



City of Merced

Statement of Services Contract

Dept. Head Sig.:	_____
Due Date:	_____
Return to:	_____
_____	_____
_____	_____

Name of City Contact _____ Phone Ext. _____

Description of Services to Be Provided:

Official Use Only

Check Box If Applicable to Project:

<input type="checkbox"/> License (1)* Type _____	<input type="checkbox"/> Business License (2)*	<input type="checkbox"/> Bonds (6)*
<input type="checkbox"/> Insurance (14)*	<input type="checkbox"/> Workers' Compensation (15)*	<input type="checkbox"/> Prevailing Wages (16)*

**Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.*

Consultant:

Proposal/Quote

1. _____
 2. _____
 3. _____
- Total Amount \$ _____

By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Print Name

Signature

Position and Title

Name and Address of Business Entity

Date: _____

Phone No.: _____

License No.: _____

DIR Registration No.: _____

Accepted by City of Merced

Official Use Only

City Manager or Designee

Date _____ PO # _____

TERMS AND CONDITIONS FOR SERVICES AND PUBLIC WORKS CONTRACTS

THESE TERMS AND CONDITIONS, (“Terms and Conditions”) are made and entered into on the date shown on the attached Statement of Services, by and between the City of Merced, a California Charter Municipal Corporation, (“City”) and the Vendor, Consultant, or Person, (“Consultant”) shown on the Statement of Services. These Terms and Conditions, Statement of Services, and Purchase Order shall herein be collectively referred to as the “Agreement.” Any words that Consultant adds to the Agreement or any form that Consultant uses in the course of business will not change or supersede these Terms and Conditions. The City must agree, in writing, to any change in terms and conditions. The City’s acceptance of any work or services is not an acceptance of Consultant’s conflicting terms and conditions should such exist.

1. **CONSULTANT QUALIFICATIONS AND STANDARD OF WORK.** Consultant warrants that it is fully qualified to perform the work, and holds all applicable licenses, permits, and other necessary qualifications. Consultant shall perform and complete in a good and workmanlike manner all the work described in this Agreement to the plans and specifications provided to the Consultant by City, and shall do everything required by these Terms and Conditions and other contract documents attached hereto.

Consultant shall possess a valid Class A, B or C5 Special California Consultant’s license at the time of bid submission for the duration of the Agreement. (Applies only if marked on the Statement of Services Form).

2. **CITY BUSINESS LICENSE – (Applies only if marked on the Statement of Services Form).** Consultant agrees that if its business is based within the City limits or it enters into the City to conduct business then a current City of Merced business license is required. Failure to comply with this requirement could result in criminal penalties.

3. **CONSULTANT’S SERVICES.** Consultant shall, at its own cost and expense and as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the Statement of Services and the City’s Purchase Order, which is hereby incorporated and made a part of these Terms and Conditions, within the agreed upon time schedule and budget. The Consultant is

responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and other qualifications necessary for the work assigned. All project-related costs shall be assumed and paid by the Consultant. These Terms and Conditions and Purchase Order provide the exclusive means of payment and reimbursement of costs to the Consultant by the City.

Such work shall include the following:

- a. The Consultant shall perform the services as described in the Statement of Services and Purchase Order in full compliance with these Terms and Conditions and adopted City policies and guidelines as provided to the Consultant, and in compliance with all other applicable laws and regulations.
- b. The Consultant shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.
- c. The Consultant shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

4. SCHEDULE OF PERFORMANCE AND BUDGET. The Consultant shall satisfactorily perform the services described in the Statement of Services and Purchase Order within the Time Schedule stated or agreed to between the Consultant and the City. The Consultant shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency.

The Consultant shall immediately inform the City of any problems, obstructions, or deviations of which the Consultant becomes aware affecting Consultant's ability to complete the project in a timely, efficient, and competent manner.

5. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE. Risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Consultant regardless of the cause. Consultant shall repair or replace such damages or destroyed work to its prior undamaged condition before being

entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Consultant from completion of work.

6. **BONDS – (Applies only if marked on the Statement of Services Form).**

a. Consultant shall, within fifteen (15) days of contract award and before performance of the work, file a Performance Bond, with and approved by the City, in the amount of 100 percent (100%) of the contract price. The Performance Bond shall remain in effect until recordation of the Notice of Completion, or if a Notice of Completion is not recorded by the City, for sixty (60) days after completion of the work.

b. All Bonds shall be furnished by the Consultant at its own cost and expense. All bonds shall be executed by such sureties as are admitted to transact surety insurance in the State of California. Should an objection as to the sufficiency of an admitted surety on a bond be made, California Code of Civil Procedure Section 995.660 shall apply.

7. **INDEPENDENT CONSULTANT.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered shall be made upon presentation of an invoice detailing services performed.

9. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate the Agreement any time by mailing via certified U.S. Mail a notice in writing to Consultant that the Agreement is terminated. Alternatively, City may send said notice by facsimile with confirming notice provided via U.S. Mail. Said Agreement shall be deemed terminated as of Consultant's receipt of said notice, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

10. ASSIGNABILITY OF AGREEMENT. The Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under the Agreement will be permitted only with the express written consent of the City.

11. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by the Agreement shall be the property of the City, and Consultant shall deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including, but not limited to, those set forth hereinabove, prepared pursuant to the Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

12. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set

forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. **COMMUNICABLE DISEASE WAIVER AND RELEASE.**

Consultant waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during the course of the performance of the work covered in the agreement. Consultant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged infection occurring during the performance of the work covered in the agreement, except where caused by the sole negligence or willful misconduct of the City.

14. **INSURANCE – (Applies only if marked on the Statement of Services Form).** During the term of the Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

- a. General Liability.
 - (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
 - (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
 - (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

b. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

c. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

d. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

e. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in the Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

15. **WORKERS COMPENSATION INSURANCE – (Applies Only If Marked On The Statement Of Services Form)**. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

16. **PREVAILING WAGES – (Applies only if marked on the Statement of Services Form)**.

a. A determination of the general prevailing rates per diem wages and holiday and overtime work where the work is performed is available for review upon request at the City of Merced, located at 678 West 18th Street, Merced, California 95340. Consultant and subcontractors will not pay less than the prevailing rates of wages. Consultant will post one copy of the prevailing rates of wages at the job site.

b. Consultant shall forfeit as penalty to City the sum of Fifty Dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under the Agreement.

17. TRAVEL AND SUBSISTENCE PAYMENTS – (Applies only if Prevailing Wages is marked on the Statement of Services Form). Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

18. HOURS OF WORK.

a. Eight (8) hours of labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times (1 ½) the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty (40) hours during a calendar week for the foregoing hours.

b. Consultant shall keep and make available an accurate record showing the name of each worker, and hours worked each day and each week by each worker.

c. As a penalty to the City, Consultant shall forfeit Twenty Five Dollars (\$25.00) for each worker, including subcontractor's workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of Labor Code Sections 1810 through 1815.

19. NOTICES. Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first-class postage paid.

20. PROHIBITION AGAINST DISCRIMINATION. In the performance of the Agreement the Consultant will not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person with respect to the compensation, terms, conditions or privileges of employment, because of such person's race, color, creed, national origin, ancestry, sex or age.

21. PERMITS AND LICENSES.

a. Consultant shall apply for and procure permits and licenses necessary for the work.

b. Consultant shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.

c. Consultant shall pay charges and fees in connection with permits and licenses.

22. VENUE. The Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to the Agreement shall be held exclusively in a state court in the County of Merced.

23. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of the Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of the Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

24. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under the Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by the Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

ADVICE ON PREVAILING WAGE

Be hereby notified:

Pursuant to Section 1781 of the Labor Code, Consultant/Contractor is advised that the work contemplated in this contract may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations.

Consultant/Contractor shall comply with all laws related to the performance of public work including, but not limited to, the employment of apprentices pursuant to Section 1777.5 of the Labor Code, work day/week hours and overtime rates pursuant to Sections 1813 and 1815 of the Labor Code and the obligation set forth in Sections 1774-1776 of the Labor Code in regards to payment of prevailing wages and to provide the City of Merced and Department of Industrial Relations certified payrolls when required.

A certified copy of all payroll records relative to this project shall be submitted to the City of Merced along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment.

Therefore:

No Consultant/Contractor or sub-consultant/contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

No Consultant/Contractor or sub-consultant/contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

All Consultants/Contractors or sub-consultants/contractors must furnish electronic certified payroll records to the Labor Commissioner. This requirement applies to all public works projects, whether new or ongoing.

Consultant/Contractor is further advised that the work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**CITY OF MERCED
DEPARTMENT OF ENGINEERING**

CALIFORNIA

FOR

PROJECT NUMBER CP230025

BEAR CREEK PEDESTRIAN BRIDGE

SCOPE OF WORK

The work to be performed includes, but not limited to, contractor to removed and replace 148 linear feet of existing 3”X12”X96” wood decks, removed and replace 296 linear feet of existing 3”X12”X16’ wood rail, removed and replace all existing screws, contractor to install 148 linear feet of existing 3”X12”X96” wood decks, contractor to installed 296 linear feet of 2”X6”X16’ pressure treated wood rail, use a clear water repellent coating, and install new stainless tapping screws.

Return by: October 18, 2024, at 2:00 PM

**Return to: Attn: A Vang
City of Merced Engineering
678 W. 18th Street
Merced, CA 95340**

-OR-

e-mail to: vanga@cityofmerced.org

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BID SCHEDULE

BID SCHEDULE

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Permits, Bonds, Licenses & Insurance	LS	1	\$	\$
2	Public Convenience and Safety	LS	1	\$	\$
3	Demo/Remove (E) Wood Deck (3"X12"X96")	LS	1	\$	\$
4	Demo\Remove (E) Wood Handrail and Screws (2"x6"x16')	LS	1	\$	\$
5	Install 3"x12"x96" Pressure Treated Wood Deck (3"X12"X96")	EA	148	\$	\$
6	Install Wood Handrail (2"X6"X16')	EA	19	\$	\$
7	Install Stainless Self Taping Screws	LS	1	\$	\$

Total Bid for Items 1 thru 7 \$_____

EXHIBIT “B” - DRAWINGS AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The work to be performed includes, but not limited to, contractor to removed and replace 148 linear feet of existing 3”X12”X96” wood decks, removed and replace 296 linear feet of existing 3”X12”X16’ wood rail, removed and replace all existing screws, contractor to install 148 linear feet of existing 3”X12”X96” wood decks, contractor to installed 296 linear feet of 2”X6”X16’ pressure treated wood rail, use a clear water repellent coating, and install new stainless tapping screws.

PERFORMANCE

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

COORDINATION/COOPERATION

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

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

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

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

INSPECTION OF SITE

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

DUST CONTROL

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

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

PERMITS, BONDS, LICENSES AND INSURANCE

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

Payment for "Permits, Bonds, Licenses and Insurance," shall be at the contract lump sum price as set forth in the proposal, and shall include all fees associated with permits, bonds, licenses, inspections, and all other fees necessary for the completion of this item.

PUBLIC CONVENIENCE AND SAFETY

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

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

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

Notification Center

Underground Service Alert (USA)
(Northern California)

Telephone

1-800-227-2600

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

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

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

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

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

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

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

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

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

Maintaining Traffic -- Attention is directed to Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the State Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from its responsibility as provided in Section 7-1.04 of the State Specifications.

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

The second and third paragraphs of Section 12-3.10, "Traffic Cones," of the State Standard Specifications are amended to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If any component in the traffic control system is displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair

said component to its original condition or replace said component, and shall restore the component to its original location. Full cost of providing flaggers shall be borne exclusively by the Contractor.

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

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

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

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

DEMOLITION

The Contractor shall remove all 3"x12"x96" wood decks, 2"x6"x16' wood rail and any other damage items needed to replace the items need to install the new 3"x12"x96" and 2"x6"x16' pressure treated wood. Specifically included in this item are all wood and screws, and all items damaged.

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

INSTALL PRESSURE TREATED WOOD BOARD

3"x12"x96" and 2"x6"x16' pressure treated wood board be furnished and installed as shown on the plans and in conformance with the provisions in the Standard Specifications and these special provisions.

Freshly treated lumber may still be wet or even swollen from the treatment process or from exposure to excess moisture in transit or outdoor storage. Contractor shall wait to start your project until your treated lumber has evenly dried out. The best way to dry out the lumber is to store it in a shaded area with spacers between the boards. Tarp the top of the stack if rain is forecasted to prevent additional moisture from being introduced to the wood.

When working with pressure-treated wood, use premium triple-coated, hot-dipped galvanized or stainless-steel fasteners and construction hardware.

When you are fastening, drill pilot holes when you are within one inch of the end of the board to minimize cracking and splitting. Boards with a nominal size of six inches and

wider need to be securely fastened with a minimum of two fasteners on inside joints and a minimum of three fasteners on the ends.

To ensure a durable bond, use an adhesive specifically formulated for treated lumber to help reduce cupping and warping. Product to be used must be submitted prior for approval.

Although pressure-treated wood provides protection against fungal decay and termite attacks, the contractor shall use a [clear](#) or [semi-transparent](#) water-repellent coating to reduce the effects of natural weathering. Product to be used must be submitted prior for approval. Repeated wetting and drying of the wood due to rainy weather cycles can cause splitting, checking (cracks that run through the board, typically lengthwise), twisting, warping, shrinking, or swelling. After you complete your project, seal it as soon as the wood will accept the sealer. A good rule of thumb to see if the wood is ready to be sealed is to sprinkle a little water on the surface. If the water beads up, there's too much moisture in the wood, and you should wait a few days and try again. If the water soaks into the wood, it's ready to be sealed.

RESTORATION

The Contractor shall restore all areas adjacent to the construction area and areas affected during construction to their preconstruction condition. Specifically included in this item are all wood decks, railings, and all items damaged during construction.

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

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.

[INSERT CONTRACTOR NAME]

By:

Signature

Name (Print)

Title (Print)

EXHIBIT “D” – PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

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

Contractor shall maintain a current DIR registration for the duration of the project.

- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

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

APPENDIX

CITY OF MERCED STANDARD DESIGNS

THE FOLLOWING STANDARDS ARE FOR REFERENCE ONLY
**REFER TO THE CITY OF MERCED WEBSITE FOR THE COMPLETE LISTING OF
STANDARD DETAILS**

http://www.cityofmerced.org/depts/engineering_division/standard_designs/default.asp

STATE GENERAL PREVAILING WAGE RATES

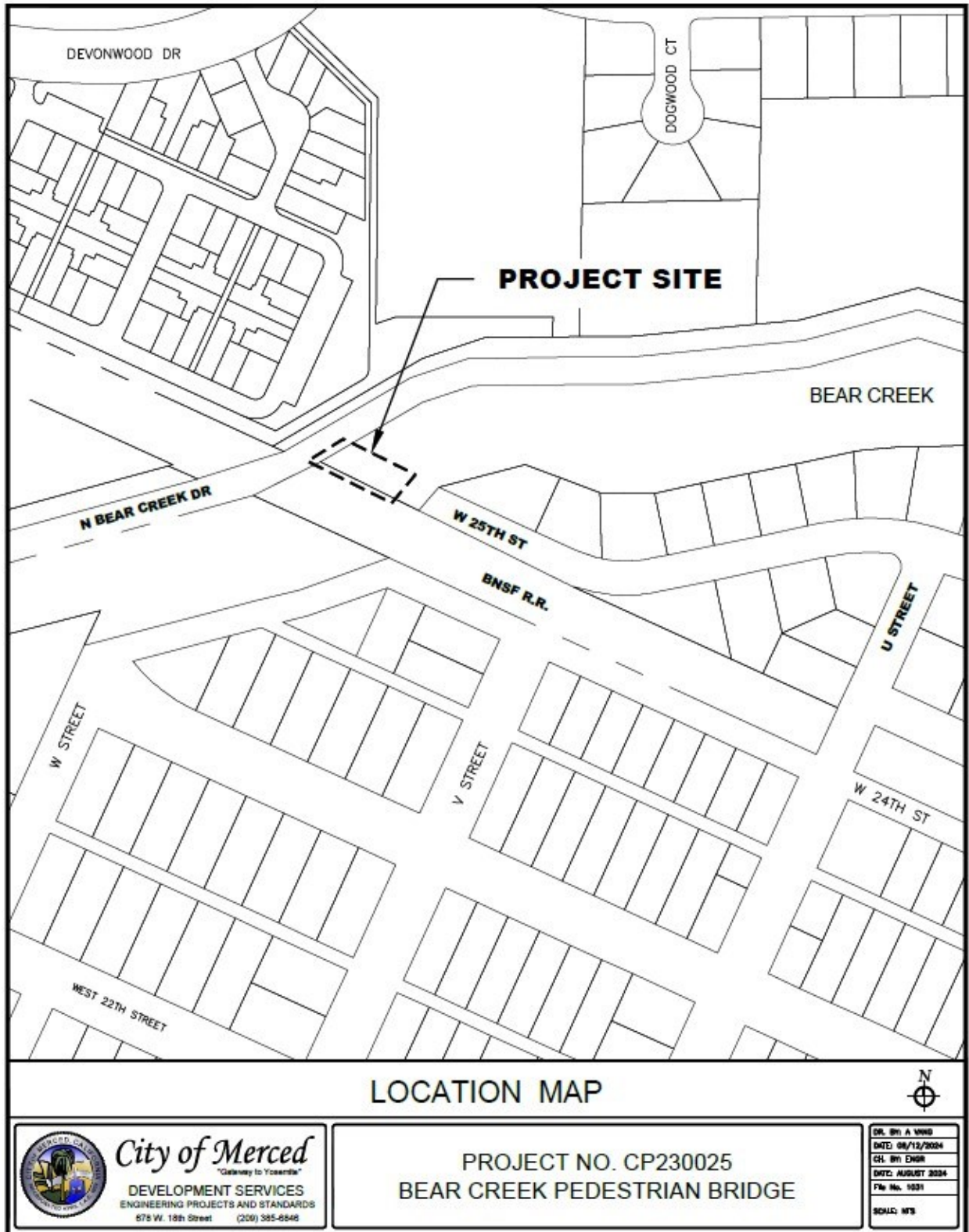
General prevailing wage determination
Made by the Director of Industrial Relations

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

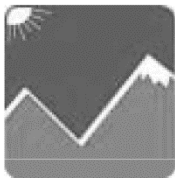
State of California Department of Industrial Relations Website:

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

LOCATION MAP



REGULATION VIII – FUGITIVE PM10 PROHIBITIONS



San Joaquin Valley
Air Pollution Control District

COMPLIANCE ASSISTANCE BULLETIN August 2006

Regulation VIII – Fugitive PM10 Prohibitions Requirements on Paved and Unpaved Public Roads

District Rule 8061 (*Paved and Unpaved Roads*) of Regulation VIII (*Fugitive PM10 Prohibitions*) specifies the design criteria for constructing new or modifying existing paved roads and the types of control measures required for limiting fugitive dust emissions from unpaved roads and shoulders. Several compliance dates and deadlines described in the rule apply specifically to city, county, and state agencies. The purpose of this bulletin is to summarize the new requirements for public agencies that own or maintain paved and unpaved roads. The entire rule may be found at www.valleyair.org/rules/1ruleslist.htm - reg8.

- **Constructing New Unpaved Roads:** Effective October 1, 2004, constructing a new unpaved road is prohibited in all urban areas unless the unpaved road is used for a temporary activity that does not exceed six months of use over a consecutive three-year period. Temporary activities may include construction access roads, special events, or traffic detours. The unpaved surface must be maintained in a stabilized condition at all times in order to control fugitive emissions.
- **PM10-Efficient Street Sweepers:** These requirements apply to the routine cleaning of existing paved public roads within urban areas. Effective July 1, 2005, an agency or its contractor may only purchase PM10-efficient street sweepers for their fleets and at least one sweeper must be placed into service by July 1, 2008. PM10-efficient street sweepers are to be used along routine street sweeper routes, which have been predetermined and prioritized by the agency as having paved curbs with the greatest actual or potential for dirt and silt loading. If an agency cannot meet these provisions due to budgetary constraints, a statement of financial hardship must be submitted to the District and the USEPA for review and approval.
- **Cleaning Paved Roads after a Storm Event:** Within 24 hours of discovery, the agency or contractor responsible for maintaining the roadway must remove the accumulated mud and dirt from the paved road or restrict vehicles from traveling over the mud and dirt until the materials can be removed. This requirement applies if the accumulated mud and dirt is a result of wind or water erosion and runoff, is at least one inch thick, and covers an area of at least 50 square feet. Cleanup may be performed manually with a shovel and broom, or with a conventional or PM10-efficient street sweeper, but must be performed in a manner that minimizes fugitive dust. Using a blowing device or a dry rotary brush or broom is prohibited. Redirecting traffic is one way to restrict vehicles from traveling over the mud and dirt. Upon agency notification, the District may approve an extension of the 24-hour cleanup requirement if restricting vehicles is deemed unsafe and removing the mud and dirt is not possible within 72 hours because crews are not available over a weekend or holiday.

Northern Region Office
4800 Enterprise Way
Modesto, CA 95356-8718
(209) 557-6400 ♦ FAX (209) 557-6475

Central Region Office
1990 East Gettysburg Avenue
Fresno, CA 93726-0244
(559) 230-6000 ♦ FAX (559) 230-6062

Southern Region Office
2700 "M" Street, Suite 275
Bakersfield, CA 93301-2373
(661) 326-6900 ♦ FAX (661) 326-6985

- **Posting Speed Limit Signs on Unpaved Roads:** Effective October 1, 2005, public agencies must establish a maximum speed limit of 25 miles per hour for the unpaved roads under their jurisdictions. This requirement applies to the unpaved road segments where vehicle traffic reaches or exceeds 26 annual average daily trips (AADT). At a minimum, agencies are to post at least one speed limit sign in each direction for every mile of unpaved road located within an urban area, and one sign in each direction for every two miles of unpaved road within a rural area. For example, an unpaved road located within an urban area that is ½ mile long and exceeds 26 AADT requires at least one sign posted in each direction. The unpaved surface must be maintained in a stabilized condition at all times in order to control fugitive emissions.
- **Paving Existing Unpaved Roads and Paving or Stabilizing Unpaved Shoulders:** On January 1, 2005, agencies provided the District with a report listing each unpaved road located within an urban area and each paved road with unpaved shoulders within urban and rural areas. On July 1, 2005, agencies provided a report listing each unpaved road located within a rural area. These reports include the length in miles and the AADT for each subject road and unpaved shoulder within the agency's jurisdiction.

As of January 1, 2005, agencies are to pave an annual average of 20 percent of the unpaved roads listed in their urban area unpaved road report, thereby paving 100 percent of these unpaved roads by January 1, 2010. This requirement does not apply to rural unpaved roads.

In urban areas, agencies are to pave or stabilize at least four-feet of unpaved shoulders on at least 50 percent of the existing paved roadways having the highest AADT. In rural areas, this is required on at least 25 percent of the existing paved roadways with the highest AADT. Compliance with these provisions must be complete by January 1, 2010.

If an agency cannot meet these provisions due to budgetary constraints, a statement of financial hardship must be submitted to the District and the USEPA for review and approval.

- **Incremental Progress Reports:** Due on April 1 of each year, from 2006 through 2010, agencies must report their incremental progress to the District by reporting the total miles of urban unpaved roads that were paved over the previous calendar year, the total miles of unpaved shoulders that were paved or stabilized over the previous calendar year, and the percentage of cumulative miles treated relative to the original reports.

For more information please contact the Compliance Department of the District office nearest to you. Information on Regulation VIII is available on the District's website at:

www.valleyair.org



COMPLIANCE ASSISTANCE BULLETIN
April 2007

Fugitive Dust Control at Construction Sites: New Requirements

Regulation VIII, Fugitive PM10 Prohibitions, of the District's Rules and Regulations apply to many activities that generate fugitive dust, and particularly to construction sites.

Fugitive dust is emitted into the air by activities that disturb the soil, such as earthmoving and vehicular/equipment traffic on unpaved surfaces. Windblown dust is also of concern where soil has been disturbed at construction sites.

The District adopted Regulation VIII in 1993 and its most recent amendments became effective on October 1, 2004. This is a basic summary of the regulation's requirements as they apply to construction sites.

These regulations affect all workers at a regulated construction site, including everyone from the landowner to the subcontractors. Violations of Regulation VIII are subject to enforcement action including fines.

Visible Dust Emissions (VDE) may not exceed 20% opacity during periods when soil is being disturbed by equipment or by wind at any time. Visible Dust Emissions opacity of 20% means dust that would obstruct an observer's view of an object by 20%. District inspectors are state certified to evaluate visible emissions. Dust control may be achieved by applying water before/during earthwork and onto unpaved traffic areas, phasing work to limit dust, and setting up wind fences to limit wind blown dust.

Soil Stabilization is required at regulated construction sites after normal working hours and on weekends and holidays. This requirement also applies to inactive construction areas such as phased projects where disturbed land is left unattended. Applying water to form a visible crust on the soil and restricting vehicle access are often effective for short-term stabilization of disturbed surface areas. Long-term methods including applying dust suppressants and establishing vegetative cover.

Carryout and Trackout occur when materials from emptied or loaded vehicles falls onto a paved surface or shoulder of a public road or when materials adhere to vehicle tires and are deposited onto a paved surface or shoulder of a public road. Should either occur, the material must be cleaned up at least daily, and immediately if it extends more than 50 feet from the exit point onto a paved road. The appropriate clean-up methods require the complete removal and cleanup of mud and dirt from the paved surface and shoulder. Using a blower device or dry sweeping with any mechanical device other than a PM10-efficient street sweeper is a violation. Larger construction sites, or sites with a high amount of traffic on one or more days, must prevent carryout and trackout from occurring by installing gravel pads, grizzlies, wheel washers, paved interior roads, or a combination thereof at each exit point from the site. In many cases, cleaning up trackout with water is also prohibited as it may lead to plugged storm drains. Prevention is the best method.

Unpaved Access and Haul Roads, as well as unpaved vehicle and equipment traffic areas at construction sites must have dust control. Speed limit signs limiting vehicle speed to 15 mph or less at construction sites must be posted every 500 feet on uncontrolled and unpaved roads.

Northern Region Office
4800 Enterprise Way
Modesto, CA 95356-8718
(209) 557-6400 ♦ FAX (209) 557-6475

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1990 East Gettysburg Avenue
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(559) 230-6000 ♦ FAX (559) 230-6062

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2700 "M" Street, Suite 275
Bakersfield, CA 93301-2373
(661) 326-6900 ♦ FAX (661) 326-6985

Storage Piles and Bulk Materials have handling, storage, and transportation requirements that include applying water when handling materials, wetting or covering stored materials, and installing wind barriers to limit VDE. Also, limiting vehicle speeds, loading haul trucks with a freeboard of six inches or greater along with applying water to the top of the load, and covering the cargo compartments are effective measures for reducing VDE and carryout from vehicles transporting bulk materials.

Demolition activities require the application of water to the exterior of the buildings and to unpaved surfaces where materials may fall. A Dust Control Plan will be required for large demolition projects. Consider all structures slated for demolition as possibly being regulated due to potential asbestos, per District Rule 4002 - *National Emission Standards for Hazardous Air Pollutants*. Contact the District well before starting because a 10 working-day notice will likely be required before a demolition can begin.

Dust Control Plans identify the dust sources and describe the dust control measures that will be implemented before, during, and after any dust generating activity for the duration of the project. Owners or operators are required to submit plans to the District at least 30 days prior to commencing the work for the following:

- Residential developments of ten or more acres of disturbed surface area.
- Non-residential developments of five or more acres of disturbed surface area.
- The relocation of more than 2,500 cubic yards per day of materials on at least three days.

Operations may not commence until the District has approved the Dust Control Plan. A copy of the plan must be on site and available to workers and District employees. **All work on the site is subject to the requirements of the approved dust control plan. A failure to abide by the plan by anyone on site may be subject to enforcement action.**

Owners or operators of construction projects that are at least one acre in size and where a Dust Control Plan is not required, must provide written notification to the District at least 48 hours in advance of any earthmoving activity.

Record Keeping is required to document compliance with the rules and must be kept for each day any dust control measure is used. The District has developed record forms for water application, street sweeping, and "permanent" controls such as applying long term dust palliatives, vegetation, ground cover materials, paving, or other durable materials. Records must be kept for one year after the end of dust generating activities (Title V sources must keep records for five years).

Exemptions exist for several activities. Those occurring above 3,000 feet in elevation are exempt from all Regulation VIII requirements. Further, Rule 8021 – *Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities* exempts the following construction and earthmoving activities:

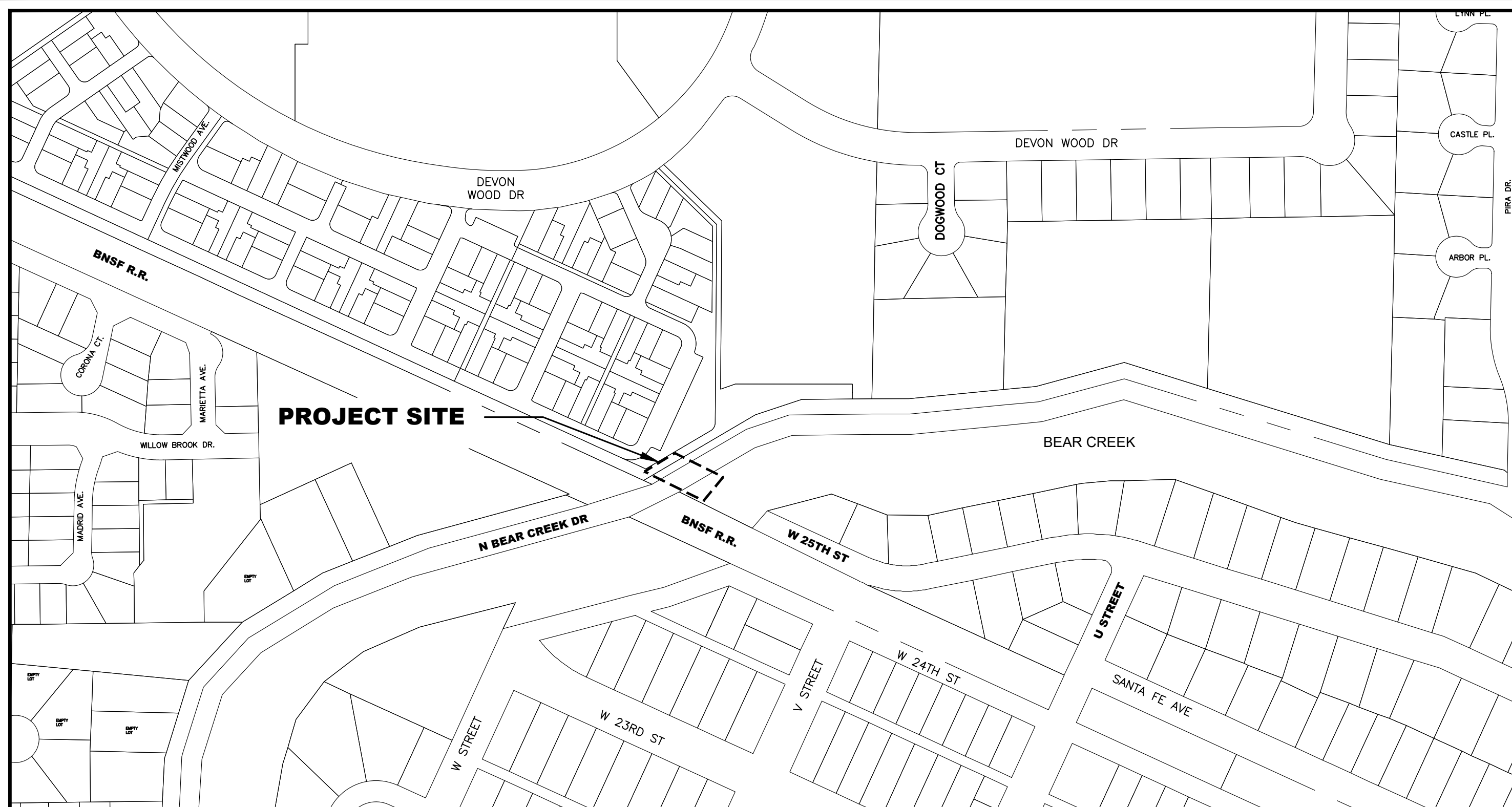
- Blasting activities permitted by California Division of Industrial Safety.
- Maintenance or remodeling of existing buildings provided the addition is less than 50% of the size of the existing building or less than 10,000 square feet (due to asbestos concerns, contact the District at least two weeks ahead of time).
- Additions to single family dwellings.
- The disking of weeds and vegetation for fire prevention on sites smaller than ½ acre.
- Spreading of daily landfill cover to preserve public health and safety and to comply with California Integrated Waste Management Board requirements.

Nuisances are prohibited at all times because District Rule 4102 – *Nuisance* applies to all construction sources of fugitive dust, whether or not they are exempt from Regulation VIII. It is important to monitor dust-generating activities and implement appropriate dust control measures to limit the public's exposure to fugitive dust.

For more information please contact the Compliance Division of the District office nearest to you. Information on Regulation VIII, where you may obtain copies of record keeping forms, the Dust Control Plan template, and the Construction Notification form, is available on the District's website at:

www.valleyair.org, under Compliance Assistance/Dust Control.

SPECIAL PROVISIONS

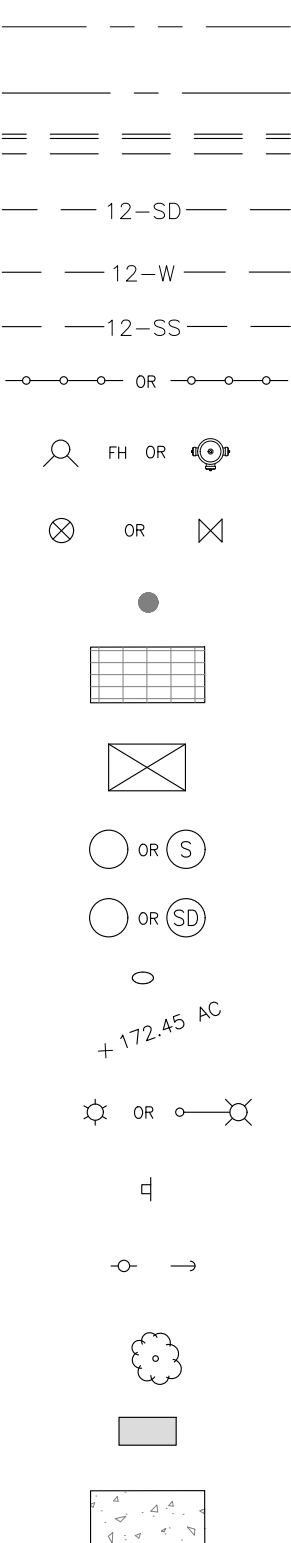


LOCATION MAP - NOT TO SCALE

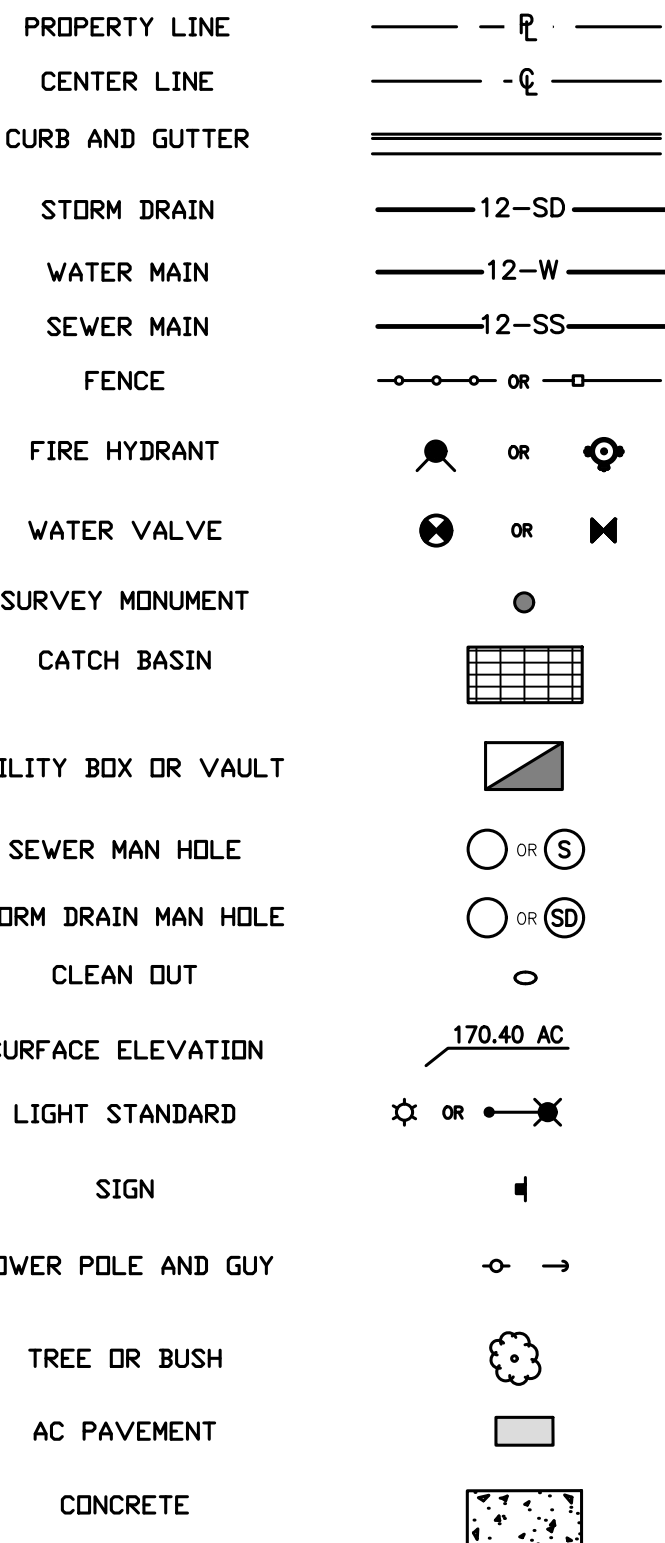


LEGEND

EXISTING



PROPOSED

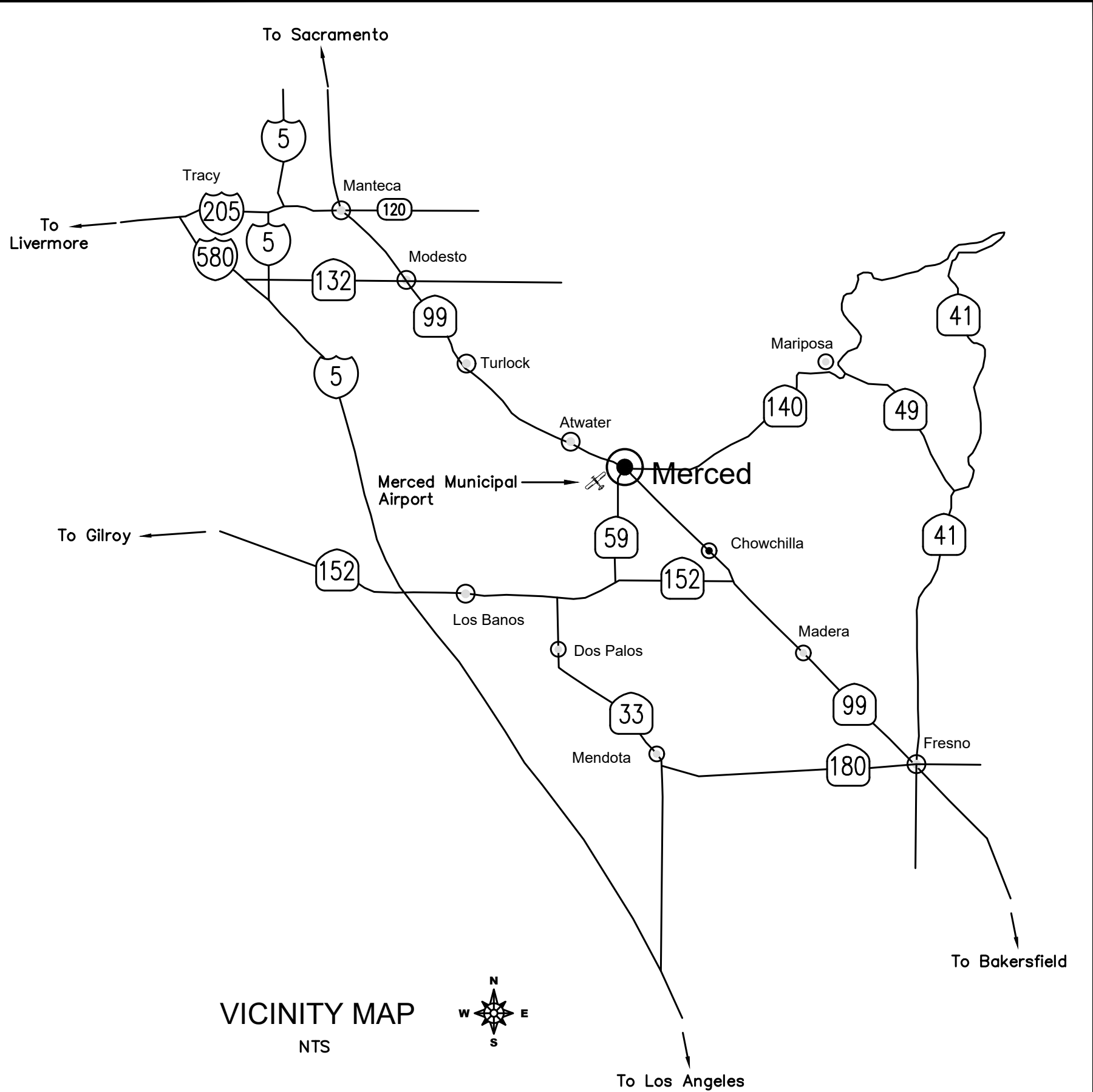


SECTION NO. 1
SHEET NO. 6

SEE SHEET NO. 2 FOR ADDITIONAL SYMBOLS

GENERAL NOTES

- ALL WORK AND MATERIALS SHALL CONFORM TO APPLICABLE CITY OF MERCED STANDARD DESIGNS AND 2018 CALTRANS STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PROPER TRAFFIC CONTROL DURING ALL PHASES OF CONSTRUCTION. ACCESS TO PROPERTIES, DRIVEWAYS, RESIDENCES, ETC., SHALL BE PROVIDED AT ALL TIMES. SUITABLE MATERIAL SHALL BE UTILIZED TO PROVIDE ACCESS.
- ALL ADJACENT PAVING SHALL BE SAWCUT TO ALLOW FOR A SMOOTH TRANSITION. ALL EXISTING TRAFFIC STRIPING, PAVEMENT MARKINGS AND MARKERS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPAIRED TO ITS ORIGINAL CONFIGURATION, BY THE CONTRACTOR.
- CONSTRUCTION AREAS SHALL BE RESTORED TO ORIGINAL CONDITIONS. RESTORATION MAY INCLUDE, BUT NOT LIMITED TO, 1) REPLACE PAVEMENT, CONCRETE CURB/GUTTER AND SIDEWALK, 2) RE-SOD GRASS AREAS, 3) REPAIR DRIVEWAYS, 4) REESTABLISH DRAINAGE DITCHES AND DRAINAGE PATTERNS, 5) REINSTATE OR REPLACE STORM DRAIN PIPES, 6) REPAIR LANDSCAPING AND IRRIGATION SYSTEMS, 7) REMOVE AND REPLACE MAILBOXES, 8) RELOCATE OR REPAIR SIGNS, ETC.
- ALL PAVEMENT MARKINGS, MARKERS, TRAFFIC LINES, AND SIGNS SHALL CONFORM TO CALTRANS STANDARD PLANS, AND THE LATEST EDITION OF THE CALIFORNIA MUTCD. ALL SIGNS SHALL MEET THE MINIMUM STANDARDS FOR RETROREFLECTIVITY. IF ANY EXISTING MARKINGS, MARKERS & TRAFFIC LINES CONFLICT W/ THE NEW/FINAL CONFIGURATION, THE CITY SHALL BE NOTIFIED IMMEDIATELY. ALL EXISTING PAVEMENT SURFACES SHALL BE CLEANED PRIOR TO PAINTING OR PLACEMENT OF MARKERS.
- THE CONTRACTOR SHALL INSTALL ALL SIGNS ON NEW POLES PER CITY STANDARD TC-4, UNLESS NOTED OTHERWISE. SIGN(S) MAY BE INSTALLED ON AN EXISTING SIGN POLE, WITH PRIOR APPROVAL OF THE CITY ENGINEER, AND IF ALL APPLICABLE CODES AND STANDARDS ARE MET. SIGNS SHOWN TO BE MOUNTED ON STREETLIGHT POLES, OR SIGNS WITHIN 20' OF STREETLIGHT POLES, MAY BE MOUNTED TO THE POLE, WITH APPROVED FASTENERS AND THE MINIMUM CLEARANCE FROM THE BOTTOM OF THE SIGN TO FINISH GRADE.
- TRAFFIC SIGNS, BIKE LANE MARKINGS AND ARROWS MAY REQUIRE FIELD ADJUSTMENTS. VERIFY EXACT PLACEMENT WITH THE CITY ENGINEER AND/OR THE CITY INSPECTOR.
- ALL PAVEMENT MARKINGS, ARROWS, WORDS, CROSSWALKS AND TRAFFIC LINES SHALL BE THERMOPLASTIC PAINT, UNLESS NOTED OTHERWISE.



UTILITY COMPANY AND CITY OF MERCED CONTACTS

PACIFIC GAS AND ELECTRIC:
PAUL SYTSA (ELECTRIC).....(209) 726-6338
LYNN McCULLICK (GAS).....(209) 726-6328

AT&T (TELEPHONE):
TROY BRANIFF(209) 726-7163

COMCAST (CABLE):
FRANK CASTRO.....(559) 455-4221

MERCED IRRIGATION DISTRICT (ELECTRIC):
JASON GRACE.....(209) 354-2814

CITY OF MERCED:
JEFFREY FREDERICK (STREETS).....(209) 385-4774
JOHNNIE BAPTISTA (WATER).....(209) 384-4180
JOE PADILLA (SEWER).....(209) 385-8721

REGISTERED PROFESSIONAL SEAL



APPROVALS

CITY OF MERCED
PUBLIC WORKS
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th St., Merced CA. 95340 (209) 385-6846

RICHARD A. MADDOX, P.E.
INTERIM CITY ENGINEER

DATE

KEN ELWIN, P.E.
PUBLIC WORKS DIRECTOR

DATE

JEFFREY FREDRICK
PROJECT CHAMPION

DATE

SHEET INDEX

DESCRIPTION

- | SHT. NO. | DESCRIPTION |
|----------|-------------------------------------|
| 1 | COVER SHEET |
| 2 | GENERAL NOTES |
| 3 | DEMOLITION PLAN / CONSTRUCTION PLAN |
| 4 | ELEVATION AND DETAILS |

NO.	DATE	BY	REVISION MADE
1	--/--/--	--	--

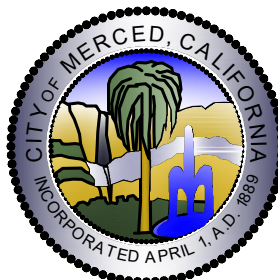
Underground Service Alert



TWO DAYS
BEFORE
YOU DIG

Call : TOLL FREE 1 (800) 642 - 2444

NOTE:
ALL REFERENCES AND WRITTEN
DIMENSIONS SHALL TAKE
PREFERENCE OVER SCALED
DIMENSIONS AND SHALL BE
VERIFIED ON THE SITE. ANY
DISCREPANCY SHALL BE BROUGHT
TO NOTICE OF THE ENGINEER
PRIOR TO THE COMMENCEMENT
OF ANY WORK.



City of Merced
"Gateway to Yosemite"

DEVELOPMENT SERVICE
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

COVER SHEET

PROJECT NO. CP230025
BEAR CREEK PEDESTRIAN BRIDGE

DESIGNED BY: A VANG
DATE: 08/02/2024
CH. BY: ENGR DEPT
DATE: AUGUST 2024
REV DATE: --/--/--
BY:
SCALE: AS SHOWN

FILE NO. 1031
Sheet
1
Of 4

GENERAL NOTES

1. THE CONTRACTOR SHALL OBTAIN A NO FEE ENCROACHMENT PERMIT FROM THE CITY OF MERCED FOR ANY WORK TO BE PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.

2. APPROVAL OF THESE IMPROVEMENT PLANS AS SHOWN DOES NOT CONSTITUTE APPROVAL OF ANY CONSTRUCTION OUTSIDE THE PROJECT BOUNDARY.

3. THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND UTILITIES OR FACILITIES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS AND SITE POTHOLING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO TAKE PRECAUTIONARY MEASURES INCLUDING BUT NOT LIMITED TO POTHOLING, EXPOSING EXISTING UTILITIES AND TO PROTECT ANY EXISTING UTILITIES OR FACILITIES, SHOWN OR NOT SHOWN, ANY DAMAGES DONE AS A RESULT OF THE CONTRACTOR'S WORK OR EQUIPMENT SHALL BE PROMPTLY REPAIRED AT THE CONTRACTOR'S EXPENSE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH RESPECTIVE UTILITY COMPANIES.

4. LOCATION AND ELEVATION OF EXISTING IMPROVEMENTS SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (811) NO LESS THAN 48 HRS PRIOR TO ANY WORK, OR (1-800-227-2600) TO OBTAIN A U.S.A. IDENTIFICATION NUMBER AND TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF REVISIONS ARE NECESSARY DUE TO ACTUAL LOCATION OF EXISTING UTILITIES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, LICENSES, BONDS, INSURANCE, ETC. REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.

6. FIELD SURVEY INFORMATION CAN BE PROVIDED BY:

CITY OF MERCED
PUBLIC WORKS
ENGINEERING PROJECTS AND STANDARDS
678 W. 18TH STREET MERCED, CA 95340 (209) 385-6846

7. "CITY ENGINEER" SHALL MEAN THE CITY ENGINEER OR HIS/HER AUTHORIZED AGENT ACTING WITHIN THE SCOPE OF HIS/HER AUTHORITY.

8. THE CONTRACTOR SHALL TELEPHONE THE CITY OF MERCED ENGINEERING DEPARTMENT, (209) 386-6846, AT LEAST SEVEN (7) WORKING DAYS PRIOR TO STARTING CONSTRUCTION WORK.

9. THE CITY SHALL SCHEDULE A PRECONSTRUCTION CONFERENCE AT THE JOB SITE WITH THE CITY, DEVELOPER, SUBCONTRACTORS, UTILITY COMPANIES, AND OTHER AFFECTED AGENCIES AT LEAST SEVEN (7) WORKING DAYS PRIOR TO STARTING ANY CONSTRUCTION WORK.

10. IF ANY CULTURAL FEATURES OR ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING, OR ANY OTHER EXCAVATION WORK, ALL WORK WITHIN ONE HUNDRED FEET (100') OF THESE MATERIALS SHALL BE STOPPED IMMEDIATELY UNTIL A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY (SOPA) AND /OR THE SOCIETY OF CALIFORNIA ARCHAEOLOGY (SCA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND APPROPRIATE MITIGATION MEASURES ARE DETERMINED AND IMPLEMENTED.

11. REGULAR HOURS OF WORK WILL BE LIMITED TO 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY. THE HOURS OF CONSTRUCTION MAY VARY AT THE DISCRETION OF THE CITY ENGINEER. CONTRACTOR MUST SUBMIT A WRITTEN REQUEST FOR APPROVAL BY THE CITY ENGINEER AT LEAST TWO (2) WORKING DAYS (48 HRS) IN ADVANCE TO WORK DURING ANY OTHER HOURS, WEEKENDS, OR HOLIDAYS. THE FOLLOWING SPECIAL HOURS OF WORK WILL BE ENFORCED FROM MONDAY THROUGH FRIDAY:

a. WORK ADJACENT TO OR WITHIN FIFTEEN HUNDRED FEET (1500') OF ANY SCHOOL WHILE SCHOOL IS IN SESSION WILL BE LIMITED TO 9:00 A.M. TO 3:00 P.M..

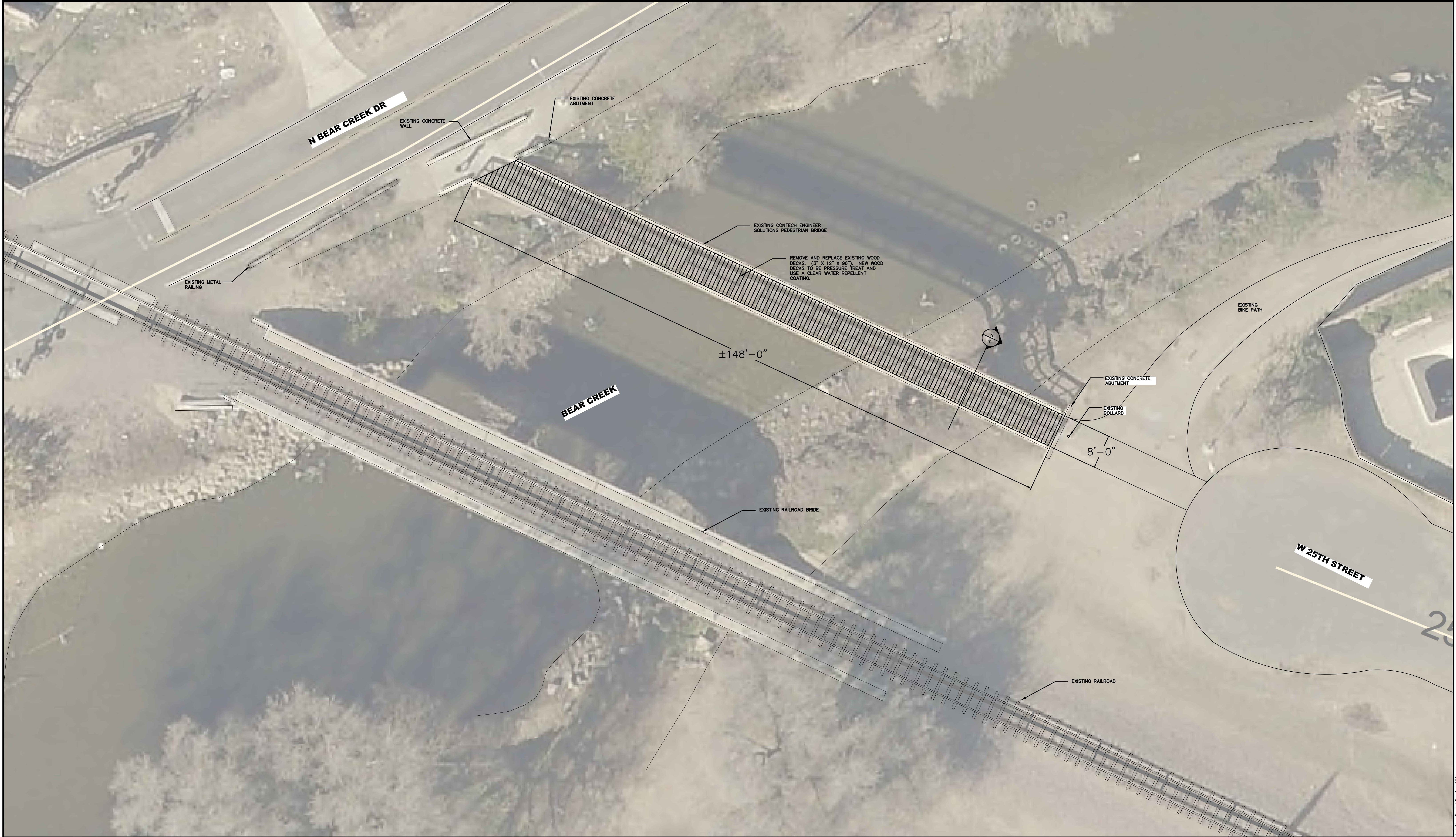
b. WORK WITHIN THREE HUNDRED FEET (300') OF OCCUPIED RESIDENTIAL UNITS WILL BE LIMITED TO 8:00 A.M. TO 4:00 P.M.

12. THE CONTRACTOR'S OPERATIONS SHALL CONFORM TO THE RULES AND REGULATIONS OF THE STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS PERTAINING TO TRENCHES AND EXCAVATIONS.

13. ALL TRENCHING, COMPACTION PER NOTES ON SHEET 1 AND PAVING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO CITY STANDARDS T-1 THROUGH T-5.

14. THE INSTALLATION OF EROSION CONTROL FACILITIES AND MEASURES IS NECESSARY AT ALL TIMES. (EROSION CONTROL PLAN SHALL BE APPROVED BY THE CITY ENGINEER).

15. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL PROPERTY CORNERS AND SURVEY MONUMENTS (SHOWN OR NOT SHOWN), WITHIN AND AROUND PROJECT BOUNDARIES. MONUMENT PRESERVATION FORM SHALL BE SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION.
- LEGEND
- | | | | | | |
|--|---|--|--------------------------------------|--|--|
| | ASPHALT CONCRETE | | GATE | | STAND PIPE |
| | UTILITY BOX (Elec., T.V., Tel. Traffic) | | GAS VALVE | | STORM DRAIN LINE |
| | BENCHMARK | | GUY ANCHOR | | STORM DRAIN MAN HOLE |
| | BUILDING | | HOSE BIB | | STREET LIGHT |
| | BUSH | | IRRIGATION LINE | | STREET NAME SIGN |
| | CATCH BASIN | | IRRIGATION STRUCTURE | | STOP SIGN |
| | CENTERLINE | | IRRIGATION VALVE | | TELEPHONE LINE (OVERHEAD) |
| | CITY LIMIT LINE | | LIFT STATION | | TELEPHONE PEDESTAL |
| | CLEANOUT | | MAILBOX | | TELEPHONE (UNDERGROUND) |
| | CONC. SLAB OR SIDEWALK | | MANHOLE (GAS, SS, SD, TEL. OR MISC.) | | TOPOGRAPHIC SURVEY POINT W/ELEV. & DESC. |
| | CURB INLET | | METER (WATER) | | TRAFFIC SIGNALS |
| | CURB & GUTTER | | MONUMENT FOUND | | TREE |
| | DETECTOR HANDHOLE | | OVER HEAD ELECTRIC | | TREE STUMP |
| | EDGE OF PAVEMENT | | POLE (POWER AND/OR TEL.) | | UNDERGROUND FIBER CABLE |
| | ELECTROLIER | | POT HOLE | | VAULT |
| | ELECTRICAL BOX | | POWER POLE | | WALL |
| | FENCELINE (BARBED WIRE) | | POWER (UNDERGROUND) | | WATER LINE |
| | FENCELINE (CHAIN-LINK) | | PUBLIC UTILITY EASEMENT | | WATER METER |
| | FENCELINE (WOOD) | | PROPERTY LINE | | WATER VALVE |
| | FIRE HYDRANT | | TELEPHONE, COMMUNICATION, ELECTRIC | | WELL |
| | FORCE MAIN | | TELEPHONE | | |
| | GAS LINE | | SEWER MANHOLE (SS) | | |
| | GAS METER | | SEWER LINE | | |
| | | | SPRINKLERS | | |
- CITY OF MERCED STANDARD DESIGNS
- ABBREVIATIONS
- | | | | | | |
|-----------|----------------------------|------------|----------------------------|----------|--------------------------|
| ABAN | ABANDON | EVC | END VERTICAL CURVE | PCC | PORLAND CEMENT CONCRETE |
| AB | AGGREGATE BASE | (E), EXIST | EXISTING | PG&E | PGE PACIFIC GAS AND |
| | (CRUSH AGGREGATE BASE | FG | FINISH GRADE | ELECTRIC | |
| | COURSE) | FL | FIRE HYDRANT | PI | POINT OF INTERSECTION |
| AC | ASPHALT CONCRETE | FLG | FLANGE | PVC | POINT OF VERTICAL CURVE |
| | (BITUMINOUS CONCRETE | FW | FRONT OF WALK | PVMT | PAVEMENT |
| | PAVEMENT) | G | GAS | R & D | REMOVE AND DESTROY |
| ADJ | ADJUST | GB | GRADE BREAK | RC | RADIUS |
| APPRX | APPROXIMATELY | GL | GUTTER LIP | RCP | REINFORCED CONCRETE PIPE |
| ASB | AGGREGATE SUB BASE | HMA | HOT MIX ASPHALT | RT | RIGHT |
| AT&T, ATT | AMERICAN TELEPHONE AND | HDPE | HIGH DENSITY POLYETHYLENE | R/W | RIGHT OF WAY |
| | TELEGRAPH | HORZ, H | HORIZONTAL | S | SOUTH, SLOPE, OR SEWER |
| BC | BEGIN CURVE | HP | HIGH POINT | SB | SOUTHBOUND |
| BEG | BEGINNING | INV | INVERT | SC | SAWCUT |
| BEC | BACK OF CURB | JUT | JOINT UTILITY TRENCH | SD | STORM DRAIN |
| BW | BACK OF WALK | L | LENGTH | SF | SQUARE FEET |
| BM | BENCH MARK | LBS | POUNDS | STA | STATION |
| BC | BEGIN CURVE | LF | LINEAR FEET | STD | STANDARD |
| C | CONCRETE GRADE | LS | LUMP SUM | SW | SIDEWALK |
| CB | CATCH BASIN | LT | LEFT | SY | SQUARE YARD |
| CC | CONCRETE CORNER | MAX | MAXIMUM | T, TEL | TELEPHONE |
| CE | CONCRETE EDGE | MID | MERCED IRRIGATION DISTRICT | TOB | TOP OF BANK |
| CIP | CAST IN PLACE | | (ELECTRIC) | TOE | TOE OF BANK |
| CL, C | CENTERLINE | MH | MANHOLE | TOC, TC | TOP OF GRATE |
| CL, C | CONCRETE | MIN | MINIMUM | TC, TOC | TOP OF CURB |
| CO | SEWER CLEAN OUT | MISC | MISCELLANEOUS | TR | TEMPORARY |
| CVN | CENTRAL VALLEY INDEPENDENT | MJ | MECHANICAL JOINT | TS | TOP OF RAMP |
| | NETWORK | MON | MONUMENT | TR | TRAFFIC SIGNAL |
| CY | CUBIC YARDS | MTL | MATERIAL | TV | TELEVISION |
| D | DEPTH | N | NORTH | TW | TOP OF WALK |
| DIA | DIAMETER | NB | NORTHBOUND | TYP | TYPICAL |
| DIP | DUCTILE IRON PIPE | (N) | NEW | UG, U/G | UNDERGROUND |
| DL | DAYLIGHT POINT | NO. | NUMBER | UGE | UNDERGROUND ELECTRIC |
| DW | DRIVEWAY | NTS | NOT TO SCALE | VAR. | VARIABLE |
| E | EAST | OC | ON CENTER | VC | VERTICAL CURVE |
| EA | EACH | OG | ORIGINAL GROUND | VERT, V | VERTICAL |
| EC | END CURVE | O/H, OH | OVERHEAD | W | WEST OR WATER |
| EQ | EXISTING GROUND | OHE | OVERHEAD ELECTRICAL | WECP | WEEP (CURB) DRAIN |
| EP | EDGE OF PAVEMENT | OHPL | OVERHEAD POWER LINE | WM | WATER METER |
| ELEV | ELEVATION | | | WV | WATER VALVE |
- | NO. | DATE | BY | REVISION MADE |
|-----|----------|----|---------------|
| 1 | XX/XX/XX | - | - |
| | | | |
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| | | | |
- Underground Service Alert
-
- TWO DAYS
BEFORE
YOU DIG**
- Call : TOLL FREE 1 (800) 642 - 2444
- NOTE:
ALL REFERENCES AND WRITTEN
DIMENSIONS SHALL TAKE
PREFERENCE OVER SCALED
DIMENSIONS AND SHALL BE
VERIFIED ON THE SITE. ANY
DISCREPANCY SHALL BE BROUGHT
TO NOTICE OF THE ENGINEER
PRIOR TO THE COMMENCEMENT
OF ANY WORK.
-
- City of Merced*
"Gateway to Yosemite"
- DEVELOPMENT SERVICE
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846
- GENERAL NOTES
- PROJECT NO. CP230025**
BEAR CREEK PEDESTRIAN BRIDGE
- | |
|---------------------|
| DESIGNED BY: A VANG |
| DATE: 08/02/2024 |
| CH. BY: ENGR DEPT |
| DATE: AUGUST 2024 |
| REV DATE: XX/XX/XX |
| BY: |
| SCALE: AS SHOWN |
- FILE NO. 1031
- Sheet
- 2
- of 4
- X:\Current Projects\CP230025 - Bear Creek Pedestrian Bridge\3 - Design\Drawing\1031.dwg
- Plot Date: September 19, 2024



1

DEMOLITION AND CONSTRUCTION PLAN

SCALE: 1" = 10'-0"

NO.	DATE	BY	REVISION MADE
	xx/xx/xx	-	-

Underground Service Alert
TWO DAYS BEFORE YOU DIG
Call : TOLL FREE 1 (800) 642 - 2444

NOTE:
ALL REFERENCES AND WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE SITE. ANY DISCREPANCY SHALL BE BROUGHT TO NOTICE OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF ANY WORK.

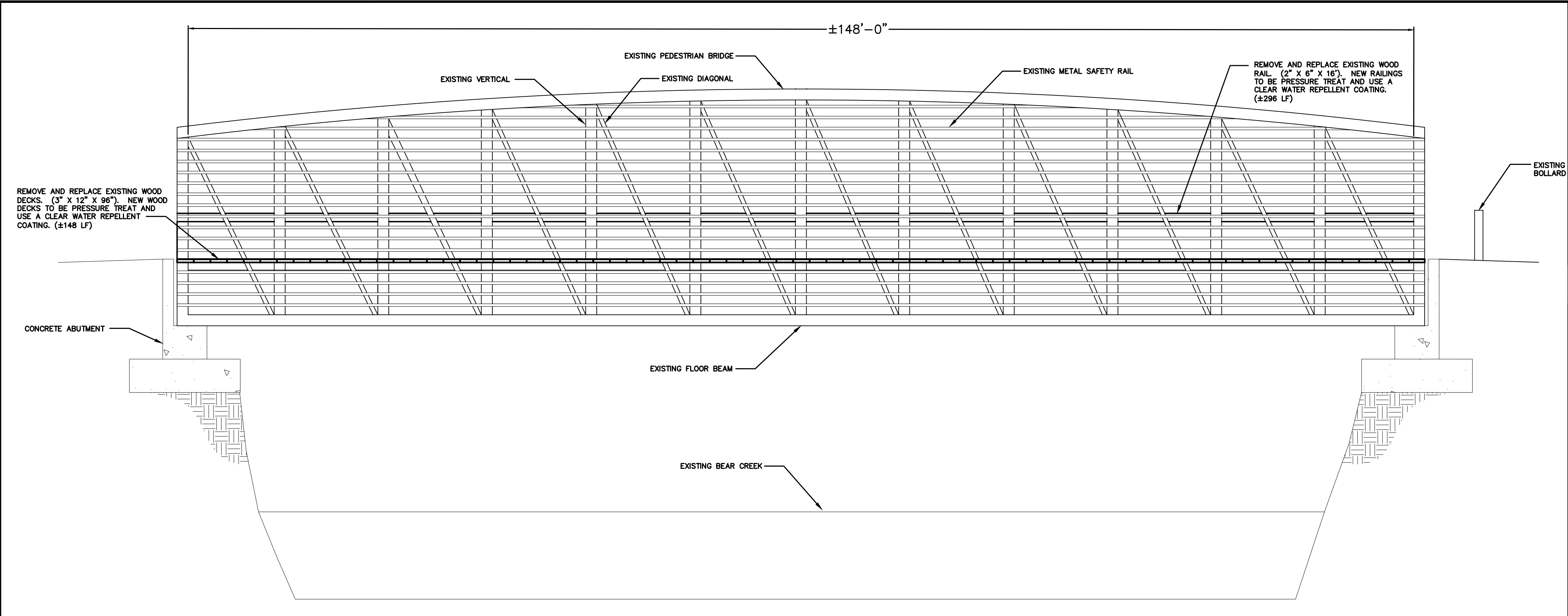
City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICE
ENGINEERING PROJECTS AND STANDARDS
678 W. 18th Street (209) 385-6846

CONSTRUCTION / DEMOLITION PLAN

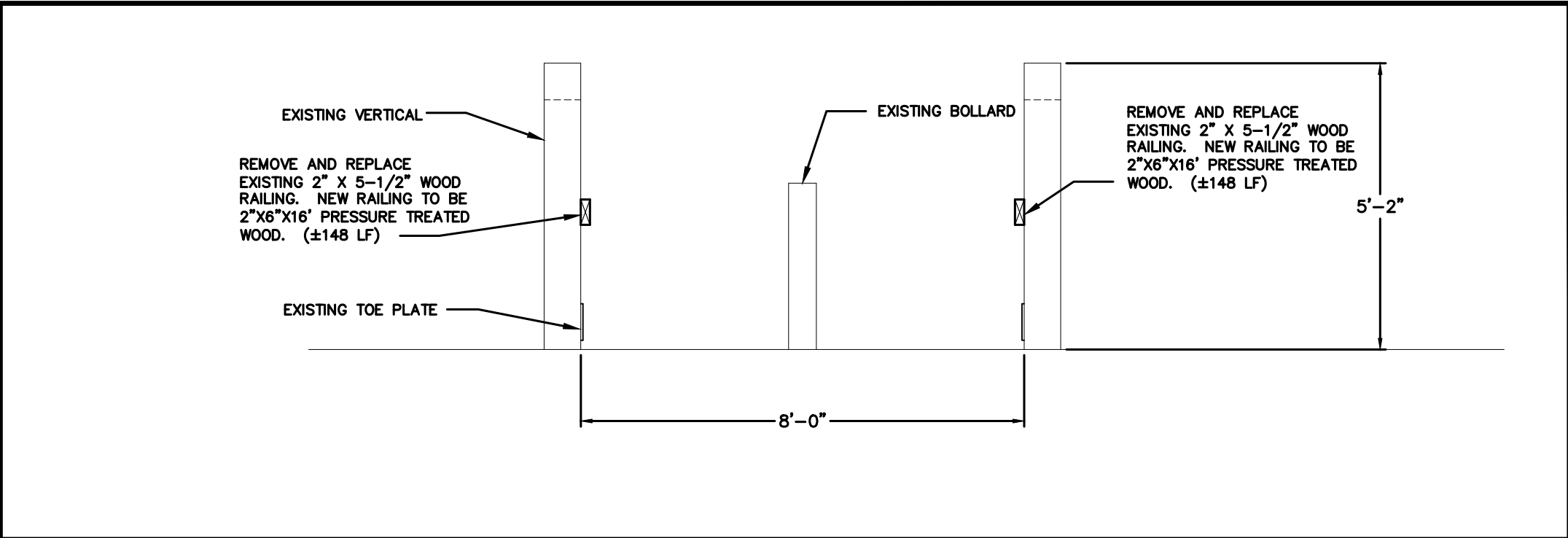
PROJECT NO. CP230025
BEAR CREEK PEDESTRIAN BRIDGE

DESIGNED BY: A VANG
DATE: 08/02/2024
CH. BY: ENGR DEPT
DATE: AUGUST 2024
REV DATE: xx/xx/xx
SCALE: AS SHOWN

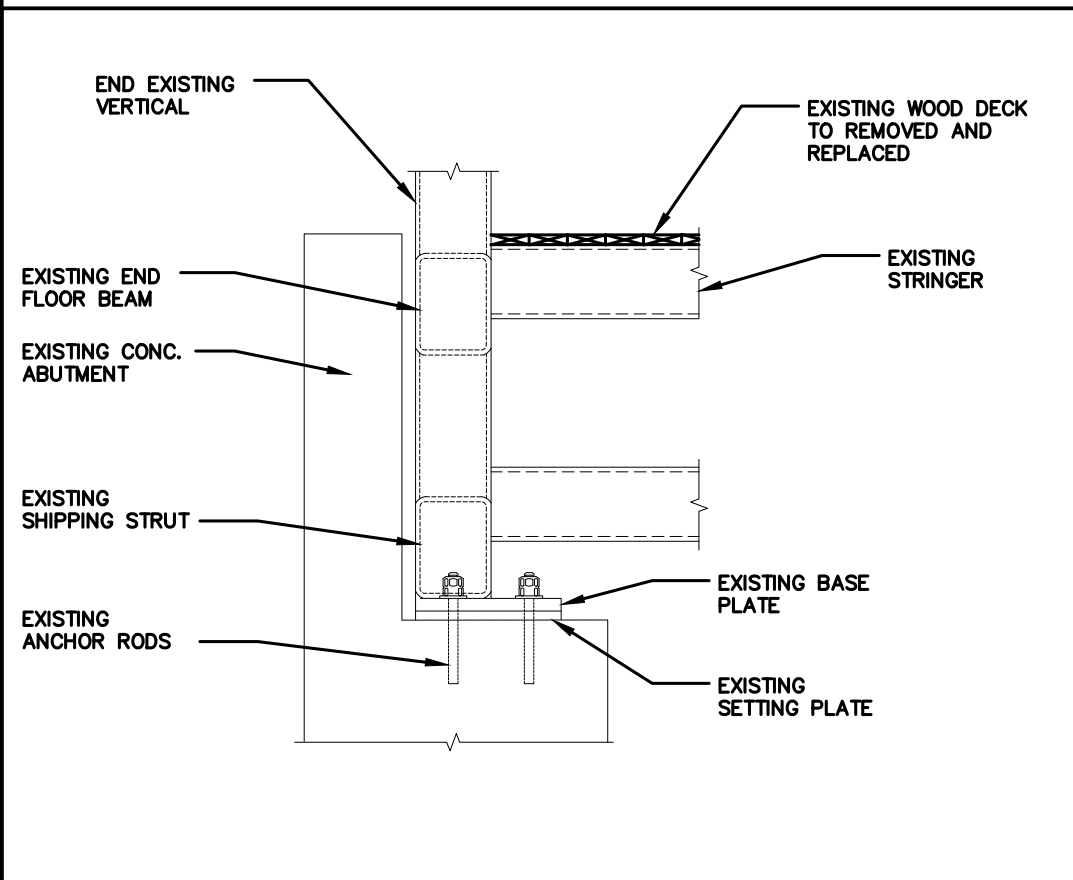
FILE NO. 1031
Sheet
3
of 4



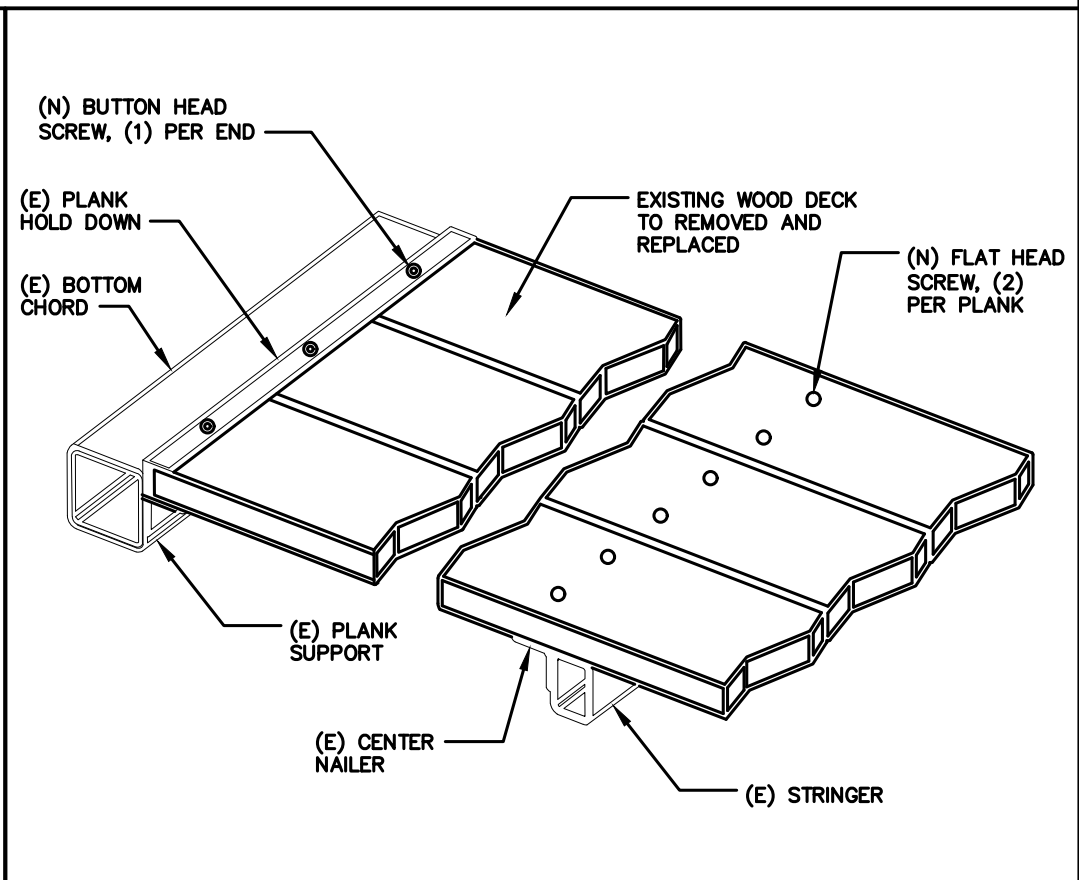
1 ELEVATION
SCALE: NOT TO SCALE



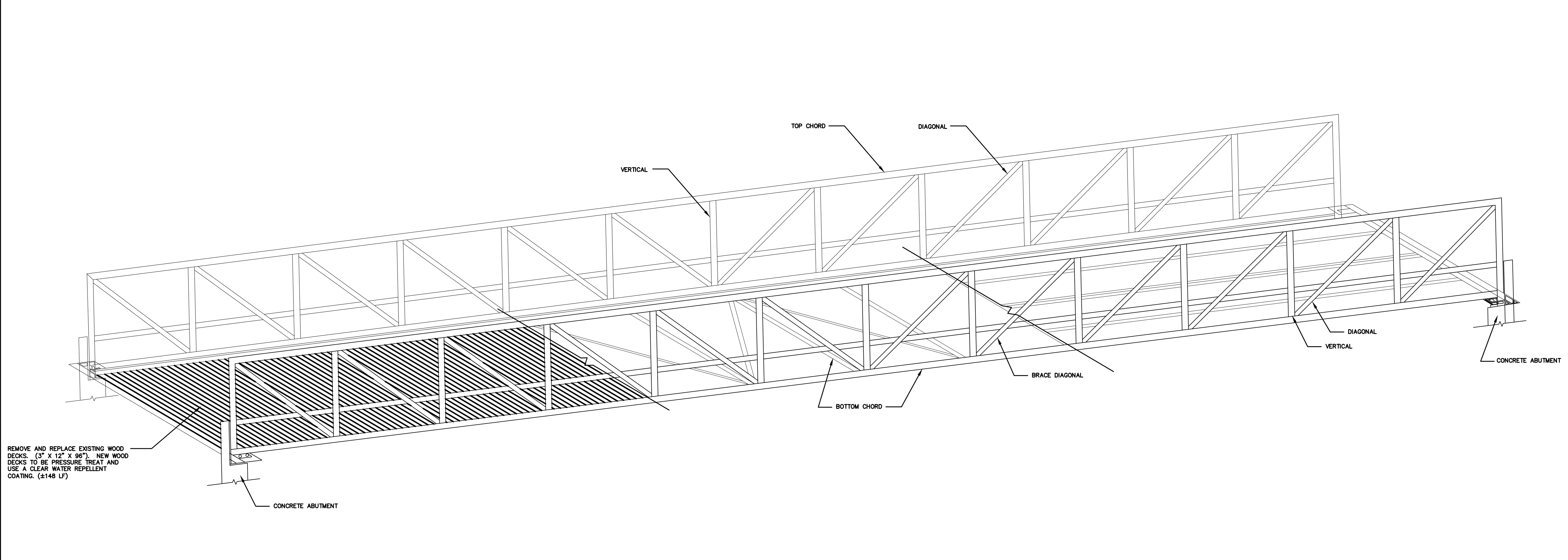
2 ELEVATION
SCALE: NOT TO SCALE



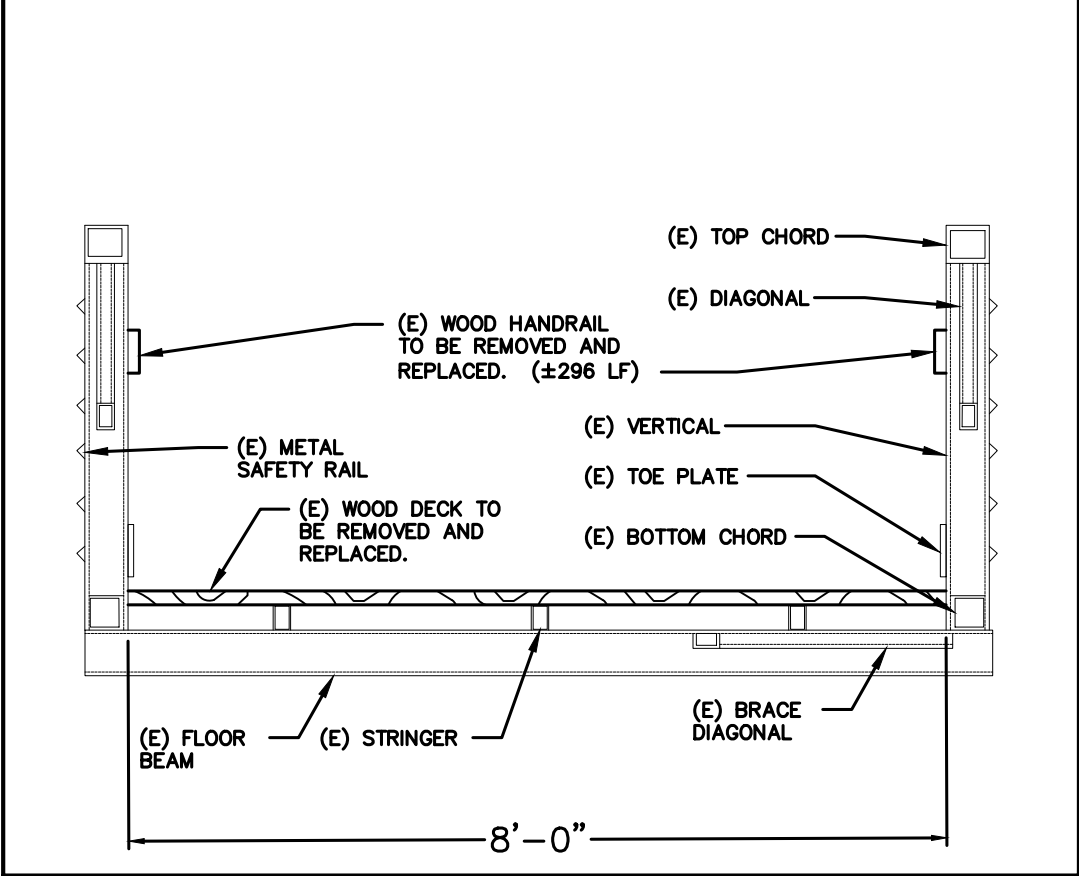
3 BEARING SIDE VIEW
SCALE: NOT TO SCALE



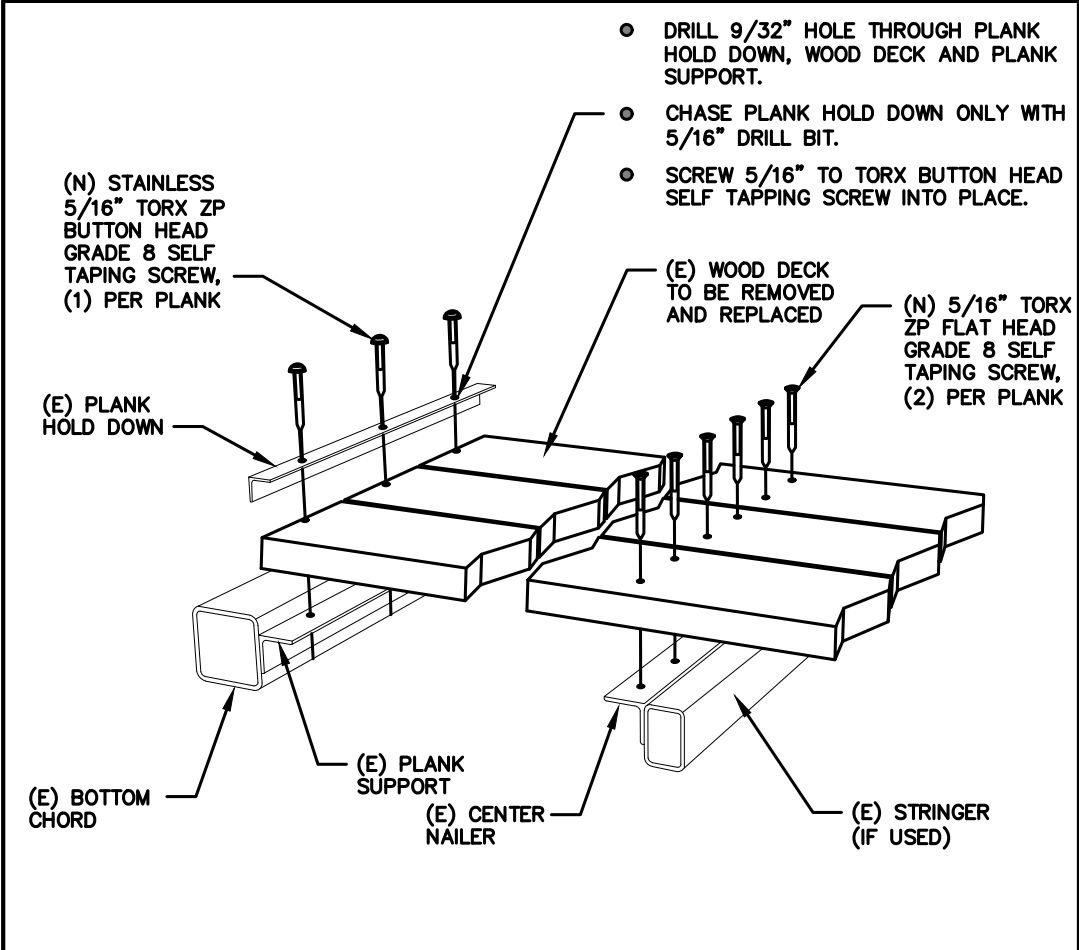
4 WOOD DECK DETAIL
SCALE: NOT TO SCALE



5 3D VIEW OF PEDESTRIAN BRIDGE
SCALE: NOT TO SCALE



6 SECTION VIEW
SCALE: NOT TO SCALE



7 CENTER NAILER ATTACHMENT @ FIELD SPLICE
SCALE: NOT TO SCALE

NO.	DATE	BY	REVISION MADE
1			
2			
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Underground Service Alert

TWO DAYS BEFORE YOU DIG

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 **City of Merced**
"Gateway to Yosemite"

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ELEVATION AND DETAILS

PROJECT NO. CP230025
BEAR CREEK PEDESTRIAN BRIDGE

DESIGNED BY: A VANG
DATE: 08/02/2024
CH. BY: ENGR DEPT
DATE: AUGUST 2024
REV DATE: XX/XX/XX

FILE NO. 1031
Sheet
4
of 4

SCALE: AS SHOWN