LA CADENA DR, CA 92324
PLAN NO. 2640
SHEET 1 OF 2

141

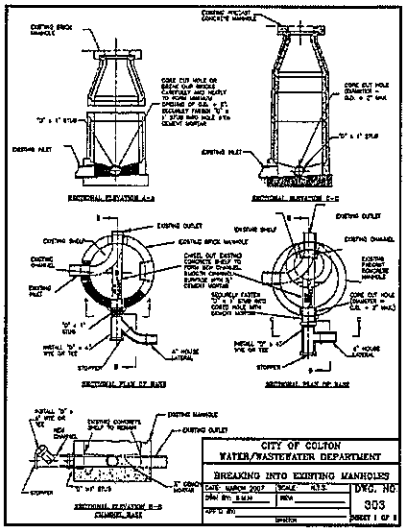








SEWER CONSTRUCTION NOTES:	QUANTITY
REMOVE AND DISPOSE EXISTING MANHOLE	1 EA
INSTALL 8-INCH VCP SEWER MAIN PER CITY STD DWG 201 CASE II.	118 LF
CONSTRUCT SEWER MANHOLE WITH COVER PER CITY OF COLTON STD DWG 300	1 EA
CONNECT TO THE EXISTING MANHOLE PER BREAKING INTO EXISTING MANHOLE CITY OF COLTON STD 303.	1 EA
CONNECT TO EXISTING 8-INCH VCP SEWER LINE.	1 EA
ABANDON AND PLUG ENDS OF THE EXISTING 8" VCP IN PLACE.	91 LF
PROTECT EXISTING STORM DRAIN STRUCTURE	-
RE-CONSTRUCT DAMAGE CURB AND GUTTER	8 LF
CONSTRUCT 4" THICK PCC PAVEMENT OVER COMPACTED NATIVE 6".	472 SF



Underground Service Alert
Call: TOLL FREE
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422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK/BASIS OF BEARING
BM#606 CITY OF COLTON STANDARD 2 INCH BRASS DISC SET IN THE NOSE OF THE CONCRETE DIVIDER ON THE SOUTH SIDE OF THE ENTRANCE TO LA CADENA DRIVE FROM THE LAKE CADENA TRAILER PARK. APPROXIMATELY 90.0 FEET SOUTHWEST OF POWER POLE #14071322 ON EAST SIDE OF LA CADENA DRIVE, AND 120.0 FEET NORTHWEST OF GUY POLE #9535370 ON THE EAST SIDE OF LA CADENA DRIVE AND 120.0 FEET NORTHEAST OF POWER POLE #9663306 ON THE WEST SIDE OF LA CADENA.
ELEV. 811.609

CITY OF COLTON
PUBLIC WORKS DEPARTMENT
CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932
EXPIRES 9-30-13
APPROVED: _____ DATE: _____

LA CADENA DR
SEWER LINE IMPROVEMENT
ADDRESS: SOUTH LA CADENA DR, CA 92324
PLAN NO. 2640
SHEET 1 OF 2

142

CITY OF COLTON

COUNTY OF SAN BERNARDINO, CALIFORNIA

WATER IMPROVEMENT PROJECT

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, INCLUDING SUPPLEMENTS, AND THE CITY OF COLTON ENGINEERING DEPARTMENT "STANDARD PLANS AND SPECIFICATIONS".
2. REQUEST FOR INSPECTION TO THE CITY OF COLTON ENGINEERING DEPARTMENT SHALL BE MADE BY THE CONTRACTOR PRIOR TO THE SERVICES BEING REQUIRED.
3. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY FLOODING.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
6. THE CONTRACTOR MUST OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY ENGINEER'S OFFICE, PERMIT SECTION PRIOR TO CONSTRUCTION. THE ENCROACHMENT PERMIT IS FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
7. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
8. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP, AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY
9. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER
10. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. IF ANY UTILITY IS EXPOSED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY AND THE CITY OF COLTON ENGINEERING DEPARTMENT IMMEDIATELY.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE CONSTRUCTION AREA AND IN THE EVENT OF DAMAGE, THE CONTRACTOR SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT.
12. THE CONTRACTOR SHALL NOT PERFORM ANY WORK AT THE PROJECT SITE BETWEEN 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR ON SATURDAY, SUNDAY, HOLIDAY AT ANY TIME EXCEPT AS APPROVED BY THE ENGINEER.
13. TREES SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED IN KIND.
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17. THE CONTRACTOR SHALL PROVIDE A 72-HOUR NOTIFICATION TO THE AFFECTED PROPERTIES, POLICE DEPARTMENT, AND FIRE DEPARTMENT IN THE EVENT OF A STREET CLOSURE. RESIDENTS SHALL BE ADVISED OF PARKING RESTRICTIONS ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD.
18. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALTIC CONCRETE (A.C.)SHALL BE REMOVED TO A SAWCUT.
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CONTRACTOR'S RESPONSIBILITY FOR SAFETY

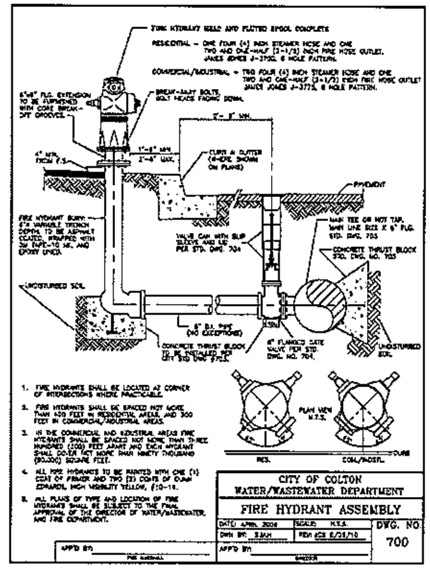
ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATION" OF THE DEPARTMENT OF U.S. LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".

THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS".

IN SUBMITTING A BID FOR THIS WORK THE CONTRACTOR AGREES THE HE SHALL ASSUME THE SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT; INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEPEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK IN THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

WATER GENERAL NOTES

1. WATER MAINS TO HAVE A MINIMUM 36" OF COVER.
2. WATER LINE SHALL BE CHLORINATED AT 50PPM FOR A PERIOD OF 24 HOURS PRIOR TO USE. AT LEAST 24 HOURS MUST ELAPSE BETWEEN THE TIME THE LINE IS FLUSHED AND THE TIME THE SAMPLE IS TAKEN.
3. PRESSURE TEST WATER LINE AT 50 PSI ABOVE THE CLASS OF THE PIPE FOR A PERIOD OF FOUR HOURS. IF THE TEST IS MADE AFTER CHLORINATION, CHLORINATED WATER WILL BE REQUIRED FOR THE TEST.
4. ALL TEES, GATE VALVES AND ANGLES SHALL HAVE THRUST BLOCKS PER CITY OF COLTON STD. DWG. NO. 703.
5. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF COLTON PUBLIC WORKS DEPARTMENT.
6. MINIMUM DISTANCE IS TO THE MAINTAINED BETWEEN WATER AND SEWER LINES AS PER CURRENT CALIFORNIA STATE HEALTH DEPARTMENT REGULATIONS.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY NOT TO EXCEED THE PIPE MANUFACTURERS REQUIREMENTS FOR MAXIMUM DEFLECTIONS IN THE INSTALLATION OF VERTICAL AND HORIZONTAL CURVES. SHORT LENGTH PIPES MAY BE REQUIRED IN SOME CASES.
8. NO WATER METERS OR AIR/VAC VALVES SHALL BE LOCATED WITHIN 7' OF THE PROPERTY LINES OR WITHIN 5' OF THE EDGE OF DRIVEWAYS UNLESS OTHERWISE APPROVED BY THE WATER DIVISION. FIRE HYDRANTS ARE NOT TO BE WITHIN 5' OF THE EDGE OF DRIVEWAYS.
9. NO. 8 BARE LOCATOR WIRE TO BE PLACED ABOVE ALL WATER MAINS.
10. REDUCED PRESSURE BACKFLOW DEVICES REQUIRED ON ALL COMMERCIAL OR INDUSTRIAL BUILDINGS AND ALSO ON ALL IRRIGATION SYSTEMS.
11. NO WATER METER SHALL SERVICE MORE THAN ONE PARCEL, REGARDLESS OF PROJECT SIZE. PARCELS MUST BE MERGED.
12. FIRE HYDRANTS MAY NEED 8' STEEL GUARD POSTS AS DETERMINED BY THE INSPECTOR.
13. ANY WATER MAIN CROSSING, WHICH CAUSES A CHANGE IN ELEVATION, MAY REQUIRE AN AIR/VAC VALVE.
14. FIRE FLOW REQUIREMENTS FOR THIS PROJECT IS 1875 GPM AT 20 PSI RESIDUAL AND SHALL BE MET BY MEANS APPROVED BY THE CITY OF COLTON FIRE DEPARTMENT.
15. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (USA), PHONE #1-800-422-4122, TWO (2) WORKING DAYS BEFORE DIGGING. NO INSPECTION WILL BE PROVIDED AND NO CONSTRUCTION PERMIT ISSUED BY THE PUBLIC WORKS DEPARTMENT INVOLVING EXCAVATION FOR UNDERGROUND FACILITIES WILL BE VALID UNLESS APPLICATION HAS PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY USA.
16. ALL FIRE HYDRANTS SHALL BE LOCATED BEHIND CURB PER CITY OF COLTON STANDARD DRAWING NO. 700 UNLESS OTHERWISE SPECIFIED BY THE CITY OF COLTON FIRE DEPARTMENT.
17. DISINFECTION OF POTABLE WATER SUPPLY SHALL BE DONE BY THE CONTRACTOR. DISINFECTION SHALL BE DONE BY CHLORINATION EITHER AT THE SAME TIME OR AFTER TESTING, BUT BEFORE THE PIPING IS CONNECTED TO THE EXISTING SYSTEM. ALL DISINFECTION PROCEDURES SHALL CONFORM TO AWWA STANDARD C651.86. SUBSEQUENT TO THE FINAL FLUSHING, BUT PRIOR TO FINAL CONNECTIONS TO THE EXISTING WATER MAINS, A BACTERIOLOGICAL TEST SHALL BE MADE BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT MAKE ANY CONNECTIONS UNTIL THE RESULTS OF SUCH TESTS ARE RECEIVED BY THE WATER/WASTEWATER MANAGEMENT DEPARTMENT AND ARE NEGATIVE. IN THE EVENT THE TEST RESULTS ARE POSITIVE, THE CONTRACTOR SHALL RE-CHLORINATE THE PIPELINE UNTIL RESULTS ARE OBTAINED TO THE SATISFACTION OF THE WATER/ WASTEWATER DEPARTMENT. ALL TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE.
18. IT SHALL BE THE WATER CONTRACTOR'S RESPONSIBILITY TO ADJUST ALL VALVE CAN LIDS TO FINISH GRADE AFTER FINAL PAVING.
19. BEFORE PIPELINE CONTRACTOR SUBMITS FINAL BID TO OWNER, CONTRACTOR SHALL CONTACT WATER/WASTEWATER DEPARTMENT FOR UPDATED DRAWINGS.
20. INSPECTION OF ANY PART OF THE PROJECT BY WATER/WASTEWATER DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE OF PROJECT OR ANY PART THEREOF.
21. "CONTRACTOR SHALL NOTE THAT SURVEY MONUMENTS, BY STATE LAW, SHALL BE PROTECTED AND PERPETUATED. WHEN MONUMENTS ARE NEAR THE PATH OF CONSTRUCTION, THE CONTRACTOR SHALL HAVE THE MONUMENT LOCATED AND REFERENCED OUT BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER (AUTHORIZED TO PRACTICE LAND SURVEYING) PRIOR TO THE TIME OF CONSTRUCTION AND RESET, AFTER CONSTRUCTION, AS ALLOWED BY STATE LAW. CORNER RECORDS ARE TO BE FILLED PROMPTLY WITH THE COUNTY SUPERVISOR FOR NEW MONUMENTATION."
22. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS REGARDING STORMWATER POLLUTION PREVENTION. AS SUCH, THE CONTRACTOR SHALL FOLLOW THE CITY'S ORDINANCE(S) FOR STORMWATER BEST MANAGEMENT PRACTICES. SHOULD THE CONTRACTOR VIOLATE ANY OF THE FEDERAL, STATE AND LOCAL REGULATIONS REGARDING STORMWATER POLLUTION PREVENTION, AND THE VIOLATION RESULTS IN THE STATE OF CALIFORNIA, REGIONAL WATER QUALITY CONTROL BOARD ISSUING A FINE, THE CONTRACTOR WILL BE HELD RESPONSIBLE AND SHALL PAY THE FINE.
23. ALL WATER CONNECTIONS AND INSTALLATIONS SHALL BE INSTALLED BY CONTRACTOR POSSESSING AN "A" LICENSE. DOMESTIC WATER METER SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.



CITY OF COLTON
WATER/WASTEWATER DEPARTMENT
FIRE HYDRANT ASSEMBLY
DWG. NO. 700

N.P.D.E.S REQUIREMENTS

ALL CONSTRUCTION ON OFF-SITE OR ON-SITE IMPROVEMENTS SHALL ADHERE TO N.P.D.E.S. (NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM) BEST MANAGEMENT PRACTICES TO PREVENT DELETERIOUS MATERIALS OR POLLUTANTS FROM ENTERING THE CITY OR COUNTY STORM DRAIN SYSTEMS.

THE FOLLOWING SHOULD BE ADHERED TO:

1. HANDLE,STORE AND DISPOSE OF MATERIALS PROPERLY.
2. AVOIDING EXCAVATION AND GRADING ACTIVITIES DURING WET WEATHER.
3. CONSTRUCT DIVERSION DIKES AND DRAINAGE SWALES AROUND WORKING SITES.
4. COVER STOCKPILES AND EXCAVATED SOIL WITH SECURED TARPS OR PLASTIC SHEETING.
5. DEVELOP AND IMPLEMENT EROSION CONTROL PLANS AND PROVIDE A COPY FOR CITY APPROVAL.
6. CHECK AND REPAIR LEAKING EQUIPMENT AWAY FROM CONSTRUCTION SITE.
7. DESIGNATE A LOCATION AWAY FROM STORM DRAINS FOR REFUELING.
8. COVER AND SEAL CATCH BASINS WHENEVER WORKING IN THEIR VICINITY.
9. USE VACUUM WITH ALL CONCRETE SAWING OPERATIONS.
10. NEVER WASH EXCESS MATERIAL FROM AGGREGATE, CONCRETE OR EQUIPMENT ONTO A STREET.
11. CATCH DRIPS FROM PAVER WITH DRIP PANS OR ABSORBENT MATERIAL.
12. CLEAN UP ALL SPILLS USING DRY METHODS.
13. SWEEP ALL GUTTERS AT THE END OF EACH WORKING DAY. GUTTERS SHALL BE KEPT CLEAN AFTER LEAVING CONSTRUCTION SITE.
14. DURING CONSTRUCTION, DUMPSTER(S) SHALL BE SET ON SITE AT ALL TIMES
15. CALL 911 IN CASE OF A HAZARDOUS SPILL.
16. KEEP A RUNNING LOG OF ALL ACTIVITIES IN CONNECTION WITH THE STORMWATER POLLUTION PREVENTION PLAN (S.W.P.P.P.)
17. NAME A PERSON, ON SITE RESPONSIBLE FOR COMPLYING WITH S.W.P.P.P.
18. THE FOLLOWING BMP'S AS OUTLINED IN,BUT NOT LIMITED TO, THE "BEST MANAGEMENT PRACTICE HANDBOOK,CALIFORNIA STORM WATER QUALITY TASK FORCE,SACRAMENTO, CALIFORNIA,1993",OR THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT. (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY COUNTY INSPECTORS):

N.P.D.E.S BMP - DETAILS

CA001	-DEWATERING OPERATIONS
CA002	-PAVING OPERATIONS
CA003	-STRUCTURE CONSTRUCTION AND PAINTING
CA010	-MATERIAL DELIVERY AND STORAGE
CA011	-MATERIAL USE
CA012	-SPILL PREVENTION AND CONTROL
CA020	-SOLID WASTE MANAGEMENT
CA021	-HAZARDOUS WASTE MANAGEMENT
CA022	-CONTAMINATED SOIL MANAGEMENT
CA023	-CONCRETE WASTE MANAGEMENT
CA030	-VEHICLE AND EQUIPMENT CLEANING
CA031	-VEHICLE AND EQUIPMENT FUELING
CA032	-VEHICLE AND EQUIPMENT MAINTENANCE
CA040	-EMPLOYEE/SUBCONTRACTOR TRAINING
ESC01	-SCHEDULING
ESC02	-PRESERVATION OF EXISTING VEGETATION
ESC10	-SEEDING AND PLANTING
ESC11	-MULCHING
ESC20	-GEOTEXTILES AND MATS
ESC21	-DUST CONTROLS
ESC23	-CONSTRUCTION ROAD STABILIZATION
ESC24	-STABILIZED CONSTRUCTION ENTRANCE
ESC30	-EARTH DIKE
ESC31	-TEMPORARY DRAINS AND SWALES
ESC32	-SLOPE DRAIN
ESC40	-OUTLET PROTECTION
ESC41	-CHECK DAMS
ESC42	-SLOPE ROUGHENING/TERRACING
ESC50	-SILT FENCE
ESC51	-STRAW BALE BARRIERS
ESC52	-SAND BAG BARRIER
ESC53	-BRUSH OR ROCK FILTER
ESC54	-STORM DRAIN INLET PROTECTION
ESC55	-SEDIMENT TRAP
ESC56	-SEDIMENT BASIN

UTILITY PURVEYORS:

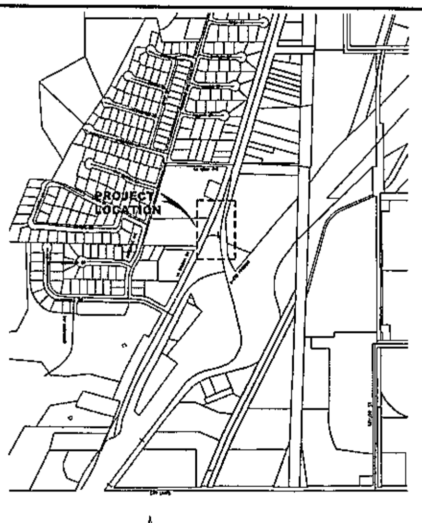
WATER - CITY OF COLTON UTILITIES DEPARMENT
SEWER - CITY OF COLTON PUBLIC WORKS DEPARTMENT
ELECTRICAL - CITY OF COLTON UTILITIES DEPARTMET
GAS - SOUTHERN CALIFORNIA GAS
TELEPHONE - SBC

NOTIFICATIONS:

CONTRACTOR SHALL NOTIFY CITY OF COLTON, AT LEAST 2 WORKING DAYS IN ADVANCE OF STARTING CONSTRUCTION.

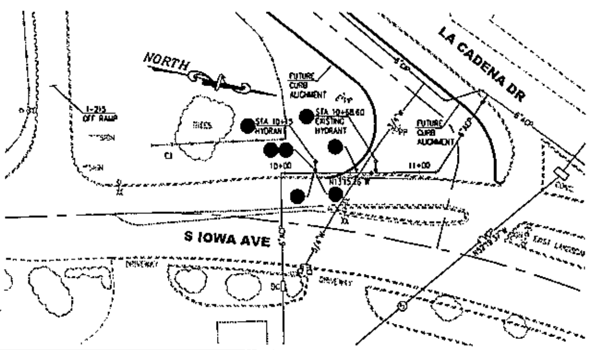
AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION CONTRACTOR SHALL NOTIFY:

CITY OF COLTON PUBLIC WORKS:(909) 370-5065
CITY OF COLTON WATER AND WASTEWATER DEPARTMENT : (909) 370-5551



WATER CONSTRUCTION NOTES:

	QUANTITY
CONNECT TO EXISTING 6" WATER LINE WITH TAPPING SLEEVE PER CITY OF COLTON STD 705.	1 EA
INSTALL 6" DUCTILE IRON PIPE HYDRANT LATERAL PER CITY OF COLTON SPECIFICATIONS, WITH AWWA C-153 DOMESTIC FITTINGS.	8 LF
CONSTRUCT FIRE HYDRANT ASSEMBLY PER CITY OF COLTON STD. 700 JAMES JONES NO J-3700 6 HOLE PATTERN OR APPROVED EQUAL.	1 EA
CONSTRUCT CONCRETE TRUST BLOCK PER CITY STD 703.	1 EA
INSTALL 6" GATE VALVE AT FIRE HYDRANT PER CITY STD 704.	1 EA
REMOVE EXISTING HYDRANT AND VALVE. INSTALL BLIND FLANGE	1 EA
REMOVE EXISTING BLOW-OFF.	1 EA



SCALE: 1"=40'

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCH MARK/BASIS OF BEARING

ELEV. 911.609

CITY OF COLTON
PUBLIC WORKS DEPARTMENT

CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932
EXPIRES 9-30-15

APPROVED: DATE:

WATER IMPROVEMENT ALONG IOWA AVE

ADDRESS: SOUTH IOWA AVENUE, CA 92324

PLAN NO. 7665

SHEET 1 OF 1