

Addendum #2: Final Questions and Clarifications on IFB Construction Services for Transit Center Improvements October 24, 2019

Q1: Are the 2 bike racks and bike repair station supplied? If not is the any details and or specifications available?

A1: No, the two bike racks and bike repair station must be supplied by the general contractor. The Manufacturer's Information Packet that includes cut-sheets for the four passenger shelters, two bike racks (sample from Peak Racks), bike repair station (sample from Dero Fixit), LED signs, ticket vending machine, etc. are attached to this addendum.

Q2: Is the quantity for the bike racks correct at (4)?

A2: No, the general contractor will remove and dispose of the two existing bike racks, and install two new bike racks. See Drawing No. C2.1 for details.

Q3: Will there be a bid item for Demo of existing structures?

A3: Bid Item 5A has been added. Please utilized the revised Bid Form. Contactor to remove and dispose of all existing structures identified on Drawing C2.1.

Q4: Will specs and details be available for the owner provided equipment?

A4: Please see the attached Manufacturer's Information Packet.

Q5: Are liquidated damages included in this procurement?

A5: Liquidated Damages will be assessed at \$500 per the specification.

Q6: The Bid Item description for SWPPP states we are to develop a SWPPP. I assume this is not the case but please clarify that based on the size and scope of project that a SWPPP/NOI/WDID are not required.

A6: A SWPPP will not be required but the Contractor will be required to implement BMPs to address stormwater runoff.

Q7: Please provide an engineer's estimate (If not we will need to base our bid bond on a price that could vary greatly from our actual bid).

A7: As indicated in Addendum #1, the Engineer's Estimate is \$158,000, not including permitting, testing or inspection fees.

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo Q8: Please confirm that only sheets 169-178 should be returned with our bid. No additional sheets are required to be turned in on bid day.

A8: Yes, pages 169-178 should be submitted, as well as the upper half of page 194 under the "DBE UTILIZATION FORM" section. The successful bidder will be required to clarify and re-submit page 194 in its entirety as part of the Agreement with the RTA beginning on page 179.

- Q9: Is an SWPPP QSP necessary for this size of project?
- A9: See answer to question #6 above.
- Q10: What is the specification/ manufacturer on bike rack?
- A10: See the answer to question #1 above.
- Q11: What is the specification/ manufacturer on bike repair station?
- A11: See the answer to question #1 above.

Q12: Confirm that construction permit is by RTA and GC is only responsible for the encroachment permit.

A12: That is correct.

Q13: The scale appears to be off on the plans. Sheet C2.1 states the scale is 1"=10" however if I scale a dimensioned item on the plans it is clearly at 1"=5'. Which is noted on Sheet C2.2. Please confirm.

A13: That is correct – the scale on page C2.1 should show 1''=5'.

Additional Information

Please find attached the License Agreement between the RTA and the County. This defines the working relationship between the RTA and the County. Contractor to complete project in accordance with this agreement.

Firm ID DBA Name	Address	City	State Zip	Zip EMail
42783 WEST PACIFIC ELECTRIC COMPANY	20071 W GLENDALE AVENUE	LEMOORE	CA	93245 westpacificelectricco@gmail.com
36494 B. L. EQUIPMENT RENTAL AND SUPPLY	2725 W. CHERRY COURT	VISALIA	CA	93277 blequipment@aol.com
45356 FAST TRACK ENGINEERING	5835 W VINE AVE	VISALIA	CA	93291 FSTRACKINC@GMAIL.COM
447 K R C SAFETY CO. INC.	7821 WEST SUNNYVIEW	VISALIA	CA	93291 gary c@kr csafety.com
38801 PEREZ ASPHALT CONSTRUCTION LTD	2436 OAK STREET SUITE B	BAKERSFIELD	CA	93301 kelly@perezasphalt.com
41565 SAN JOAQUIN VALLEY CONSTRUCTION GROUP, LLC	P.O. BOX 2506	BAKERSFIELD	CA	93303 marvindeanllc@sbcglobal.net
38922 BLACK STONE ASPHALT CONSTRUCTION, INC.	3112 ANTONINO AVENUE	BAKERSFIELD	CA	93308 info@blackstoneasphalt.com
42672 BURTCH CONSTRUCTION	18815 HWY 65	BAKERSFIELD	CA	93308 accounting@burtchconstruction.com
41912 PRECISION GRADING & PAVING	6708 FISHBACK AVENUE	BAKERSFIELD	CA	93308 precisiongradingandpaving@yahoo.com
37265 GEMSTONE MASONRY, INC	6403 ALDERBROOK LANE	BAKERSFIELD	CA	93312 gemstonemasonryinc@bak.rr.com
13602 CALIFORNIA GRINDING SPECIALTIES, INC.	13421 SNOW ROAD	BAKERSFIELD	CA	93314 paustin@austin-enterprise.com
33837 SOLID CONSTRUCTION, INC	3017 MILDRED LN	BAKERSFIELD	A	93314 queenie_chief2003@yahoo.com
31592 J. TORRES COMPANY	P.O. BOX 41105	BAKERSFIELD	CA	93384 nicki@jtccorp.com
34994 S. CHAVES CONSTRUCTION, INC.	11545 LOS OSOS VALLEY ROAD, STE C3	3 SAN LUIS OBISPO	CA CA	93405 terri@schavesconstruction.com
38602 EDMONDS ASPHALT MAINTENANCE	3500 BULLOCK LANE #23	SAN LUIS OBISPO	CA	93406 edmondsasphalt@yahoo.com
38321 AVILA TRAFFIC SAFETY	PO BOX 2221	ATASCADERO	CA	93423 kellie@avilatraffic.com
38088 M. E. AVILA CONSTRUCTION CORPORATION	P.O. BOX 6013	ATASCADERO	CA	93423 kellie@avilaconstruction.net; mike@avilaconstruction.net
40744 G F GARCIA AND SONS, INC	1749 TORO CREEK ROAD	MORRO BAY	CA	93442 office@gfgsi.com
42865 STRUCT ONE ENGINEERING & CONSTRUCTION, INC	580 MONTEREY AVENUE	MORRO BAY	CA	93442 michael@struct-one.com
32064 PAVE-RITE CONSTRUCTION, INC.	972 RED GUM LN	NIPOMO	CA	93444 fidaniel@charter.net
42492 TAYLOR JANE CONSTRUCTION LP	427 SOUZA DR	NIPOMO	CA	93444 angie@taylorjaneconstruction.com
39134 KRITZ EXCAVATING & TRUCKING, INC.	415 VOLPI YSABEL ROAD	PASO ROBLES	CA	93446 kritztrucking@gmail.com; dianekritz33@gmail.com
24244 G SOSA CONSTRUCTION, INC	2007 PREISKER LN, UNIT A	SANTA MARIA	CA	93454 gsosainc@aol.com
43969 CENTRAL COAST TRAFFIC SAFETY, INC.	2356 TEELYNN AVENUE	SANTA MARIA	CA	93458 jose@centralcoasttrafficsafety.com
4952 FINE GRADE EQUIPMENT, INC.	41729 CIELO VISTA DR	PALMDALE	CA	93551 judy@finegradeinc.com
35956 DE ANDA COMPANY	37647 VERDE AVENUE	MADERA	CA	93638 deanda.co@gmail.com
37634 BELLAGIO CONSTRUCTION AND LANDSCAPING ENG	3 15204 E. ANNADALE	SANGER	CA	93657 bellagiolands@aol.com
29337 HUNSAKER SAFETY & SIGN, INC.	2020 N. WINERY AVE	FRESNO	CA	93703 Debbie H@hunsakersafety.com; carlosp@alertolite.com
45789 BRICK BLOCK & STONE MASONRY	82 E SUSSEX WAY	FRESNO	CA	93704 HARVEY@BRICKBLOCKSTONEMASONRY.COM
45791 GRAND BRIDGE INC	2208 W BEECHWOOD AVE	FRESNO	CA	93711 jgonzalez@grandbridgeinc.com; smourtada@grandbridgeinc.com
16345 ALERT-O-LITE, INC	2379 S G STREET	FRESNO	CA	93721 debbieh@alertolite.com
41743 QUANTUM CONSTRUCTION COMPANY	6083 NORTH FIGARDEN DRIVE # 140	FRESNO	CA	93722 david.soto@quantumconstructionco.com
39715 MASS X INC.	2524 N. FORDHAM AVENUE	FRESNO	CA	93727 massx6@hotmail.com; massx2@hotmail.com
40887 STEVE DOVALI CONSTRUCTION. INC.	8461 E. OLIVE	FRESNO	Ą	93737 dovaliconstruction@email.com

Potential DBE Firms

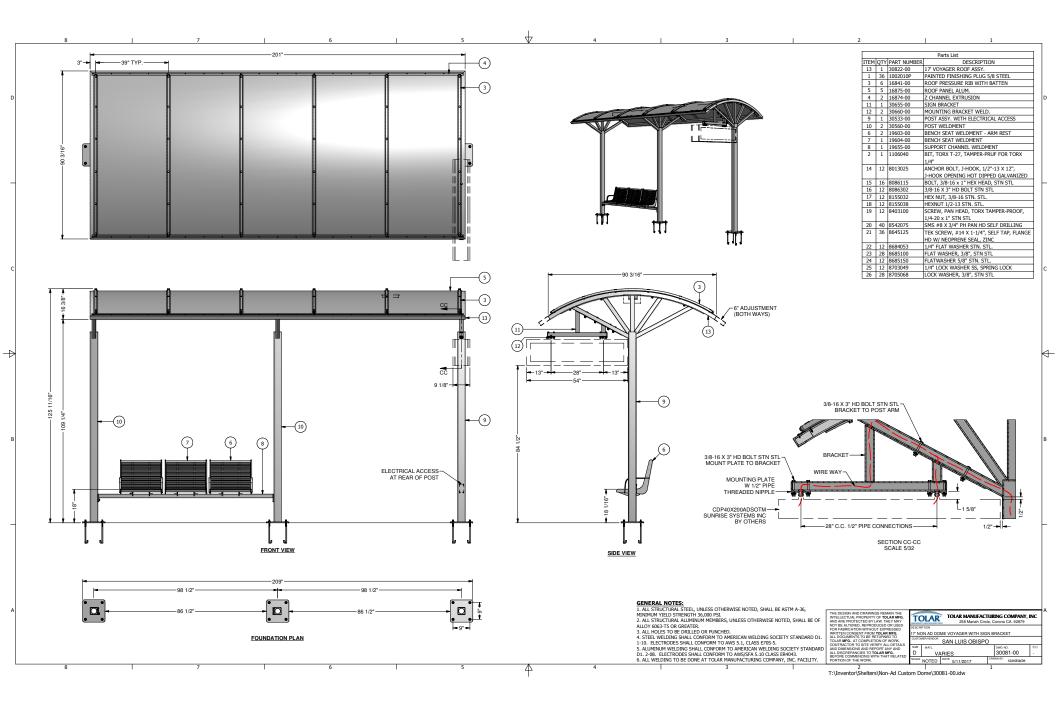
Bidder's List

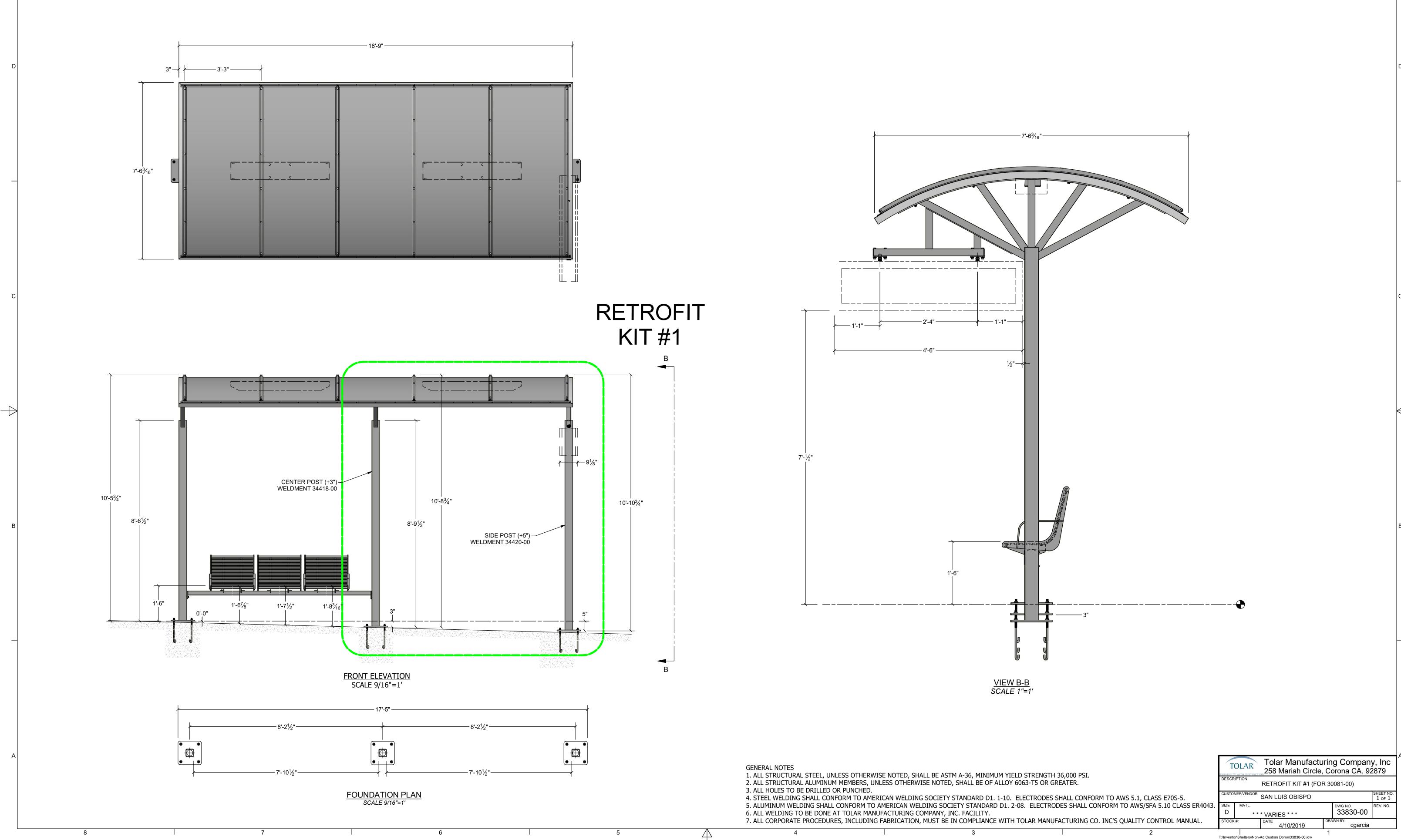
Name	Company	Email address
Scott Zimmerman	SWRCC	SZimmerman@swcarpenters.org
Jesse Bishop	CalPortland	jbishop@calportland.com
Steve Souza	Souza Construction	ssouza@souzaconstructioninc.com
Rudy Bachmann	SCI	rbachmann@specialtyconstruction.com
Pat Stanhope	A-Jay Excavating	patricks@a-jay.com
Tom Maino	Maino Construction	tomm@mainoslo.com
Tom Ehlers	Columbia Builders	tom.ehlers99@gmail.com
Eric Wildhagen	Granite	Wildhagen, Eric < Eric.wildhagen@gcinc.com>

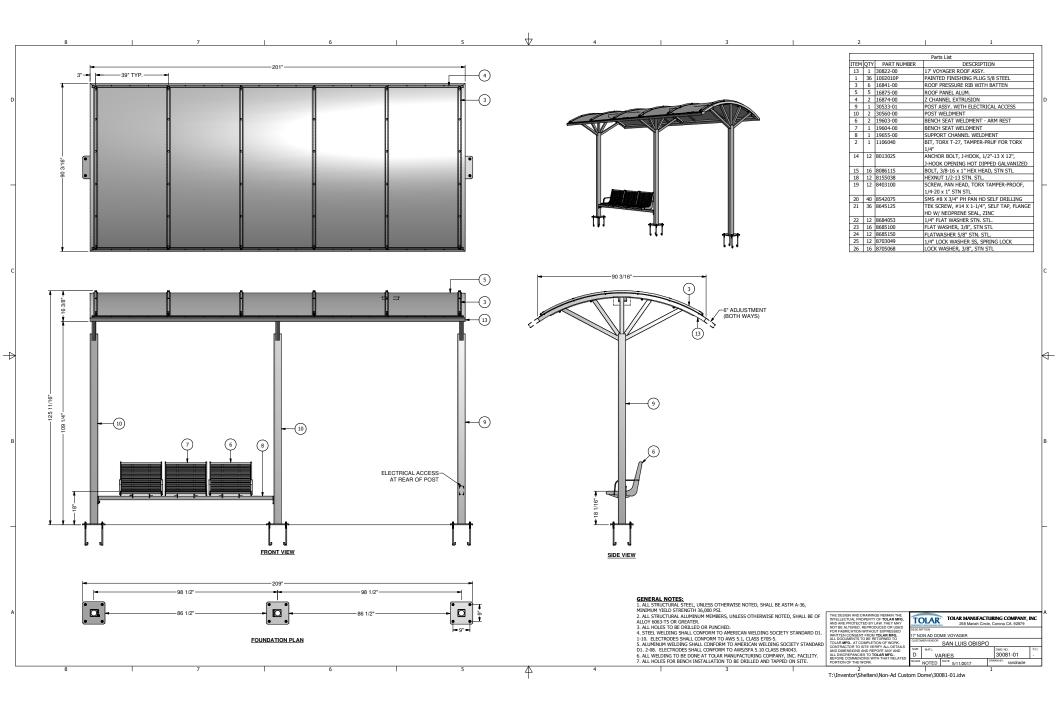


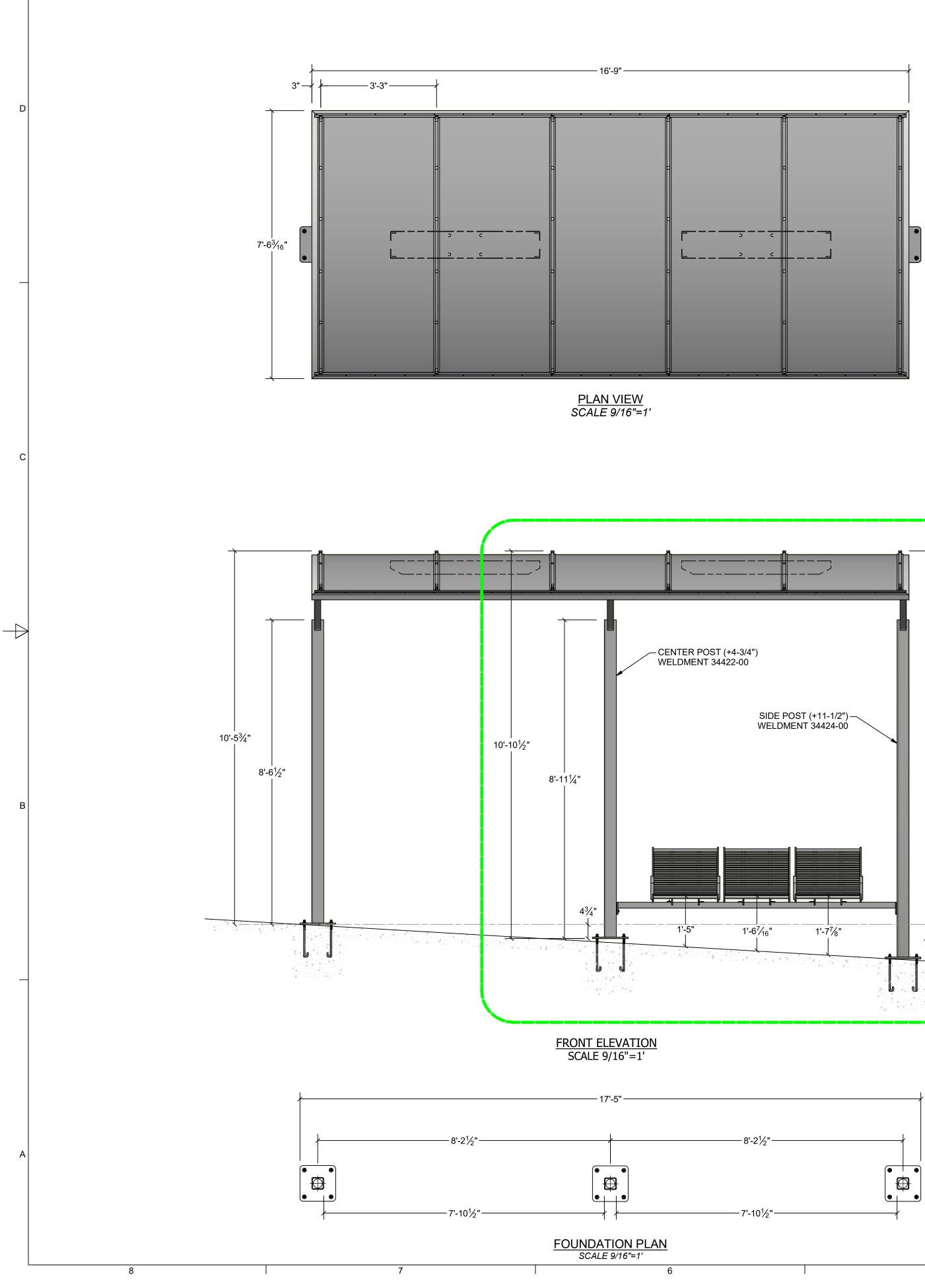
Manufacturer's Information Packet For RTA Transit Center Improvements Osos Street and Palm Street San Luis Obispo, CA 93401

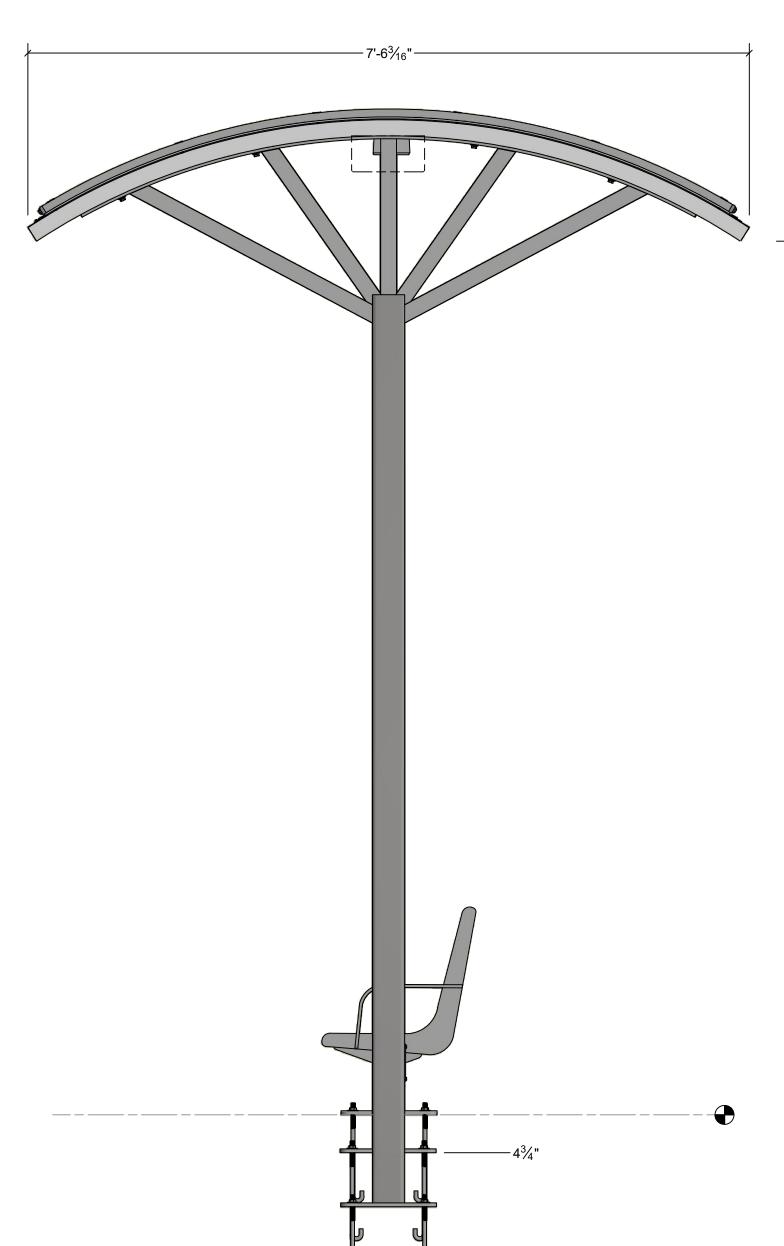
10/23/2019











KIT #2 11'-5¹⁄4" 11½"

RETROFIT

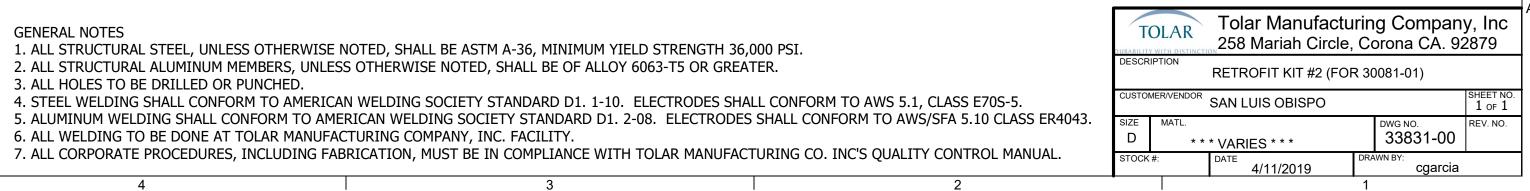
<u>VIEW A-A</u> SCALE 1"=1'

GENERAL NOTES

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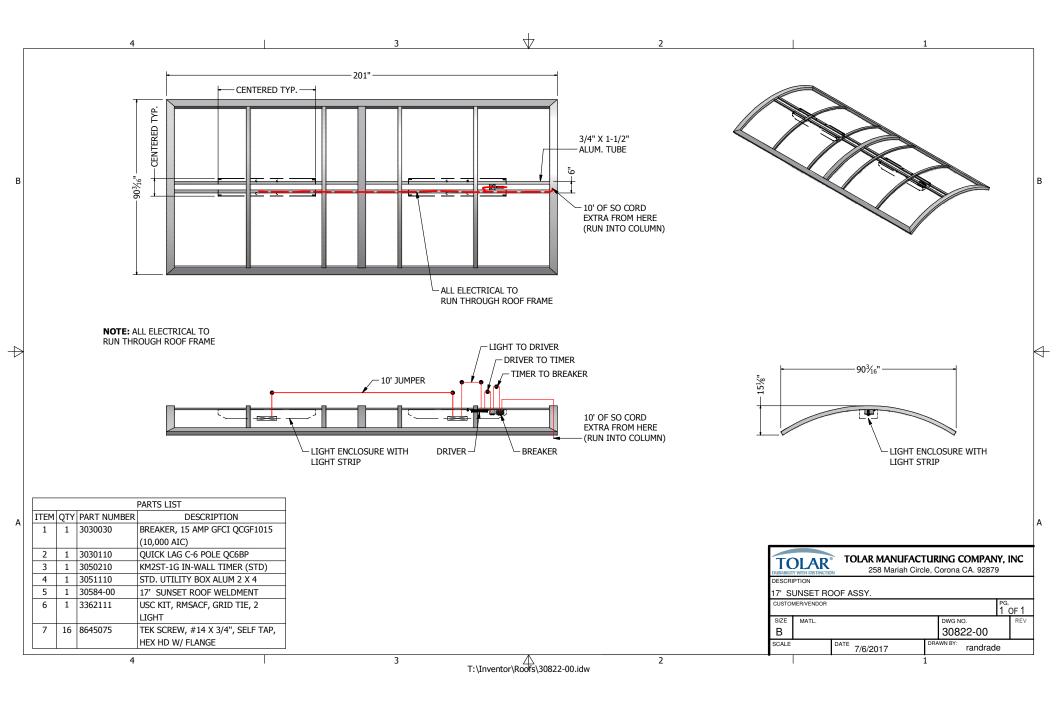
- 1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI. 2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
- 3. ALL HOLES TO BE DRILLED OR PUNCHED.
- 7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL.
 - 4

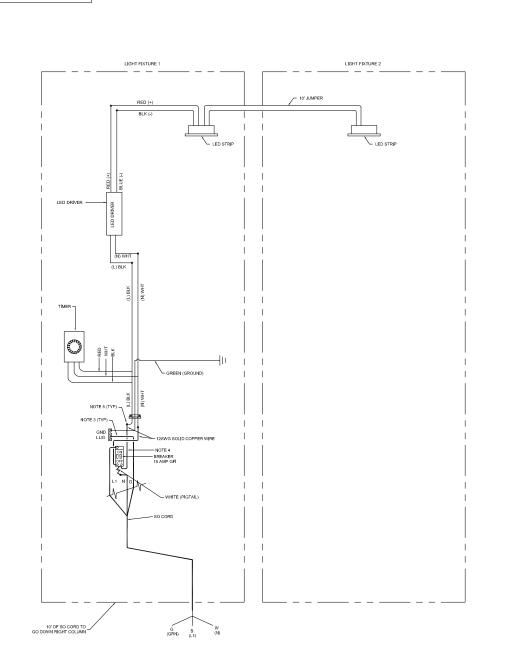
_____9'-1³⁄₁₆"



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Tolar Manufacturing Company, Inc 258 Mariah Circle, Corona, CA 92879 DESCRIPTION 17' NON AD VOYAGER CUSTOMER/VENDOR SAN LUIS OBISPO, CA SIZE REV This document un such prémeten n any purpose without Tolar Mer MATL DWG NO. 30081-00 SCALENONE DATE 10/09/17 RA

FACTORY REQUIREMENTS

REVISIONS

DATE

APPROVED

DESCRIPTION

ZONE REV

- I. ELECTRICAL RECUIREMENTS ARE 120 VAC, 60 CVCL 6 3 300 WATT, 330 KWHR)
 Z. ELECTRICAL SUPPLY SHALL BE THREE WIREHOT, NUTITAL 6 AGROLAD)
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 LUG OR SOMEW.

- IS TO BRIGHT METAL WEINT OF THE FINAL SALLOWED UNDER GROUNDING LUG OR SCREW. 2. ALL WIRING TO BE IN ENCLOSED WIREWAYS. 8. DO NOT DRILL OR TAP COLUMNS, POSTS, MOLDINGS WHICH CONTAIN ELECTRICAL CIRCUIT WIRING.

INSTALLATION CONTRACTOR REQUIREMENTS

- A CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF RUNCHAE LECTRICAL CODE, LOCAL CODES AND THE AUTHORITY HAVING JURISDICTION B. ALL MATERNAES SHALL BE NEW ALL MATERNAS SHALL BE ULL ISTED AND LABELED FOR THE INTERNEED USE. CONTRACTOR SHALL FRALIER AUX MATERNAES SHALL BE ULL ISTED AND LABELED FOR THE INTERNEED USE. CONTRACTOR SHALL FRALIER OVER LOWRENT FROTECTION NOT TO EXCEED 3TH. HE AVAILABLE OVER LOWRENT FROTECTION NOT TO EXCEED 3TH. SHORT CIRCUIT CURRENT AT THE SUPPLY FORM. D. CONTRACTOR SHALL PROVIDE DURABLE CIRCUIT IDENTFICATION OF THE SHELTER AT THE BRANCH CIRCUIT SUPPLY FORM. D. CONTRACTOR SHALL PROVIDE DURABLE CIRCUIT IDENTFICATION OF THE SHELTER AT THE BRANCH CIRCUIT SUPPLY FORM.



DURABILITY WITH DISTINCTION

TOLAR MANUFACTURING COMPANY INC 258 MARIAH CIRCLE CORONA, CA 92879

INSTALLATION INSTRUCTIONS

FOR

30081-00

17' NON AD VOYAGER

TOLAR MANUFACTURING COMPANY INC.

TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING 258 Mariah Circle, Corona, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | www.tolarmfg.com

Instructions

ANCHOR SPECIFICATION SHEET

Mechanical Anchoring Systems

4.3.4 Kwik Bolt TZ Expansion Anchor

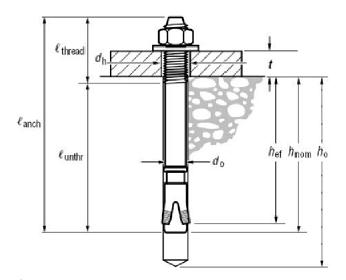
4.3.4.3 Technical Data

Table 1 — Kwik Bolt TZ Specification Table

SETTING	Symbol	Units					No	ominal	anch	or diar	neter	(in.)				
INFORM ATION	Symbol	Units		3/8			1/2	2			5/	8			3/4	
Anchor O.D.	d _o	in.		0.375	5		2.0	5		5	0.6	25			0.75	
Anonor O.D.	00	(mm)		(9.5)			(12.	7)			(15	.9)			(19.1)	
Nominal bit diameter	đ _{bit}	In.		3/8			1/2	2			5/	/8			3/4	
Effective min.	h	In.		2		2		3-1/	4	3-1	/8	4		3-3/4	3	4-3/4
embedment	h _{ef}	(mm)		(51)		(51)		(83	9	(79	9)	(10	2)	(95)		(121)
Min, hole depth	h _o	in.		2-5/8		2-5/	8	4		3-3	/4	4-3	/4	4-5/8		5-3/4
Millin Hole deput	110	(mm)		(67)		(67)		(10:	2)	(95	5)	(12	(1)	(117)		(146)
Min. thickness of	¥.	in,		1/4		3/4		1/4	ŧ.	3/1	3	3/	4	1/8		1-5/8
fixture ¹	t _{min}	(mm)		(6)		(19)		(6)	· · · ·	(9)	(1)	9)	(3)		(41)
Max. thickness of	+	in.		2-1/4		4		2-3	4	5-5	/8	4-3	/4	4-5/8		3-5/8
fixture	t _{inax}	(mm)		(57)		(101)	(70)	(14	3)	(12	(1)	(117)		(92)
Installation torque	T _{inst}	ft-lb		25			40)			6	0			110	
mataliauon torque	" inst	(Nm)		(34)			(54	9			(8	1)			(149)	
Min. dia. of hole	d.	In.		7/16			9/1	6			11/	/16			13/16	
In fixture	đh	(m m)		(11.1)			(14.	3)			(17	(.5)			(20.6)	
Available anchor	ℓ_{anch}	In.	3	3-3/4	5	100000	100 March 100 Ma	5-1/2		4-3/4	6	8-1/2	10	5-1/2	8	10
lengths	* andi	(mm)	(76)	(95)	(127)	(95)	1			(121)			(254)	(140)	(203)	(254)
Threaded length	$\ell_{\rm thread}$	In.	7/8	1-5/8	2-7/8	1-5/8	2-3/8	3-3/8	4-7/8	1-1/2	2-3/4	5-1/4	6-3/4	1-1/2	4	6
Including dog point	, nuend	(m m)	(22)	(41)	(73)	(41)	(60)	(86)	(178)	(38)	(70)	(133)	(171)	(38)	(102)	(152)
Unthreaded length	l unthr	In.		2-1/8			2-1	/8			3-1	1/4			4	
Characted length	* unthr	(mm)		(54)			(54	9			(8	3)			(102)	
Installation	b	in.		2-1/4		2-	3/8	3-5/	8	3-	5/8	4-	1/2	4-3/	8 5	-3/8
embedment	h _{nom}	(mm)		(57)		(8	50)	(92)		(9	92)	(11	14)	(111) (137)

1 The minimum thickness of the fastened part is based on use of the anchor at minimum embedment and is controlled by the length of thread. If a thinner fastening thickness is required, increase the anchor embedment to suit.

Figure 1 - Kwik Bolt TZ installed

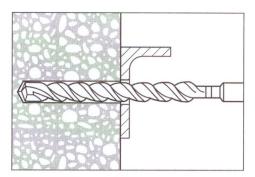


ANCHOR INSTALLATION SHEET

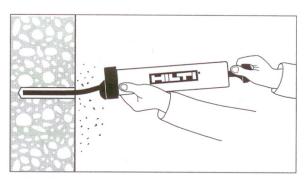
Mechanical Anchoring Systems

Kwik Bolt TZ Expansion Anchor 4.3.4

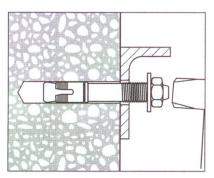
4.3.4.4 Kwik Bolt TZ Anchor Installation Instructions into normal-weight and lightweight concrete



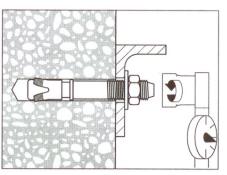
1. Hammer drill a hole to the same nominal diameter as the Kwik Bolt TZ. The hole depth must exceed the anchor embedment by at least 1/4 inch. The fixture may be used as a drilling template to ensure proper anchor location.



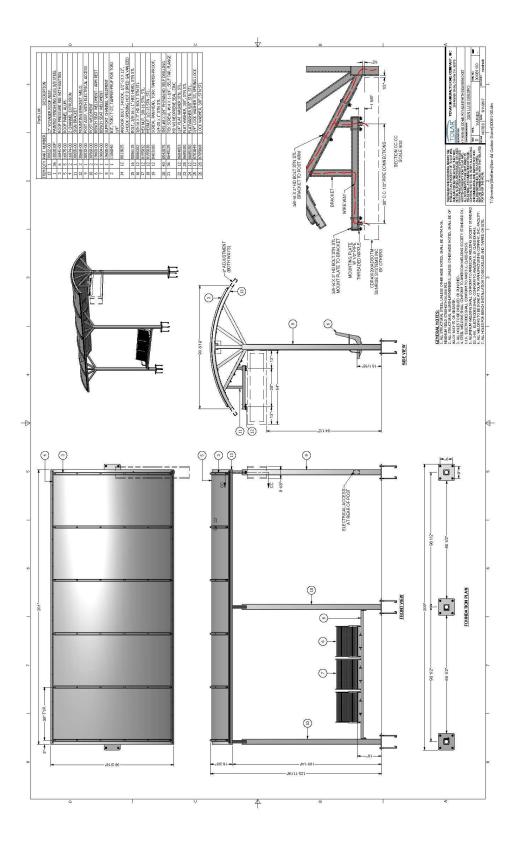




3. Drive the Kwik Bolt TZ into the hole using a hammer. The anchor must be driven until at least 4 threads are below the surface of the fixture.

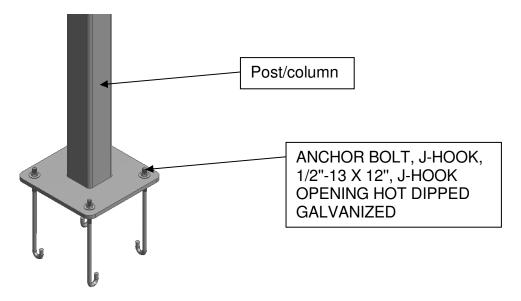


4. Tighten the nut to the recommended installation torque.



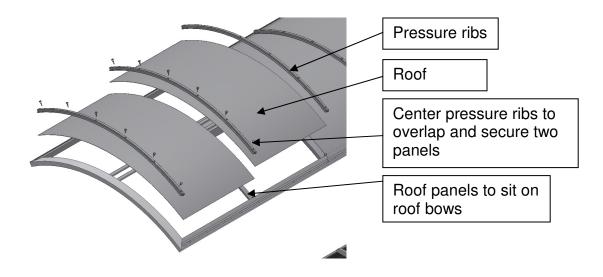
POST INSTALLATION

 Follow the plan view measurements for placement of anchors and post/columns. ANCHOR BOLT, J-HOOK, 1/2"-13 X 12", J-HOOK OPENING HOT DIPPED GALVANIZED, washer and nut for column installation. The far left column will be the one to have the electrical access towards the back. Don't tighten anchors all the way, some play might be needed when installing the roof.



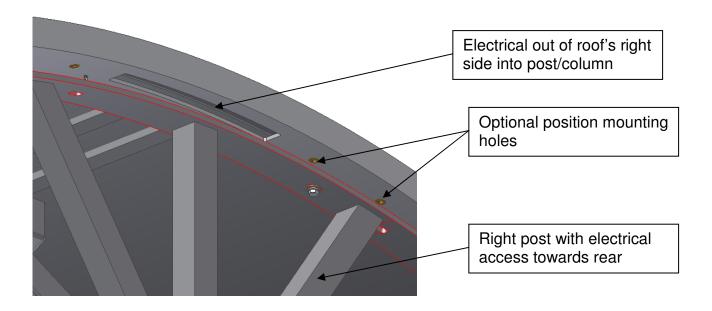
ROOF ASSEMBLY

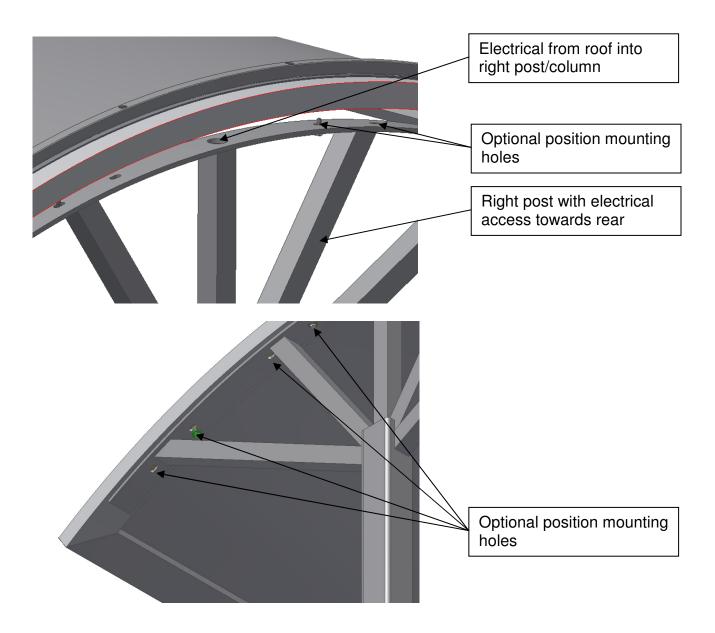
- 1. Assemble roof, start by setting the roof panels over the roof frame. Space them evenly in a matter that all panels over lap the roof bow members. Secure them using the pressure ribs and TEK SCREW, #14 X 1-1/4", SELF TAP, FLANGE HD W/ NEOPRENE SEAL, ZINC.
- 2. Finish the pressure rib installation by capping the hardware holes with PAINTED FINISHING PLUG 5/8 STEEL.



ROOF INSTALLATION

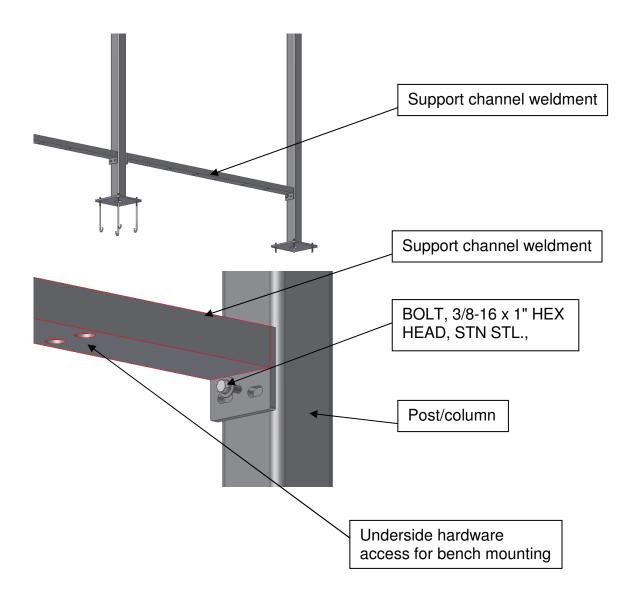
 Lift roof and lower it over installed post/columns. The roof has a 3-position installation option, it can be centered, 6" forward position or 6" backward position. The position desired will be achieved by aligning the roof mounting holes with the post mounting holes. NOTE: as you lower the roof into place make sure to run your electrical cord down the right side of the roof into the right post/column. Secure the roof using BOLT, 3/8-16 x 1" HEX HEAD, STN STL, washer and locking washer (4 per post). Secure all bolts and well as the post/column J Anchors.

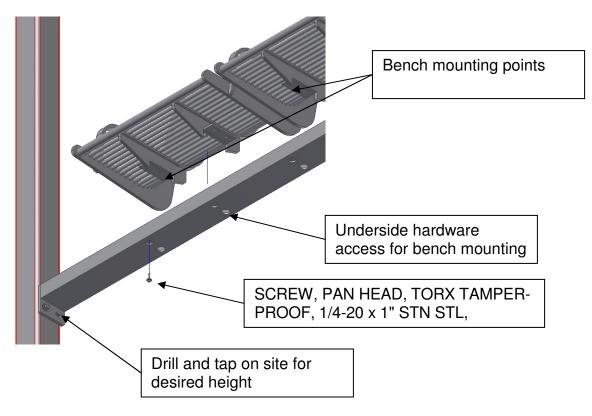




BENCH INSTALLATION

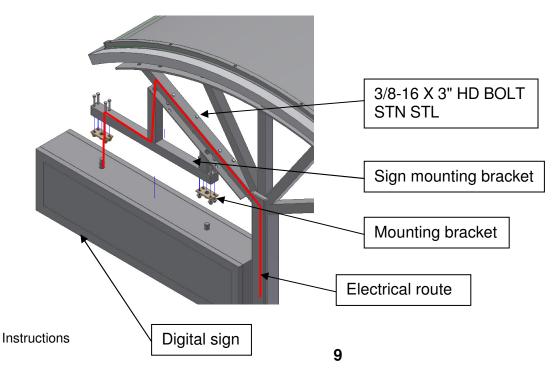
- 1. Install the support channel weldment. Place between post/columns and set at desire height. Mark the hole locations and drill and tap for the attachment hardware, BOLT, 3/8-16 x 1" HEX HEAD, STN STL., washer and locking washer (4 per support. Secure the support channel post to weldment and proceed to install the bench.
- 2. The bench will attach to the support channel from the underside. The bench without arm rest will be installed in the middle of the two with arm rest. Use SCREW, PAN HEAD, TORX TAMPER-PROOF, 1/4-20 x 1" STN STL, washer and locking washer.

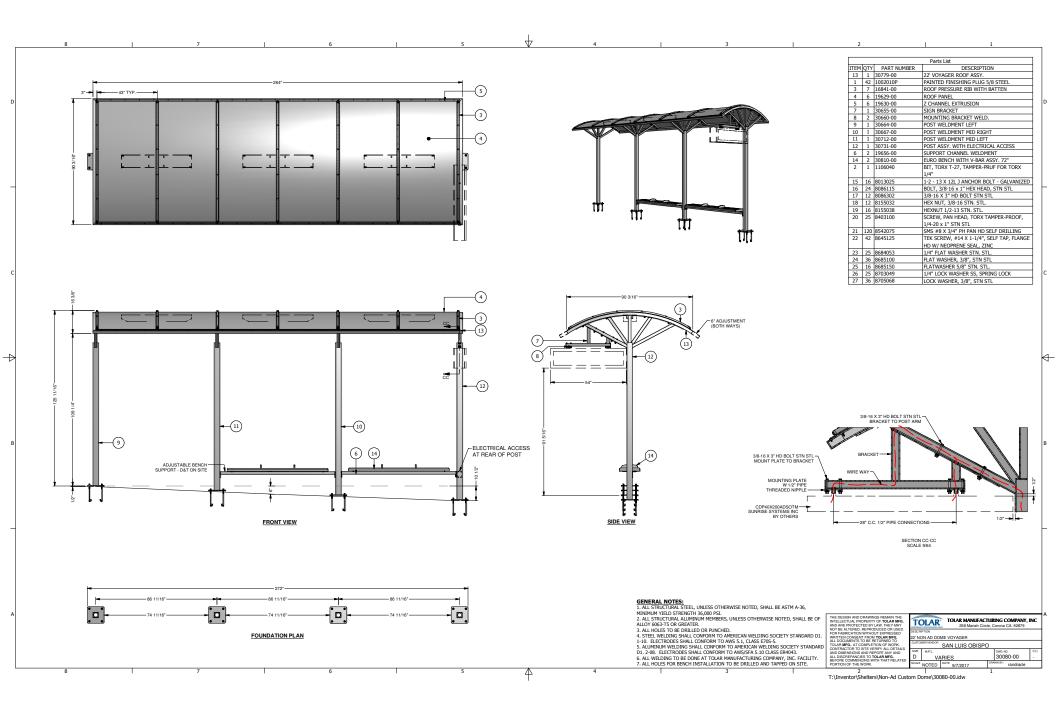


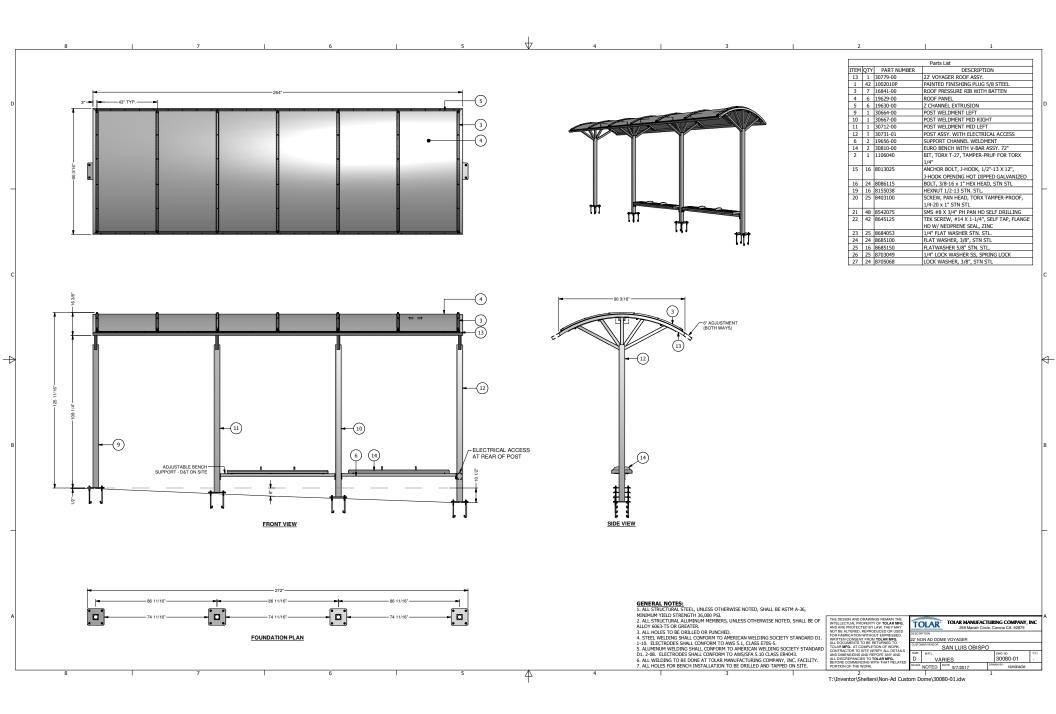


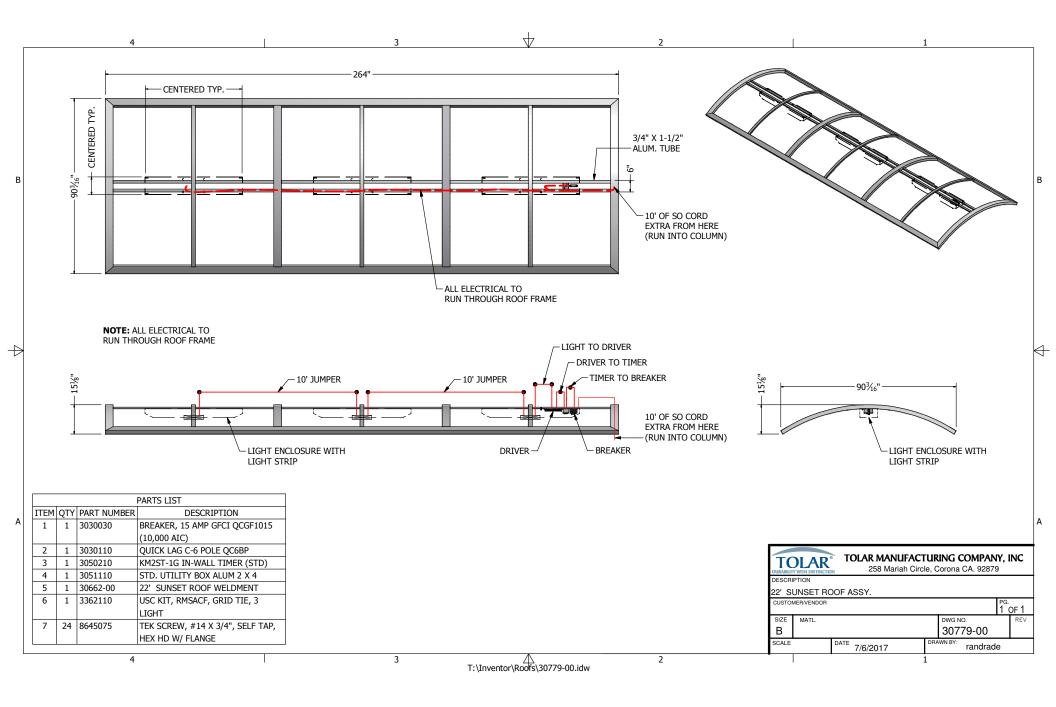
SIGN INSTALLATION

- 1. Optional sign mounting bracket attaches to the right post/column using 3/8-16 X 3" HD BOLT STN STL. washer, locking washer and nut.
- 2. The mounting bracket weldment attaches to the digital sign unit and then it gets mounted to the sign mounting bracket using 3/8-16 X 3" HD BOLT STN STL, washer, locking washer and nut. NOTE: run your electrical from the digital sign up into the sign bracket to the post/column.









THIS DRAWING HAS BEEN GENERATED AND IS			REVISIONS
MAINTAINED BY A CAD SYSTEM. CHANGES SHALL ONLY BE INCORPORATED AS DIRECTED BY TOLAR MANUFACTURING CO., INC:S			ZONE REV DESCRIPTION DATE APPROVED
ENGINEERING DEPT.			
LIGHT FIXTURE 1	LIGHT FIXTURE 2	LIGHT FIXTURE 3	
	/ 10' JUMPER	✓ 10' JUMPER	
RED (*)			
	i duu i		
BLUE	1 1		
LED DRIVER	· · · · ·		
301210			
(N) WHT (L) BEK			
(L) VEA			
) WHT			
	· · ·		
) BLK			
			FACTORY REQUIREMENTS 1. ELECTRICAL REQUIREMENTS ARE 120 VAC. 60 CYCLE & 390 WATTI (390 KWHR)
			 LECTRICAL REQUIREMENTS ARE 120 VAC, 60 CYCLE 8 30 WATT 330 KWHR) ELECTRICAL SUPPLY SHALL BE INFER WIREPOINT NUTRAL 8 (ORDAD) THE OREEN INSULATED CONDUCTOR IN THE SO CORD SHALL BE USED FOR EQUIPMENT REQUIRING NUTY.
			4. NEUTRAL SHALL BE INSULATED FROM GROUND AT ALL LOCATIONS INCLUDING BUILS STOP SHIFT FER AND KKOSK
OPT NOTE 4			5. USE WIRE NUT TO MAKE SPLCE CONNECTION. 6. EACH LECTRICAL DEVICE SHALL ES CRONNED TO THE WELDED FIXTURE/ CROSSMENBERI ROOF STRUCTURE OR TO THE ADVERTISING BOX. ENSURE THAT
			EACH FACTORY INSTALLED ELECTRICAL DEVICE GROUNDING CONNECTION IS TO BRIGHT METAL-NO PAINT OR OTHER FINISH IS ALLOWED UNDER GROUNDING LUG OR SCREW.
	I I	I I	CLU WIRING TO BE IN ENCLOSED WREWAYS. B. DO NOT DRILL OR TAP COLUMNS, POSTS, MOLDINGS WHICH CONTAIN ELECTRICAL CIRCUT WRING.
			INSTALLATION CONTRACTOR REQUIREMENTS
SO CORD			A. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF NATIONAL ELECTRICAL CODE, LOCAL CODES AND THE AUTHORITY HAVING JURSDICTION. B. AUTHORIZATION STATUS SHALL BE NEW SHALL BE LITLED AND LABELED.
			A. CLOCK CODES AND THE AUTOMITY AND AURSBURGTON AN INSP. LEED FOR CODE. B. ALL MATCHING SHALL BE NOT AN AUXIMATION AURSBURGTON AND A SHALL BE LL STEPA AND A SHALL BE NOT AND AND
	1		SHORT CIRCUIT CURRENT AT THE SUPPLY POINT. D. CONTRACTOR SHALL PROVIDE DURABLE CIRCUIT IDENTIFICATION OF THE SHELTER AT THE BRANCH CIRCUIT SUPPLY POINT.
			THE BRANCH CIRCUIT SUPPLY POINT. E. CONTRACTOR SHALL PROVIDE A DURABLE NAMEPLATE NEAR THE TOLAR RATING PLATE IDENTIFYING THE LOCATION OF THE BRANCH CIRCUIT PROTECTIVE DEVICE SERVING THE SHELTER.
G DOWN RIGHT COLUMN (GRN) B (N)			
10 OF 50 CORD TO G I W GO DOWN RIGHT COLUMN (GRN) (L1) (N			
			Tolar Manufacturing Company, Inc
			258 Mariah Circle, Corona, CA 92879
			DESCRIPTION 22' NON AD VOYAGER
			CUSTOMER/VENDOR SAN LUIS OBISPO, CA
			Description 258 Mariah Circle, Corona, CA 92879 Description 22' NON AD VOYAGER Oustromer,venoor SAN LUIS OBISPO, CA Size Mart Oscale 30080-00 Scale NON E Description Rev
			SCALENONE DATE 10/09/17 DRAWN BY: RA



DURABILITY WITH DISTINCTION

TOLAR MANUFACTURING COMPANY INC 258 MARIAH CIRCLE CORONA, CA 92879

INSTALLATION INSTRUCTIONS

FOR

30080-00

22' NON AD VOYAGER

TOLAR MANUFACTURING COMPANY INC.

TRANSIT SHELTERS | STREET FURNITURE | DISPLAYS & DIRECTORIES | TRANSIT SOLAR LIGHTING 258 Mariah Circle, Corona, CA USA 92879-1751 | 800-339-6165 | 951-808-0081 | www.tolarmfg.com

Instructions

ANCHOR SPECIFICATION SHEET

Mechanical Anchoring Systems

4.3.4 Kwik Bolt TZ Expansion Anchor

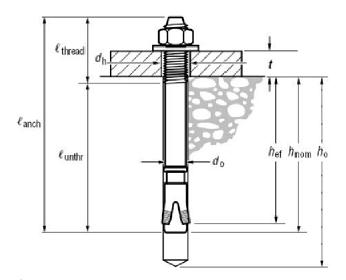
4.3.4.3 Technical Data

Table 1 — Kwik Bolt TZ Specification Table

SETTING	Symbol	Units					No	ominal	anch	or diar	neter	(in.)				
INFORM ATION	Symbol	Units		3/8			1/2	2			5/	8			3/4	
Anchor O.D.	d _o	in.		0.375	5		2.0	5		5	0.6	25			0.75	
Anonor O.D.	00	(mm)		(9.5)			(12.	7)			(15	.9)			(19.1)	
Nominal bit diameter	đ _{bit}	In.		3/8			1/2	2			5/	/8			3/4	
Effective min.	h	In.		2		2		3-1/	4	3-1	/8	4		3-3/4	3	4-3/4
embedment	h _{ef}	(mm)		(51)		(51)		(83	9	(79	9)	(10	2)	(95)		(121)
Min, hole depth	h _o	in.		2-5/8		2-5/	8	4		3-3	/4	4-3	/4	4-5/8		5-3/4
Millin Hole deput	110	(mm)		(67)		(67)		(10:	2)	(95	5)	(12	(1)	(117)		(146)
Min. thickness of	¥.	in,		1/4		3/4		1/4	ŧ.	3/1	3	3/	4	1/8		1-5/8
fixture ¹	t _{min}	(mm)		(6)		(19)		(6)	· · · ·	(9)	(1)	9)	(3)		(41)
Max. thickness of	+	in.		2-1/4		4		2-3	4	5-5	/8	4-3	/4	4-5/8		3-5/8
fixture	t _{inax}	(mm)		(57)		(101)	(70)	(14	3)	(12	(1)	(117)		(92)
Installation torque	T _{inst}	ft-lb		25			40)			6	0			110	
mataliauon torque	" inst	(Nm)		(34)			(54	9			(8	1)			(149)	
Min. dia. of hole	d.	In.		7/16			9/1	6			11/	/16			13/16	
In fixture	đh	(m m)		(11.1)			(14.	3)			(17	(.5)			(20.6)	
Available anchor	ℓ_{anch}	In.	3	3-3/4	5	100000	100 March 100 Ma	5-1/2		4-3/4	6	8-1/2	10	5-1/2	8	10
lengths	* andi	(mm)	(76)	(95)	(127)	(95)	1			(121)			(254)	(140)	(203)	(254)
Threaded length	$\ell_{\rm thread}$	In.	7/8	1-5/8	2-7/8	1-5/8	2-3/8	3-3/8	4-7/8	1-1/2	2-3/4	5-1/4	6-3/4	1-1/2	4	6
Including dog point	, nuend	(m m)	(22)	(41)	(73)	(41)	(60)	(86)	(178)	(38)	(70)	(133)	(171)	(38)	(102)	(152)
Unthreaded length	l unthr	In.		2-1/8			2-1	/8			3-1	1/4			4	
Characted length	* unthr	(mm)		(54)			(54	9			(8	3)			(102)	
Installation	b	in.		2-1/4		2-	3/8	3-5/	8	3-	5/8	4-	1/2	4-3/	8 5	-3/8
embedment	h _{nom}	(mm)		(57)		(8	50)	(92)		(9	92)	(11	14)	(111) (137)

1 The minimum thickness of the fastened part is based on use of the anchor at minimum embedment and is controlled by the length of thread. If a thinner fastening thickness is required, increase the anchor embedment to suit.

Figure 1 - Kwik Bolt TZ installed

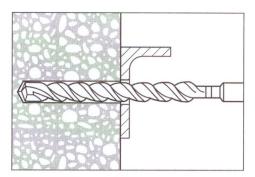


ANCHOR INSTALLATION SHEET

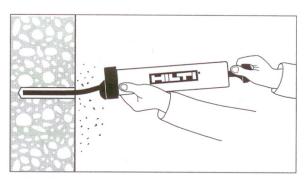
Mechanical Anchoring Systems

Kwik Bolt TZ Expansion Anchor 4.3.4

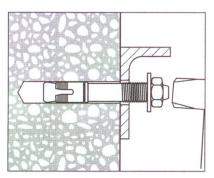
4.3.4.4 Kwik Bolt TZ Anchor Installation Instructions into normal-weight and lightweight concrete



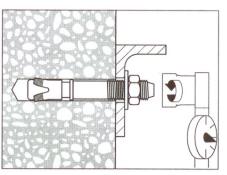
1. Hammer drill a hole to the same nominal diameter as the Kwik Bolt TZ. The hole depth must exceed the anchor embedment by at least 1/4 inch. The fixture may be used as a drilling template to ensure proper anchor location.



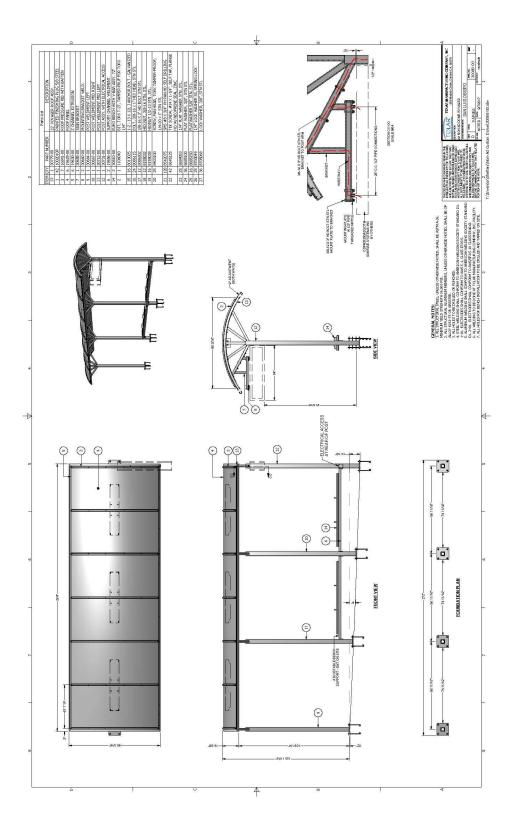




3. Drive the Kwik Bolt TZ into the hole using a hammer. The anchor must be driven until at least 4 threads are below the surface of the fixture.

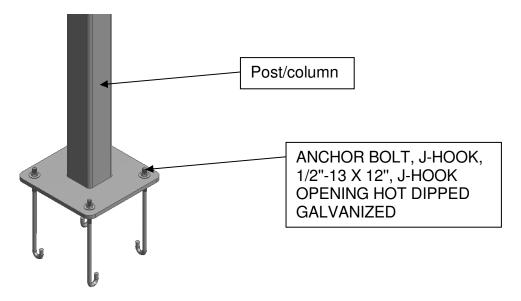


4. Tighten the nut to the recommended installation torque.



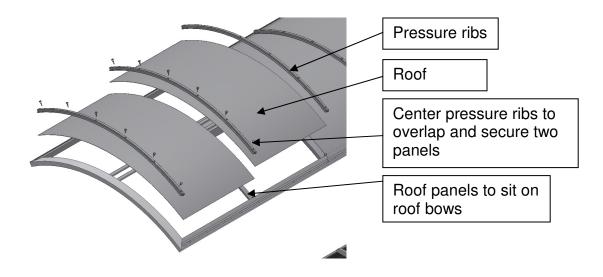
POST INSTALLATION

 Follow the plan view measurements for placement of anchors and post/columns. ANCHOR BOLT, J-HOOK, 1/2"-13 X 12", J-HOOK OPENING HOT DIPPED GALVANIZED, washer and nut for column installation. The far left column will be the one to have the electrical access towards the back. Don't tighten anchors all the way, some play might be needed when installing the roof.



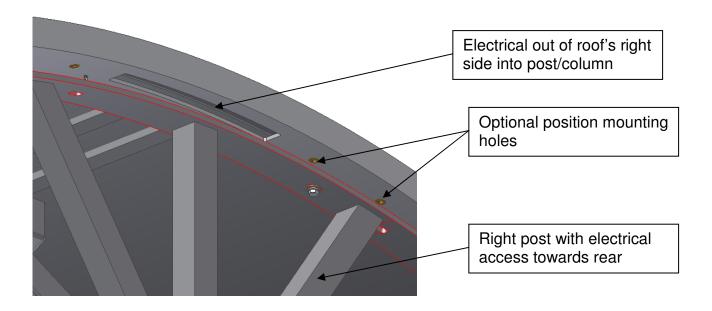
ROOF ASSEMBLY

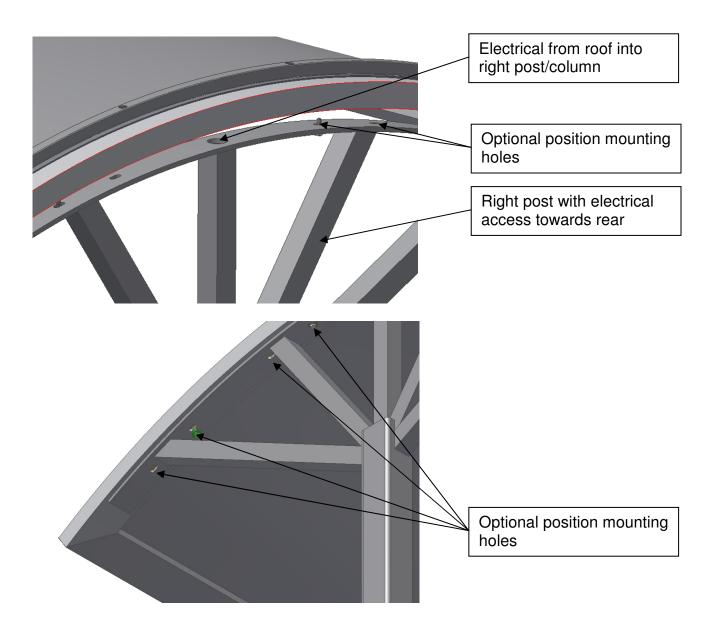
- 1. Assemble roof, start by setting the roof panels over the roof frame. Space them evenly in a matter that all panels over lap the roof bow members. Secure them using the pressure ribs and TEK SCREW, #14 X 1-1/4", SELF TAP, FLANGE HD W/ NEOPRENE SEAL, ZINC.
- 2. Finish the pressure rib installation by capping the hardware holes with PAINTED FINISHING PLUG 5/8 STEEL.



ROOF INSTALLATION

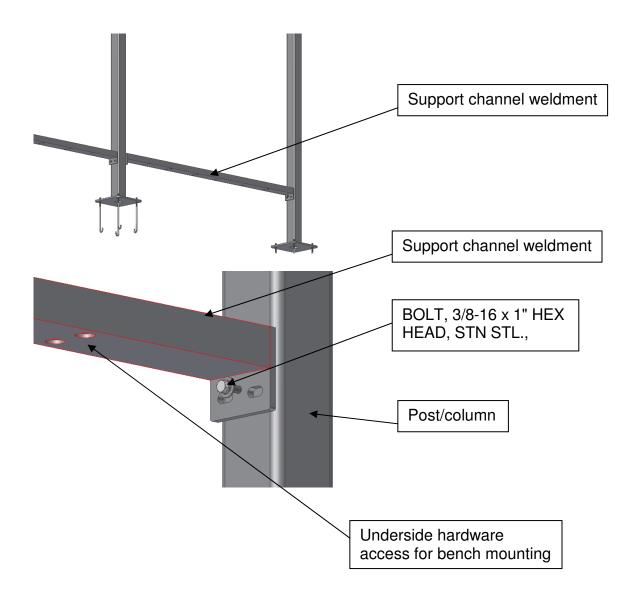
 Lift roof and lower it over installed post/columns. The roof has a 3-position installation option, it can be centered, 6" forward position or 6" backward position. The position desired will be achieved by aligning the roof mounting holes with the post mounting holes. NOTE: as you lower the roof into place make sure to run your electrical cord down the right side of the roof into the right post/column. Secure the roof using BOLT, 3/8-16 x 1" HEX HEAD, STN STL, washer and locking washer (4 per post). Secure all bolts and well as the post/column J Anchors.

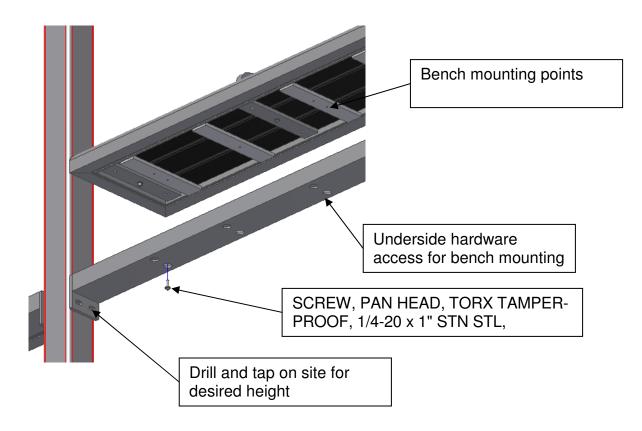




BENCH INSTALLATION

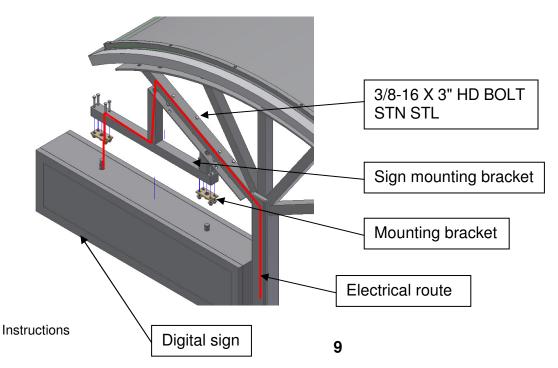
- 1. Install the support channel weldment. Place between post/columns and set at desire height. Mark the hole locations and drill and tap for the attachment hardware, BOLT, 3/8-16 x 1" HEX HEAD, STN STL., washer and locking washer (4 per support. Secure the support channel post to weldment and proceed to install the bench.
- 2. The bench will attach to the support channel from the underside. Use SCREW, PAN HEAD, TORX TAMPER-PROOF, 1/4-20 x 1" STN STL, washer and locking washer.





SIGN INSTALLATION

- 1. Optional sign mounting bracket attaches to the right post/column using 3/8-16 X 3" HD BOLT STN STL. washer, locking washer and nut.
- 2. The mounting bracket weldment attaches to the digital sign unit and then it gets mounted to the sign mounting bracket using 3/8-16 X 3" HD BOLT STN STL, washer, locking washer and nut. NOTE: run your electrical from the digital sign up into the sign bracket to the post/column.



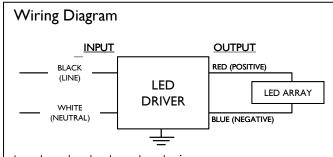


LED120A0012V50F

Brand Name	XITANIUM
Driver Type	Electronic
Input Voltage	120
Input Frequency	50/60Hz
RoHS	No
Approbations	UL, CSA
Status	Active

Electrical Specifications

Output Power (W)	Output Voltage (V)	Output Current (A)	Operating Temp. Range (°F/°C)	Input Current at I20V (A)	Max. Input Power (W)	Inrush Current (A _{pk} /µs)	Max. THD (%)	Min. Power Factor	Surge Protection (KV)	Weight (Lbs)	Envir. Protection Rating
10 ~ 60	12	0.8 ~ 5.0	-40°~140°F (-40~60°C)	0.63	75	-	20	0.99	2.5	1.4/635	UL Dry & Damp



Input and output use lead-wires. Lead-wires are 18AWG 105C/600V solid copper

Standard Lead Length

	in.	cm.
Black	9	22
White	9	22
Blue	26	66
Red	26	66
Gray		
Violet		

Maximum Wiring Distance (at full load)

Wire Size (AWG)	Distance (feet)
26	2
24	4
22	6
20	10
18	15
16	24
14	38
12	59
10	100

Enclos	ure		
		C. P	
		in. (mm)]
	Case Length	8.34 (211.8)	
	Case Width	1.76 (42.5)	
	Case Height	1.1 (27.9)	
	Mounting Length	8.99 (228.4)	
	Mounting Width	1.22 (30.9)	
	Overall Length	9.45 (240)	
	Material, Color	Steel, White	





UL Class 2 E220165

7310_S-000 3426-32

Revised 05/15/2012

PHILIPS LIGHTING ELECTRONICS N.A. 10275 WEST HIGGINS ROAD · ROSEMONT, IL 60018

Tel: 800-322-2086 · Fax: 888-423-1882 · www.philips.com/advance

Customer Support/Technical Service: 800-372-3331 · OEM Support: 866-915-5886

PHILIPS ADVANCE

LED120A0012V50F

Duo n d Nie no o	
Brand Name	XITANIUM
Driver Type	Electronic
Input Voltage	120
Input Frequency	50/60Hz
RoHS	No
Approbations	UL, CSA
Status	Active

Installation & Application Notes:

Section I – Physical Characteristics

- I.I LED Driver shall be installed inside an electrical enclosure
- 1.2 Wiring inside electrical enclosure shall comply with 600V/105°C rating or higher.

Section II – Performance

- 2.1 LED Driver is UL Class 2 power unit as per UL1310. It is also listed in the UL Sign Accessory Manual (UL SAM).
- 2.2 LED Driver is certified by UL for use in a dry or damp location (Outdoor Type I).
- 2.3 LED Driver has Class A sound rating.
- 2.4 LED Driver tolerates sustained open circuit and short circuit output conditions without damage.
- 2.5 LED Driver maximum allowable case temperature is 90°C see product label for measurement location.
- 2.6 LED Driver shuts off output power to LEDs if its case temperature exceeds 90°C –thermal protection.
- 2.7 LED Driver complies with FCC rules and regulations, as per Title 47 CFR Part 15 Non-Consumer (Class A) for EMI/RFI (conducted and radiated) at full load.

Section III – UL Conditions of Acceptability (File E220165)

When installed in the end product, consideration shall be given to the following:

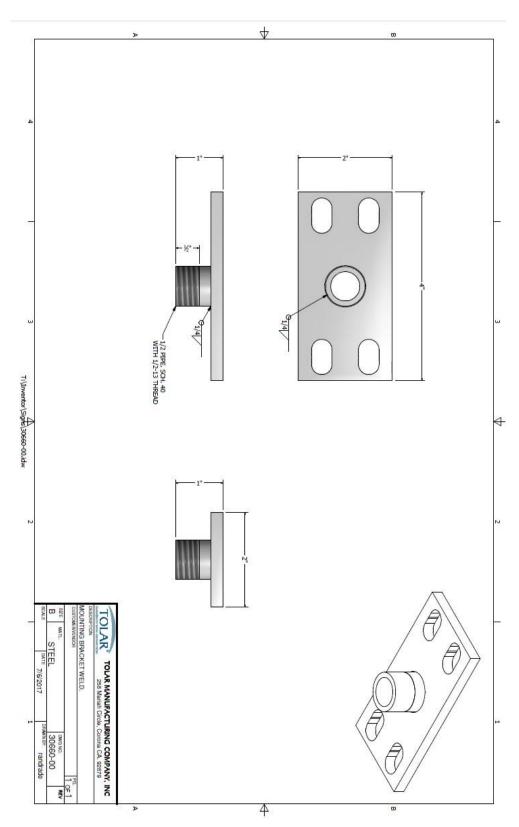
- 3.1 This component has been judged on the basis of the required spacings in the Standard for Class 2 Power Units, UL 1310, Fourth Edition, which would cover the component itself if submitted for Listing.
- 3.2 The supply terminals and connectors are suitable for factory wiring only of solid or tinned stranded No. 18 AWG conductors.
- 3.3 The equipment was submitted and tested for a maximum manufacturer's recommended ambient (Tmra) of 40°C.
- 3.4 Leakage current measurements shall be performed when more than four LED drivers are used in the equipment or when the LED driver is used in combination with other equipment in the end-use product.
- 3.5 The drivers are intended for installation inside an electrical enclosure.
- 3.6 The ground connection is not suitable as the equipment ground for a sign. Separate provision for sign grounding must be provided.
- 3.7 LED Driver is suitable for damp location use.

	<u>15(01)</u>			
Rev No.	Date	Description	Approval	Remarks
1.1	01/17/2012	* Add Envir. Protection Rating	N.T.	
2.1	03/02/2012	*Modify Part #(Remove Dashes)	N.T.	
3.1	05/15/2012	* Add Approbations: UL, CSA	N.T.	

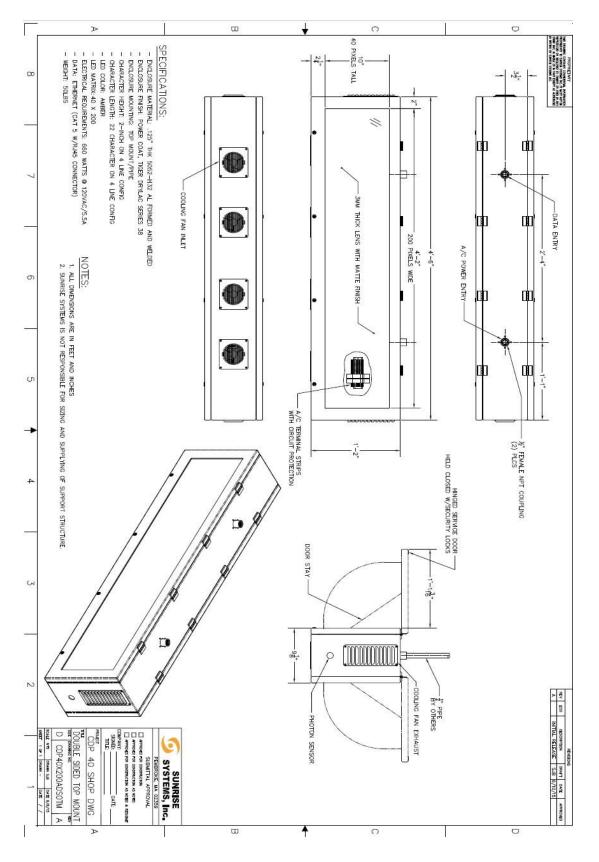
Revision History:

Revised 05/15/2012

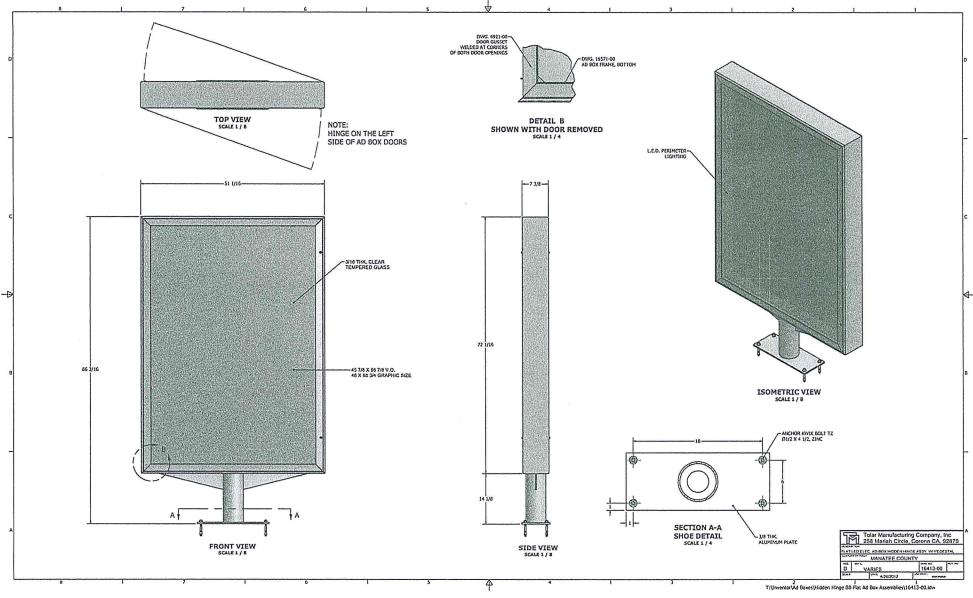
PHILIPS LIGHTING ELECTRONICS N.A.



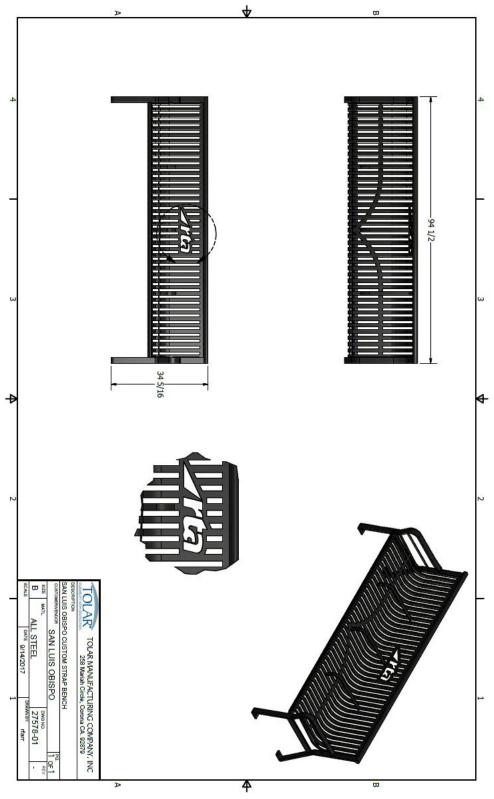




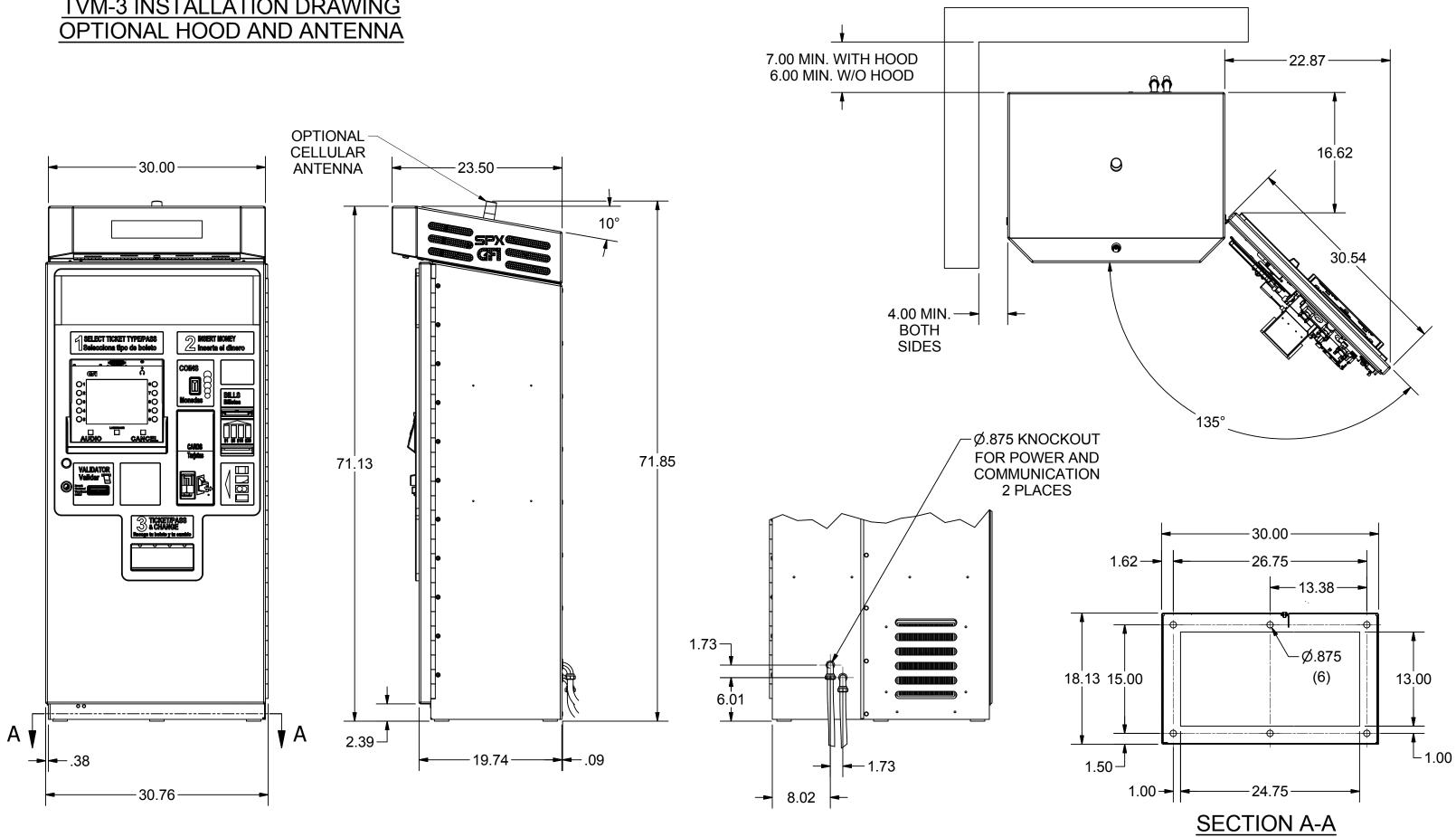
Attachment A-6:- Electronic Sign Connection and Product Information



Attachment A-5: Bench Diagram



Note: actual benches do not include RTA logo.



TVM-3 INSTALLATION DRAWING OPTIONAL HOOD AND ANTENNA

SHEET 1 OF 2

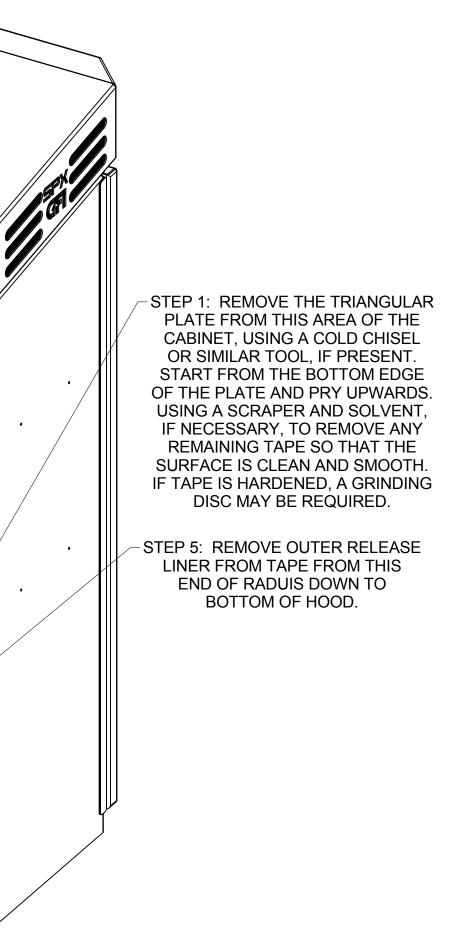


STEP 2: CLEAN THIS SURFACE WITH ISOPROPYL ALCOHOL SOLUTION

> STEP 3: APPLY VHB TAPE TO THE SURFACE CLEANED IN STEP 2, REMOVING ONE LAYER OF RELEASE LINER AS YOU MOVE AROUND THE HOOD FLANGE. BUNCH TAPE IN RADIUSED CORNERS. USE ROLLER TOOL TO PRESS TAPE DOWN ONTO HOOD FLANGE, USING 15 PSI PRESSURE. MAKE SURE THAT TAPE IS FLAT IN THE RADIUSED CORNERS. LEAVE RELEASE LINER ON OUTSIDE OF TAPE.

STEP 6: CLEAN THE THE LOWER BACK OF THE CABINET WITH CITRUS BASED DEGREASER/CLEANER FOLLOWED BY AN ISOPROPYL ALCOHOL SOLUTION. ALLOW TO DRY THOROUGHLY. TREAT SURFACE WITH 3M ADHESION PROMOTOR 111. PLACE HOOD ASSEMBLY ON TOP OF 3" SPACER. HOLD THE RIGHT EDGE OF HOOD AWAY FROM CABINET SO THAT EXPOSED VHB TAPE DOES NOT CONTACT CABINET. HOLD THE LEFT EDGE OF THE HOOD 1/4" AWAY FROM THE LEFT SIDE OF THE TVM (AS VIEWED FROM BEHIND) AND SWING THE RIGHT EDGE OF THE HOOD TOWARDS THE RIGHT SIDE OF THE BACK OF THE CABINET SO THAT THE EXPOSED TAPE COMES IN CONTACT WITH THE CABINET, ALL THE WHILE KEEPING THE HOOD ON THE 3" SPACER TO MAINTAIN LEVELNESS. NOW PULL THE LEFT EDGE OF THE HOOD AWAY FROM THE CABINET AND REMOVE THE REST OF THE RELEASE LINER FROM RIGHT TO LEFT. SWING THE RIGHT EDGE OF THE HOOD TOWARDS THE CABINET, AGAIN KEEPING THE HOOD LEVEL. PRESS THE HOOD FLANGE AGAINST THE CABINET, APPLYING PRESSURE TO THE TAPE FROM THE RIGHT TO THE LEFT. USE THE SAME ROLLER TOOL FROM STEP 2 TO INSURE FULL CONTACT WITH THE TAPE TO THE HOOD AND THE TVM CABINET, USING AT LEAST 15 PSI OF PRESSURE AT ALL POINTS.

TVM-3 INSTALLATION DRAWING OPTIONAL WET LOCATION AIR INTAKE HOOD STEP 4: PLACE A 3" SPACER ON GROUND ABOUT 2" AWAY FROM THE BACK OF THE TVM CABINET. REFERENCE: McMASTER-CARR PART NO. 85095K84 (5 FT. LONG), CUT TO HALF LENGTH



SHEET 2 OF 2

2.1 Select and Prepare Site

NOTICE: The TVM III equipment must be mounted directly and permanently on a noncombustible surface.

When choosing the TVM site, first review the machine's dimensions in Figure 2-1. The TVM must be installed on a level floor surface capable of supporting a load of at least 20 pounds per square inch. Shims may be used as necessary for level installation. It is recommended shimming not exceed 1/2" height. Heights greater than recommended may be acceptable at a single point. GFI will inspect locations proposed for TVM installation and advise the agency of any required site modifications prior to installation. Customer is responsible for the indicated site modifications and for providing power and data communications lines – GFI will make final hookups unless other arrangements have been made. Position the TVM so that doors can open fully, providing unimpeded access to the TVM interior. Before permanent installation is made, try out the site by testing. To do so, move the TVM to the site and make sure the TVM door can be opened with enough clearance for proper ventilation (minimum 6") as in Figure 2-3.

Although the TVM can be installed in any environment, GFI recommends an agency-provided canopy or shelter in outdoor locations to protect customers and service personnel from the elements. The TVM display has been designed to remain legible in bright sunlight. Nonetheless, for optimal readability, it is advisable to position the TVM so that it faces north or south rather than east or west to minimize glare.

TVM IN	STALLATION SPECIFICATIONS & CLEARANCES
Item	Specification
TVM dimensions	71" high x 31" wide x 20" deep (24" deep including washlight)
TVM weight	680-700 lbs.
TVM floor load	Floor must support 20 lbs/sq. in. minimum
Door swing clearance	30" radius through 120° arc
Electrical	115 VAC 30A maximum electrical service. Wiring to the TVM equipment shall be 3 conductors #10 awg or larger depending on the length of the run. Recommended colors – black, white and green.
Communications options	Ethernet or other TCP/IP-based network via copper or fiber optic cabling (preferred); cellular modem (agency must contract with cellular carrier).

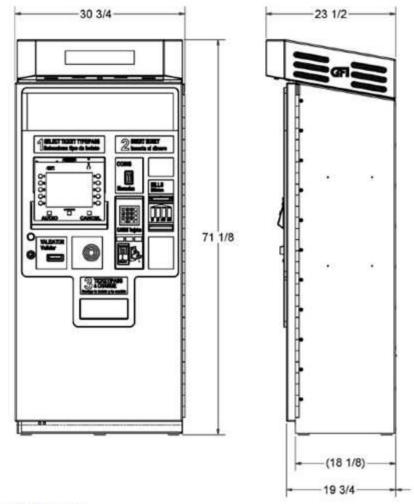
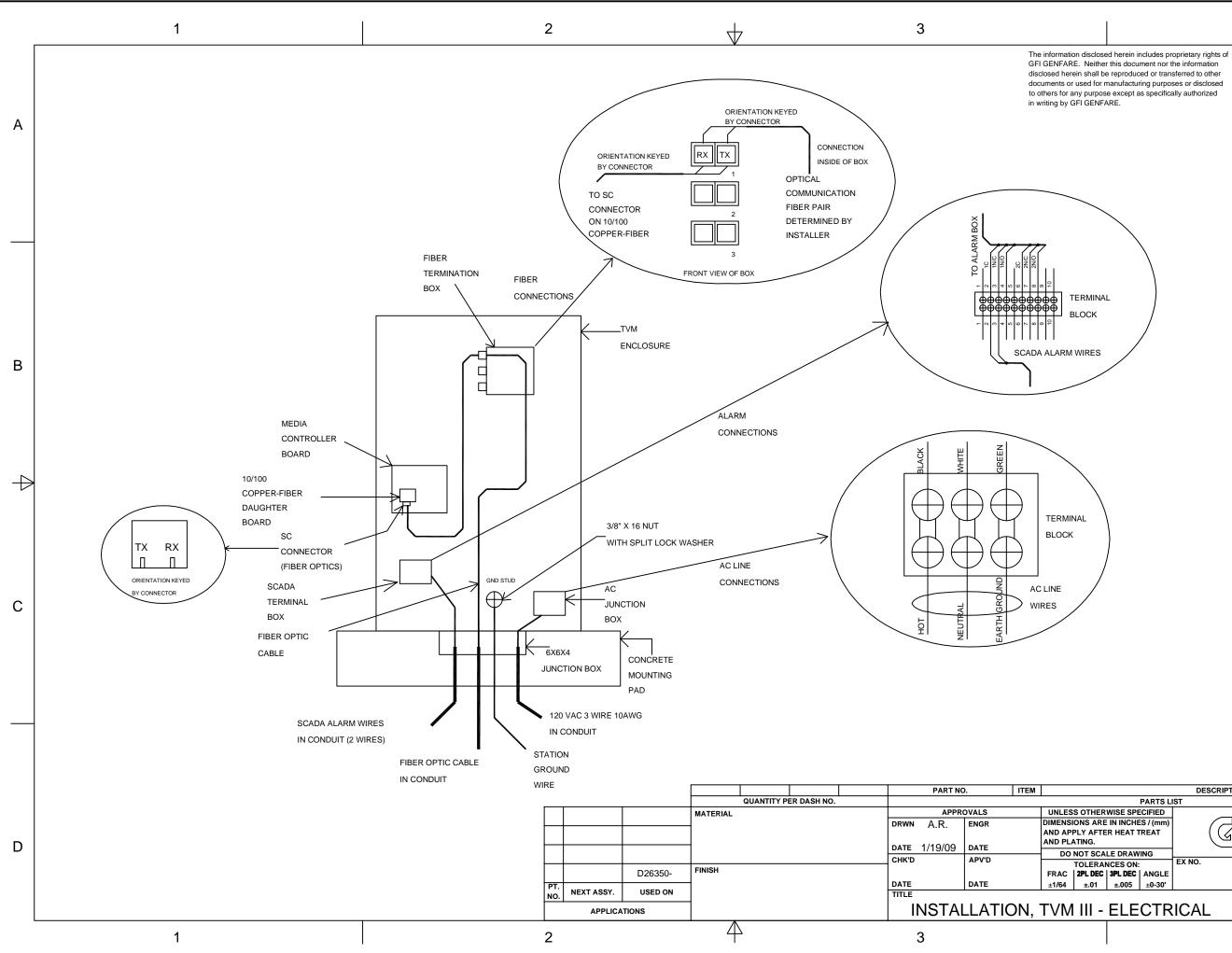


Figure 2-1. Vendstar III dimensions



Λ	
4	

E	В								
REVISION HISTORY									
REV	ECO	APV'D	DATE						
А	29-012	GJB	01/26/09						
В	29-157	GJB	10/05/09						
С	29-195	GJB	12/09/09						

В

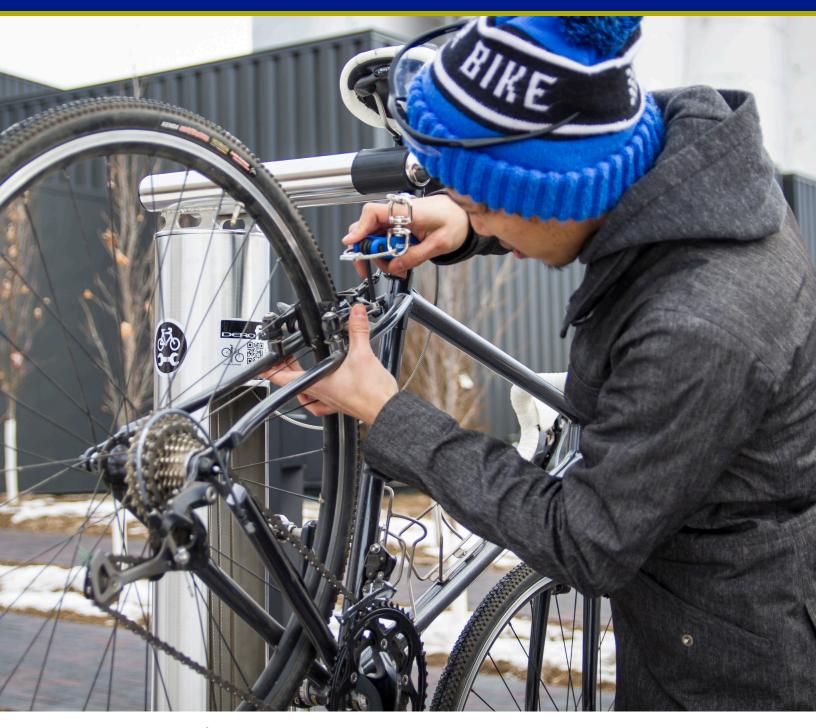
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С

А

	DESCRIPTION		NOTE			
PARTS L	IST					
ERWISE SPECIFIED						
RE IN INCHES / (mm)		GENFARE				
TER HEAT TREAT						
CALE DRAWING				D		
RANCES ON:	EX NO.	SCALE NONE	D			
EC 3PL DEC ANGLE		_	В			
±.005 ±0-30'		SHT. 1 OF 1				
		DWG NO.				
		D D D D D D D D D D D D D D D D D D D	<u>)1</u>			
- ELECTR		B26923-00				

FIXIT





Today's Service Station

The Fixit includes all the tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs. The tools and air pump are securely attached to the stand with stainless steel cables and tamper-proof fasteners. Hanging the bike from the hanger arms allows the pedals and wheels to spin freely while making adjustments.

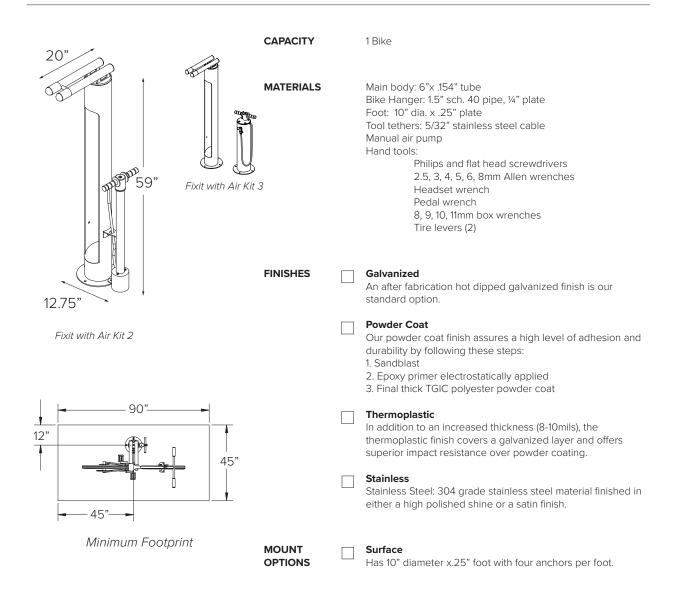
Patents D680,914 S1 and US 9,498,880 B2



FIXIT



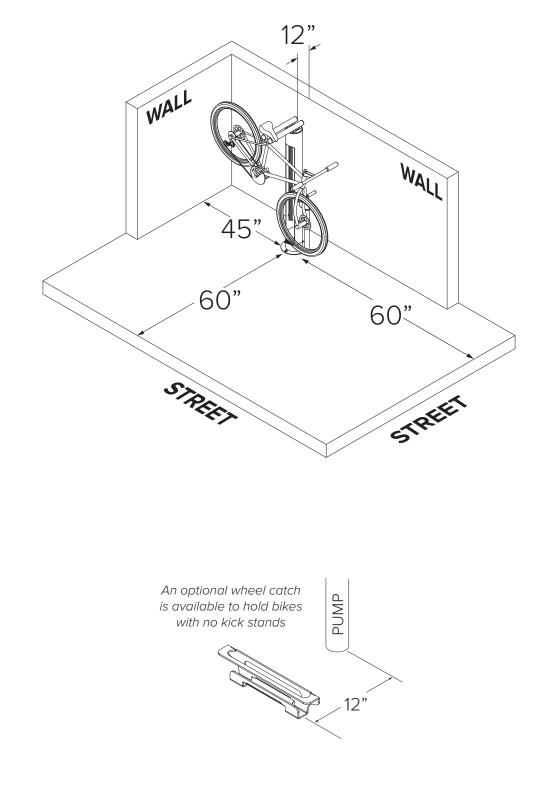
FIXIT Submittal Sheet





www.dero.com | 1-888-337-6729

FIXIT Setbacks





1-888-337-6729

www.dero.com

FIXIT Installation Instructions

TOOLS NEEDED

Hammer drill 3/8" masonry bit Hammer Socket Wrench 9/16" socket 1/2" socket Tamper-proof socket (included)* Socket extension, 6" min.



RECOMMENDED BASE MATERIAL

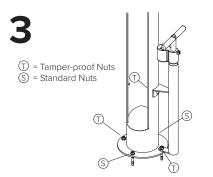
Solid concrete is the best base material for installation. To ensure the proper anchors are shipped with your rack, ask your Dero Rack representative which anchor is appropriate for your application. Be sure nothing is underneath the base material that could be damaged by drilling.

Be sure to save your tamper-resistant tools for any future maintenance. They are costly to replace.

Reference the Fixit setback recommendations and place the upright in the desired location. Use the base as a template and drill (4) 3/8" x 3" holes in the concrete with a hammer drill and masonry bit. Clean up all concrete dust from drilling.



Hammer in the (4) wedge anchors. Leave at least 3/4" of an inch of exposed threads above the Fixit base.

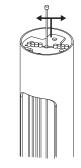


Decide which position the pump will be installed in and place the bottom pump flange over the corresponding wedge anchor. Attach the top pump flange to the Fixit upright with a carriage bolt, washer, and tamper-proof nut. Tighten all wedge anchors with washers and nuts.

Reserve one of the tamper-proof nuts to secure the tools.

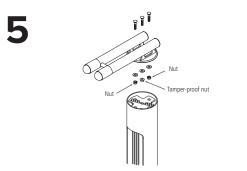


www.dero.com | 1-888-337-6729



Insert the tool cables into the cable slot on the Fixit upright.

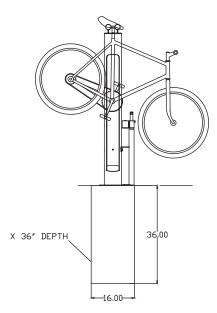
FIXIT Installation Instructions

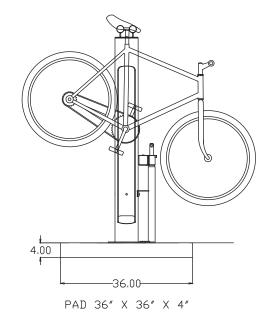


Place the bike hanger in the desired position on top of the Fixit upright and attach with carriage bolts, washers and nuts. **Apply the tamper-proof nut to center bolt to secure tools.** If you would like us to add your station to our online map, email the station's geocoordinates to web@dero.com. These coordinates can be obtained by simply clicking a point on a Google Map.

http://www.dero.com/fixitmap/fixitmap.html







Pad recommendations for pouring along trail

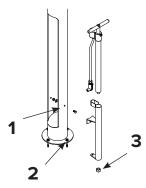


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NOTE:

All threads for all parts of the pump are right-hand threads. They tighten clockwise, and loosen counterclockwise ("righty tighty, lefty loosey"). However, when you are looking top-town at a bolt that threads from underneath, if you move it counter-clockwise from your point of view, you are actually tightening, not loosening, the nut! This has led to some unnecessary breakage of pump parts. Be sure you are looking at the nut with the proper orientation before tightening or loosening.

REMOVING THE AIR KIT FROM THE FIXIT



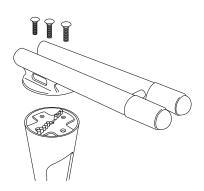
1. Remove nut and bolt on side of Fixit.

2. Remove tamperproof nut on bottom of Fixit, using the Tamperproof Penta Tool supplied for this purpose.

3. Once Airpump is removed, but still in sleeve, remove the 1 3/16" nut on the bottom of the sleeve (turning counterclockwise). You can now slide the pump out.

CHANGING THE PUMPHEAD

Remove the shrinkwrap. Unscrew the pumphead from the brass fitting (turning counterclockwise). You will need to keep the brass fitting for the new pumphead. Replace the pumphead. If you want to put on shrinkwrap, then put the shrinkwrap sleeve over the hose before replacing pumphead. Once pumphead is on, pull shrinkwrap sleeve over the brass fitting and use a heatgun to shrink it.



REPLACING TOOLS

Brass

Fitting

There are three bolts at the top of the Fixit. Underneath are two 3/8" nuts, and one penta tamper-proof nut (center bolt). These are all best removed with a socket wrench, using the extension tool to enable you to reach the nuts. Once the nuts are removed, take off the cap to replace tools.



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Specifications

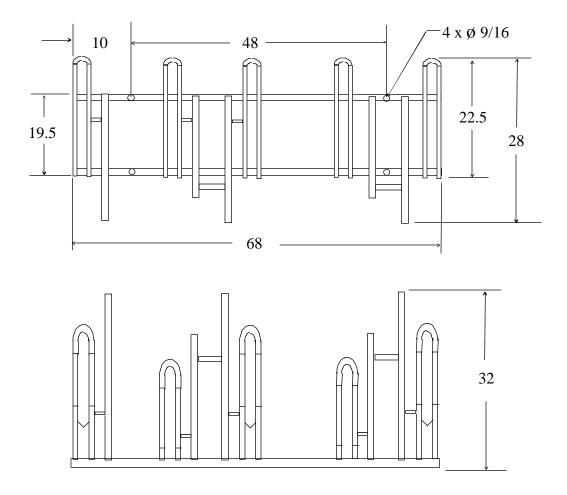
5-bike Capacity: Minimum Footprint with Bikes Inserted: 93" x 72"

(allows 12" on each side for handlebars)

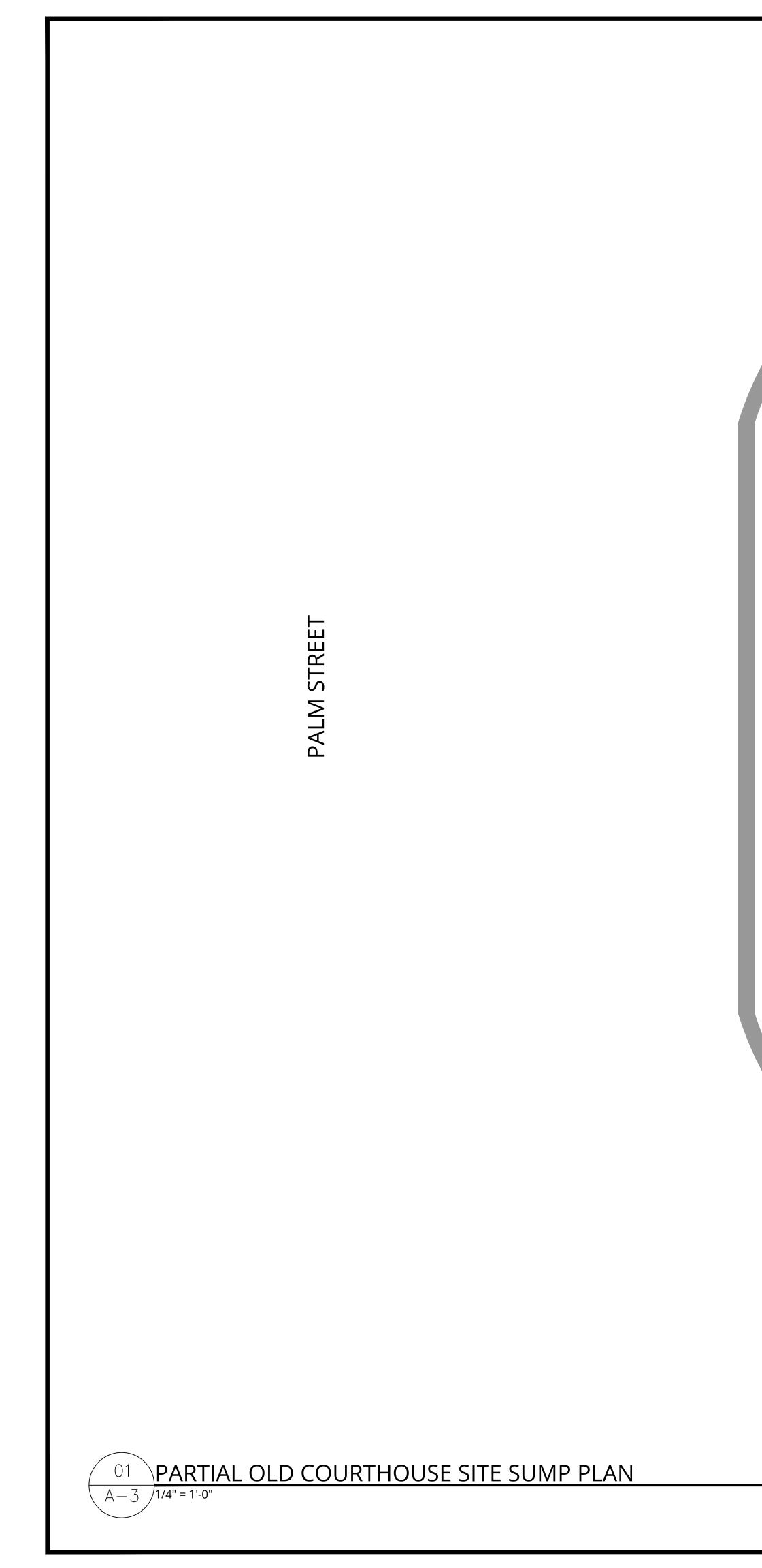
Rack with Plaque 102 Lbs

Campus Standard 82 Lbs

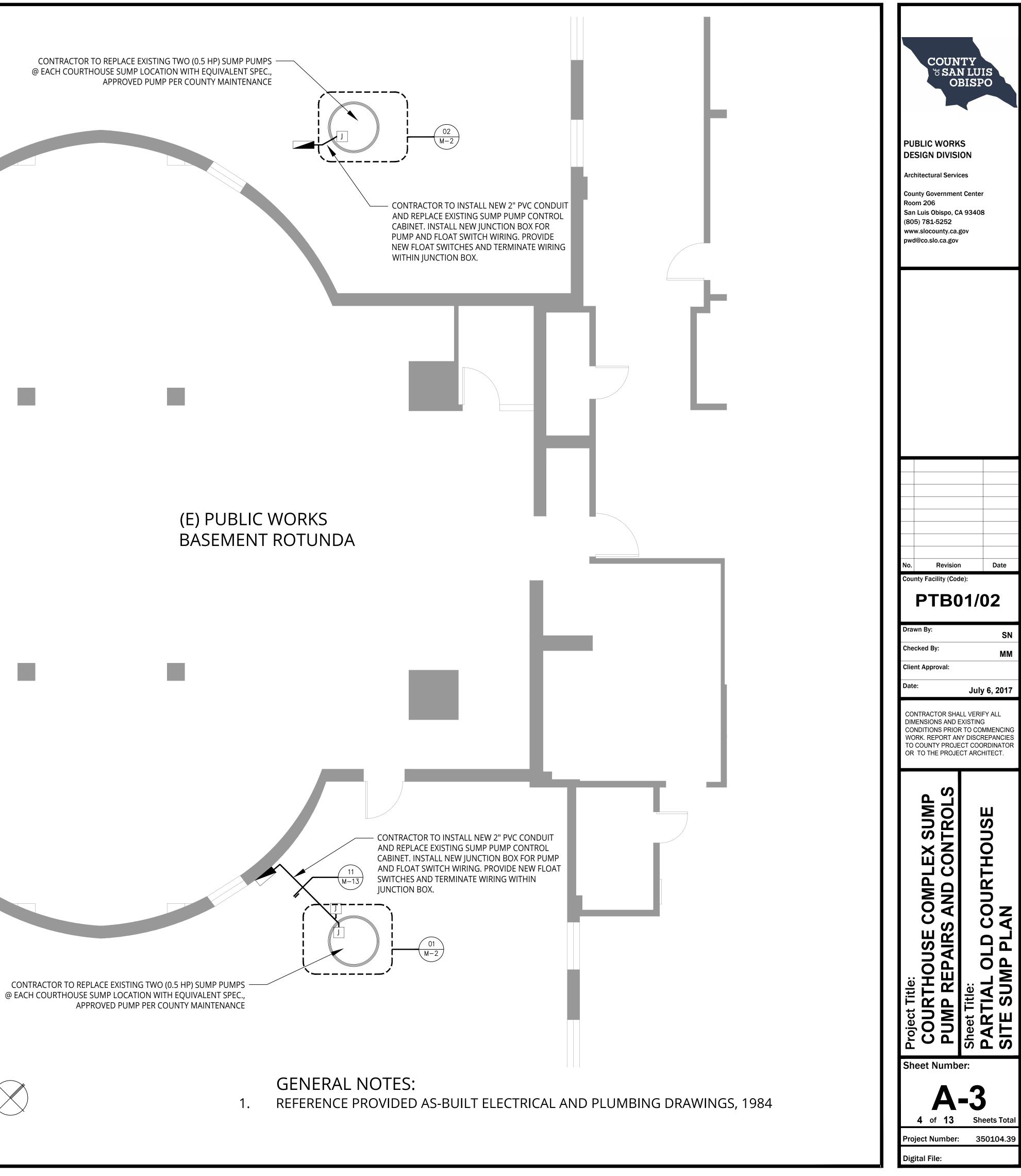
Rack with Plaque Heavy Duty Base 108 Lbs



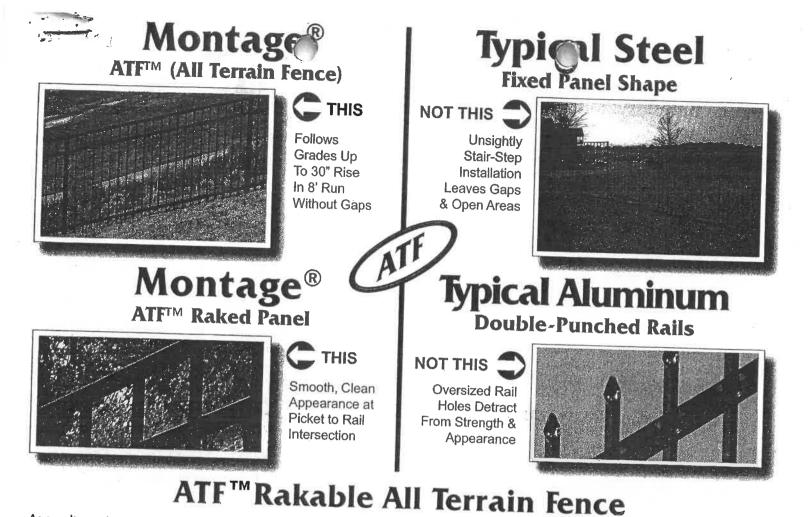
Materials	Finish	Installation		
Hot rolled ASTM A36 solid steel	Standard finish is Hot	This rack is free standing and		
bars welded with GMAW (MIG).	Dipped Galvanized for	can function without		
	superior durability.	mounting, however, it is		
Standard Base: 1/8" angle	Optional powder coat is	recommended that it be		
Heavy Base: 3/16" angle	available with sand	secured on concrete with		
Wheel Holders: 1/2" diameter	blasting, primer, color	four tamper-resistant		
Wheel Troughs: 1/8" angle	and clear coat (for	stainless steel anchors.		
Locking Bars: 5/8" diameter	additional cost).	(available from Peak Racks)		



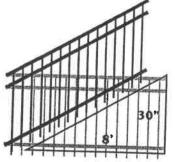
CONTRACTOR TO REPLACE EXISTING TWO (0.5 HP) SUMP PUMPS -@ EACH COURTHOUSE SUMP LOCATION WITH EQUIVALENT SPEC., APPROVED PUMP PER COUNTY MAINTENANCE 02 M-2 WITHIN JUNCTION BOX.

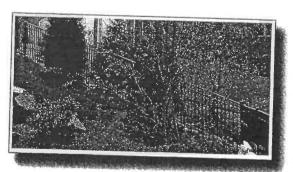


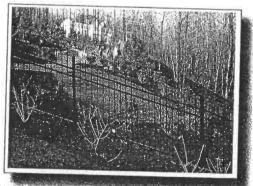




As an alternative to standard Montage[®] fixed vertical panel, the patent pending ATF[™] (All Terrain Fence) panel design enables the maximum bias for all Montage[®] styles. It is the only welded steel fence with the capability to follow severe grade changes and it can follow uneven ground contours like a second skin.

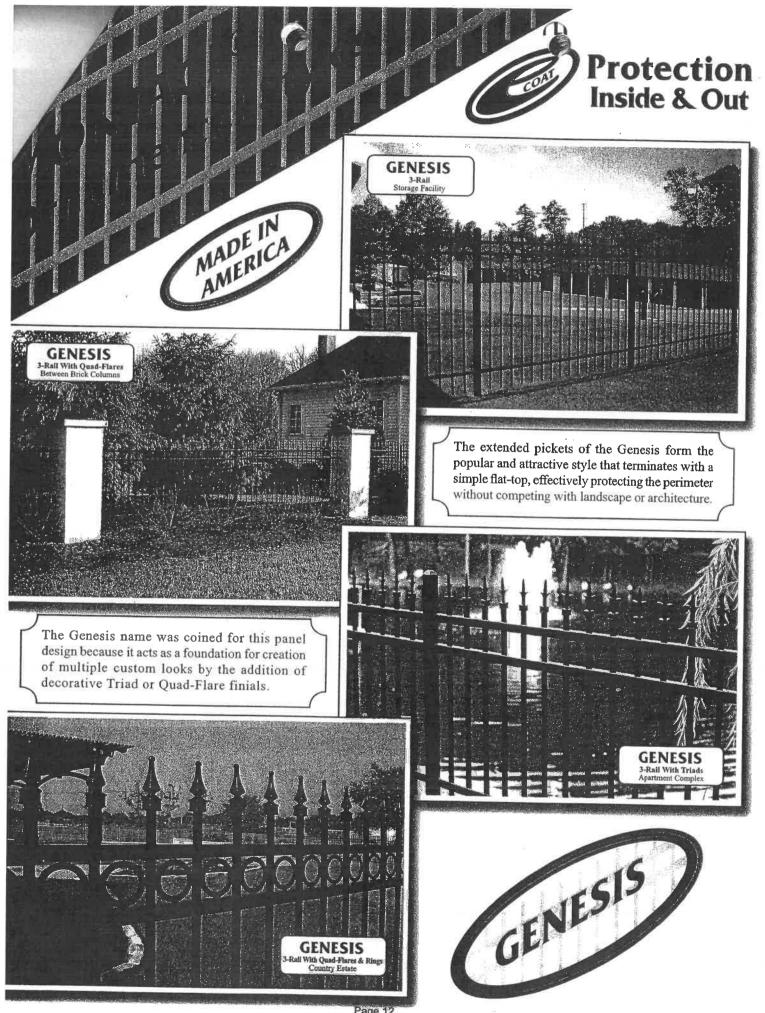






Montage^{*} is the only welded panel design that allows 3-Rail and extended picket designs to follow severe slopes.

MAKE SURE THERE ARE NO GAPS ATF™ Will Hug Your Landscape FACT!



Page 12





MANUFACTURER'S QUALIFICATIONS

Highland Products maintains at all times a quality control program as herein outlines so as to insure that all steel meets all requirments as specified under physical requirements. All steel shall be manufactured by skilled workmen who have at least five years experience in similar work.

MANUFACTURING

Welding - Structural welding shall conform to the requirments of AWS D1.1, Structural Welding Code-Steel, 1998 Edition, published by the American Welding Society.

Welding Process - Welding process shall conform to the recommended practices and guidlines for Gas Metal Arc Welding listed in (AWS C5.6, Gas Metal Arc Welding, Recommended Practices published by the American Welding Society).

All tolerances shall be within 1/8" of specified dimensions unless otherwise specified.

MATERIALS

A36 Grade Steel, Pickling Process (Mill Scale Stripping). Permeated Oil Bath, Tensile Strength 58000-80000 psi and Yield Strength 36000 psi.

PHYSICAL CHARACTERISTICS

Phosphate cleaned and coated per TT-C-490, then oven dryed. Powder Coat is then applied to a thickness of 7-15 mils. Color is to be uniform throughout as approved by owner or specifier in accordance with manufacturer's recommendation.

REQUIRED MATERIALS FOR APPROVAL

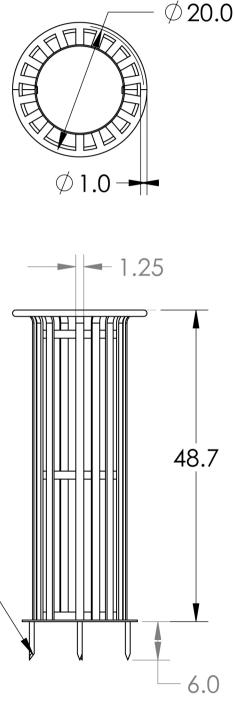
A. Shop drawings with dimensions, general contraction component parts, anchoring details and installation.

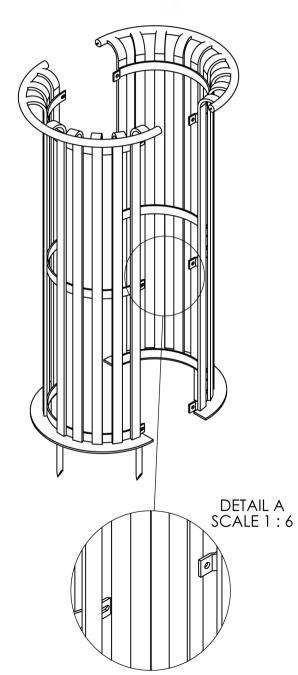
- B. Samples upon request of architects.
- C. Complete dates on manufacturer's and technical information.

MODEL: 154-1045 WEIGHT: 175 LBS

3350 NW Boca Raton Blvd., Suite B2 Boca Raton, FL, 33431 Phone: 561.620.7878 Fax: 561.620.8668

GROUND SPIKE—







Tolar Manufacturing Company, Inc.

258 Mariah Circle, Corona, CA 92879 P: (951) 808 - 0081 | F: (951) 808 - 0041

PACKING LIST

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

Order Number	12131B	
Customer Code	SANLU03	179 Cross St., Suite A
Customer Name	San Luis Obispo RTA	San Luis Obi:CA 93401

QTY Ordered	Part Number	Part_Description			Color	Verfication:			<u>By:</u>
6.00	27578-01	94 1/2" SAN LUIS OBISPO CUSTOM STR	AP BENCH		<u></u>				
		Components				Counted	Checked		
Part Number	Description		QTY /Unit	QTY Total	Load	By	By	Customer Rece	vived By
27578-00	94 1/2" SAN	LUIS OBISPO CUSTOM STRAP BENCH	1.00	6.00	6	1.C	10		
		Hardware							
Part Number	Description		QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	<u>Ship</u> Direct
8057425	ANCHOR, SI	UP-R-STUD 1/2" X 4-1/4	4.00	24.00	24	DV	D		1 🗆
			<u>i</u>	م وارد می میکند. مراجع با میکند از میکند میکند میکند میکند از میکند	<u> </u>	107 .]
QTY Ordered	Part Number	Part Description			<u>Color</u>	Verfication:			By:
4.00	25030-121	32 GAL. STEEL STRAP TRASH CAN W/ D	DOOR						
		Components				Counted	Checked		
Part Number	Description		QTY /Unit	QTY Total	Load	By	By	Customer Rece	vived By
25554-00	STEEL STR	AP W/ DOOR TRASH CAN ASSY.	1.00	4.00	4	KC.	Ð		
5				L	La			••••••••••••••••••••••••••••••••••••••	
COMMENTS	5:								
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		-							
	IJ.N.O.	TOUCH UP PAINT REQUIREM	IENT IS						
De	nont N/line	ing House to Toley Mfg. C		Comilar	: 4 [:	- 40 11	~~~~~~	f Deceint	

ana an	Hardware				Counted	Checked	Customer	Ship
Part Number	Description	QTY /Unit	QTY Total	Load	By	By	Received by	Direct
1115010	RUBBER DRUM, 32 GAL; (VERIFY FIT) RUBBERMAID	1.00	4.00	H	AV	TO		
8057425	ANCHOR, SUP-R-STUD 1/2" X 4-1/4	3.00	12.00	12	NV	10] 🗆
QTY Ordered Part Number Part Description Color Vertication: 2.00 16413-00 FLAT LED ELEC. AD-BOX HIDDEN HINGE ASSY. W/ PEDESTAL								
	Components							
Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Rece	eived By
16413-00A	FLAT AD BOX ASSEMBLY, HIDDEN HINGE W/	1.00	2.00	2	(.c	ZO		
	Hardware				Counted	Checked	Customer	Ship
Part Number	Description	<u>QTY /Unit</u>	QTY Total	Load	By	By	Received by	Direct
8027450	ANCHOR HILTI KWIK BOLT TZ 1/2" X 4-1/2" ZINC	4.00	8.00	8	DV	Ze	•	

COMMENTS:

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Order Number	12131A			
Customer Code	SANLU01	Transit Authority		
Customer Name	San Luis Obispo Regional	San Luis Obi(CA	93401	
		our Lais Obion	55401	

QTY Ordered 1.00	art Number Part Description 0081-01 17' NON AD DOME VOYAGER			<u>Color</u>	Verfication:	<u>By:</u>	
Part Number	Description	<u>QTY /Unit</u>	QTY Total	Load	Counted By	Checked By	Customer Received By
30822-00	17' VOYAGER ROOF ASSY.	1.00	1.00		10.02	70	
1002010P	PAINTED FINISHING PLUG, 5/8" STEEL FLAT TOP	36.00	36.00	36	11	10	
16841-00	ROOF PRESSURE RIB WITH BATTEN ALUM.	6.00	6.00	6	60	10	
16875-00	ROOF PANEL ALUM.	5.00	5.00	Č	Min	20	
16874-00	Z CHANNEL EXTRUSION	2.00	2.00	<u> </u>	Va.Ca	10	Bit
30533-01	POST ASSY. W/ ELECTRICAL ACCESS	1.00	1.00	1	P	10	
30560-00	POST WELD.	2.00	2.00	2	dr. m	10	
19603-00	BENCH SEAT WELDMENT - ARM REST ALUM.	2.00	2.00	0	11	1	
19604-00	BENCH SEAT WELDMENT ALUM.	1.00	1.00	$\widehat{1}$	100	The	
19655-00	SUPPORT CHANNEL WELDMENT STL.	1.00	1.00	1	40	1	

COMMENTS:

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.'

	Hardware				0	<u></u>	.	
Part Number	Description	QTY /Unit	QTY Total	Load	Counted By	Checked By	Customer Received by	<u>Ship</u> Direct
1106040	BIT, TORX T-27, TAMPER-PRUF	1.00	1.00	1	D.V	TO		
8013025	ANCHOR BOLT, J-HOOK, 1/2"-13 X 12", J-HOOK	12.00	12.00	2001	EDV	10		
8086115	BOLT, 3/8"-16 X 1", STAINLESS STL.	16.00	16.00	16	D.V	0		
8155038	HEXNUT, 1/2"-13, STAINLESS STL.	12.00	12.00	12	n.V	0		
8403100	MACHINE SCREW, 1/4"-20 X 1", BUTTON HD, TORX	12.00	12.00	12	DV	τĐ		
8542075	SH. METAL SCREW, #8 X 3/4", PAN HD, PHILLIPS	40.00	40.00	40	D.I	10)	
8645125	TEK SCREW, #14 X 1-1/4", SELF TAP, FLANGE HD	36.00	36.00	36	AV	-720		
8684053	FLAT WASHER, 1/4", STN. STL.	12.00	12.00	12	nV	10		
8685100	FLAT WASHER, 3/8", STAINLESS STL.	28.00	28.00	98	D.V	10		
8685150	FLAT WASHER, 5/8", STAINLESS STL.	12.00	12.00	12	AV	10		
8703049	LOCK WASHER, 1/4", STAINLESS STL.	12.00	12.00	12	AI	10		
8705068	LOCK WASHER, 3/8", STAINLESS STL.	28.00	28.00	Ub	A.V	10		
		20.00	20.00	UB	J.V	70		

COMMENTS:

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Order Numb Customer C Customer N	ode SANLU03	179 Cross S San Luis Ob)1				
QTY Ordered	Part Number Part Description			Color \	/erfication:			Βγ:
1.00	30080-01 22' NON AD DOME VOYAGER							
	Components				Counted	Checked		
Part Number	Description	<u>QTY /Unit</u>	QTY Total	Load	Ву	By	Customer Rece	eived By
30779-00	22' VOYAGER ROOF ASSY.	1.00	1.00	- [A.C	20		
1002010P	PAINTED FINISHING PLUG, 5/8" STEEL FLAT TOP	42.00	42.00	42	C.C.	10		ne na kiji
16841-00	ROOF PRESSURE RIB WITH BATTEN ALUM.	7.00	7.00	Z	6	10		
19629-00	ROOF PANEL	6.00	6.00	6	N.M	10		
19630-00	Z CHANNEL EXTRUSION	6.00	6.00	6	10	10		
30664-00	POST WELDMENT LEFT. STL.	1.00	1.00	1	A.M	20		
30667-00	POST WELD. MID RIGHT. STL.	1.00	1.00	j.	M.M	10		
30712-00	POST WELD. MID LEFT. STL.	1.00	1.00	1	n. M	to		
30731-01	POST ASSY. WITH ELECTRICAL ACCESS	1.00	1.00	1	u. pr	0		
19656-00	SUPPORT CHANNEL WELDMENT STL.	2.00	2.00	2	Γ	To		
30810-00	EURO BENCH WITH V-BAR ASSY. 72"	2.00	2.00	2	6.0	To		
	Hardware							
Part Number	Description	<u>QTY /Unit</u>	QTY Total	Load	Counted By	Checked By	Customer Received by	<u>Ship</u> Direct
1106040	BIT, TORX T-27, TAMPER-PRUF	1.00	1.00	1	D.V	TO		
8013025	ANCHOR BOLT, J-HOOK, 1/2"-13 X 12", J-HOOK	16.00	16.00	16	11-11	10		
8086115	BOLT, 3/8"-16 X 1", STAINLESS STL.	24.00	24.00	กับ	\hat{n}	In		
8155038	HEXNUT, 1/2"-13, STAINLESS STL.	16.00	16.00	16	\mathcal{D}	10		
8403100	MACHINE SCREW, 1/4"-20 X 1", BUTTON HD, TORX	25.00	25.00	25	A.V	10		
COMMENTS:	````							

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8542075	SH. METAL SCREW, #8 X 3/4", PAN HD, PHILLIPS	120.00	120.00	120	p.V	TO	
8645125	TEK SCREW, #14 X 1-1/4", SELF TAP, FLANGE HD	42.00	42.00	42	DIV	10	
8684053	FLAT WASHER, 1/4", STN. STL.	25.00	25.00	25	A.V	10	
8685100	FLAT WASHER, 3/8", STAINLESS STL.	36.00	36.00	36	A.V	10	
8685150	FLAT WASHER, 5/8", STAINLESS STL.	16.00	16.00	16	D.V	10	
8703049	LOCK WASHER, 1/4", STAINLESS STL.	25.00	25.00	25	Q.1	100	
8705068	LOCK WASHER, 3/8", STAINLESS STL.	36.00	36.00	36	A.U	0	

COMMENTS:

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PACKING LIST

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

Order Numb Customer Co Customer Na	ode SANLU03	179 Cross S San Luis Ob	•	1				
QTY Ordered	Part Number Part Description			Color V	erfication:			<u>By:</u>
1.00	30080-00 22' NON AD DOME VOYAGER WITH SIG	N BRACKET						
•								
	Components		07117 - 1	<u>.</u>	Counted By	Checked By		
Part Number	Description	<u>OTY /Unit</u>	QTY Total	Load	<u>Dy</u>	DY	Customer Recei	IVED BY
30779-00	22' VOYAGER ROOF ASSY.	1.00	1.00		A.R	70		
1002010P	PAINTED FINISHING PLUG, 5/8" STEEL FLAT TOP	42.00	42.00	H2	C.C.	TO		
16841-00	ROOF PRESSURE RIB WITH BATTEN ALUM.	7.00	7.00	7	C.C	TO		
19629-00	ROOF PANEL	6.00	: 6.00	6	Min	IO		
19630-00	Z CHANNEL EXTRUSION	6.00	6.00	6	C.C	TO		
30655-00	SIGN BRACKET STL.	1.00	1.00	Ĭ	C.C	10		
30660-00	MOUNTING BRACKET WELD. STL.	2.00	2.00	2	C.C.	10		
30664-00	POST WELDMENT LEFT. STL.	1.00	1.00	1	MA	10		
30667-00	POST WELD. MID RIGHT. STL.	1.00	1.00	1	I.M	10		
30712-00	POST WELD. MID LEFT. STL.	1.00	1.00	1	N.M	10		
30731-00	POST ASSY. WITH ELECTRICAL ACCESS	1.00	1.00	1	m.M	10		
19656-00	SUPPORT CHANNEL WELDMENT STL.	2.00	2.00	2	CC	TO		
30810-00	EURO BENCH WITH V-BAR ASSY. 72"	2.00	2.00	2	C.C.	10		
	Hardware				Counted	Checked	Customer_	Ship_
Part Number	Description	QTY /Unit	QTY Total	Load	By	By	Received by	Direct
1106040	BIT, TORX T-27, TAMPER-PRUF	1.00	1.00	1	A.V	10		
8013025	ANCHOR BOLT, J-HOOK, 1/2"-13 X 12", J-HOOK	16.00	16.00	16	D.V	10		
8086115	BOLT, 3/8"-16 X 1", STAINLESS STL.	24.00	24.00	24	AV	10		
COMMENTS:					•			-

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8086302	BOLT, 3/8"-16 X 3", STAINLESS STL.	12.00	12.00	12	AU	ZO	
8155032	HEXNUT, 3/8"-16, STN. STL.	12.00	12.00	12	D.V	TO	
8155038	HEXNUT, 1/2"-13, STAINLESS STL.	16.00	16.00	16	D.V.	20	
8403100	MACHINE SCREW, 1/4"-20 X 1", BUTTON HD, TORX	25.00	25.00	25	A.V	TO	
8542075	SH. METAL SCREW, #8 X 3/4", PAN HD, PHILLIPS	120.00	120.00	120	D.V	10	
8645125	TEK SCREW, #14 X 1-1/4", SELF TAP, FLANGE HD	42.00	42.00	42	AV	10	
8684053	FLAT WASHER, 1/4", STN. STL.	25.00	25.00	25	A.V	The	
8685100	FLAT WASHER, 3/8", STAINLESS STL.	36.00	36.00	36	D.V	10	
8685150	FLAT WASHER, 5/8", STAINLESS STL.	16.00	16.00	16	A.V	10	
8703049	LOCK WASHER, 1/4", STAINLESS STL.	25.00	25.00	25	A.V	20	
8705068	LOCK WASHER, 3/8", STAINLESS STL.	36.00	36.00	36	D.V		

COMMENTS:

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258 Mariah Circle, Corona, CA 92879 P: (951) 808 - 0081 | F: (951) 808 - 0041

PACKING LIST

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt

Order Number 12131									
Customer C	· ·	179 Cross S							
Customer N	ame San Luis Obispo RTA S	San Luis Ob	i:CA 934	01					
	Part Number Part Description 30081-00 17' NON AD DOME VOYAGER WITH SIG	N BRACKET	۹	<u>Color \</u>	/erfication:			<u>By:</u>	
Components									
Part Number	Description	QTY /Unit	QTY Total	Load	<u>Counted</u> By	Checked By	Customer Rece	ived By	
30822-00	17' VOYAGER ROOF ASSY.	1.00	1.00		4.2	10			
1002010P	PAINTED FINISHING PLUG, 5/8" STEEL FLAT TOP	36.00	36.00	36	C.C	0			
16841-00	ROOF PRESSURE RIB WITH BATTEN ALUM.	6.00	6.00	6	CO	10			
16875-00	ROOF PANEL ALUM.	5.00	5.00	5	M.M	TO			
16874-00	Z CHANNEL EXTRUSION	2.00	2.00	9	V.C	TO			
30655-00	SIGN BRACKET STL	1.00	1.00	1	C	10			
30660-00	MOUNTING BRACKET WELD. STL.	2.00	2.00	2	1.0	10			
30533-00	POST ASSY. W/ ELECTRICAL ACCESS	1.00	1.00		N.M	70			
30560-00	POST WELD.	2.00	2.00	2	M.M	70			
19603-00	BENCH SEAT WELDMENT - ARM REST ALUM.	2.00	2.00	2	10	TO			
19604-00	BENCH SEAT WELDMENT ALUM.	1.00	1.00		CC	20			
19655-00	SUPPORT CHANNEL WELDMENT STL.	1.00	1.00	1	CO	10			
	Hardware				Counted	Checked	Customer	Ship	
Part Number	Description	QTY /Unit	QTY Total	Load	By	By	Received by	Direct	
1106040	BIT, TORX T-27, TAMPER-PRUF	1.00	1.00	1	A.V	IO			
8013025	ANCHOR BOLT, J-HOOK, 1/2"-13 X 12", J-HOOK	12.00	12.00	12	p.V	10	-		
8086115	BOLT, 3/8"-16 X 1", STAINLESS STL.	16.00	16.00	16	av	10			
8086302	BOLT, 3/8"-16 X 3", STAINLESS STL.	12.00	12.00	IN	1ANT	10			
	······································								

COMMENTS:

U.N.O. TOUCH UP PAINT REQUIREMENT IS _

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt P: (951) 808 - 0081 | F: (951) 808 - 0041 customerservice@tolarmfg.com

REV. 09/15/2015

Page 1 of 2

8155032	HEXNUT, 3/8"-16, STN. STL.	12.00	12.00	12	p.V	10	
8155038	HEXNUT, 1/2"-13, STAINLESS STL.	12.00	12.00	12	AV	10	
8403100	MACHINE SCREW, 1/4"-20 X 1", BUTTON HD, TORX	12.00	12.00	12	AV	To	
8542075	SH. METAL SCREW, #8 X 3/4", PAN HD, PHILLIPS	40.00	40.00	40	D.V	10	
8645125	TEK SCREW, #14 X 1-1/4", SELF TAP, FLANGE HD	36.00	36.00	36	DV	10	
8684053	FLAT WASHER, 1/4", STN. STL.	12.00	12.00	12	p.V	16	
8685100	FLAT WASHER, 3/8", STAINLESS STL.	28.00	28.00	28	Q.V.	10	
8685150	FLAT WASHER, 5/8", STAINLESS STL.	12.00	12.00	12	PV	10	
8703049	LOCK WASHER, 1/4", STAINLESS STL.	12.00	12.00	12	A.C	TO	
8705068	LOCK WASHER, 3/8", STAINLESS STL.	28.00	28.00	28	D.V.		

COMMENTS:

U.N.O. TOUCH UP PAINT REQUIREMENT IS _____

Report Missing Items to Tolar Mfg. Customer Service within 48 Hours of Receipt P: (951) 808 - 0081 | F: (951) 808 - 0041 customerservice@tolarmfg.com

BID SCHEDULE/BID FORM - REVISED

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

San Luis Obispo County, California

REGIONAL TRANSIT AUTHORITY TRANSIT CENTER

Item	Description	Unit	Quantity	Unit Cost (Figures)	Total Cost (Figures)
1	TRAFFIC CONTROL	LS	1		
2	WATER POLLUTION CONTROL	LS	1		
3	MOBILIZATION, CLEAN UP AND DEMOB	LS	1		
	SITE CLEARING, DEMOLITION AND EARTHWORK				
4	EXCAVATION (EXPORT)	CY	70		
5	CONCRETE REMOVAL (SIDEWALK)	SF	145		
5A	DEMOLITION AND REMOVAL OF EXISTING STRUCTURES	LS	1		
	SITE WORK/FACILITIES				
6	CONCRETE SIDEWALK (4" THICK)	SF	1,620		
7	SHELTER FOOTINGS	EA	14		
8	INSTALL 22 FT SHELTER	EA	2		
9	INSTALL 17 FT SHELTER	EA	2		
10	INSTALL BENCH	EA	4		
11	INSTALL 2-SIDED KIOSK	EA	2		
12	INSTALL TICKET VENDING MACHINE	LS	1		
13	INSTALL LED "NEXT-BUS" SIGN	EA	2		
14	INSTALL BIKE RACK	EA	2		
15	INSTALL BIKE REPAIR STATION	LS	1		
16	INSTALL TRASH RECEPTACLE	EA	4		
17	6 FT FENCE WITH GATE	LF	20		
18	MISSION TILE	LF	81		
19	6" CURB	LF	120		
	ELECTRICAL/COMMUNICATIONS				
20	SITE ELECTRICAL/COMM	LS	1		
	LANDSCAPE PLANTING				
21	TREE	EA	1		
22	RETROFIT IRRIGATION	SF	2,800		
23	SHRUB PLANTING	EA	45		
24	BARK MULCH	SF	165		
25	TURF (SOD)	SF	950		
26	BEND-A-BOARD	LF	45		
27	TREE GUARD	EA	1		
	MISCELLANEOUS				
28	CONSTRUCTION STAKING	LS	1		
ΤΟΤΑΙ	BASE BID				

Total Base Bid Amount in Words: _	
Signature of Bidder:	Date:

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown above. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

The quantities of work or material stated in the Unit Price Items of the Bid Schedule are supplied only to give an indication of the general scope of the work; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price Item of the work by an amount up to and including 25 percent of any Bid Item, without a change in the Unit Price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No	_ Date		Addendum No	_Date
Addendum No	Date		Addendum No	Date
The representations made	e herein are	e made under p	penalty of perjury.	
Dated:		Bidder:		_
		Ву:		
Contractor's License No. 8	& Expiratio	n Date:		_
		Title:		

END OF BID SCHEDULE/BID FORM

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into between the County of San Luis Obispo, a political subdivision of the State of California (County), and San Luis Obispo Regional Transit Authority, a joint powers agency in the State of California (SLORTA), and will replace and supersede all previous agreements between County and SLORTA, with respect to the Premises hereinafter described.

WHEREAS, County owns real property located at 1050 Monterey Street, 1035 Palm Street, and 976 Osos Street in the City of San Luis Obispo, described as APN 002-324-010 (Exhibit "A"), more commonly known as the San Luis Obispo County Government Center (Government Center); and

WHEREAS, On October 8, 1996, the County Board of Supervisors authorized and granted SLORTA, under a written Use Permit For Passenger Waiting Shelters (Use Permit), the exclusive and conditional use of 720 square feet of land located on the corner of Palm Street and Osos Street at the Government Center (the Premises) to construct, install, operate and maintain one covered passenger waiting shelter, four benches and bicycle racks; and

WHEREAS, SLORTA now desires to enhance and expand the Premises to create a multimodal Transit Center (Transit Center) and will obtain all required regulatory permits and entitlements to construct, maintain, and operate the Transit Center at the Premises, as defined in Paragraphs 9 and 10 below, and for no other use; and

WHEREAS, SLORTA and County desire to terminate the Use Permit and concurrently enter into a license agreement (License Agreement) with the County for a twenty-five (25) year term with the right and option to negotiate an additional twenty-five (25) year term relating to the Premises; and

WHEREAS, in accordance with California Government Code section 25526.6, the County may license or permit for use any real property of the county to a public agency in the manner and upon the terms and conditions as the board determines, upon a finding that the conveyance is in the public interest and that the land conveyed will not substantially conflict or interfere with the use of the property by the county; and

WHEREAS, it is in the best interest of the public for the County and SLORTA to enter into a License Agreement to provide an enhanced and expanded Transit Center; and

WHEREAS, the County, through its Real Property Services division, is in agreement with the above terms.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and SLORTA (the Parties) agree as follows:

1. <u>Incorporation of Recitals</u>: The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this License Agreement as if set forth in full.

2. <u>Grant and Description of Premises</u>: County, for and in consideration of the promises contained herein, grants to SLORTA the nonexclusive right and privilege to use the Premises, as identified on the Site Plan (Exhibit "B") and consisting of approximately 1,885 square foot of real property at the Government Center, for the purpose of expanding, enhancing, operating and maintaining the Transit Center.

3. <u>Condition of Premises</u>: The use of the Premises by SLORTA shall, in itself, constitute acknowledgment that the Premises is in good and tenantable condition. SLORTA agrees to accept the Premises in its existing condition, "as is," with no repairs, warranties or reports provided by County. County shall not be obligated to make any alterations, additions or betterment thereto.

4. <u>Term</u>: The Term of this License Agreement commences upon full execution of the License Agreement, with the County being the last party to sign (the Commencement Date) and shall expire twenty-five (25) years from the Commencement Date (Initial Term), with an option to extend as described in Paragraph 5 below.

5. <u>Mutual Option to Extend</u>: Within six (6) months prior to the expiration date of the Initial Term of the License Agreement, and with the mutual written consent of the Central Services Director, or Director's designee (Director) and SLORTA, SLORTA may notify the County, in writing, of its desire to extend the term of the License Agreement for an additional twenty-five (25) year period (Extended Term). The right of SLORTA to negotiate with County any extension of this License Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

a. The License Agreement shall be in effect and SLORTA shall not be in default at the time written notice is given and on the last day of the expiring Initial Term of the License Agreement;

b. SLORTA shall not have incurred or received more than one written notice of default under the License Agreement during the then current License Agreement Term;

c. All parties must accept the terms and conditions of the Extended Term in writing prior to any effective extension. If the term of this License Agreement is not extended as provided in this Paragraph, this License Agreement and SLORTA's right of possession shall terminate at the end of the Initial Term.

6. License Fee: Consideration for issuance of this License Agreement shall be SLORTA's satisfactory performance of the construction specified in Paragraph 8 below, and the operation, maintenance and repair of the Premises to County's standards or better in lieu of County's obligation to do the same and is deemed to be adequate compensation for this License Agreement. County has the right to enter and inspect the Transit Center and direct SLORTA to do specific operations and maintenance of the Transit Center by a specified date.

SLORTA shall maintain such records and accounts as the County Auditor-Controller may require. The County shall have the right through its representative, and at all reasonable times, to inspect such books and records; and SLORTA hereby agrees that all such records and instruments are available to the County.

County further reserves the right to examine all such books and records at any time during a one (1) year period following the termination of this License Agreement.

7. <u>Surrender</u>: Except for modifications to be retained for the benefit of County, at County's discretion, as determined at the time of termination of this License Agreement, SLORTA shall surrender the use of the Premises unto County on the last day of the Initial Term, or any Extended Term, or sooner termination of this License Agreement in the same condition as when received at the sole cost and expense of SLORTA, reasonable use and wear excepted.

8. Use of Premises and Obligation to Construct and Operate Transit Center:

a. As partial consideration for the County entering into this License Agreement, SLORTA hereby agrees to construct the Transit Center as described in this Paragraph, Paragraph 9 and as shown on Exhibit "B" (collectively, the "Project."). The Premises shall be used by SLORTA for the construction, installation, maintenance and operation of the Transit Center only and no other use shall be approved without the prior written approval of the Director.

The Project will include the design, construction and replacement of two (2) existing passenger shelters with four (4) passenger shelters with larger roof covers. The passenger shelters will feature low voltage lighting that will provide better late-night and early-morning lighting installed beneath the shelter canopies to avoid light pollution in the surrounding area. All exterior lighting shall be consistent with the City of San Luis Obispo's ("City") Zoning Regulations. The Project will include additional transit-grade benches with backs and

armrests.

SLORTA will install and maintain an electronic ticket vending machine that will allow 24/7 access to both SLORTA and SLO Transit fare media. SLORTA will install and maintain two (2) LED "next-bus" real time bus information signs under two of the passenger shelter canopies. SLORTA will replace the single backlit three-sided information kiosk with two (2) double-sided backlit kiosks.

SLORTA will replace the existing bike racks with new and higher-capacity Peak Bike Racks that are preapproved by the City and install a Dero Fixit bike tool station. The bike parking and bike tool station shall not impede any walkway or any ingress or egress to any building located at the Government Center.

SLORTA will remove the existing street tree located on Palm Street with a City-approved tree species and will be planted per City engineering standards.

SLORTA will expand the area at the Premises which surrounds the passenger shelters by replacing approximately 1,165 square feet of existing lawn with a design that conforms architecturally to the area surrounding the clock tower located at the corner of Monterey Street and Osos Street, including construction and placement of planters behind the passenger shelters.

b. SLORTA's use of the Premises shall at all times be in compliance with all laws including, but not limited to, federal and state Constitutions, federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. SLORTA expressly agrees at all times during the term of this License Agreement including any extensions or renewals, at its own cost and expense, to maintain and operate the Premises and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority, now or at any time during the term of this License Agreement in force, relating to sanitation or public health, safety or welfare.

c. SLORTA shall be solely responsible for providing all services, equipment, supplies, and personnel for the construction, administration, staffing, operation, maintenance and repair of Transit Center at the Premises. SLORTA shall comply with all labor laws and tax laws.

Any and all improvements, alterations, or additions, whether major or minor to be undertaken, shall be administered as directed in Paragraph 11 below.

9. <u>Utility Improvements</u>: Utility services may be extended from existing resources and all utility services will be separately metered. Said separate meters and utility services will be extended for SLORTA's use and installed by SLORTA at SLORTA's sole cost and expense. The utility portion of the Project will involve trenching to access power and Internet connections inside the County Public Works building for the various electronic equipment to be installed.

SLORTA will contact Underground Service Alert (USA), a State agency, to facilitate the marking of the Premises where underground utility lines reside (electrical, gas, water, fiber-optic cables, etc.). SLORTA will avoid underground utilities, as indicated by USA markings, when performing any improvements at the Premises.

SLORTA agrees to work with the County to coordinate the installation and/or extension of such utilities on the Premises as to minimize any destruction and/or disruption to the Government Center, which contains critical infrastructure areas. SLORTA will provide at least ten (10) business days to County to allow for review and coordination of said extension.

10. <u>Ownership of Improvements</u>: Title to improvements on the Premises at the License Agreement Commencement Date is retained by the County. This License Agreement is subject to any rights of ownership in the improvements. The ownership of the Transit Center, and any and all additional alterations, additions and approved improvements constructed by SLORTA, if any, shall remain in SLORTA until expiration, or sooner termination, of the Initial Term, including any Extended Term, of this License Agreement.

Upon termination of this License Agreement, all alterations, additions and improvements made in, to or on the Premises shall, without compensation to SLORTA, become County property free and clear of all claims to or against them by SLORTA or any third person, and SLORTA shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph. The Transit Center and any and all additional improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, SLORTA shall remove those additions, alterations, signs or improvements as may be specified by County, and repair and restore the Premises to a condition satisfactory to the County at SLORTA's sole cost and expense prior to expiration of the License Agreement term. Should SLORTA fail to remove or dispose of the property as herein provided, County may, at its election, consider such property abandoned or may dispose of same at SLORTA's expense, and SLORTA shall reimburse County for said expense on demand. Also, at the expiration or earlier termination of this License Agreement, SLORTA shall quit and surrender the Premises including real property improvements in a good state of repair, damage by matters over which SLORTA has no control excepted, provided that such exculpatory provisions shall not extend to any risk which SLORTA is required to insure against as provided herein.

11. <u>Capital Improvements</u>: Any and all improvements, alterations, or additions, including the improvements specified in Paragraph 8 and 9 above, whether major or minor, to be undertaken hereunder shall be administered as follows:

a. SLORTA agrees to submit to the Director for review and approval, all plans including specifications, working drawings, and other information required by the Director, covering the improvement or proposed project. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of submittal to the City of San Luis Obispo and/or any other regulatory agency having jurisdiction over the Project. Additionally, if any of the improvements for the Transit Center require a licensed contractor, SLORTA shall submit verification of the appropriate California licensure, registration with the Department of Industrial Relations, and verification of sufficient insurance and bonding of the licensed contractor. If the Director, objects to all or any portion of the proposed plans, the Director shall state the objections specifically, and SLORTA shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided.

No improvement or alteration shall be made to the Premises, or any portion thereof, without the submission to and prior written authorization and approval of any proposed plans by the Director. Such improvements or alterations include, but are not limited to, any and all proposed improvements or alterations to the number and location of bus layover bays located at Osos Street and/or Palm Street, including the removal of any existing designated metered vehicle parking spaces located on Palm Street located between Santa Rosa Avenue and Osos Street. The Parties hereto agree that SLORTA's operations shall not obstruct or impede ingress and egress to the entrance of the Government Center or access to the yellow-marked Commercial Loading zone located on Palm Street. Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by SLORTA to be a waiver by the Director of SLORTA's need to acquire building and construction permits including, but not limited to, required permits from the City of San Luis Obispo, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes. The approval of any plans by the Director shall constitute an action of the County in its proprietary capacity only and shall in no way excuse SLORTA from complying with any laws, rules, regulations, and ordinances regarding the development and use of the Premises. Further, no approval by the Director shall limit the exercise of discretion in the review process by any City or County officer, board, or commission, or the County Board of Supervisors.

b. Upon issuance of a building permit from the City of San Luis Obispo, SLORTA shall deliver to County the Final Construction Drawings approved by the City.

c. Upon completion of construction of the Transit Center and issuance of a Notice of Completion by the City of San Luis Obispo, SLORTA shall deliver to County the Final Plans approved by the City.

d. Director shall have the right to perform a final inspection of the Premises and if it is determined that the Premises is in compliance with the aforementioned terms and conditions, the Director shall issue a written statement of compliance acknowledging completion of the Project consistent with the terms of this License Agreement. Nothing herein shall be construed to be a waiver by the Director of SLORTA's need to obtain final inspections and approvals from other required entities. SLORTA shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements. Any improvements shall comply with current prevailing wage laws, as applicable. SLORTA shall be solely liable for said compliance and shall defend and indemnify County against any claim to the contrary.

e. SLORTA shall be required to follow all applicable federal guidelines on performance security to ensure the improvements are constructed pursuant to any approved design, and SLORTA shall be required to name the County on any bond required to be obtained pursuant to any and all Federal Transit Administration requirements. In the event legal action is required to enforce performance, SLORTA will pay to County its reasonable attorney's fees and costs as determined by a court of law.

12. <u>Signs</u>: SLORTA, at its sole cost and expense, subject to prior written approval by Director may place signs on the Premises. Signs shall conform to any and all sign ordinances of the City of San Luis Obispo.

13. <u>SLORTA's Personal Property</u>: Title to all personal property, moveable furniture, and movable equipment provided by SLORTA will remain in SLORTA ownership. Furniture and equipment affixed to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraph 9 above. Upon the removal of personal property by SLORTA,

whether such removal is upon termination of this License Agreement or at any time prior thereto, SLORTA will repair all damage to the Premises caused by the addition or removal of such property. County will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of SLORTA. If SLORTA elects to attach personal property to the Premises that SLORTA does not wish to be considered a capital improvement, a written request to exclude this personal property from capital improvements will be submitted to Director for written approval prior to installation of the personal property.

14. <u>Equipment and Fixtures</u>: County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of SLORTA.

15. <u>Title</u>: SLORTA hereby acknowledges that fee title to the Premises is vested in the County and hereby covenants and agrees never to challenge, contest or resist said title. SLORTA may not acquire any right to the Premises by adverse possession or otherwise. The parties agree that the County is not transferring a leasehold interest in the Premises to SLORTA by virtue of this License Agreement.

16. <u>County's Personal Property</u>: County shall retain title to all County's personal property at the Premises and SLORTA will maintain said personal property during the term of this License Agreement. Any improvements hereafter added by County, at County's expense, will remain the personal property of County.

17. <u>Utility Expenses</u>: SLORTA shall pay, during the term of this License Agreement and any extensions or renewals thereof, all charges for utility services used on the Premises, including but not be limited to, water, sewer, trash, electric, gas, internet and telephone.

18. <u>Utility Conservation</u>: SLORTA will not waste electricity or water and agrees to cooperate fully with the County to assure the most effective and economical use of utility services provided to the Premises.

19. Janitorial: SLORTA shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal, and sweeping/cleaning of the Premises.

20. <u>Maintenance and Repairs</u>: SLORTA will be responsible for all costs of operations, maintenance and repairs to the Premises and any and all improvements, alterations and additions, including, but not limited to, landscaping, fencing, lighting (exterior and interior), electrical, gas, plumbing, heating and air conditioning, roofing, paint, windows, doors, landscaping, and asphalt. If

within fifteen (15) days of written notification by County, SLORTA fails or neglects to commence maintenance and/or repair obligations as requested by County, County may, at its option, perform such necessary maintenance and/or repairs and bill SLORTA for actual cost of said maintenance. SLORTA shall promptly reimburse County upon County's written request.

In the event of an emergency, County may take action on the Premises as may be required for the protection of persons or property, and SLORTA will reimburse County for County's reasonable expenses related to the emergency action. SLORTA shall, at all times and at SLORTA's expense, do all things reasonably necessary to protect the Premises used by SLORTA. SLORTA shall not grant, with respect to the Premises, easements, rights-of-way, licenses or permits.

21. <u>Safety</u>: SLORTA will immediately correct any unsafe condition of the Premises as well as any unsafe practices occurring thereon. SLORTA will obtain emergency medical care for any member of the public who is in need thereof because of illness or injury. SLORTA will operate the Premises in a manner to protect the health, safety, and welfare of the general public. SLORTA agrees to take all reasonable precautions to protect the Premises from damage, theft, vandalism and other such hazards.

22. <u>Employees of SLORTA</u>: All employees, agents, assignees and sub-lessees of SLORTA will be appropriately licensed when required by law. All such employees, agents, assignees and sub-lessees will be employees, agents, or assignees of SLORTA only and will not in any instance be, or be construed to be, employees, agents, or assignees of the County.

23. <u>Smoke Free Workplace</u>: SLORTA shall comply with and observe any and all applicable statutes, ordinances, rules and regulations, including, those of the federal, state, municipal, County or other public authority regulating smoking on the Premises, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the County to conduct County business. Notwithstanding any smoking prohibition set forth by County ordinance, SLORTA may request written approval of a designated smoking area by the County Public Health Officer, if permitted by law or statute.

24. <u>Drug Free Workplace</u>: SLORTA and its employees will comply with all laws related to a drug free workplace. Neither SLORTA nor its employees will unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of SLORTA's facilities or County's facilities or work sites.

25. <u>Illegal Harassment Warranty</u>: SLORTA has a duty and obligation to fully train its employees regarding behavior prohibited by law that constitutes any illegal harassment, including but not limited to, discriminatory harassment, sexual harassment and gender harassment.

26. <u>SLORTA's Responsibility for Compliance</u>: SLORTA shall at all times observe and comply with, and shall cause all his agents, employees and sublessors to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this License Agreement and any extensions thereof. If any future laws, rules, regulations, or ordinances are passed by the County of San Luis Obispo and said legislative enactment has any impact fiscal or otherwise on SLORTA, and if SLORTA does not make a timely objection to County during course of legislative process, SLORTA will be deemed to have waived any right to object at a later time and waives al damages flowing therefrom. SLORTA shall and does hereby assume responsibility for payment of any and all licenses applicable to SLORTA's operation on the Premises.

27. <u>Non-Discrimination</u>: SLORTA shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.

28. <u>Americans With Disabilities Act</u>: SLORTA shall be responsible for new construction and any alterations to the Premises which are necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws.

29. Public Records: Any and all written information submitted to and/or obtained by County from SLORTA or any other person or entity having to do with or related to this License Agreement and/or the Premises, either pursuant to this License Agreement or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250 et seq.), as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and SLORTA hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under SLORTA, any right or claim that any such information is not public record or that the same is trade secret or confidential information and hereby agrees to indemnify and hold harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by SLORTA or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs. **30. Business Hours:** It is understood and agreed that the hours of SLORTA's business operations shall be defined in SLORTA's permit with the City. If required by the City or another governmental/regulatory agency, SLORTA shall propose idle reduction strategies, air pollution control strategies, and noise-reduction techniques in its permit that will go into effect at the time the permit is executed in order to reduce noise and/or pollution impacts.

31. <u>Indemnification</u>: To the fullest extent permitted by law, SLORTA shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with SLORTA's performance or attempted performance of any obligation or duty provided for or relating to this License Agreement and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this License Agreement and the remaining language shall be given full force and effect.

32. <u>Insurance</u>: SLORTA shall obtain and maintain for the entire term of the License Agreement and SLORTA shall not perform any work under this License Agreement until after SLORTA has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. SLORTA shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

a. <u>Commercial Liability Insurance</u>: SLORTA shall maintain in full force and effect for the period covered by this License Agreement, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of SLORTA's operations in the performance of this License Agreement, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

- i. If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- ii. The policy must cover personal injury as well as bodily injury.
- iii. Blanket Contractual liability must be afforded and the policy mustcontain a cross liability or severability of interest endorsement.

b. <u>Workers' Compensation Insurance</u>: In accordance with the provisions of sections 3700 et seq. of the California Labor Code, if SLORTA has any employees, SLORTA is required to be insured against liability for workers' compensation or to undertake self-insurance. SLORTA agrees to comply with such provisions before commencing the performance of this License Agreement.

c. <u>Primary Coverage</u>. For any claims related to this License Agreement, SLORTA's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the SLORTA's insurance and shall not contribute with it.

d. <u>Notice of Cancellation</u>. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

e. <u>Waiver of Subrogation</u>. SLORTA hereby grants to County a waiver of any right to subrogation which any insurer of said SLORTA may acquire against the County by virtue of the payment of any loss under such insurance. SLORTA agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

f. Additional Insureds to Be Covered: The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the SLORTA's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

g. <u>Certification of Coverage</u>: Within fifteen (15) calendar days of the first day of the commencement date of this License Agreement, SLORTA shall furnish County with the

following for each insurance policy required to be maintained by this License Agreement, and annually thereafter:

i. A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

ii. A Workers' Compensation certificate of insurance must be provided.

iii. Upon written request by the County, the SLORTA shall provide a copy of the complete insurance policy.

iv. Approval of Insurance by County shall not relieve or decrease the extent to which the SLORTA may be held responsible for payment of damages resulting from SLORTA's services or operations pursuant to this License Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve SLORTA's obligations to provide the insurance coverage required by the specific written provisions of this License Agreement.

33. <u>Effect of Failure or Refusal</u>: If SLORTA fails or refuses to procure or maintain the insurance required by this License Agreement, or fails or refuses to furnish County with the certifications required by subparagraph G above, County shall have the right, at its option, to forthwith terminate the License Agreement for cause.

34. Taxes: As a qualified joint powers agency, the County Assessor's Office has determined that SLORTA shall not be liable for possessory interest taxes or personal property taxes.

35. Notices: Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail as follows:

To the SLORTA at:

San Luis Obispo Regional Transit Authority Attn: Geoff Straw, Executive Director 179 Cross Street San Luis Obispo, CA 93401

To the County at: County of San Luis Obispo Attn: Real Property Manager Central Services Department 1087 Santa Rosa Street San Luis Obispo, CA 93408 The address to which the notices may be mailed as aforesaid by either party may be changed by written notice given by such party to the other as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

36. <u>Termination and Breach</u>: If any of the following occur, the Director shall have the right to terminate this License Agreement effective immediately for cause upon giving written notice to SLORTA:

a. SLORTA fails to perform its duties to the satisfaction of the Director including the accumulation of multiple less-significant instances of failure to perform in accordance with this License Agreement; or

b. SLORTA fails to fulfill in a timely and professional manner its legal and contractual obligations under this License Agreement.

At the discretion of the Director, SLORTA may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate possession of the Premises. The exercise of the remedies provided for in this section shall be cumulative and in no way affect or replace other remedies available to the County.

37. <u>Waiver of Claim</u>: SLORTA hereby unconditionally waives any claim against the County, its officers, agents or employees for damage or loss caused by any suit during the term of this License Agreement or in the future. Any action, proceeding or claim, directly or indirectly, attacking the validity of this License Agreement, or any part thereof, shall be the sole responsibility and liability of SLORTA.

38. <u>Limitation of Actions</u>: SLORTA shall have no other legal or equitable rights, entitlements or interests other than those expressly stated in this License Agreement. This will apply regardless of any information exchanged or representations made by County staff or others during negotiations, prior to execution, or after execution. No representation by County staff shall be binding unless said provision is in writing and signed by the Board of Supervisors prior to the effective date.

39. Lost Revenue: If the Premises are closed for any reason including, but not limited to, war, armed conflict, public emergency, public nuisance, calamity, fire, earthquake, flood, act of God, strike, or similar act which shall prevent performance of this License Agreement in accordance with the rights and privileges granted herein, County shall not be liable to SLORTA for any lost revenues. If SLORTA's business is interrupted, the County shall not be liable to SLORTA for any lost

revenues or claims against SLORTA from third parties including, but not limited, to SLORTA's employees.

40. Eminent Domain: If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the license given shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of County. In the event that there shall be partial taking of the Premises during the term of this License Agreement under the power of eminent domain, this License Agreement shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this License Agreement shall at County's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of County. .

41. <u>Destruction of Premises</u>: Should any matter or condition beyond the control of the parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other labor disturbance prevent performance of this License Agreement in accordance with the rights and privileges granted herein, this License Agreement shall immediately be terminated and the County shall be under no obligation to SLORTA by reason of said matter or condition.

Should any aforementioned matter or condition create eligibility for Federal, State or any other governmental jurisdictional relief assistance and/or aid, both parties agree to take all reasonable steps necessary to procure such assistance and/or aid, in their respective capacities at the time of such application.

42. <u>Hazardous Waste</u>: SLORTA shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (Hazardous Materials Laws) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively Hazardous Materials). SLORTA shall, except in the event of County's sole negligence, indemnify, defend, protect and hold County, each of County's offices, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or

damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or SLORTA's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) SLORTA's failure to comply with any Hazardous Materials law. SLORTA's or County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by SLORTA and County and shall survive the expiration or earlier termination of the term of this License Agreement. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, lessors, or sublessors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

43. <u>Storm Water Control Plan and Storm Water Management</u>: SLORTA shall adhere to the requirements of the Storm Water General Permit (Permit) issued to the County of San Luis Obispo by the State Water Resources Control Board (State Board) that governs stormwater and nonstormwater discharges pertaining to the Premises. Activities performed on the Premises shall conform to the Permit, and SLORTA shall adhere to all current and future requirements established by the State Board for the County. Further, SLORTA shall be responsible for developing a new Stormwater Pollution Prevention Plan (SWPPP) including a Spill Response Plan that is acceptable to County and the City of San Luis Obispo, for SLORTA's use of the Premises. SLORTA shall complete and submit to the County by July 1st of each year, an annual inspection report (Exhibit "C"). In order to verify compliance with the measures in the Permit and the information in the annual report, the SLORTA shall allow the County to inspect the Premises up to twice annually and will cooperate with County to correct any violations to the Permit and fulfilling the reporting requirements to the State Board. Failure to correct any violation and/or cooperate with the County in fulfilling these requirements will be deemed a failure of performance as defined in section 37 of this agreement.

44. Severability: The invalidity of any provision of this License Agreement shall not affect the validity, enforceability of any other provisions of this License Agreement.

45. <u>Law</u>: This License Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this License Agreement shall be determined and governed by the laws of the State of California.

46. <u>Venue</u>: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this License Agreement.

47. <u>Authority to Execute this License Agreement</u> Any individual executing this License Agreement on behalf of SLORTA represents and warrants that he/she is duly authorized to execute and deliver this License Agreement on behalf of the SLORTA, and that this License Agreement is binding upon SLORTA in accordance with its terms.

48. <u>Waiver of License Agreement Terms</u>: No waiver by either party at any time of any of the terms, conditions or covenants of this License Agreement shall be deemed as a waiver at any time thereafter of that same or of any other terms, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of County to re-enter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent than or thereafter accursed shall impair any such right, power or privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to SLORTA shall be required to restore or revive after the waiver by County of any default. No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to County by this License Agreement shall be deemed cumulative.

49. <u>Assignment of License Agreement</u>: SLORTA will not assign, transfer, or delegate this License Agreement or any interest therein. Any attempt by SLORTA to transfer this License Agreement will terminate it.

50. <u>Entire Agreement and Modifications</u>: This License Agreement and the attached Exhibits herein made a part of this License Agreement by reference, embodies the whole License Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this License Agreement must be in writing and executed by both SLORTA and County.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement this _____

day of _____, 2017.

COUNTY OF SAN LUIS OBISPO

Ву: _____

Chairperson of the Board of Supervisors

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By:

Geoff Straw, Executive Director

APPROVED BY THE BOARD OF SUPERVISORS

Date:______

This _____ day of ______, 2017

ATTEST:

Clerk of the Board of Supervisors

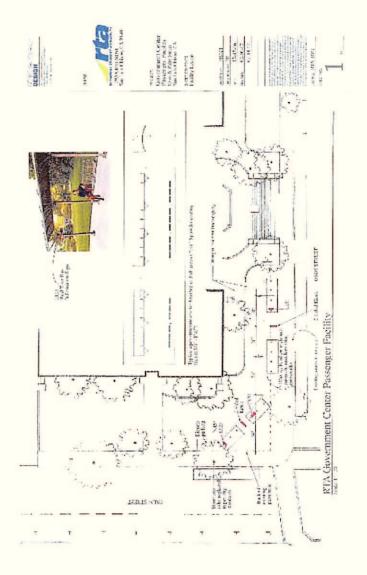
APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL **County** Counsel By:_ **Deputy County Counsel** Date:

CITY OF SAN LUIS OBISPO ASSESSOR'S WP COUNTY OF SAN LUIS OBESPO, CAUNTY OF BOOK 002 PACE '32 002-32 (35) _ 0901 03 .12 3 CC. IT. 9 15-86 APA - PM 38-59 ST. ST. 6 2 48 AC 1 13 ST. (* 0 290 McDOUGALLS SUB. 326 (2) C 3 32 . 5 325) -1 Θ 3 18-12 1 NT-bi Government Center APN 002-324-010 DOUGALI -0 -01 6 3 .Te % GOV'T ASOR ATMAR 60 -12 22 C \$14 SUBDIVISION UBDIVISION 1 3 ۲ m 62 -26:27 28 29:30 (B) T'VOD 1 N 54-06 E 9 @° •= (12) COUNTY COURTHOU 24 S 23 24 25 (S) McDOUGALL CHAPEKS Cale 2 a · 22 9 (2) : Z (1) 324 323 3 22.96 15 5050 the **PREMISES** 0 00 A SLO CITY HALL • LIBRARY 87 3 32) 8 322 6 MONTEREY ANN ----PALM THES A SSE 327 MILL -"0 10-11-CO 09 322.92 5 .12 NORRO . 20 4

EXHIBIT "A" COUNTY GOVERNMENT CENTER

EXHIBIT "B" SITE PLAN



General Information	formation
Facility Name:	Facility Location or Description:
County Facility Code & APN:	Date of Inspection:
Inspector's Name(s), Title(s) & Phone:	Type of Inspection: D Regular Maintenance D Pre-storm event
Total Site Area:	During storm event Douling storm event Total Parking Area:
Proximity to Receiving Water: Does the facility discharge directly or adjacent	:: Does the facility discharge directly or adjacent to a 303(d) water body or environmentally sensitive area?
Weather Ir	Weather Information
Weather at time of this inspection? Clear Cloudy L Rain C Steet C Fog C Snowing C High Winds	State of the second
Chher: Temperature:	
Site Stormwater Man	Site Stormwater Management Information
Is there a chronic history of spills and leaks? Uves ONO ONIA if yes, describe:	Is there evidence of leaks and drips from equipment and machinery? CYes DNo DN/A If yes, describe:
Have any discharges occurred since the last inspection? <pre>DVes DNo DNA</pre> If yes, describe:	is there a spill prevention and response team? □Yes □No □N/A If yes, describe:
Are there any discharges at the time of inspection, including non- stormwater related outfall? UYes UN0 UNA If yes, describe:	Are appropriate spill containment and cleanup materials kept on site and in convenient locations? □Yes □No □N/A ff yes, describe:
Are cleanup procedures for spills followed regularly and correctly? DYes DNo DN/A If yes, describe:	Are personnel regularly trained in the used of spill control materials? OYes ONo ONA If yes, describe:

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Are all stopes, graded and disturbed are worked on properly stabilized? Are natural resource areas (streams, interesting other BMP's? Are perimeter controls and sediment adequately installed (keyed into substr maintained? Are perimeter controls and sediment adequately installed (keyed into substr maintained? Fare storm drain inlets property protected discharge points and receiving waters fre sediment deposits? 5 Is the construction exit preventing sedim being tracked into the street? 7 Is trashrifter from work areas collected and contentials that are potential st dewaterials that are potential st dewatering) properly controlled? 9 Are non-stormwater disclo or under cover? 1 2 3	eas being wetlands, filtration or fi barntens trate) and d and are ree of any ment from		DYes DNo DYes DNo DYes DNo DYes DNo DYes DNo DYes DNo	01 02 03 04 05 01 02 03 04 05
Are natural resource mature trees, etc.) prote other BMP's? Are perimeter contro adequately installed maintained? Are storm drain inlets discharge points and sediment deposits? Is the construction as be tracked into the s available, clearly marke is trashifter from work is trashifter from work contaminants stored in Are materials that dewatering) property co dewatering) property co	┟────┼──┼──┼──┼──┼──		┟━━┉━┫╼╼╼┨╼╍╼┥╼╍╍┠╍╼═╂╼╼╸	01 02 03 04 05 01 02 03 04 05 01 02 03 04 05 01 02 03 04 05
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Material Stored Onsite			ŀ	
- N Ø	tte: Typical Quantity/Frequency: (ex. – gal/day, ibs/wk)	Is Stored Material Likely to Generate Pollutants?		Corrective Action Needed and Notes:
3 5		DYes DNo		
e.		UYes DNo		
	5	DYes DNo		
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5		DYes DNo		
6		UYes UNo		

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For Effectiveness of Best Management Practices (BMP's) listed, D1 = No BMP's used and stormwater polition likely, D2 = Some BMP's used but not effective, D3 = Some BMP's used and very effective/structural BMP's needed, or D5 All necessary

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L	I Site Activity and BMP ⁴	Applicable	Maint	Effectiveness of BMP Measures, Corrective Action Needed
	("note: for each typical BMP see SC-11 for Spill	Activity:	Required:	and Notes:
	Prevention, Control and Cleanup Procedures)		-	
<	Vehicle and Equipment Fueling: (Ref. SC-20)			01 02 03 04 05
	 Are areas free of spils/leaks/trash, shutoff valves 	DYes	DYes	
	installed, staff training in fueling + cleanup procedures,			
	spill control absorbent materials ready, drains labeled	oND	ŶD	
	lor olivwater separatur, server, and summulann, ruer			
		AND		
B	Vehicle and Equipment Washing/Steam Cleaning:			01 02 03 04 05
	(Ref. SC-21)	ΩYes	OYes	
	 Are areas free of spills/leaks/trash, vehicles cleaned at 			
	commercial cleaning facility off-site, washing area	ONO	oNo	
	clearly marked, signage posted that discharges to		2	
	stormdrain prohibited, trash containers provided, map			
	of storm drain to prevent discharge of wash water?			
ပ	Ч Р	:		
	Re.	OYes	ΩYes	
	 Are areas free of späts/leaks/trash, idle equipment 			
	stored under cover, drip pans used for leaking	ONC	OND	
_	vehicles/equipment, maintenance areas designed to	2	:	
	prevent stormwater pollution, signs painted on			
	stormdrain intets to prohibit liquid or solid wastes,			
	covered or rooted work area, spill control materials available?			
0	Out			01 02 03 04 05
)		DYes	ΩYes	
	 Are areas free of spills/leaks/trash, materials stored 			
	inside when feasible, training of staff in transfer of	°ND	OND	
	materials + spil management, spill control materials			
	available, dry sweeping of area, storage containers	AND		
Ц	1 Outdoor Container Storage of Llouids: (Ref. SC-31)			D1 D2 D3 D4 D5
J				0

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Inside when faceble, interpret of the transfer of the t		Site Activity and BMP* (*note: for each typical BMP see SC-11 for Spill Prevention. Control and Cleanus Procedures)	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
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Outdoor Storage of Raw Materials Ref. SC-33 Outdoor Storage of Raw Materials Curdoor Storage of Raw Materials Ref. SC-33 Outdoor Storage of Raw Materials Curdoor Storage Curdoo St		 Are areas need of spinsnearsudaxi, nating som in spin management, spill control materials available, secondary containment berm or curb, cover or 	°N I	OND	
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red to DYes DYes Tevices tevices tevices ascepte, DNo DNo DNo Com Contract Comments of Non-Com	ŀ	Partino/Storage Area Maintenance: (Ref. SC-43)			01 02 03 04 05
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Page 24 of 25

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Applicable Maint. Effectiveness of BMP Measures, Corrective Action Needed Activity: Required: and Notes:		
Maint. Required:	OV B:	
Applicable Activity:	not described ab	
Site Activity and BMP* ("note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)	Area for information and comments or incidents of non-compliance not described above:	