

PART VI SPECIAL CONDITIONS

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**PART VI
SPECIAL CONDITIONS**

SC-1 INSURANCE

A. Contractor shall, at its expense, procure and maintain insurance provided by insurance companies with an A.M. Best's Insurance Rating of "A:VII" or better on all of its operations under this Contract for the duration of the Project and the warranty period, except for the liability insurance for the Products-Completed Operations Hazard as specified in Subsection A.2, as follows:

1. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's Liability Insurance shall be provided in amounts not less than \$1,000,000 per accident, \$1,000,000 per each employee for disease, and \$1,000,000 policy limit.

The insurer shall waive all rights of subrogation against the District, its officers, directors, and employees.

2. General Liability Insurance: Contractor shall carry general liability insurance covering all operations by or on behalf of Contractor for the following limits of liability:
 - a. Minimum combined single limit of liability of \$2,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damage;
 - b. Minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability;
 - c. Minimum limit of liability of \$2,000,000 each occurrence for products/completed operations liability;
 - d. General aggregate limit of not less than \$2,000,000, which shall be provided on a per project basis.

Contractor's General Liability Insurance shall be written on an "occurrence" form and provide coverage at least as broad as the most recent version of Insurance Services Office Commercial General Liability form CG 0001.

Coverage shall include, or be endorsed to include:

- a. Coverage for personal injury liability assumed under contract;
- b. Liability arising out of the use and operation of any District-furnished equipment by the Contractor, its personnel and others;
- c. XCU coverage for claims arising from explosion, collapse and underground damage;
- d. Accidental spillage, cleanup and other related costs;

- e. Contractual liability coverage for all oral and written contracts including indemnity provisions contained herein;
- f. Cross Liability and Severability of Inter

The District, its officers, directors, and employees shall be named as additional insureds on the Contractor's policies by a provision or endorsement providing coverage at least as broad as Insurance Services Office's Additional Insured - Owners, Lessees, or Contractors (Form B) endorsement Number CG 2010 11/85.

The required additional insured coverage for the District shall be primary and specify that any other insurance or self-insurance maintained by the District shall not be called upon to contribute with Contractor's insurance.

Contractor shall maintain liability insurance for the "Products-Completed Operations Hazard" for three (3) years following completion of Contractor's work under this Contract and acceptance by the District. Contractor shall provide updated Certificates of Insurance to the District during these subsequent three (3) years as evidence of continued coverage.

- 3. Automobile Liability Insurance: The Contractor shall carry Automobile Liability Insurance at least as broad as the most recent version of Insurance Services Office Business Automobile Liability (form Number CA 0001) on all owned, non-owned, and hired autos, with a single limit for bodily injury and property damage of \$2,000,000 per occurrence. The coverage shall remain in force during the warranty period. The policy shall also include liability arising out of the use and operation of District-furnished vehicles by the Contractor, its personnel, and others.

B. The following provisions shall also apply:

- 1. Each required insurance policy shall be endorsed to state that coverage shall not be canceled or reduced without thirty (30) days' prior written notice to the DISTRICT. Ten (10) days' notice shall be provided for cancellation for nonpayment of premiums.
- 2. Deductibles shall not exceed \$5,000 per occurrence with a deductible aggregate of \$5,000. The Contractor shall be solely responsible for payment of deductibles.
- 3. CONTRACTOR shall furnish the DISTRICT with original, signed certificates and original, signed amendatory endorsements. All such certificates and endorsements shall be received and reviewed by the DISTRICT before any work begins under this agreement. The certificates and amendatory endorsements shall be signed by an individual who is authorized to sign on behalf of the insurer covering the CONTRACTOR.
- 4. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies at any time.
- 5. CONTRACTOR shall include all SUBCONTRACTORS as insureds under its policies or shall cause each SUBCONTRACTOR employed by CONTRACTOR to purchase

and maintain insurance of the types and limits specified in this section. Upon the DISTRICT's request, CONTRACTOR shall furnish copies of certificates and endorsements evidencing coverage for each SUBCONTRACTOR.

6. All insurance correspondence, notices, certificates, and endorsements shall each separately reference "All DISTRICT Operations" or "All DISTRICT Projects."
7. In the event CONTRACTOR fails to comply with this Section, the DISTRICT may take such action as the DISTRICT deems necessary to protect the DISTRICT's interest. Such action may include but is not limited to termination of the Contract, withholding of payments, or other actions as the DISTRICT deems appropriate.

SC-2 BEGINNING AND PROSECUTION OF THE WORK

Contractor shall be authorized to begin work upon receipt of the Notice to Proceed and shall begin work within ten (10) calendar days from said receipt. Submittal preparation shall count as commencing work. Contractor shall diligently prosecute the work to completion with the time of performance provided in Part VI, Special Conditions, Section SC-6, Substantial Completion and Project Milestones.

Contractor shall notify the District in writing of its intent to begin work at the site at least one working day before work is actually begun. Contractor shall also promptly notify the District of any Contractor-initiated suspensions and resummptions of work during the contract period, allowing as much advance warning as possible. The notice to resume work shall be given to the District not less than one working day in advance of resuming work.

Contractor shall prosecute the work with sufficient forces, construction plant, and equipment and shall work such hours, including extra shifts and overtime operations as may be necessary to ensure the completion of the work in accordance with the construction schedule and specified time of performance.

If at any time during the progress of work, the Contractor's actual progress, as determined by the District, is inadequate to meet the requirements of the Contract, the District may notify the Contractor of such imminent or actual noncompliance with the Contract. The Contractor shall thereupon take such steps as may be necessary to improve its progress including, but not limited to, an increase in the labor force, the number of shifts, and/or overtime operations, days of work and/or the amount of construction equipment, all without additional cost to the District. Neither such notice by the District nor the District's failure to issue such notice shall relieve the Contractor from its obligations to achieve the quality of work and rate or progress required by the Contract.

Failure of the Contractor to comply with the instructions of the District under these provisions may be grounds for determination by the District that the Contractor is not prosecuting work with such diligence as will assure completion within the times specified. Upon such determination, the District may terminate the Contractor's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with Part V, General Conditions, Section GC-15, Termination of Right to Proceed, herein. Said termination shall be without prejudice to any other remedies available to the District.

SC-3 HOURS OF WORK

- A. Hours of Work: Hours of work shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.
- B. Weekend Work: No work shall be done on weekends unless specifically authorized by the District.
- C. Night Work: Night work shall not be allowed except under special circumstances. The Contractor may be permitted to work at night with approval of the District, in order to maintain the required progress or protect the work from the elements. The Contractor may also be required to prosecute the work at night if, at any time, the District shall deem it necessary for the progress of the work or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the District. When required by the District, the Contractor will be compensated in accordance with Part V, General Conditions, Section GC-30, Extra Work Payment. However, if the Contractor is required to work at night or on weekends to meet the time limits contained in the construction schedule and is not pursuing the work diligently, no additional compensation will be allowed.

Should any of the work be performed at night or where daylight is obscured or too dark, the Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily, and safely, and to permit thorough inspection. The access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in accordance with all applicable standards, securely fastened in place at all points, and shall be kept as far as possible from other electrical wires, telephone wires, signal wires, and wires used for firing blasts. For night work, if any be performed, the Contractor shall employ a crew organized and prepared for regular and continuous night work.

SC-4 BASIS OF PAYMENT

Contractor's attention is directed to Section 01 20 50, Measurement and Payment, of Part VII, Technical Specifications, for basis for payment and other payment information.

SC-5 LIQUIDATED DAMAGES

The time limits stated in the Contract are of the essence. It is agreed by the parties to the Contract that in case all the work called for under the Contract is not substantially completed before or upon the expiration of the time limits set forth in the Contract, damage will be sustained by the District, and that it is and will be impracticable to determine the actual damage which the District will sustain in the event of and by reason of such delay.

It is therefore agreed that Contractor shall pay to the District the following amount per day for each calendar day in excess of each milestone completion date required by the Contract, and the date the District deems the milestone work to be completed by the Contractor:

<u>MILESTONE</u>	<u>LIQUIDATED DAMAGE</u>
1 – Onsite Heavy Equipment Work	\$300/day
2 – Substantial Completion	\$300/day

It is further agreed that the amounts stipulated are reasonable estimates of the damages that would be sustained by the District and Contractor agrees to pay such liquidated damages as herein provided as liquidated damages and not as penalty. In case the liquidated damages are not paid, Contractor agrees that the District may deduct the amount thereof from any money due to or that may become due Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount from Contractor or its surety.

The assessment of liquidated damages under this provision shall not preclude recovery by the District of other damages subject to reasonable quantification, including consequential damages. Consequential and other damages not provided for by this liquidated damages provision may include, but are not limited to, first- and third-party claims for personal injuries and/or property damages, inverse condemnation, environmental claims, or regulatory fees or fines imposed in whole or in part due to Contractor's acts or failures to act.

SC-6 SUBSTANTIAL COMPLETION AND PROJECT MILESTONES

<u>MILESTONE</u>	<u>COMPLETION DATE</u>
1 – Onsite Heavy Equipment Work	April 15, 2024
2 – Substantial Completion	June 1, 2024

Milestone 1 – Onsite Heavy Equipment Work

The Onsite Heavy Equipment Work milestone will be deemed complete when all work associated with the following Bid Items is complete and no work requiring heavy equipment remains on the Project site beyond the limits of the parking lot area and adjacent sidewalk/path:

- Bid Item 2: Demolition
- Bid Item 3: Earthwork and Rough Grading
- Bid Item 4: Rock Mulch and Cobble Placement
- Bid Items 5-7: Boulder Placement
- Bid Item 8: Permeable Pathway
- Bid Item 9: Pedestrian Boardwalks
- Bid Item 12: Prefabricated Restroom Preparation/Coordination
- Bid Item 14: Electrical (all underground portions and other portions requiring machinery)
- Bid Items 15-16: Underground Utilities
- Bid Item 17: Christmas Tree
- Bid Items 18-19: Rain Tanks

The primary intent of this milestone is to turn the site over to the California Conservation Corps and other party to begin Project planting work within the planting season to ensure plant health and establishment.

The following work may take place after Milestone 1 has been completed:

- Bid Item 1: Mobilization, Demobilization and Construction Coordination (minor demobilization and construction coordination only)

- Bid Item 10: Permeable Parking Lot
- Bid Item 11: Curb and Curb Ramp Installations
- Bid Item 14: Electrical (any above ground finish work and connections not requiring machinery)
- Bid Item 20: Solar Streetlights
- Any finish work, minor above-ground work, connections work, punchlist work, and other work that does not utilize heavy machinery, have the potential of disturbing the site or planting operations in any way.

Any of the above work not completed by the required completion date shall be coordinated and shall not interfere with planting and other work performed by others.

Milestone 2 – Substantial Completion

When construction is sufficiently complete in accordance with the Contract so that the District can occupy or utilize all portions and all systems of the work for all of the uses for which said work was intended or turn the completed site over for final remaining Project work, and when Contractor has furnished the "as-built" drawings, operations and maintenance manuals, test and compliance certificates, equipment and system warranties, and all other documents required by the Contract, the work will be considered substantially complete.

When the Contractor considers that the work is substantially complete, the Contractor shall request an inspection for substantial completion. When the District determines, on the basis of the inspection, that all portions and all systems of the work are substantially complete, the District will prepare a Certificate of Substantial Completion that will establish the date of substantial completion of the work; shall state the responsibilities of the District and the Contractor for security, maintenance, operation, and insurance; and shall list the items remaining to be completed or corrected. Failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract.

The District will have the right to restrict Contractor's use of the occupied portions of the work after the date of substantial completion, but the District will allow the Contractor reasonable access to complete or correct items required by the Contract.

The issuance of the Certificate of Substantial Completion for the work shall not relieve the Contractor of its obligation to promptly remedy any omissions and latent or unnoticed defects in the work covered by the Certificate of Substantial Completion.

A Certificate of Substantial Completion will not constitute acceptance of the work. A Certificate of Substantial Completion will fix the date for lowering the amount of liquidated damages to the value specified in the Contract for the period after substantial completion and before completion.

SC-7 SHUTDOWNS AND CONNECTIONS

The Contractor shall, at all times, conduct its operation so as to interfere as little as possible with existing District facilities and/or processes.

The Contractor shall connect to existing facilities and/or processes as necessary to complete the Project. The Contractor shall give five (5) working days' advance notice and receive prior written approval from the District for all connections to existing facilities and/or processes,

whether such connections are “live” or “inactive.”

All work on connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing facilities for the shortest possible time when the demands on the facilities best permit such interference. In some cases, it may be necessary to work outside of normal working hours to meet these requirements. Before starting work that will interfere with the operation of existing facilities, the Contractor shall do all possible preparatory work and shall see that all tools, materials, and equipment are made ready and located at the job site. No connections shall be made without the District’s prior approval.

SC-8 USE OF COMPLETED PORTIONS OF WORK

Whenever, as determined by the District, any portion of work performed by Contractor is in a condition suitable for use, the District may take possession of or use such portion. The primary purpose of such use will be for turning the area over for planting and other work to be performed by others.

Such use by the District will in no case be construed as constituting final acceptance and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the District of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to the District, the District will have the right to continue such use until such portion of work can, without injury to the District, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract, provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed four months unless otherwise mutually agreed upon in writing between the parties. The completion of corrections or replacements shall occur before acceptance of the Contract, unless otherwise mutually agreed upon in writing between the parties.

SC-9 SPECIAL SAFETY PRECAUTIONS

Contractor is hereby informed that work on this Project could be hazardous. Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property.

CONTRACTOR IS ADVISED THAT THE WORK WILL BE PERFORMED IN A PUBLIC AREA ADJACENT TO OPERATIONAL PUBLIC PARK FACILITIES AND A PUBLIC ROADWAY. CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO PROTECT THE PUBLIC.

SC-10 CONTRACTOR FACILITIES

Contractor shall, at all times, maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. The Contractor shall, as a minimum, conduct daily inspections to verify that requirements of this Section are being met.

The job site is located adjacent to a public park, golf course and businesses. Contractor shall take reasonable precautions so as to not disturb the nearby businesses and park.

District dumpsters and other disposal containers located near the site shall not be used by the Contractor.

Contractor's attention is directed to Section 01 52 00, Construction Facilities, of Part VII, Technical Specifications, regarding temporary facilities at the job site.

SC-11 SECURITY

The work site is located in a populated downtown area frequently visited by members of the public. It is also adjacent to a public park and golf course. Contractor shall maintain the sole responsibility for securing the site to protect Project work, secure materials and equipment, and protect the safety of the public. The Contractor shall be solely responsible for remedying any losses, damages or issues due to Contractor's failure to appropriately secure the site.

Contractor's attention is directed to Section 01 52 00, Construction Facilities, of Part VII, Technical Specifications, regarding other site security requirements.

SC-12 STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall, at its expense, store and maintain all materials and equipment as specified in the Contract or, where not specified, in such a manner as to assure the preservation of their quality and fitness, including warehousing if required by the District, and so as to facilitate job-site safety and convenient inspection by the District. The Contractor shall not dispose, remove, or otherwise encumber any of the materials or equipment so stored except as authorized in writing by the District.

The Contractor shall be responsible for, and shall bear any and all risk of loss of, or damage to, any work and all materials and equipment until final acceptance under the Contract, unless such loss or damage results from the active negligence of the District or any act of God as defined herein.

SC-13 NOT USED

SC-14 NOT USED

SC-15 DISTRICT-FURNISHED MATERIALS OR EQUIPMENT

The following listed materials or equipment will be furnished to the Contractor by the District without charge. All other materials or equipment necessary and required for the work under this Contract, including bolts, nuts, gaskets, and miscellaneous items, shall be furnished by the Contractor.

<u>Item</u>	<u>Scheduled Delivery Date</u>
Prefabricated Restroom	March 2024

As detailed in the Drawings, the Contractor and the manufacturer of the Prefabricated Restroom

each have individual responsibilities regarding delivery, installation, testing, and acceptance of the materials or equipment, which must be carefully coordinated to assure successful completion.

The Contractor shall, as the principal on-site party, be responsible for coordinating and preparing the Project site for manufacturer's delivery/setting of the Prefabricated Restroom. The Contractor shall also be responsible for informing the manufacturer of the progress of the work and factors affecting the scheduling of required visits to the site by the manufacturer's field representative.

Once the manufacturer has set the Prefabricated Restroom and performed all related appurtenant work, the District will take control of the Prefabricated Restroom. The Contractor will be responsible for making the final connections and for protecting the Prefabricated Restroom from damages until all Contractor's work is complete. Any damages caused by the Contractor's work shall be repaired at the sole cost of the Contractor.

Contractor will not be responsible for manufacturer delivery delays beyond the Scheduled Delivery Date; however, Contractor will be held responsible for any delays, and related costs, of the manufacturer's scheduled delivery date that are a result of the Contractor not having the site timely prepared for Prefabricated Restroom delivery.

SC-16 ACCESS AND COOPERATION

The Contractor's attention is drawn to the fact that during the course of the work of this Contract, the adjacent well house facilities will be used and maintained by District's personnel. The Contractor shall coordinate its work in such a way as to interfere as little as possible with the routine work of existing facility operation consistent with the necessity for making the connections as specified and as shown on the Project Drawings. The Contractor shall provide safe access at all times to all existing facilities for operating personnel and equipment.

The Project site is adjacent to a roadway and parking lot for public park facilities and a golf course. Contractor's work shall not block or interfere with continued access or use of said facilities. The Contractor shall conduct its operations as not to close or obstruct any portion of any road unless permits therefor have been obtained from Tuolumne County and permission has been granted by the District and the Golf Course. If any of the above are required to be kept open and are damaged or rendered unsafe by the Contractor's operations, the Contractor shall, at its expense, make such repairs and provide such temporary guards, bridges, lights, and other signals as necessary or required for public safety and as will be acceptable to the authorities having jurisdiction thereof.

The Drawings indicate Project work to be performed by others. The Contractor shall provide access to areas of the site that are ready for other work to be performed and shall cooperate with other parties performing said work.

SC-17 PROTECTION AND RESTORATION OF PROPERTY

Contractor shall take all measures necessary to protect all existing facilities, including but not limited to existing transformers, neighboring parking lot and landscaping, District well facilities, existing utilities, existing fencing, fire hydrants and other improved property. Damage to any property or facilities resulting from Contract work shall be repaired by the Contractor, at its sole

cost. In as much as it is reasonably possible, Contractor, at its sole cost, shall restore the area affected by Project work to its condition prior to construction.

Care shall be exercised by the Contractor to prevent damage to adjacent walks, streets, culverts, and gutters; where equipment will pass over these obstructions, suitable planking shall be placed.

Fences that interfere with any work may, upon prior written approval of the District, be removed by the Contractor but must then be restored to their original condition prior to final acceptance. Such removing and restoring shall be by and at the expense of the Contractor.

The Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises, which, as determined by the District, do not reasonably interfere with the performance of work. The Contractor will be held responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by the Contractor.

SC-18 STORM WATER POLLUTION PREVENTION

Contractor shall implement any best management practices necessary to ensure no contamination of the adjacent creek.

In addition to the above, Contractor shall take the following measures:

A. General

1. **Prevention:** The Contractor shall prevent the pollution of storm drain systems and creeks on or near the construction Project site(s) resulting from the construction. The Contractor shall keep pollutants out of storm drains by reducing the possibility of accidental discharge of materials and wastes, by reducing erosion and sedimentation, and by any action as required. The Contractor shall train all employees and subcontractors on the storm water pollution prevention requirements contained in these Specifications and ensure that all employees and subcontractors are aware of the consequences as described in paragraph A.3. below. The Contractor shall include appropriate subcontract provisions to ensure that these requirements are met by all subcontractors.
2. **Notification:** If the Contractor causes or permits the spillage or overflow of any oil, or petroleum product, hazardous substance, contaminant, waste or wastewater, including overflows or releases of untreated or treated (partially or fully) wastewater, and backups into buildings and on private property, the Contractor shall notify the District as soon as possible to the extent notification can be provided without substantially impeding cleanup or other emergency measures. In no event shall such notification be later than one (1) hour after knowledge of the occurrence.

3. Cleanup: Immediately upon gaining knowledge of such spillage, overflow, or discharge, the Contractor shall eliminate the cause of the spillage, overflow, or discharge and take action to minimize any damages. The Contractor shall also immediately implement a cleanup program. The cleanup, including sampling and testing required by regulatory agencies to determine the nature and level of contamination, shall be performed and completed to the satisfaction of the various regulatory agencies involved and the District, at the expense of the Contractor. If the Contractor's response is not satisfactory to the District, the District may, at its own discretion, mobilize to eliminate the cause of the overflow and implement a cleanup program, including any necessary sampling and testing. District costs of cleanup efforts shall be at the Contractor's expense and collected at the discretion of the District. Any fines, penalties, and/or subsequent actions imposed upon the District and/or the Contractor by regulatory agencies related to the spillage, overflow, or discharge and any subsequent monitoring, testing, and reporting, as required by regulatory agencies, shall also be at the expense of the Contractor. The Contractor shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site. The quantity of cleanup materials shall be appropriate in consideration of the risk of an occurrence of a spill, overflow, or discharge.

B. Management of Nonhazardous Material and/or Waste

1. Designated Area: The Contractor shall propose designated areas of the Project site, for approval by the District, suitable for material delivery, storage, and waste collection that to the maximum extent practicable are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
2. Backfill or Excavated Material: The Contractor shall not allow backfill or excavated material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the Contractor may be required to cover such material with a tarpaulin and to surround the material with sand bags.
3. Disposal: At the end of each working day, the Contractor shall collect all scrap, debris, and waste material, and dispose of such materials properly. The materials may be stored in the Contractor's yard in stockpiles or placed in dumpsters. The Contractor shall inspect dumpsters for leaks and replace or repair dumpsters that leak. The Contractor shall not discharge water from cleaning dumpsters on site. The Contractor shall arrange for regular waste collection before dumpsters overflow.

C. Management of Hazardous Material and/or Waste

1. Storage: The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels, and all hazardous wastes, such as waste oil and antifreeze, in accordance with all applicable state and federal regulations. The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. All such materials and wastes shall be covered, as needed, to avoid rainwater becoming polluted with hazardous constituents, which could result in potential management of collected rainwater as hazardous waste. The Contractor shall keep an

accurate, up-to-date inventory, including Material Safety Data Sheets (MSDS), of hazardous materials and hazardous wastes stored on site.

2. Usage: When rain is forecast within 24 hours or during wet weather, the Contractor shall refrain from applying chemicals in outside areas. The Contractor shall follow material manufacturer's instruction regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. The Contractor shall post warning signs in areas treated with chemicals.
3. Disposal: The Contractor shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The Contractor shall dispose of hazardous waste in accordance with Part V, General Conditions, Section GC-25, Contaminated Soil/Materials. The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials. The Contractor shall report any hazardous material spills to the District in accordance with paragraph A.2 above.

D. Vehicle/Equipment Cleaning, Maintenance, and Fueling

1. General: The Contractor shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.
2. Cleaning: The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off site into streets, gutters, storm drains, or creeks. Soaps, solvents, degreasers, steam-cleaning equipment, or equivalent methods shall not be allowed.
3. Maintenance and Fueling: The Contractor shall perform maintenance and fueling of vehicles or equipment in areas that will not allow run-on of storm water or runoff of spills to storm drains and that provide for confined cleanup. Examples are working in bermed areas or utilizing drip pans. The Contractor shall not contaminate the soils or groundwater with such maintenance and fueling activities.

The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured, and shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in paragraph C.3 above.

G. Concrete, Grout, and Mortar Waste Management

1. Concrete Truck/Equipment Washout: The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks. The Contractor shall perform washout of concrete trucks or equipment off site or in a designated area on site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the Contractor shall collect the wash water and remove it off site.

2. Exposed Aggregate Concrete Wash Water: The Contractor shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, the Contractor shall filter the wash water through straw bales or equivalent material before discharging to a storm drain. The Contractor shall collect sweepings from exposed aggregate concrete for disposal.