

**ORANGEVALE  
RECREATION & PARK DISTRICT**

**COMMUNITY CENTER PARK –  
PATHWAYS & TRAILS PROJECT**

**PROJECT MANUAL**



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**Section A: Bid Documents**

## **NOTICE TO CONTRACTORS INVITING FORMAL BIDS**

NOTICE IS HEREBY GIVEN that Orangevale Recreation & Park District (the “District”) will receive formal sealed bids for the ward of contract for the following described project as follows:

<b>BID DATE:</b>	<b>Thursday, July 18, 2024, no later than 10:00 a.m. Pacific Time</b>
<b>SUBMIT BIDS TO:</b>	<b>Orangevale Recreation &amp; Park District 6826 Hazel Avenue Orangevale, CA 95662</b>
<b>PROJECT DESCRIPTION:</b>	<b>Orangevale Community Center Park – Pathways and Trails Project</b>
<b>PROJECT ESTIMATE:</b>	<b>\$140,000 (Base Bid)</b>
<b>CONTRACTOR’S CALIFORNIA LICENSE</b>	<b>General Contractor, Landscape Contractor</b>
<b>AND/OR CLASS REQUIRED</b>	<b>Class: A, B, C27</b>

**PROJECT DESCRIPTION:** The work to be performed under this contract includes the furnishing of all labor, materials, tools, equipment, and services for the Orangevale Community Center Park – Pathways and Trails Project.

**Formal Bidding Procedure:** All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the District offices at 6826 Hazel Avenue, Orangevale, California, 95662 and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

**THERE WILL BE A MANDATORY PRE-BID MEETING ON MONDAY, July 8, 2024 AT 9:30 AM AT THE PROJECT SITE 6826 HAZEL AVENUE, ORANGEVALE, CA 95662.** Any contractor bidding on the Project who fails to attend the mandatory pre-bid meeting will be deemed a non-responsive bidder and will have its bid returned unopened.

All questions from bidders are due by Wednesday, July 10, 2024 at 11:00 a.m. PST. Answers will be provided on Thursday, July 11, 2024 by the conclusion of the business day.

Bids must be received at the District Office no later than Thursday, July 18, 2024 at 10:00 a.m. PST

Award of this Contract requires a valid California contractor’s license with the classification

identified above at the time of award and throughout the duration of this Contract. The Contractor's California State License Number shall be clearly stated on the bidder's proposal. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Copies of the bid documents, plans and specifications are available at the office of the District, 6826 Hazel Avenue, Orangevale, California between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Complete plans and specifications are available on the District's website at [www.ovparks.com](http://www.ovparks.com). All bid questions should be directed to Peter Larimer, Landscape Architect, at [peter@mtwgroup.com](mailto:peter@mtwgroup.com) with an email copy to Becky Herz, District Administrator at [becky@ovparks.com](mailto:becky@ovparks.com). All bids should be directed to Becky Herz, District Administrator.

Each bid must be submitted on the bid forms provided in the Contract Documents, including:

- Proposal for Construction Contract - Bid Form
- List of Proposed Subcontractors
- Non-collusion Affidavit
- Pre-Bid Site Inspection Certification
- Statement of Experience
- Bid Security

**Said proposal is to be accompanied by bid security in the form of a certified check, cashier's check or bidder's bond by a surety admitted to do business in the State of California, for an amount equal to not less than ten percent (10%) of the amount of the bid submitted to be made payable to the ORANGEVALE RECREATION & PARK DISTRICT.**

The List of Proposed Subcontractors on this Project is required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq. All subcontractors listed must be registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5.

The successful contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Section 1720 et seq. and 1770 et seq. of the California Labor Code, it shall be mandatory for the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District office 6826 Hazel Avenue, Orangevale, California. Those copies shall be made available to any interested party on request.

The successful contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a

format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

The successful bidder shall also be required to furnish a bond for the faithful performance of the contract for the work in an amount equal to one hundred percent (100%) of the contract price for the work, and an additional bond in an amount equal to one hundred percent (100%) of the contract price for the work to secure payment of claims for materials furnished for or labor performed in the performance of the work. All bonds shall be issued by sureties admitted to do business in the State of California. All bonds shall be accompanied by a certificate of fact issued by the County of Sacramento, Department of Finance, County Clerk - Recorder, pursuant to Code of Civil Procedure, Section 995.640(a) or a certified copy of the Certificate of Authority issued by the State of California, Department of Insurance, with respect to any proposed surety.

The form of agreement which the successful bidder will be required to enter into will require that five percent (5%) of each progress payment be placed in retention to ensure the satisfactory performance of the contract. Alternatively, the successful bidder may substitute securities for the monies being held in retention, at bidder's sole cost and expense, as more particularly set forth in Public Contract Code Section 22300.

No telephone or facsimile machine will be available to bidders on the District premises at any time. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for opening of bids. The Board of Directors of the District reserves the right to reject any or all bids received as the public good may require and to waive any informality in bidding.

Dated: June 21, 2024

ORANGEVALE RECREATION & PARK DISTRICT

By:  \_\_\_\_\_  
Becky Herz, District Administrator

Public Notice Dates: June 21, 2024

**PROPOSAL FOR CONSTRUCTION CONTRACT  
BID FORM**

Proposal to: Board of Directors of ORANGEVALE RECREATION & PARK DISTRICT

Bidder: \_\_\_\_\_

Project: Orangevale Community Center Park – Pathway & Trails Project

Members of the Board of Directors:

1. The undersigned hereby proposes and agrees as general contractor, to furnish all labor, materials and equipment required for the above-described project and to construct the project in strict conformity with the relevant plans and specifications and all applicable laws, statutes, ordinances, rules, and regulations. A breakdown of the Bid Items appears on Attachment A to this Proposal.
  
2. If awarded the contract, the undersigned agrees to execute a contract for the Project, abide by all terms of the contract documents, furnish the bonds and certificates of insurance required by the contract, commence actual work on the Project, and complete the Project within the times specified in the plans and specifications.
  
3. The undersigned agrees that they have:
  - a. Carefully examined the plans and specifications for the Project;
  
  - b. Carefully examined all documents issued in connection with the Project including but not limited to this Proposal for Construction Contract - Bid Form, the Notice to Contractors Inviting Bids, the Instructions to Bidders, the Pre-Bid Site Inspection Certification, the contract form, the Noncollusion Affidavit, the performance bond, the labor and materials bond, and addenda numbers \_\_\_\_\_.
  
  - c. Carefully examined the job site on which the Project is to be constructed.
  
  - d. Determined to the undersigned's own satisfaction all conditions or limitations that exist or that may arise affecting the Project and difficulties that may be encountered in the construction of the Project.
  
  - e. Made this bid on the basis of such examinations, inspections and determinations, and not on the basis of any representations or promises made to the bidder by the District or by any agent of the District, and not contained in the plans and specifications for the Project nor in the documents listed above issued in connection with the Project.
  
4. With this bid is submitted a Pre-Bid Site Inspection Certification, List of Proposed



Subcontractors and Noncollusion Affidavit in the forms provided as required by Section III, Paragraph 5 of the Instructions to Bidders.

5. With this bid is submitted a bidder's security comprised of a bid bond, cash, cashier's check or certified check in an amount equal to at least ten percent (10%) of the total amount of the base bid with additive alternates set forth in Attachment A in the amount of \$\_\_\_\_\_. The bidder understands that this bidder's security may be forfeited for failure to execute a contract for the Project in the form issued to bidders in connection with the Project and post the bonds in the form and amount required by the contract documents within ten (10) calendar days after notice of award of the contract for the Project has been mailed to bidder. If a bid bond is submitted, the undersigned represents and certifies that said bond is issued by a surety admitted to do business in the State of California.
6. This bid is submitted by:
- Individual
  - Corporation (State of Incorporation) \_\_\_\_\_
  - Co-partnership
  - Joint Venture
  - Combination

If the bidder is a corporation, the state of incorporation shall be inserted above and the legal name of the corporation shall be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the bidder is a copartnership, the true name of the firm shall be set forth below together with the signature of a partner authorized to sign the contract on behalf of the copartnership.

Name and Address of Partnership or Corporation:

\_\_\_\_\_  
\_\_\_\_\_

If bid is submitted by a copartnership, combination or joint venture, the individual members and their addresses are as follows:

\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT A

### **BID PROPOSAL**

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

#### **Orangevale Community Center Park – Parking Lot Connection Project**

<b>Item</b>	<b>Unit</b>	<b>Total</b>
<b>BASE BID</b>	Lump Sum	\$
Base Bid Written Total:		
<b>ADDITIVE ALTERNATE #1</b>	Lump Sum	\$
Add Alternate #1 Written Total:		
<b>ADDITIVE ALTERNATE #2</b>	Lump Sum	\$
Add Alternate #2 Written Total:		
<b>TOTAL BASE BID PLUS ADDITIVE ALTERNATES:</b>	\$	

*Continued on next page*

**Total Base Bid Plus Additive Alternates Written Total:**

**CONTRACTOR SIGNATURE & TITLE:** \_\_\_\_\_

**CONTRACTOR LICENSE, TYPE, EXP. DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE AND E-MAIL:** \_\_\_\_\_

The District reserves the right to accept, during any phase of the project, by change order, any additive or deductive alternate(s), in whole or in part, not incorporated into the contract at the time of execution of the contract. If the District elects at any time to accept an additive or deductive alternate, or any portion thereof, the deduction taken or increase incurred shall be that which was originally set forth in the proposal. Further, the District reserves the right to add back into the project or to delete from the project, as applicable, during any phase of the project, by change order, any additive or deductive alternate(s) taken at the time of execution of the contract, in whole or in part. If the District elects at any time to add back into the contract a deductive alternate previously taken, the additional cost to the District shall be limited to that set forth in the original proposal. If the District elects at any time to delete an additive alternate previously taken, the reduction in contract price shall be the amount set forth in the original proposal for the alternate.

If awarded the contract, the undersigned will begin work not later than ten (10) days after being notified in writing by the District's Representative to commence work on the project. The undersigned will complete the work above described within sixty (60) calendar days after the date of commencement.

By submission of a proposal, proposer certifies possession of a duly issued and valid contractor's license issued by the State of California, which license authorizes proposer to contract to perform the type of work required by the specifications. Should you fail to provide the information requested below concerning State Contractor's license number and classification, the District may reject the proposal.

Receipt is hereby acknowledged of the following addenda:

Addendum Number

Date Received

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IMPORTANT NOTICE**

This bid proposal must be signed in the same name-style in which the bidder is licensed. Bidders bidding jointly or as a combination of several business organizations are specifically cautioned that such bidder must be jointly licensed in the same form and style in which the bid is executed.

I declare under penalty of perjury that the information contained in this Proposal for Construction Contract - Bid Form is true and correct.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

State License No: \_\_\_\_\_

State License Classification: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

**Acknowledgement of Addendum**

I have reviewed and understand the information provided in all addenda:

Contractor Name \_\_\_\_\_

**(Note:** No proposal shall be valid unless signed by the person making the proposal. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the same shall be signed by a valid partner; and if the party is a corporation, the same shall be signed by its properly authorized officer or officers.)

## INSTRUCTIONS TO BIDDERS

From: BOARD OF DIRECTORS OF ORANGEVALE RECREATION & PARK DISTRICT

Project: COMMUNITY CENTER PARK PATHWAYS & TRAILS PROJECT

### I

#### DEFINITIONS

1. Definitions set forth in the Contract Documents are applicable to the bidding documents.
2. "Bidding documents" include the Notice to Contractors Inviting Formal Bids, these Instructions to Bidders, any supplementary instructions to bidders, any addenda, Pre-Bid Site Inspection Certification, the Proposal for Construction Contract - Bid Form ("Bid Form"), the List of Proposed Subcontractors, the Noncollusion Affidavit, and the proposed Contract Documents. The proposed "Contract Documents" consist of the form of Agreement between the District and Contractor, General and Supplementary Conditions to the Contract, and drawings, specifications and all addenda issued prior to execution of the Contract Documents.
3. "Addenda" are written or graphic instruments issued by the District prior to the execution of the Contract Documents that modify or interpret the bidding documents by additions, deletions, clarifications or corrections.
4. A "bid" is a complete and properly signed proposal to do the work for the sums stipulated therein, submitted in accordance with the bidding documents.
5. The "base bid" is the sum stated in the bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in alternate bids.
6. An "alternate bid" (or "Alternate") is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the work, as described in the bidding documents, is accepted.
7. A "unit price" is an amount stated in the bid as a price per unit of measurement for materials, equipment or services or a portion of the work as described in the bidding documents.
8. A "bidder" is a person or entity who submits a bid.

9. A "subcontractor" is a person or entity who submits a bid to a bidder for materials, equipment or labor for a portion of the work.

## II

### **BIDDER'S REPRESENTATIONS**

1. The bidder, by making a bid, represents that:
  - A. The bidder has read and understands the bidding documents and the proposed Contract Documents, and the bid is made in accordance therewith.
  - B. The bidder has read and understands the bidding documents and Contract Documents to the extent that such documentation relates to the work for which the bid is submitted, and for other portions of the project, if any, being bid concurrently or presently under construction.
  - C. The bidder has visited the site, become familiar with local conditions under which the work is to be performed and has correlated the bidder's personal observations with the requirements of the proposed Contract Documents.
  - D. The bid is based upon the materials, equipment and systems required by the bidding documents without exception.
  - E. The bidder represents that it is licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California, to do the type of work contemplated in the project, and that it is skilled and regularly engaged in the general class or type of work called for in the bidding documents. The bidder further represents that the contractor's license number and date of expiration listed on the Bid Form and the other representations made in the Bid Form and these Instructions to Bidders are true and correct.
  - F. The bidder represents and warrants that it is registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

## III

### **BIDDING DOCUMENTS**

1. Copies:
  - A. Bidders may obtain complete sets of the bidding documents including plans and specifications for the project at the locations set forth in the Notice to Contractors Inviting Formal Bids.

- B. Bidding documents will not be issued directly to subcontractors or others unless specifically offered in the Notice to Contractors Inviting Formal Bids, or in supplementary instructions to bidders.
- C. Bidders shall use complete sets of bidding documents in preparing bids; the District does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- D. In making copies of the bidding documents available on the above terms, the District does so only for the purpose of obtaining bids on the work and does not confer a license or grant permission for any other use of the bidding documents.

2. Interpretation or Correction of Bidding Documents:

- A. The bidder shall carefully study and compare the bidding documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted, shall examine the site and local conditions, and shall at once report to the District any errors, inconsistencies or ambiguities discovered.
- B. Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, labor, etc. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule, or the sum of two or more bidding schedules, does not equal the total amounts quoted, the individual item or schedule amount shall govern and the corrected total shall be deemed to be the amount bid.
- C. Bidders and subcontractors requiring clarification or interpretation of the bidding documents shall make a written request to the District at least seven (7) days prior to the date for receipt of bids.
- D. Interpretations, corrections and changes of the bidding documents will be made by addendum. Interpretations, corrections and changes of the bidding documents made in any other manner will not be binding and bidders shall not rely upon them.

3. Substitutions:

- A. The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

- B. No substitution will be considered prior to receipt of bids unless written request for approval has been received by the District at least ten (10) days prior to the date for receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution. The District's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the District approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the contract award unless specifically provided in the Contract Documents.

4. Addenda:

- A. Addenda will be mailed or delivered to all who are known by the District office to have received a complete set of bidding documents.
- B. Copies of addenda will be made available for inspection at the District office.
- C. No addenda will be issued later than four (4) days prior to the date for receipt of bids except in addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.
- D. Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued, and the bidder shall acknowledge their receipt in the bid.

5. List of Proposed Subcontractors:

- A. The bidder shall perform, with its own organization and employees, work of a value not less than fifty percent (50%) of the value of all work contemplated by the Contract Documents except when certain items are exempted from said fifty percent (50%) requirement by written instructions from the District.
- B. All subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.
- C. In accordance with Section 4100 et seq. of the Public Contract Code of the State of California each bid shall be accompanied by a List of Proposed Subcontractors on the form provided with the Bid Form which shall specify (a) the name, location of place of business, and contractor's license number of each subcontractor who will perform work or labor, or render service to the general contractor with respect to the construction of the work or improvement, or of each subcontractor who shall specially fabricate and/or install a portion of the work or improvement according



to the plans and specifications, in an amount in excess of one-half of one percent (.5%) of the total bid; and (b) the portion of the work which will be done by each such subcontractor. The bidder shall list only one subcontractor for each portion of the work as defined by the bidder in its bid.

- D. If bidder fails to specify a subcontractor for any portion of the work to be performed pursuant to the Contract Documents in excess of one-half of one percent (.5%) of the total bid, the bidder agrees to perform that portion of the work itself.

6. Anti-Discrimination.

- A. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, gender, gender identity, gender expression, age, sexual orientation, marital status, physical disability, mental disability, medical condition, and/or genetic information, . All Bidders agree to comply with the District's anti-discrimination policy and all applicable federal and California anti-discrimination laws including but not limited to the California Fair Employment and Housing Act beginning with California Government Code Section 12940, et seq. and California Labor Code Section 1735. In addition, all bidders agree to require like compliance by any subcontractor employed by them on the work of the Contract Documents.

## IV

### **BIDDING PROCEDURES**

1. Form and Style of Bids:

- A. Bids shall be submitted on forms identical to the form included with the bidding documents. All bids shall be accompanied by a Pre-Bid Site Inspection Certification, List of Proposed Subcontractors and a Noncollusion Affidavit in order to be considered a complete bid.
- B. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- C. Interlineations, alterations and erasures must be initialed by the signer of the bid.
- D. All requested alternates shall be bid. If no change in the base bid is required, enter "No Change".
- E. Where two (2) or more bids for designated portions of the work have been requested, the bidder may, without forfeiture of the bid security, state the bidder's

refusal to accept award of less than the combination of bids stipulated by the bidder. The bidder shall make no additional stipulations on the bid form nor qualify the bid in any other manner.

- F. Each copy of the bid shall include the legal name of bidder and a statement that bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.
- G. Each copy of the bid must be signed in the same name-style in which the bidder is licensed by the Contractor's License Board of the State of California. Each copy of the bid shall include the bidder's contractor's license number which covers the work to be performed pursuant to the plans and specifications, the date of expiration of the bidder's contractor's license, and a statement under penalty of perjury signed by the authorized representative of the bidder that all the information contained in the Bid Form is true and correct. Any bid not containing this information, or a bid containing the information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the District pursuant to the requirements of Business and Professions Code Section 7028.15.

2. Bid Security:

- A. Each bid shall be accompanied by bid security in the form and amount required, pledging that the bidder will enter into a contract with the District on the terms stated in the bid and will, if required, furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. Bid security shall be in the amount of not less than ten percent (10%) of the amount of the bid being submitted by Contractor, and may be in the form of a certified check, cashier's check or surety bond. Should the bidder refuse to enter into such a contract or fail to furnish the bonds required by this Invitation to Bid and the Contract Documents, the amount of the bid security shall be forfeited to the District as liquidated damages, not as a penalty.
- B. Surety bonds shall be written on the form provided in the bidding documents and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. All surety bonds shall be issued by a surety admitted to do business in the State of California as an insurer. Each bid shall be accompanied by a certificate of fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder, with respect to such surety, which certificate is issued pursuant to Code of Civil Procedure, Section 995.640(a) or a certificate of authority with respect to such surety issued by the State of California, Department of Insurance. By virtue

of submitting the Bid Form in response to the bidding documents, the bidder certifies under penalty of perjury that all bonds provided are issued by a surety admitted to do business in the State of California as an insurer.

- D. The District will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

3. Submission of Bids:

- A. All copies of the Bid Form, the bid security, if any, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to ORANGEVALE RECREATION AND PARK DISTRICT and shall be identified with the project name, bidder's name and address and, if applicable, the designated portion of the work for which the bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- B. Bids shall be deposited at the District office prior to the time and date for receipt of bids. Bids received after the time and date for receipt of bids shall be returned unopened.
- C. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- D. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.

4. Modification or Withdrawal of Bid:

- A. A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.
- B. Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the District at the District office. Such notice shall be in writing over the signature of the bidder or by telegram. If by telegram, written confirmation over the signature of the bidder shall be mailed and postmarked on or before the date and time set for receipt of bids. A change shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are fully in conformance with these Instructions to Bidders.

- D. Bid security, if required, shall be in an amount sufficient for the bid as modified or resubmitted.
5. Disqualification of Bidders:
- A. The bidder declares by the submission of a bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, organization or corporation, and that the bid is genuine and not collusive or a sham.
  - B. More than one bid from any individual, firm, partnership, corporation or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work will cause the rejection of all bids in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered.
6. Relief of Bidders:
- A. Attention is directed to the provisions of Public Contract Code Section 5100 et seq. concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in its bid, the bidder shall give the District written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.
7. Public Records:
- A. Bid proposals and other documents responding to the Notice Inviting Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions, all bid proposals and other documents submitted in response to the Notice to Contractors Inviting Formal Bids becomes a matter of public record and shall thereupon be considered public records, except for information contained in such bid proposals deemed to be trade secrets (as defined in California Civil Code Section 3426.1) and information provided in response to the Contractor Responsibility Determination Criteria form. A bidder that indiscriminately marks all or most of its bid proposal as exempt from disclosure as a public record, whether by the notations of “trade secret”, “confidential”, “proprietary” or otherwise, may render the bid proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as bid proposals are deemed a matter of public record pursuant to the above, any bidder or other party shall be afforded access for inspection and/or copying of such bid proposals, by request made to the

District in conformity with the California Public Records Act (California Government Code Section 6250, et seq.). If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a bid proposal deemed exempt from disclosure hereunder, the bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

## V

### **CONSIDERATION OF BIDS**

1. Opening of Bids:
  - A. Unless stated otherwise in the Notice to Contractors Inviting Formal Bids, the properly identified bids received on time will be opened publicly and will be read aloud.
2. Rejection of Bids:
  - A. The District shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.
3. Consideration of Bids:
  - A. After the bids have been opened and read, they may be checked for accuracy and compliance with the requirements of the bidding documents.
  - B. It is the intent of the District to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. It is the intention of the District to award a contract only to a responsible bidder who has furnished satisfactory evidence that it has the requisite experience and ability, and that it has sufficient capital, facilities and plant to enable it to prosecute the work successfully and promptly, and to complete it within the time stated in the Contract Documents.
4. Acceptance of Bid (Award):
  - A. Award of the contract will be to the lowest responsible bidder who has

demonstrated the requisite experience, ability and financial resources to complete the work successfully and promptly, has demonstrated the ability to abide by all terms set forth in the Contract Documents and whose bid complies with the specified requirements.

- B. The District shall have the right to waive informalities or irregularities in a bid received and to accept the bid which, in the District's judgment, is in the District's best interests.
- C. The District shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the bidding documents, and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

5. Bid Protest Procedures:

Any bidder submitting a bid to the District may file a protest of the District's intent to award the contract provided that each and all of the following are complied with:

- A. The bid protest is in writing.
- B. The bid protest is filed and received by the District not more than five (5) calendar days following the Bid Opening Date.
- C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's designee shall review and evaluate the basis of the bid protest. The District's designee shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Directors will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's designee. Action by the District's Board of Directors relative to a bid protest shall be final and not subject to appeal or reconsideration. The rendition of a written statement by the District's designee and action by the Board of Directors to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the contract, the District's disposition of any bid protest or the District's decision to reject all bid proposals. I

## VI

### **POST-BID INFORMATION**

1. Submittals:
  - A. Bidder shall, as soon as practicable after notification of selection for the award of a contract, furnish to the District in writing:
    - (1) A designation of the work to be performed with the bidder's own forces;
    - (2) Names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the work; and
    - (3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work.
  - B. The bidder will be required to establish to the satisfaction of the District the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the bidding documents.
  - C. Prior to the award of the contract, the District will notify the bidder in writing if the District, after due investigation, has reasonable objection to a person or entity proposed by the bidder. If the District has reasonable objection to a proposed person or entity, the bidder may, at the bidder's option, (1) withdraw the bid, or (2) submit an acceptable substitute person or entity with an adjustment in the base bid or alternate bid to cover the difference in cost occasioned by such substitution. The District may accept the adjusted bid price or disqualify the bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
  - D. Persons and entities proposed by the bidder and to whom the District has made no reasonable objection must be used on the work for which they were proposed and shall not be changed except with the written consent of the District.
2. Return of Bid Security:
  - A. When the award of the contract has been made, the bid security accompanying the three lowest bids shall be retained by the District. All other security for bids not to be further considered in making the award will be returned. The retained bid security will be returned when the contract has been fully executed.

## VII

### **PERFORMANCE BOND AND PAYMENT BOND**

1. Bond Requirements:
  - A. The bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. The second bond shall be the payment bond required by Division Four, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California. Bonds must be secured through sureties admitted to do business in the State of California.
  - B. The cost of furnishing such bonds shall be included in the bid. If the furnishing of such bonds is required after receipt of bids and before execution of the contract, the cost of such bonds shall be added to the bid in determining the contract sum.
2. Time of Delivery and Form of Bonds:
  - A. The bidder shall deliver the required bonds to the District at the time of execution of the Contract Documents. Prior to execution of the Contract Documents, bidder shall submit evidence satisfactory to the District that such bonds will be furnished and delivered in accordance with the bidding documents.
  - B. The bidder shall also deliver a certificate of fact with respect to such surety issued by the County of Sacramento, Department of Finance, County Clerk - Recorder, which certificate is issued pursuant to Code of Civil Procedure Section 995.640(a), or a certificate of authority with respect to such surety issued by the State of California, Department of Insurance. The required certificates shall certify that each surety issuing bonds on behalf of bidder is admitted to conduct surety business in the State of California. If the required bonds and certificates are not received by District by the time for execution of the Agreement, the bid will be rejected as nonconforming and award of the contract may be made to the next lowest responsible bidder. The bid security of bidder shall be forfeited to the District as liquidated damages, not as a penalty.
  - C. The bonds shall be in substantially the same form as set forth in the bidding documents and both the performance bond and payment bond shall be written in the amount of the contract sum.
  - D. The bonds shall be dated on or after the date of the Contract Documents.
  - E. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.



## VIII

### **AGREEMENT BETWEEN PARK DISTRICT AND CONTRACTOR**

1. Execution of Agreement:

- A. A contract agreement shall be executed by the successful bidder in the form included in the Bidding Documents and returned, together with the required surety bonds and certification of insurance within ten (10) days after receipt of the contract form.
- B. The Contract Documents will require that five percent (5%) of each progress payment be placed in retention to ensure the satisfactory performance of the Contract Documents. Alternatively, the Contractor may substitute securities for the monies being held in retention, at Contractor's sole cost and expense, as more particularly set forth in Public Contract Code Section 22300.
- C. If the bidder to whom the award is made fails or refuses to enter into the contract within ten (10) calendar days from the time the Contract Documents are first received by the contractor, then the successful bidder's bid security shall be forfeited pursuant to the provisions of Section IV, Paragraph 2 of these Instructions to Bidders. The District may then award the contract to the next lowest responsible bidder.

2. Workers' Compensation Insurance.

Pursuant to California Labor Code Section 3700, the successful bidder shall secure workers' compensation insurance for its employees engaged in the work of the Contract Documents. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the work under the Contract Documents:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this contract."

The form of such Certificate is included as part of the Contract Documents.

## LIST OF PROPOSED SUBCONTRACTORS

*(to be submitted with bid)*

Pursuant to the provisions of Public Contract Code Section 4100 *et seq.*, bidder shall set forth (a) the name, location of the place of business, and Contractor's License Number of each subcontractor who will perform work or labor or render service to prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of prime contractor's total bid; (b) the portion of the work which will be done by each such subcontractor under this act. Prime contractor shall list only one subcontractor for each such portion as is defined by prime contractor in its bid. All work in excess of one-half of one percent of this bid, for which no subcontractor is listed below, shall be performed by the bidder. All subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Bidder shall not substitute any subcontractor in place of any subcontractor which is listed below or permit any subcontractor to be assigned or transferred, or allow work to be performed by anyone other than the designated subcontractor, or sublet or subcontract any of the work in excess of one-half of one percent of this bid as to which a subcontractor is not herein designated, except as otherwise provided in the Subletting and Subcontracting Fair Practices Act.

Portion of Work	Name of Subcontractor	Subcontractor's License #	Subcontractor's Address
1			
2			
3			
4			
5			
6			
7			

**NONCOLLUSION DECLARATION TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].”

\_\_\_\_\_  
Signature

**PRE-BID SITE INSPECTION CERTIFICATION**

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

Name of Bidder: \_\_\_\_\_

Dated: \_\_\_\_\_

By(signed) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Persons who inspected site of the proposed work for your firm:

Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

Title: \_\_\_\_\_

**STATEMENT OF EXPERIENCE**

**(If additional space is required for your response, please use the attached continuation page)**

Name of Firm:	
Address of Firm:	
Phone Number:	

1) How many years has your organization been in business under its present name? \_\_\_\_\_ years

2) Under what other names has your organization operated? \_\_\_\_\_

3) Type of Organization:

Corporation       Partnership       Individual       Joint Venture       Other

4) Date of Incorporation/Development: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

5) Specify type and percent of work performed with own workforce.

Type: \_\_\_\_\_ Percentage: \_\_\_\_\_

6) Have you ever failed to complete any work awarded to you? If so, note when, where and why and provide the name and business address of Owner. \_\_\_\_\_

7) Has the Contractor or officer or principals of the organization filed for, or been adjudged bankrupt, either voluntary or involuntary bankruptcy, within the past 10 years? If so, give the case number and the date on which the petition was filed, and attach a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued. \_\_\_\_\_

8) Has the Contractor or officer or principals of the organization ever had a license suspended? If so, give the date, place, under what name and under what circumstances. \_\_\_\_\_

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9) On a separate sheet, list the construction experience of key individuals in your organization. Key personnel shall include principal(s), or officer(s) having overall project responsibility, as well as on-site project manager(s), superintendent(s), project controls engineer(s), schedule manager(s), and all others involved in the management of the project.  Attached

10) Give the name and address of all bonding companies and agents with whom Contractor has done business during the last 5 years.

<u>Bonding Co.</u>	<u>Address</u>	<u>Agent</u>	<u>Amount of Bonding</u>
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11) Has the Contractor or officers or principals of the organization been involved in litigation or other claims regarding any project worked on in the past five years? If so, please state the following:

<u>Plaintiff</u>	<u>Defendant</u>	<u>Amount</u>	<u>Court</u>	<u>Disposition</u>
------------------	------------------	---------------	--------------	--------------------

12) Are there now pending or in the preceding five years have there been any actions against you or have you had to pay back wages, either because of a settlement or judgment with the California State Department of Labor Standards Enforcement for failure to pay prevailing wages? If none, so state.

<u>Name of Project</u>	<u>Date Filed</u>	<u>Disposition</u>	<u>Explain</u>
------------------------	-------------------	--------------------	----------------

13) Please list the Financial Institution where line(s) of credit have been established:

<u>Name</u>	<u>Contact Person</u>	<u>Phone</u>	<u>Amount</u>
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14) List construction and public works project your organization has completed in the past five years, giving the name of the project, location, owner, architect, contract amount, percent complete and completion date (*minimum 3 examples*)

Project Name	Name & Contact of Owner/Architect	Address of Owner/Architect	Contract Amount	Completion Date

**DECLARATION FOR STATEMENT OF EXPERIENCE**

State of California

County of \_\_\_\_\_

(Name) \_\_\_\_\_, declares under penalty of perjury:

That(s) they as (title) \_\_\_\_\_, are the party making the statement of experience and that such statement is true and correct.

Sign on appropriate line below and notarize:

\_\_\_\_\_ Signature of: Bidder, if the Bidder is an individual;

\_\_\_\_\_ Partner, if the Bidder is a partnership;

\_\_\_\_\_ Officer, if the Bidder is a Corporation.



**Section B: Procurement and Contracting Requirements**

**PAYMENT BOND TO ACCOMPANY CONTRACT**

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**Contractors must use this form, not a Surety Company form.**

WHEREAS, the Board of Directors of the Orangevale Recreation & Park District, hereinafter called "District" has awarded to \_\_\_\_\_ as principal, hereinafter designated as the "Contractor", a contract for the work described as follows:

**Orangevale Community Center Park – Pathway and Trail Project**

AND WHEREAS, Contractor is required by the provisions of Section 9950 et seq., Civil Code, to furnish a bond in connection with the contract;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the Orangevale Recreation & Park District in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
said sum is consistent with the provisions of Section 9554 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his/her/their heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Section 9950 et seq. of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the surety or sureties will pay all court costs, expenses and the reasonable attorneys' fees fixed by the court and the application and interpretation of the rights and obligations hereunder shall be pursuant to California law. Surety's obligation to the Orangevale Recreation & Park District pursuant to this bond is subject to the covenant of good faith and fair dealing.

This bond shall inure to the benefit of all persons, companies or corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for defective work or materials, except for final payment upon contract completion, shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the

terms of the contract or to the work or to the specifications of, or payment for defective work or materials.

IN WITNESS WHEREOF, three (3) identical counterparts of this instruction, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above-named on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CONTRACTOR (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISTRICT:

Orangevale Recreation & Park District  
6826 Hazel Avenue  
Orangevale, CA 95662

SURETY (Name and Principal place of business)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR AS PRINCIPAL

COMPANY: \_\_\_\_\_ (Corporate Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_ (Corporate Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney in Fact

**PERFORMANCE BOND TO ACCOMPANY CONTRACT**

---

**Contractors must use this form, not a Surety Company form.**

WHEREAS, the Board of Directors of the Orangevale Recreation & Park District, hereinafter called "District" has awarded to \_\_\_\_\_, hereinafter called "District" has awarded to a contract for the work described as follows:

**Orangevale Community Center Park – Pathway and Trails Project**

WHEREAS, Principal is required to furnish a bond in connection with the contract, guaranteeing the faithful performance of the contract;

NOW, THEREFORE, we, the undersigned Principal and Surety are held and firmly bound unto the District in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

The **condition** of this obligation is such,

That if the Contractor, his/her/its heirs, executors, administrators, successors or assigns, shall abide by and in well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof as therein provided, on his/her/their part to be kept and performed at the time and in the manner therein specified, the Surety shall have no obligation pursuant to this bond except to participate in conferences provided in subparagraph 1.1, otherwise, the Surety's obligation under this bond shall arise after:

1. The Surety's obligation:

1.1 The District has notified the Contractor and the Surety that the District is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than seven (7) calendar days after receipt of such notice to discuss methods of performing the construction contract. If the District, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the construction contract, but such agreement shall not waive the District's right to subsequently declare the Contractor in default; and

1.2 The District has declared the Contractor in default and formally terminated the Contractor's right to complete the contract. Default shall not be declared early than seven (7) calendar days after the Contractor and the Surety have received notice as provided in subparagraph 1.1; and

1.3 The District has agreed to pay the balance of the contract price to the Surety in accordance with the terms of the construction contract or to a contractor selected to perform the construction contract in accordance with the terms of the contract with the District.

2. When the District has satisfied the conditions of paragraph 1, the Surety shall immediately and at the Surety's expense take the following actions:

2.1 Undertake to perform and complete the construction contract itself, through its agents or through independent contractors. Surety shall not undertake to perform and complete the construction contract by employing, authorizing or utilizing the services of the principal contractor or affiliated organization without the written consent of the District; or

2.2 Retain a qualified contractor acceptable to the District for performance and completion of the construction project/contract. The contractor shall be selected with the District's concurrence and his/her/its performance shall be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued for the original construction contract, and sufficient to pay to District the amount of damages as described in paragraph 4 et seq. resulting from the Contractor's default; or

2.3 Waive its right to perform and complete, arrange for completion, or obtain a new contractor by determining the amount of which it may be liable to the District and as soon as practicable after the amount is determined, tender payment thereof to the District.

2.4 Surety shall proceed in accordance with paragraph 2 not later than fifteen (15) calendar days after written notice that Contractor is declared to be in default. In an emergency, or if time is of the essence in the underlying contract, District may take all reasonable actions necessary to protect the work of improvement and/or to continue the construction process pending Surety's investigation and action pursuant to paragraph 2. Cost incurred by District in protecting the work of improvement or continuing the construction process pending Surety action shall be the joint and several responsibilities of Surety and Contractor.

3. If Surety does not proceed as provided in paragraph 2 et seq., Surety shall be in default on this bond and the District shall be entitled to enforce any remedy available to District. In the event suit is brought upon this bond, Surety or Sureties will pay all court costs, expenses, and reasonable attorney fees fixed by the court.

4. After District terminates the Contractor's right to complete the construction contract, the responsibilities of the Surety to the District shall not be greater than those of the contractor under the construction contract, and responsibilities of the District to the Surety shall not be greater than those of the District under the construction contract. To the limit of the amount of this bond, but subject to commitment by the District of the balance of the contract price to mitigation of costs and damages on the construction contract, the Surety is obligated without duplication for:

4.1 The responsibilities of the Contractor for correction of defective work and completion of the construction contract.

4.2 Additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act as required in paragraphs 2 and 3.

4.3 Liquidated damages, or if no liquidated damages are specified in the construction contract, then actual damages caused by the delayed performance or non-performance of the Contractor.

5. Surety hereby waives notice of any change, including changes of time, to the construction contract or to related subcontracts, purchase orders and other obligations.

6. Notice to the Surety, the District or the Contractor shall be mailed or delivered to the address shown on the signature page.

7. This bond, the rights and obligations hereunder and the interpretation of any provision contained herein, shall be governed by the laws of the State of California and Surety, by submission of this bond to District, shall be deemed to have submitted to the jurisdiction of California courts. Surety's obligations to District pursuant to this bond are subject to the covenant of good faith and fair dealing and Surety's breach of said covenant shall give rise to a cause of action by District for damages caused by Surety's breach of said covenant.

8. For the purposes of this bond, the construction contract shall be defined as all of the documents in the agreement between District and Contractor.

9. Surety, for value received, hereby stipulates and agrees that in accordance with California Civil Code Section 8152 no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same or payment for non-conforming or defective work or materials, except for final payment upon contract completion shall in any way affect Surety's obligations or exonerate Surety on this bond, and Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications, or of payment for defective work or non-conforming work or materials.

IN WITNESS WHEREOF, three (3) identical counterparts of this instruction, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above-named on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

To be signed by Principal and Surety and Notarial Acknowledgment and Seal attached.

CONTRACTOR (Name and Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISTRICT:

Orangevale Recreation & Park District  
6826 Hazel Avenue  
Orangevale, CA 95662

SURETY (Name and Principal place of business)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR AS PRINCIPAL

COMPANY: \_\_\_\_\_ (Corporate Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_ (Corporate Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney in Fact

**CONTRACTOR'S CERTIFICATION REGARDING CHILD AND FAMILY SUPPORT ENFORCEMENT TO BE SUBMITTED WITH SIGNED CONTRACT**

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In accordance with the provisions of Public Contracts Code Section 7110, every contractor who enters into a contract with the District shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

Every written contract more than \$100,000.00 executed between a contractor and the District requires the contractor to execute the following acknowledgment.

I/we hereby acknowledge the policy of the State of California as set forth in Public Contracts Code Section 7110, recognizing the importance of child and family support obligations. I/we will fully comply with all applicable state and federal laws relating to child and family support enforcement, and to the best of my/our knowledge, I/we are fully complying with the earnings assignment orders of all employees and we are providing the names of all new employees to the new hire registry maintained by the Employment Development Department.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_



**CONTRACTOR'S CERTIFICATION REGARDING WORKERS' COMPENSATION**

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TO BE EXECUTED BY WINNING BIDDER AND  
SUBMITTED WITH SIGNED CONTRACT

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor is required to secure payment of compensation to the Contractor's employees. Each Contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work on this contract.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

## **SAMPLE GENERAL CONSTRUCTION AGREEMENT**

This Agreement is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2024, between Owner, ORANGEVALE RECREATION & PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the “District” and \_\_\_\_\_, hereinafter referred to as “Contractor”. Contractor will construct, on behalf of the District, a Project consisting of Orangevale Community Center Park – Pathways & Trails Project (the “Project”). The Project is located at 6826 Hazel Avenue, Orangevale, CA 95662 in Sacramento County, California.

### **RECITALS**

WHEREAS, the Board of Directors of the District have caused plans and specifications for the work herein mentioned to be prepared, and have approved and adopted said plans and specifications; and

WHEREAS, the Board of Directors of the District have caused to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work, and have made available instructions to bidders specifying the proper procedure to be followed in submitting sealed bids for the performance of said work; and

WHEREAS, Contractor, in response to such a notice, has submitted to the Board of Directors of the District a sealed bid for the performance of the work specified in said plans and specifications within the time stated in said notice and in the manner provided for in the bidding instructions; and

WHEREAS, the Board of Directors of the District have publicly opened and canvassed in the manner provided by law, the bid and proposal of Contractor and the other bids and proposals submitted in response to said Notice Inviting Bids; and

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and the Board of Directors of the District, as a result of the canvas of all bids, has determined and declared Contractor to be the lowest responsible bidder for said work and have awarded to Contractor a contract therefore.

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

### **CONTRACT DOCUMENTS**

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the “Contract Documents”: The Project drawings, specifications for the Project, including technical specifications, general specifications, standard specifications and any and all special provisions; the Noncollusion Affidavit; the Pre-

Bid Site Inspection Certification, the Notice to Contractors Inviting Bids; the Instructions to Bidders; the bid and proposal of Contractor, all other required bidding documents, all required bonds, and all supplemental agreements covering alterations, amendments or extensions to this Agreement and the documents which describe the work to be performed.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the District, it will be at the risk and expense of Contractor.

## **SCOPE OF WORK**

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, coordination, building permits, other required permits, sales taxes, shop drawings and samples to complete in a workman-like manner, the construction of the Orangevale Community Center Park – Pathways & Trails Project including but not limited to:

A. This project consists of constructing a concrete pathway through an existing lawn, and decomposed granite walking paths through existing undeveloped land. Project is located at Orangevale Community Center Park.

B. Work of this contract generally consists of demolition, new construction and such other items not mentioned that are required by the Contract Documents, law and governmental codes and regulations.

C. For convenience, the Specifications are divided into sections as set forth in the Table of Contents, but such segregation shall not be considered as limiting the work of any subcontract or trade, and the Owner will not be responsible for any division of work by subcontracts. Unless otherwise provided, the Contractor shall be solely responsible for all subcontract arrangements of work regardless of the locations of provisions in the Specifications.

D. Compensation for bid items not specifically identified in these Special Provisions shall include all labor, materials, tools, equipment, safety measures, and supervision required to complete the work to grades and dimensions shown on the plans or staked in the field. There shall be no compensation except for bid items specified in the Bidder's

Proposal. The cost of all work in the Contract Documents not specifically identified as a bid item or described within a bid item shall be included in related bid items, and no additional compensation shall become due the Contractor by nature of compliance with the Contract Documents except as provided for in the General Conditions of the Contract for Construction, under "Changes in the Work."

### **INVESTIGATION BY CONTRACTOR**

3. Contractor has thoroughly investigated the job site, the Contract Documents, as well as the building codes, laws and regulations including those of any other public entities that are applicable to the work. The contract price includes all work, as shown in the Contract Documents, the Plans and Specifications, the contract drawings, and any other documents as specified, needed to provide a finished, complete and operating facility in compliance with all applicable building codes, laws and regulations.

### **COMPLETION**

4. Contractor shall be required to begin work ten (10) calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within sixty (60) calendar days from said written notice.

Should Contractor fail to complete the work described in this Agreement and the other Contract Documents incorporated herein within the time fixed for completion, Contractor shall be liable to the District in the sum of Three Hundred Fifty Dollars (\$350.00) per calendar day for each day said work remains incomplete beyond the time set for completion in the Contract Documents as and for agreed and liquidated damages.

It is expressly agreed and stipulated by and between the parties hereto that the liquidated damages set forth above do not constitute a penalty since it would be impractical and extremely difficult to fix the actual amount of damages to the District as the result of any failure to complete said work within the period of time specified in the Contract Documents.

### **PAYMENT**

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \_\_\_\_\_.  
It is understood that with respect to that portion of the above sum which is based upon estimated quantities specified for the general scope of the work to be performed herein, that actual payment will be based upon the quantities as measured upon completion, and not upon estimated quantities. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Contractor may be paid progress payments at intervals of not less than thirty (30) days as the work progresses. As the basis for determining the amount of these progress payments, the Contractor shall, before commencing the work, submit to the District a detailed statement of all materials and labor included in its bid and proposal. This statement shall be so arranged that the value of the work as it progresses may be readily determined, and the first payment will not be considered as due hereunder until such statement is furnished by Contractor. Upon submission of a statement for a progress payment, and after verification thereof by the assigned representative of the District, a certificate for payment of the work actually performed, less five percent (5%) thereof, will be issued by the District. No certificate will be issued until defective work and materials have been removed, replaced, and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall be paid as the work progresses in the amount specified on each such certificate. Contractor shall notify District when it encounters work which exceeds the quantities estimated immediately upon ascertaining the additional quantities. Contractor shall apply for a Change Order as provided in Paragraph 11 of this Agreement, covering any such additional quantities within ten (10) days of ascertaining the need for same. Failure by Contractor to do so will result in a waiver by Contractor of its right to recover any additional compensation from the District for said additional quantities. After completion of work by Contractor, and its acceptance by the District, the District shall cause a Notice of Completion to be issued. Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver and Release shall be in the form required by Civil Code Section 8138, a copy of which is attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of record or stop notices in effect at that time, defective work to be repaired, and/or other disputes as to the amount of final payment owing.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a

stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

Contractor may substitute securities in exchange for monies held in retention to ensure the performance of the Contract Documents, at the sole cost and expense of Contractor, as more particularly set forth in Public Contract Code Section 22300.

## **PREVAILING WAGES**

6. Pursuant to the provisions of Section 1720, et seq. of the Labor Code of the State of California, it shall be mandatory for Contractor, and any subcontractor working under Contractor, to pay all workers, laborers and mechanics employed in the execution of this work not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and all subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or

subcontractor performing a part of the work contemplated by this Agreement. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section. This Project is subject to monitoring and enforcement by the Department of Industrial Relations. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code Section 1776 directly to the Labor Commissioner in accordance with Labor Code Section 1771.4 on at least a monthly basis (or more frequently if required by the District) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified or determined as the result of its own investigation, that Contractor or its subcontractors are in violation of any of the requirements set forth in Labor Code Section 1720 et seq. at no penalty or cost to the District.

### **EIGHT HOUR DAY LIMITATION**

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815.

### **INSURANCE**

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the

defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written



notification of such cancellation or reduction.

Should Contractor fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement

### **PERFORMANCE AND PAYMENT BONDS**

9. Contractor shall, at the time of execution of this Agreement, file two (2) separate bonds with the District, each made payable to the District. These bonds shall be issued by a surety company admitted to do business in the State of California as an insurer and shall be maintained during the entire life of this Agreement at the expense of Contractor. One bond shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement and shall guarantee the faithful performance of all aspects of this Agreement. The second bond shall be the payment bond required by Division Four, Part 6, Title 3, Chapter 5 of the Civil Code of the State of California, and shall be in the amount of One Hundred Percent (100%) of the contract price set forth in this Agreement to guarantee the payment of wages and materials, supplies or equipment used in the performance of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provisions of this Agreement shall not operate to release any surety from liability on any bond required hereunder, and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code. Prior to commencing work under this Agreement, Contractor shall provide a Certificate of Fact issued by the County of Sacramento, Department of Finance, County Clerk-Recorder or Certificate of Authority issued by the State of California, Department of Insurance for any and all sureties issuing the bonds required under this Agreement. By execution of this Agreement, Contractor further certifies and represents that any and all sureties issuing the bonds required under this Agreement are authorized to do business in the State of California and that the bonds fully comply with Civil Code Sections 9550 and 9554, and the Bond and Undertaking Law, Code of Civil Procedure Section 995.010, et seq.

### **INDEMNIFICATION**

10. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement; and (4) any alleged act or omission by Contractor, any subcontractor, or Contractor's agents or employees, which results in a violation of any environmental laws, rules and/or regulations and/or any permits or plans issued by federal, state and/or local authorities. This indemnification is effective and shall apply

whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

### **CHANGE ORDERS**

11. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work which exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities. This Agreement shall be completed when the work is finished in accordance with the original Contract Documents as amended by such Change Orders regardless of their nature or extent.

### **WARRANTY**

12. Contractor agrees that the work shall be performed in accordance with the Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant

fees incurred by District in enforcing this guarantee.

### **CORRECTION OF WORK AND BACK CHARGES**

13. Contractor will immediately, upon written orders of the District, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District.

### **CLEANUP**

14. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

### **CONCEALED CONDITIONS**

15. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

### **CONTRACTOR AS INDEPENDENT CONTRACTOR**

16. The parties hereto agree that at all times during the term of this Agreement, Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons

employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

### **DEFAULT BY CONTRACTOR**

17. If Contractor fails to expeditiously advance the Project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the Project, fails to otherwise promptly pay for work or materials supplied to the Project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor pursuant to the provision of this Agreement.

### **DELAYS AND EXTENSIONS OF TIME**

18. If Contractor is delayed in the performance of the work by extraordinary inclement weather, flood, fire, earthquake, strikes, or other causes beyond the control of Contractor, then Contractor will apply to the District, in writing, for an extension of time within ten (10) days after commencement of the delay. The time for the completion of the contract may be extended as determined, in writing, by the District or its designated representative. Contractor waives any and all claims for delay which are not presented in a timely manner as provided for in this Paragraph. Contractor shall not be entitled for any extensions of time for delays caused by weather that is not uncommon for the time of year in which the work is to be provided.

### **NO DAMAGES FOR DELAY**

19. If Contractor is delayed in the progress of the work by any act of the District, or the District's agents or employees, Contractor will be entitled to an extension of time for completion of the work. Unless otherwise prohibited by statute, an extension of time shall be Contractor's sole and exclusive remedy, and Contractor will be entitled to no damages for delay. In any event, any claim of delay by Contractor must be submitted to the District within ten (10) days of the commencement of the delay.

### **DESTRUCTION OF THE WORK**

20. In the event the work is damaged or destroyed in whole or in part by fire, earthquake, flood, or other peril which is insured against by any insurance policy, the District shall collect the proceeds and shall apply them to the rebuilding and repair of the damaged or destroyed portion of the work. In such event, the time for completion of the work shall be extended and Contractor shall rebuild the work. The parties will negotiate a fair price to be paid by the District to the Contractor for such rebuilding. If the parties cannot agree, the District will reimburse Contractor for all direct costs, excluding overhead and profit, expended for rebuilding, and the amount of overhead and profit to be paid Contractor will be decided later. If more than fifty percent (50%) of the value of the work accomplished by Contractor should be so damaged and there is no insurance policy in effect to insure against such damage, or if the net proceeds of any available insurance are insufficient to cover the cost of rebuilding and/or repair, then the obligations of the parties under this Agreement shall terminate and the District shall pay Contractor the value of the work accomplished based on its percentage of completion prior to destruction.

### **SUBCONTRACTORS**

21. All subcontracts entered into by Contractor shall incorporate by reference the provisions of the Contract Documents that apply to the physical performance of the work. This incorporation by reference shall not, however, create any contractual relationship between the District and subcontractors. No subcontractor will be recognized as having a contractual relationship with the District, and any such claims of such a relationship is hereby denied. It is not intended by either the District or Contractor that any third party shall be beneficiaries of this agreement.

All persons engaged in the work under this Agreement will be considered as employees of Contractor, and their work shall be subject to all the provisions of the Contract Documents. The District and its representatives will deal only with the Contractor who shall be responsible for the proper execution of the entire work.

Prior to commencement of any work contemplated by this Agreement, Contractor shall provide to the District a list on the form provided with the bid proposal specifying the

name, location of place of business and contractor's license number of each subcontractor who will perform work or labor, or render service to the Contractor regarding the construction of the work contemplated by this Agreement, or who will specially fabricate and install a portion of the work according to the Contract Documents, in an amount in excess of one-half (1/2) of one percent (1%) of Contractor's total bid. Contractor shall list only one subcontractor for each such portion of the work as defined by Contractor in its bid. If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Agreement, Contractor agrees to perform that portion of the work itself.

Contractor shall not, without written consent of the District, (a) substitute any party as a subcontractor in place of the subcontractor designated in the original bid, or (b) permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed on the bid. Consent to any such substitution shall only be valid if in writing after authorized by the District's Board of Directors in Public Contract Code Section 4107. Should Contractor fail to comply with the provisions of this Paragraph, Contractor shall not be entitled to recover from the District any costs, expenses, losses or damages caused in part or in whole by the services rendered by such illegally substituted subcontractor.

The performance of this Agreement may not be subcontracted except upon written consent of the District, and no such subcontracting shall be permitted which would relieve Contractor or its surety of their responsibilities under this Agreement.

### **STOP NOTICE LIEN RELEASES**

22. Before the District makes any progress payment to Contractor, Contractor will supply the District with properly executed stop notice releases, in the appropriate form as required by Civil Code Sections 8134, a copy of which is attached as Exhibit B to this Agreement, signed by all persons who could claim stop notice rights on the Project, and acknowledging payment for all work, materials and equipment supplied to the Project up to ten (10) days before any progress payment is due from the District to Contractor.

### **SAFETY**

23. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the Project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

## **DISPUTES**

24. If any dispute arises regarding the meaning of the drawings or Contract Documents, the quality or quantity of materials or workmanship, or additional amounts owing to Contractor arising out of delay, extra work, or Change Orders, the dispute shall be decided by Architect whose decision shall be final and binding on both parties.

The parties agree to adhere to the provisions of Public Contract Code Sections 20104 through 20104.6 with respect to any dispute arising out of the construction of the Project up to a value of \$375,000 (Three Hundred Seventy Five Thousand Dollars).

## **UNSATISFACTORY WORK**

25. All work that is unsatisfactory to the District shall be immediately taken down, removed, and replaced with work of a quality approved by the District without additional compensation to Contractor. The District shall have the right, on \_\_\_\_\_ hours written notice, to remove or cause to be removed all unsatisfactory work or materials, and to have the work or material corrected or replaced as the District may elect, and Contractor shall be obliged to pay to the District all expenses so incurred. The District shall have the right but shall not be obliged to satisfy this obligation, as far as practicable, by deduction from future payments under this Agreement. If the obligation is not so satisfied, and Contractor fails to pay all unpaid amounts on the District's demand, recourse may be made immediately to Contractor's bond.

The District shall exercise all reasonable care and diligence to discover any labor or materials that are not satisfactory to them, or either of them, or not in accordance with the Contract Documents, and shall notify Contractor as the work progresses of the rejection of any such labor or materials in order to avoid unnecessary trouble and cost to Contractor in making good such defective labor or materials. Failure, however, on the part of the District to report promptly any labor or materials that do not meet their approval or are not in accordance with the Contract Documents shall not relieve Contractor of responsibility for any consequence of any unsatisfactory work or negligence of Contractor or Contractor's employees or subcontractors in the performance of the work.

Any alleged verbal agreement at variance with written instructions, drawings, the Contract Documents or this Agreement is invalid and unenforceable.

## **PERMITS AND INSPECTIONS**

26. Contractor agrees and understands that it is the responsibility of Contractor to obtain and pay for all necessary permits required for the performance of the work described in this Agreement as well as calling for and obtaining all required inspections during the course of the work on the Project which is the subject matter of this Agreement. Contractor is not relieved of its obligations pursuant to this paragraph by virtue of the District's assistance in procuring the

necessary permits.

### **ASSIGNMENT**

27. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

### **ATTORNEY'S FEES**

28. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

### **TIME IS OF THE ESSENCE**

29. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

### **GOVERNING LAW**

30. This Agreement shall be governed and construed according to the laws of the State of California.

### **ENTIRE AGREEMENT**

31. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not



contained in this Agreement or in the other Contract Documents shall be valid or binding.

### **WAIVER**

32. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the Project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

### **AGREEMENT TO BIND SUCCESSORS AND ASSIGNS**

33. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

### **SEVERABILITY**

34. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

### **AMENDMENT**

35. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

**NOTICE**

36. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has, by order of its Board of Directors, caused this Agreement to be signed by the Chairperson and Secretary of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT,  
a political subdivision of the State of California

By \_\_\_\_\_  
Chairperson

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
District Administrator

CONTRACTOR

By \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

**EXHIBIT A**

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

**Exceptions**

This document does not affect the following:  
Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**Signature**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**EXHIBIT B**

**UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Through Date: \_\_\_\_\_

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:

\$ \_\_\_\_\_

**Exceptions**

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature**

Claimant's Signature: \_\_\_\_\_  
Claimant's Title: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**Section C: Specifications**



## **SUBMITTALS**

### Section 01 33 00

#### **PART 1 – GENERAL**

##### **1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS**

- A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

##### **1.02 DESCRIPTION**

- A. Work Included:
  - 1. To ensure that specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review and acceptance or rejection by Architect.
  - 2. Make all following submittals to Architect for review, in strict accord with provisions of this Section:
    - a. Subcontractor List
    - b. Progress Schedule
    - c. Schedule of Values
    - d. Shop Drawings
    - e. Product Data/Material Lists
    - f. Samples
    - g. Substitutions
    - h. Deferred Approvals
    - i. Request for Information (RFI)
    - j. Electronic Data Transfer
    - k. Certifications
    - l. Maintenance/Operating Manuals
    - m. Record Drawings
    - n. Guarantees

- o. Extra Stock
- B. Related Requirements:
  - 1. Test reports: Pertinent Specification Sections.
  - 2. Individual submittals required: Pertinent Specification Sections.

## **PART 2 – PRODUCTS**

### **2.01 SCHEDULE OF VALUES**

- A. Before first Application for Payment, submit for Architect's approval a Schedule of Values of various portions of work, aggregating total Contract sum, divided so as to facilitate payment to Subcontractors, prepared in such form as Architect and Contractor may agree upon, and supported by such data to substantiate its correctness as Architect may require. Breakdown shall include separation of all main categories including electrical, plumbing, concrete, etc. Include proper share of overhead and profit with each item in Schedule of Values. This Schedule, when approved by Architect shall be used as basis for Contractor's applications for payment. Payment shall not be released until Schedule of Values is accepted.
- B. Schedule of Values shall appear similar to the following list. It shall be detailed at least as shown and portions shall not be more largely grouped so as to reduce its length unless appropriate to the scope of the Work. Mobilization/Start-up is limited to 2% on contracts greater than \$1,000,000 and 4% on contracts less than \$1,000,000.

Mobilization/Start-up  
Temporary Facilities  
Grading  
Paving  
Site Concrete  
Concrete Reinforcement  
Concrete Masonry Units  
Lumber  
Rough Hardware  
Signage  
Athletic Equipment  
Plumbing - Site  
Electrical- Site  
Landscaping - Irrigation  
Landscaping - Planting  
Chain Link Fencing  
Asphalt Striping  
Labor/Supervision  
Cleanup



## 2.02 CERTIFICATIONS

- A. Where specifically indicated by pertinent Specification Sections, submit proper certification of recognized producer or association in lieu of or in addition to testing. Certification shall attest to product's compliance with requirements of Contract Documents. Provide certifications on enclosed forms.
- B. Certifications for this project shall include:
  - 1. Weighmaster's Certificate.
  - 2. Certificate of Compliance with SWPPP.

## 2.03 SHOP DRAWINGS

- A. Submit shop drawings as a copy of the original set maintained by the Contractor. Shop drawings are to include the name of the project, the name of Contractor and are to be numbered consecutively. Provide legible and complete copies in every respect. Provide quantity as described below. Do not reproduce bid document drawings in lieu of Contractor or subcontractor produced shop drawings.
- B. If shop drawings show variations from Contract requirements because of standard shop practice or other reason, make specific mention of such variations in letter of transmittal, as well as on drawings, in order that (if acceptable) suitable action may be taken for proper adjustment of the Contract Documents. Unless specific changes have been noted and approved, no deviations from Contract Documents will be accepted.
- C. If the shop drawings are accepted or rejected, all reviewed and stamped copies will be distributed to all parties. If corrections are required, the Contractor is responsible for making the necessary corrections and re-submitting the shop drawings in a timely fashion as to not affect the project schedule. The Contractor must secure final acceptance prior to commencing work involved.

## 2.04 PRODUCT DATA/MATERIAL LISTS

- A. Manufacturer's Standard Schematic Drawings:
  - 1. Modify drawings to delete information which is not applicable to the Project.
  - 2. Supplement standard information to provide additional information which is applicable to the Project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models. Mark out or remove all extraneous information.
  - 2. Show dimensions and clearances required.

3. Show performance characteristics and capacities.
4. Show wiring diagrams and controls.

## **2.05 SAMPLES**

- A. Samples: Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
  1. Include identification on all samples including product and material and location of proposed work.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  1. Functional characteristics of product or material, with integrally related parts and attachment devices.
  2. After review, samples may be used in construction of project.
- C. Field samples and mockups:
  1. Erect at project site at location acceptable to Architect.
  2. Construct each sample or mockup complete, including work of all trades required in finished work.

## **2.06 SUBSTITUTIONS**

- A. Architect's Approval Required:
  1. Contract is based on materials, equipment and methods described in Contract Documents.
  2. Architect will consider proposals for substitution of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by Architect to evaluate proposed substitution. Substitution shall be submitted with completed Substitution Request Form.
  3. Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this work by Architect.
- B. "Or Equal": Whenever, in Contract Documents, any material, process or specified patent or proprietary name and/or by name of manufacturer is indicated, such name shall be deemed to be used for purpose of facilitating description of material and/or process desired, and shall be deemed to be followed by the words "or equal" and Contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if material, process or article offered by Contractor is not, in opinion of Architect, equal in every respect to that specified, then Contractor must furnish material, process or article

specified or one that in opinion of Architect is equal thereof in every respect.

- C. "No Substitutions": Items indicated as "No Substitutions" must be provided as specified and no alternates will be allowed. These items are required either due to District standards implemented by the Board or to match materials recently installed by others.
- D. Coordination: Approval of substitution shall not relieve Contractor from responsibility for compliance with all requirements of Drawings and Project Manual, and Contractor shall be responsible at his own expense for any changes in other parts of his own work or work of others which may be caused by approved substitution.
- E. DSA Approval: Substitutions of certain items may cause such items to require a Deferred Approval by DSA. Should a DSA Deferred Approval be required, the Contractor shall provide all information and documents necessary to complete the Deferred Approval process without any additional costs to the Owner, including engineering, calculation and modification of substitute products.

## **2.07 MAINTENANCE/OPERATION MANUALS**

- A. General: Contractor shall incorporate in Maintenance/Operation Manual(s) all brochures, manufacturer's catalogs and written instructions for equipment and materials needing regular care or maintenance; i.e., carpets, resilient flooring, architectural finishes, mechanical and electrical equipment and other items as required elsewhere in project documents. Prepare all such manuals in durable plastic loose leaf binders size to accommodate 8-112 x 11 sheets with following minimum data:
  - 1. Identification on or readable through, front cover stating general nature of manual.
  - 2. Neatly typewritten index of all contents.
  - 3. Site plan and building plans indicating location of equipment referenced (reduced scale).
  - 4. Complete instructions regarding operation and maintenance of all equipment involved.
  - 5. Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of nearest vendor of parts.
  - 6. Copy of all guarantees and warranties issued.
  - 7. Copy of approved shop drawings (reduced scale) with all data concerning changes made during construction.
- B. Extraneous Data:

1. Where contents of manuals include manufacturer's catalog pages, clearly indicate precise items included in the Project installation and delete, or otherwise clearly indicate, all manufacturer's data with which the Project installation is not concerned.
- C. Materials shall be organized in a logical and consistent manner, by specification section number, with separating tabs clearly marked.

## **2.08 RECORD DRAWINGS**

A. General:

1. At time of installation, installed locations of all underground work, including plumbing and electrical, shall be recorded on prints by Contractor, and reviewed with Inspector. Record drawings are to be maintained and adjusted on a daily basis by the Contractor.
  2. Notify Architect when underground work has been completed. On such notice, Architect will furnish a clean copy of drawings to Contractor for his/her use. Contractor will transfer installed locations to new copy, obtain Inspector's approval and signature, and submit drawings to Architect for review and acceptance.
  3. All information entered on drawings copy shall be neat, legible and emphasized by drawing "clouds" around changed items. Changes shall be made in an accurate manner by a qualified draftsman acceptable to Architect. Completed Record Drawings shall be signed by the Contractor.
  4. Locate and dimension all work, including stubs for future connections with reference to permanent landmarks or building and indicate approximate depth below finish grade.
  5. All symbols and designations used in preparing record drawings shall match those used in the Contract Drawings.
  6. Record drawing shall be up-dated monthly, prior to and pursuant to approval of the progress payment application.
- B. Conditions of Payments: Evidence of maintenance of Record Drawings shall be presented to Inspector and/or Architect monthly before progress payment will be authorized.

## **2.09 GUARANTEES**

- A. Standard Guarantee: Provide individual as well as overall guarantees for all work executed under this Contract or any extra work to be absolutely free of all defects of workmanship and materials for a period of one year after completion and acceptance by Owner. Repair and make good all such defects and repair any damage to other work caused thereby which may occur during same period.

- B. Indicate on Guarantee Form, specific provisions required by individual specification sections. List all special requirements, extended periods, bonding, etc.
- C. Additional Guarantees: Provide additional guarantees (in excess of year(s) required by Standard Guarantee) where specifically required by pertinent Specification Sections.
- D. Index: Provide an Index of Guarantees listing each specification section, specific items covered and length of guarantee for each item.

## **2.10 DEFERRED APPROVAL**

- A. Certain specified products require the specified manufacturer to design the product or system after the Owner-Contractor agreement has been signed. Because the selection of the manufacturer of these products resides with the Contractor, it is not possible to anticipate the actual product or system which will be supplied for the Project prior to bidding. However, since no Contract can be executed between the Owner and the Contractor without prior approval of the Contract Documents by DSA, "Deferred Approval" of these products must be obtained after the contract is executed. This requires complete design documents and calculations be submitted by the Contractor to DSA through the Architect and the Architect's consultants. The manufacturer and Contractor are responsible for prompt submission of these Deferred Approval submittals to the Architect, and for making any changes required by DSA, at no cost to the Owner, and prior to incorporation of the product or system into the work. The items requiring "Deferred Approval" are noted on the Cover Sheet of the drawings.
- B. Submit to the Architect for processing all items identified as Deferred Approval on the drawings or within the specifications. Approval of these items is contingent upon approval of the submittal by DSA.
- C. Submit Deferred Approval submittals as outlined for Shop Drawings above and as described herein.
- D. Submit complete drawings, details, specifications, calculations and other information necessary to fully describe and substantiate the submittal, signed and stamped by a Structural Engineer licensed in the State of California.
- E. Deferred Approval items will be checked for general design concept conformance only and will be submitted to the Division of the State Architect for review. If necessary, submittals will be returned to the Contractor for corrections and/or additional information, as required by DSA. The Contractor shall make necessary changes and resubmit for additional review.
- F. As the review procedure is beyond the control of the Architect, it must be recognized by the Contractor that the review process may take longer than other submittals. The Contractor has the option to obtain approval from DSA as required and submit approved documents to the Architect for review and comment.

Approval by DSA does not waive the Architect's review requirement nor any other requirement of the documents.

- G. The Architect and Engineer will review the submittal one time only and will not perform extensive calculations nor prepare drawings required for DSA. If the Contractor fails to provide proper information for approval or the Architect or Engineer is required to perform additional duties, such services will be reimbursed by the Owner and back-charged to the Contractor.
- H. Do not proceed with fabrication until deferred approval documents have been approved by DSA.

## **2.11 EXTRA STOCK**

- A. Provide all extra stock and materials as described in the individual specification sections, to the Owner at time of final acceptance. Materials shall be inventoried in writing, clearly marked and packaged neatly with quantities as required. Contractor is required to obtain written acceptance of delivery from Owner's representation.

## **2.12 SUBCONTRACTOR LIST**

- A. Provide a typed list of all subcontractors within 5 days of notice of the award of contract. Include Subcontractor name, address, phone number, license number and trade.

## **2.13 REQUESTS FOR INFORMATION (RFI)**

- A. Requests for additional information (RFI's) beyond that set-forth in the Contract Documents will be considered when the request is in writing and fully documented. Requests must state the source and reason for the request; identify specific references within the Contract Documents pertinent to the request; and supply all supporting information to assist the Architect in his/her response. Verbal responses to such requests are to be considered informational; official response will only be given in writing.
  - 1. Submit all RFI's on standard form provided in the Project Manual and numbered consecutively.
  - 2. Allow a minimum of 72-hours for review by Architect. Additional time may be required for more complex issues.
  - 3. Provide suggested solution on standard RFI form where indicated.
  - 4. Provide detailed cost estimate for all RFI's that are anticipated to exceed \$500 in extra costs to the Owner.
- B. Because RFI's are used for clarification or Construction Document interpretation purposes, the response will be issued back to the Contractor in the space provided on the standard RFI form. More complex issues requiring Contract Document

revisions and/or which may result in a change in cost to the Contract will be handled using a Architects Supplemental Instruction (ASI). RFI's and ASI's will not be used to address simple or minor coordination or construction issues which can normally be addressed quickly and easily by the Contractor or in conjunction with the Contractor and Architect. RFI's deemed unnecessary or frivolous by the Architect will be returned to the Contractor for reconsideration or will be rejected. RFI's so returned shall be removed from the RFI log and noted as unnecessary.

## **2.14 ELECTRONIC DATA TRANSFER**

- A. Requests for Electronic Data will be considered upon receipt of written request by the Contractor accompanied by a signed copy of the Electronic Data Request Form (included with this Project Manual). Request should clearly outline specific drawings desired and the intent of the request.
  - 1. Submit Electronic Data Request Form on standard form.
  - 2. Allow 72 hours minimum for review and consideration by Architect.
- B. Electronic data files are not a part of the contract documents, but rather a convenience for the contractor in preparation of his required submittals and layout efforts. Electronic files do not alter the content or meaning of the hard copy documents which may be a part of the Contract Documents.
- C. The electronic data files will remain the property of the Architect, shall not be used for any other purpose than that purpose stated in the Electronic Data Request Form, and shall not be released by the Contractor or any subcontractor to any other party without written consent from the Architect
- D. The electronic data files are distributed for reference only. Transferring such files can alter, delete or change original information. Accuracy of the data cannot be guaranteed as correct or complete and the Contractor accepts full responsibility for any and all inaccuracies, regardless of cause.
- E. The hard copy documents, including addenda and subsequent written changes to the documents, represent the complete work of the Contract All electronic files should be cross-referenced to the Contract Documents by the user and verified from that the information included contains all of the necessary Contract information. It is the Contractor's responsibility to make any changes or revisions to the electronic data files as necessary.
- F. Architect may, at his complete discretion and without explanation, approve or deny any and all requests for electronic data.

## **PART 3 – EXECUTION**

### **3.01 SUBMISSION REQUIREMENTS**

- A. Contractor is responsible for the scheduling of submittals in order to avoid detrimental impact to the construction schedule and to support the timely sequence

of the Work. Allow a minimum of 15-working days for submittal review by the Architect. Complex submittals or submittals which are not provided as complete packages may take longer than 15-working days for review. Contractor should allow time for potential rejection and re-submittal of submittals which are being offered as substitution to the specified products.

- B. Contractor shall review submittals for completeness, coordination and conflicts between subcontractors and other work in the Contract Documents. Submittals made by Contractor which are not thoroughly reviewed by the Contractor will be returned. Submittals which vary significantly from the Contract Documents and are not so identified prior to submission, will be returned to the Contractor without review.
- C. Make submissions within following number of days from issuance of Notice to Proceed or Start Letter:
  - 1. Items needed in initial stages of Work or requiring long lead-time for ordering: 15 calendar days.
  - 2. All electrical equipment items: 21 calendar days.
  - 3. All other items, including all furnish samples, which cannot be reviewed without having all of the samples or submittals together at one time: 30 calendar days.
  - 4. Deferred Approval Items: 21 calendar days.
- D. All submittals shall be accompanied by Submittal Transmittal (copy included in Project Manual) addressed to the Architect. Each submittal transmittal shall:
  - 1. Be consecutively numbered
  - 2. Re-submittals to have same submittal number as the original submittal with an alphanumeric suffix.
  - 3. Indicate specification section number. (Separate submittals are required for each specification section involved).
  - 4. Include proper number of copies, as required in "Number of Copies Required" below.
  - 5. Contain index of items submitted, properly identified with drawing numbers, etc.
  - 6. Substitutions shall be accompanied by a completed Substitution Request Form (included with the Project Manual).
- E. Before submitting a shop drawing or any related material to Architect, Contractor shall: review each such submission for conformance with the means, methods, techniques, sequences, and operations of construction, and safety precautions



and programs incidental thereto, all of which are the sole responsibility of the Contractor; approve each such submission before submitting it; and so stamp each such submission before submitting it. Architect shall assume that no shop drawing or related submittal comprises a variation unless the Contractor advises the Architect otherwise via a written instrument which is acknowledged by the Architect in writing.

- F. Architect will check submittals for conformance with design concepts of project. Approval by Architect covers only such conformance. Effort will be made by Architect to discover any errors, but responsibility for accuracy and correctness of all submittals shall be with the Contractor.
- G. Approval of submittals will be on a general basis only and shall not relieve the Contractor from their responsibility for proper fitting and construction of the Work, nor from furnishing materials and labor required by the Contract which may not be indicated on the submittals when approved.
- H. No portion of the work requiring submittals shall be commenced until the submittal for that portion of the work has been approved by Architect. All such portions of work shall be in accordance with the approved submittals. Any work performed without approved submittals will be done so at the Contractor's own risk. Work found not to be in compliance with the approved submittals shall be removed and corrected at the Contractor's own expense.
- I. Number of Copies Required - Contractor shall submit following number of copies:
  - 1. Progress Schedule: 3-copies
  - 2. Schedule of Values: 3-copies
  - 3. Certifications: 3-copies
  - 4. Shop Drawings: 7 -copies.
  - 5. Product Data/Material Lists: 7 -copies.
  - 6. Samples: As specifically indicated in pertinent specification section.
  - 7. Samples for Color/Pattern Selection: One set of manufacturer's complete range for initial selection; and four (4) samples as requested of selected color/pattern for inclusion in final color boards. As color selection is dependent on multiple submittals, it is critical that all items requiring color decisions be submitted as early as possible and at the same time. Selections will not be finalized until all color dependent/selection submittals are received.
  - 8. Maintenance/Operations Manuals: 3-copies.
  - 9. Record Drawings: 1-set as provided by the Architect (see RECORD DRAWINGS above for procedure).

10. Guarantees: 3-copies as provided with the Maintenance/Operations Manuals.
  11. Deferred Approvals: 3-copies.
  12. Electronic Data Requests: 1-copy.
- J. Submittals shall include (where applicable):
1. Date and revision dates.
  2. Project title and number.
  3. The names of Architect, Contractor, Subcontractor and supplier or manufacturer.
  4. Identification of product or material.
  5. Relation to adjacent structure or material.
  6. Field dimensions, clearly identified as such.
  7. Specification section number.
  8. A blank space for Architect's stamp.
  9. Contractor's stamp on each, initialed or signed, certifying that submittal was reviewed, field measurements have been verified and submittal is in compliance with the applicable specification section and the overall Contract Documents.
- K. Incomplete, inaccurate or non-complying submittals requiring revisions, re-submittal and additional review time, shall not be considered as a basis for Contract time extension.

### **3.02 REQUIRED SUBMITTALS**

- A. Various specification sections specifically state information to be submitted.
- B. Submittals are required for all materials even though the submitted material may be exactly as specified in the Project Manual.

**END OF SECTION 01 33 00**

## **EXECUTION AND CLOSEOUT REQUIREMENTS**

### Section 01 77 00

#### **PART 1 – GENERAL**

##### **1.01 RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

##### **1.02 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection Procedures.
  - 2. Warranties
  - 3. Final Cleaning.
- B. Related Sections include the following:
  - 1. Division 0 for requirements for Application for Payment for Substantial Completion and Final Completion.
  - 2. Division 0 for progress cleaning of Project Site.
  - 3. Division 1 Section "Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 5. Division 1 through 33 Sections for specific closeout and special cleaning requirements for the Work in these Sections.

##### **1.03 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, the following items must be completed. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise District of pending insurance change over requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service

agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting the District unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction digital photographs, damage or settlement surveys, property surveys, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by District. Label with manufacturer's name and model number where applicable.
  7. Make final change over of permanent locks and deliver keys to District. Advise District's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar utilities.
  11. Advise District of changeover in heat and other utilities.
  12. Submit changeover information related to District's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touch up paint.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. District will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

#### **1.04 FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 0.
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.'
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Instruct District's personnel in operation, adjustment, and maintenance of products, equipment and systems. Submit demonstration and training video tapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, District will either proceed with inspection or notify Contractor of unfulfilled requirements. District will prepare a final Certificate for Payment after reinspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### **1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project Name
    - b. Date
    - c. Name of Architect
    - d. Name of Contractor

e. Page Number

## **1.06 WARRANTIES**

- A. Submittal time: Submit written warranties for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by the District during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind 3 copies of warranties and bonds in heavy duty, 3-ring, vinyl covered, loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11 inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name and name of Contractor .
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. Cleaning agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## **PART 3 – EXECUTION**

### **3.01 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial

building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - a. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even textured surface.
  - d. Remove tools, construction equipment, machinery and surplus material from Project Site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior hard surfaced finishes to a dirt free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, trenches, equipment vaults, manholes, and similar spaces.
  - h. Remove labels that are not permanent.
  - i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - j. Replace parts subject to unusual operating conditions.
  
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on District's property. Do not discharge Volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION 01 77 00**

## CONCRETE FORMWORK

### Section 03 11 00

#### PART 1 – GENERAL

##### 1.01 APPLICABLE REQUIREMENTS

- A. Requirements of Division 1 apply to all work of this Section.

##### 1.02 SCOPE OF WORK

- A. Design, erect, support, brace and maintain formwork, bulkheads and shoring to support safely all vertical and lateral loads that might be applied until such loads can be carried by the concrete work.

##### 1.03 COORDINATION

- A. Before concrete is placed, secure in position pipe sleeves, anchors and bolts, including those for angle frames, nailers, inserts, supports, ties and other materials in connection with concrete construction.
- B. Obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete so that provisions for their work can be made without delaying the project.
- C. Make proper provisions for openings, blockouts, offsets, sinkages, reglets, recesses and depressions required by other trades and suppliers prior to placing concrete.
- D. At no cost to Owner, cut and/or patch where necessary due to failure or delay in complying with these requirements.

##### 1.04 RELATED WORK SPECIFIED ELSEWHERE

- A. Reinforcing Steel: Section 03200.
- B. Concrete Work: Section 03300.



## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. Form material: straight, true, sound, able to resist deformation due to loading and effects of moist curing, and suitable to produce finishes specified hereinbefore. Do not reuse material which is warped, delaminated or requires more than minor field patching of contact surfaces.

## **PART 3 – EXECUTION**

### **3.01 CRAFTSMANSHIP**

- A. Build and erect forms to conform to required shapes, lines, grades and dimensions indicated. Build forms substantial and tight to prevent leakage of mortar and properly brace and tie together to maintain position and shape. Butt joints in forming materials tightly and bear on solid construction. Carefully form all bevels, grooves, recesses, etc. to neat lines. Construct forms so they can be removed readily without hammering, wedging or prying against the concrete.

### **3.02 PREPARATION OF FORMS**

- A. Thoroughly water soak wood forms other than plywood before placing concrete. Begin wetting forms at least 12 hours before concreting.

### **3.03 INSPECTION OF FORMS**

- A. Notify Owner's Representative at least 48 hours in advance of beginning pouring operations, completion of formwork and location of all construction joints. Owner's Representative will inspect forms and joints for approval of finished work quality and general layout, but will in no way relieve Contractor of responsibility for design and safety of formwork.

### **3.04 CLEAN-UP**

- A. Completely remove dirt, chips, sawdust, rubbish, water, etc. from forms before concrete is deposited therein. Do not leave wooden ties or blocking in concrete except where indicated for attachment of other work.

### **3.05 FORM REMOVAL**

- A. Do not remove forms until concrete has hardened sufficiently or for 48 hours, whichever is longer. Remove all exposed steel ties, clamps, etc. Solid pack holes by pressure grouting after flushing with water.

**END OF SECTION 03 11 00**

## REINFORCING STEEL

### Section 03 20 00

#### PART 1 – GENERAL

##### 1.01 APPLICABLE REQUIREMENTS

- A. The requirements of Division 1 apply to all work of this Section.

##### 1.02 SCOPE OF WORK

- A. Furnish and install steel reinforcement for concrete as shown on Drawings and as specified.

##### 1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Work: Section 03300.

#### PART 2 – PRODUCTS

##### 2.01 MATERIALS

- A. Bars: Deformed in accordance with ASTM A305.
- B. Reinforcing Bars: In accordance with ASTM A-615, grade 60.
- C. Stirrups and Ties: In accordance with ASTM A-615, grade 40, unless otherwise noted on Drawings.
- D. Steel Dowels: In accordance with ASTM A-615, grade 60.
- E. Reinforcing Fabric: In accordance with ASTM A-185 "Welded Steel Wire Fabric for Concrete Reinforcement".
- F. Wire Ties for Tying Reinforcing Steel: #16 annealed wire.

#### PART 3 – EXECUTION

##### 3.01 INSPECTION

- A. Notify Owner's Representative in advance of concrete pouring operations for an inspection of reinforcing steel installation. Accept responsibility for accuracy of reinforcement placed, regardless of foregoing inspection.

### **3.02 WORKMANSHIP STANDARDS**

- A. Conform to requirements of American Concrete Institute (318) and manual of Standard Practice of the Concrete Reinforcing Steel Institute unless shown otherwise on Drawings.

### **3.03 CLEANING**

- A. At time concrete is placed around it, reinforcing steel shall be clean of rust, scale, mill scale or other coatings that will destroy or reduce bond.

### **3.04 FABRICATION**

- A. Do not bend or straighten steel reinforcement in a manner that will injure the material. Do not use bars with kinks or bends not shown on Drawings. Do not heat bars for bending.

### **3.05 PLACEMENT**

- A. Place reinforcement accurately; lap, splice, space rigidly, and securely hold in place and tie with specified wire at splices and crossing points. Point wire tie ends away from form. Carefully locate dowel steel to align with wall steel or column steel and place dowels as indicated for future expansion.
- B. Detail and place reinforcing steel according to the recommendations of the Manual of Standard Practice of the Concrete Reinforcing Steel Institute, unless otherwise shown. Weld as detailed and as recommended by AWS Certified Welders.

### **3.06 CONCRETE**

- A. Concrete blocks or dobies are to be used to support bottom layer of steel for slabs on grade. Do not adjust reinforcing steel during pour operation.

### **3.07 BARS**

- A. Provide bars in full lengths, with laps and splices as shown. Offset laps in adjacent bars. Place steel with clearances and cover as shown. Lap bars as indicated on Drawings. Tie all laps and all intersections with specified wire. Accurately space all hooping and stirrups, and securely wire tie to reinforcing. Maintain clear space between parallel.

### **3.08 DRAWING NOTES**

- A. Refer to notes on Drawings for additional reinforcement requirements.

**END OF SECTION 03 20 00**

## **EARTHWORK**

### Section 31 00 00

#### **PART 1 - GENERAL**

##### **1.01 APPLICABLE REQUIREMENTS**

- A. Requirements of Division 1 apply to work of this Section.

##### **1.02 SCOPE OF WORK**

- A. At building areas, provide excavating, engineered fill and bases under new slabs.
- B. At Concrete paving and pads, provide excavating, engineered fill and bases under concrete.
- C. At asphalt concrete paving, provide excavating and engineered fill under aggregate subbase.
- D. At landscape areas, provide excavating and fill to rough grade.
- E. Provide for off-site disposal of unsuitable material, importing of material, storing and re-using of suitable native materials.

##### **1.03 RELATED WORK SPECIFIED ELSEWHERE**

- A. QUALITY CONTROL: Section 01 45 00.
- B. TRENCHING AND BACKFILLING: Section 31 23 33
- C. ASPHALT CONCRETE PAVEMENT: Section 32 12 00.
- D. SITE CONCRETE: Section 32 16 00.
- E. SITE DRAINAGE: Section 33 40 00.

##### **1.04 QUALITY ASSURANCE**

- A. Conform to OSHA and State and local codes, rules, regulations and ordinances for protection of workers, public and private property, and provide, install, and maintain barricades, warning devices, and other protection required therefor.

##### **1.05 SUBMITTALS AND SUBSTITUTIONS**

- A. Comply with requirements of Section 01 33 00 – SUBMITTALS.

- B. Product names are used as standards; provide proof as to equality of any proposed material and do not use other materials or methods unless approved in writing by the Owner's Representative. Submit no more than one request for substitution for each item. The decision of the Owner's Representative is final.
- C. Use equipment capacities specified herein as the minimum acceptable standards.
- D. List materials in the order in which they appear in Specifications; include substitutions. Submit the list for approval by the Owner's Representative.
- E. Make any mechanical, electrical, or other changes required for installation of any approved, substituted equipment to satisfaction of Owner's Representative and without additional cost to Owner. Approval by Owner's Representative of substituted equipment and/or dimensional drawing does not waive these requirements.
- F. Do not construe approval of material as authorization for any deviations from Specifications unless attention of Owner's Representative has been directed to specified deviations.

#### **1.06 WARRANTY**

- A. Refer to General Conditions and Section 01 78 36.

#### **1.07 REFERENCES**

- A. Standard Specifications of the Department of Transportation, State of California (CALTRANS), latest edition.
- B. ANSI/ASTM D68-00 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lbs (2.49 Kg) Rammer and 18 inch (457 mm) Drop.
- C. ANSI/ASTM D1557-02E1 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 10. lbs (4.54 Kg) Rammer and 18 inch (457 mm) Drop.
- D. ANSI/ASTM D 422-63(2007)E2 Test Method for Particle Size Analysis of Soil.
- E. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.
- F. CAL-OSHA, Title 8, Section 1590 (e).
- G. Determine degree of soil compaction in accordance with ASTM D 1557-70. If necessary, moisten soil or allow to dry to correct moisture content before compaction.

## **1.08 PROJECT CONDITIONS**

- A. Existing civil, mechanical and electrical improvements are shown on respective site plans to the extent known. Should the Contractor encounter any deviations between actual conditions and those shown, he is to immediately notify the Landscape Architect before continuing work.
- B. Excavation dewatering may be necessary. Contractor shall provide any and all tools, equipment and labor necessary or excavation dewatering no matter what the source. Dewatering shall be continuous until all site utilities are installed and backfilled.

## **1.09 PROTECTION**

- A. Provide adequate measures to protect workmen and passers-by the site; fully protect streets and adjacent property throughout the operations.
- B. In accordance with generally accepted construction practices, provide proper working conditions continuously at job site, considering safety of persons and property during performance of the work and off-site, not limited to normal working hours.
- C. Any construction review of Contractor's performance conducted by the Soil Engineer is not intended to include review of the adequacy of Contractor's safety measures, in, on, or near construction site.
- D. Keep adjacent streets and sidewalks free of mud, dirt or similar nuisances resulting from earthwork operations.
- E. Provide for surface drainage during the period of construction in a manner to avoid creating a nuisance to adjacent areas.
- F. Water as required to suppress dust nuisance.

## **1.10 EXISTING SITE CONDITIONS**

- A. Promptly notify Owner's Representative and await instructions if un-shown active utilities are encountered during the work or be liable for damage to these utilities arising from contracting operations subsequent to discovery of such un-shown utilities.

## **1.11 SEASONAL LIMITS**

- A. Do not place, spread or roll fill material during unfavorable weather conditions. When work is interrupted by heavy rains, do not resume fill operations until field tests indicate that moisture contents of the subgrade and fill materials are satisfactory.

## **1.12 ENVIRONMENTAL REQUIREMENTS**

- A. Use all means necessary to control dust on and near work and all off-site borrow areas if such dust is caused by Contractor's operations during performance of Work or if resulting from the condition in which Contractor leaves site. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to public, neighbors, and concurrent performance of other work on site.

## **1.13 TESTS AND OBSERVATIONS**

- A. Perform all tests and inspections in accordance with Section 01410, Quality Control, unless otherwise specified.
- B. Soils Engineer:
  - 1. A recognized Soils Engineering and testing laboratory approved by Owner are to determine the suitability of fill materials. Check density of subgrade and conduct sufficient field density tests to assure adequate compaction of fill and backfill beneath building and paving slabs. Include costs for such observations and testing in this Section.
  - 2. At least ten days prior to the placement of any fill, notify Soils of source of materials and obtain samples for compaction tests and to determine suitability of materials.
  - 3. Notify Owners Representative and Soils Engineer at least 48 hours before the placement of any fill requiring compaction control.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Aggregate Base: per Cal Trans Standards Specification, Section 26, 1 1/2-inch maximum.
- B. Aggregate Subbase: per Cal Trans Standard Specification, Section 26, 1 1/2-inch maximum.
- C. Engineered Fill for Pavements:
  - 1. Fill: approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils free from rubble, rubbish and vegetation, tested and approved by Soil Engineer prior to use. Do not allow clods, rocks or hard lumps exceeding six inches in final size in the upper two feet of any fill supporting pavements and building. Do not allow excavated expansive clays, as identified by Soil Engineer or his representative, in upper two feet of any fill supporting pavements and buildings.

2. Imported fill materials: meets above requirements, has a plasticity index not exceeding twelve, and is three inch maximum particle size.
  3. Capillary break material under floor slabs: provided to thickness shown on Drawings, clean gravel or crushed rock of one inch maximum size, with no material passing a number four sieve. Compaction no less than 95 percent of the maximum dry density per Modification Proctor compaction test, ASTM D-1557, Method C or D.
- D. Sand: clean river sand.
- E. Vapor Barrier: 10 mill plastic sheeting.
- F. Fill in Landscaped Areas to Subgrade:
1. All backfill material: approved local materials from required excavations, supplemented by imported fill. Approved local materials are defined as local soils free from rubble, rubbish and vegetation, tested and approved by Soil Engineer prior to use. Do not allow clods, rocks, or hard lumps exceeding six inches in final size in the upper one foot, below subgrade, of any fill in landscape areas.
  2. Imported fill: meets above requirements, has a plasticity index not exceeding twelve, and is of one-inch maximum particle size.
  3. All materials: subject to approval by Owner's Representative.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Observe rules and regulations governing respective utilities in executing Work under this Section.
- B. Adequately protect active utilities shown on Drawings from damage and remove and relocate only as indicated or specified.
- C. Advise Owner's Representative where active utilities are encountered but not shown on Drawings; adequately protect, support, or relocate work as directed by Owner's Representative. Contract price may be adjusted for such additional work.
- D. Report inactive or abandoned utilities encountered in excavation operations to Owner's Representative. Remove, plug or cap as directed. In absence of specified requirements, plug or cap such utility lines at least three inches outside building walls, or as required by local regulations.



1. Clean out resulting excavation and depressions and depressions from removal of inactive or abandoned utilities to firm, undisturbed soil, and backfill in accordance with these Specifications.

### **3.02 LAYOUT AND PREPARATION**

- A. Notify Owner's Representative of source of materials at least ten days prior to the placement of any fill and obtain samples to determine suitability of materials and for conducting compaction tests on these samples.
- B. Notify Owner's Representative at least two days before the placement of any fill requiring compaction control.
- C. Prior to beginning actual earthwork operations, lay out all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection of improvements.

### **3.03 TESTING AND OBSERVATION**

- A. All grading operations shall be tested and observed by Geotechnical Engineer, who is serving as the representative of Owner.
- B. Field density tests shall be made by the Geotechnical Engineer or his representative after compaction of each layer of fill. Where compaction equipment has disturbed surface to a depth of several inches, take density tests in compacted material below disturbed surface. Do not spread additional layers of fill until field density tests indicate that specified density has been obtained.
- C. Do not perform earthwork without the physical presence or approval of Geotechnical Engineer. Notify Geotechnical Engineer at least two working days prior to commencement of any aspect of site earthwork.
- D. Subgrade moisture content of pavement sections shall be field-checked by Geotechnical Engineer or his representative not more than 24 hours prior to placement of concrete.
- E. If failing to meet technical or design requirements on the applicable plans, make necessary readjustments until all work is deemed satisfactory as determined by Soil Engineer and Owner's Representative. Do not deviate from specifications except upon written approval of Soil Engineer and Owner's Representative.

### **3.04 PAVEMENT PREPARATION**

- A. Remove and dispose of all vegetation, concrete and asphalt concrete rubble, rubbish, stockpiled soils, loose existing fill and other loose and/or saturated materials so as to leave areas that have been disturbed with a neat and finished appearance, free from unsightly debris. Clean out excavations and depressions resulting from removal of such items, as well as any existing excavations or loose soil deposits as determined by Geotechnical Engineer or his representative, to firm, undisturbed soil and backfill with suitable materials in accordance with these specifications.
- B. Excavate pavement areas to horizontal and vertical dimensions shown on Drawings. If electing to over-excavate beyond designated limits, do so at no additional cost to Owner.
- C. Plow or scarify surfaces upon which fill is to be placed, as well as subgrades of pavement areas left at existing grade, to a depth of at least six inches, until surface is free from ruts, hummocks or other uneven features which would tend to prevent uniform compaction by equipment to be used.
- D. After clearing, plowing, or scarifying foundation for fill, disc or blade until uniform and free from large clods; then bring foundation for fill to proper moisture content as specified below.
- E. When moisture content of subgrade is below optimum moisture content, add water until a moisture content of at least optimum is achieved.
- F. When moisture content of subgrade is too high to permit specified degree of compaction to be achieved, aerate subgrade by blading or other methods until moisture content is satisfactory for compaction, but not less than optimum.
- G. Compact foundation for fill while at proper moisture content to a minimum degree of compaction within building pad areas of 90 percent of the maximum dry density, and minimum degree of compaction within pavement areas of 95 percent of maximum dry density, both as determined by ASTM Specification D1557-78.

### **3.05 LANDSCAPE AREA PREPARATION**

- A. Remove and dispose of all vegetation, concrete and asphalt concrete rubble, rubbish, stockpiled soils, loose existing fill and other loose and/or saturated materials so as to leave areas that have been disturbed with a neat and finished appearance, free from unsightly debris. Clean out excavations and depressions resulting from removal of such items, as well as any existing excavations or loose soil deposits as determined by Soil Engineer or his representative, to firm, undisturbed soil and backfill with suitable materials in accordance with these specifications.

- B. Plow or scarify surfaces upon which fill is to be placed, as well as subgrades left at existing grade, to a depth of at least six inches, until surface is free from ruts, hummocks or other uneven features which would tend to prevent uniform compaction by equipment to be used.

### **3.06 EXCAVATIONS**

- A. Excavate for footings sufficiently to allow for erection, inspection and removal of forms and for all necessary shoring and bracing of adjacent earth banks.
- B. Correct excavations made below levels required on Drawings by filling with concrete. No additional payment will be made by Owner for correction of unauthorized over-depth excavations.
- C. Form all footings for approval by Owner's Representative unless specifically approved in accordance with Owner's Representative's requirements.
- D. Maintain and keep all excavated areas free of frost, water, mud, silts, etc. during excavation, forming and concrete depositing operations, and until subgrade concrete work is completed and backfill is placed. Keep excavated areas free of water for 24 hours prior to depositing of concrete.
- E. Maintain safe excavation slopes and faces in accordance with all governing codes.

### **3.07 PLACING, SPREADING AND COMPACTING FILL MATERIAL TO SUBGRADE:**

- A. Place selected fill material in layers, which when compacted do not exceed six inches in thickness. Spread each layer evenly and mix thoroughly during spreading to promote uniformity of material in each layer.
- B. When moisture content of fill material is below optimum moisture content, add water until a moisture content of at least optimum is achieved.
- C. When moisture content of fill material is too high to permit specified degree of compaction to be achieved, aerate fill material by blading or other methods until moisture content is satisfactory for compacting, but not less than optimum moisture content.
- D. After each layer has been placed, mixed and spread evenly, thoroughly compact to not less than 90 percent of maximum dry density as determined by ASTM Specification D1557-78 in pavement areas, to not less than 95 percent of maximum dry density within pavement areas, and to not more than 90 percent nor less than 85 percent of maximum dry density within landscaped areas. Undertake compacting with equipment capable of achieving the specified density and accomplish while fill material is at required moisture content. Compact each layer over its entire area until the desired density has been obtained.
- E. Continue filling operation until the fill has been brought to finished slopes and subgrades as shown on Drawings.

### **3.08 FINAL SUBGRADE PREPARATION**

- A. Asphalt and Concrete Paving Areas:
1. Asphalt: Bring upper eight inches of all final subgrades supporting pavement sections to a uniform moisture content not less than optimum moisture content, and compact uniformly to a minimum degree of compaction of 95 percent of ASTM Specification D1557-78 maximum dry density.
  2. Concrete Flatwork: Bring upper eight inches of all final subgrades supporting pavement sections to a uniform moisture content not less than optimum moisture content, and compact uniformly to a minimum degree of compaction to 90 percent of ASTM Specification D1557-78 maximum dry density.
  3. Aggregate subbase, aggregate base and paving are specified in Section 31 12 00 - Asphalt Concrete Pavement.

### **3.09 FINISH GRADING**

- A. At completion of project, site shall be finished graded, as indicated on Drawings. Finish grades shall be "flat graded" to grades shown on the drawing. Mounding of finish grades will not be allowed unless otherwise directed on the landscape drawings. Tolerances for finish grades in drainage swales shall be  $\pm 0.05'$ . Tie in new and existing finish grades. Leave all landscaped areas in finish condition for planting. Landscaped planters shall be graded uniformly from edge of planter to inlets. If sod is used for turf areas the finish grade on which it is placed shall be lowered to allow for sod thickness.

### **3.10 CLEANUP**

- A. Upon completion of work herein, clear affected adjacent areas of all excess excavation materials, all debris, tools and equipment and leave in a clean condition.
- B. Dispose of excavated materials, unsuitable for use as fill or backfill, and other debris off Site. Disposal areas and length of hauls shall be Contractor's responsibility.

**END OF SECTION 31 00 00**

## **SITE CLEARING AND DEMOLITION**

### Section 31 10 10

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

- A. Furnish all labor, materials, equipment, facilities, transportation and services to complete all site clearing and demolition work plus all related activities as shown on the Drawings and/or specified herein.
- B. Scope of work: The general extent of the site clearing and demolition work is shown on the Drawings and can include, but is not necessarily limited to the following:
  - 1. Demolition, removal and disposal of designated items.
  - 2. Careful removal, protection and re-installation of designated items.
  - 3. Careful removal and salvage of designated items.
  - 4. Disconnection and capping of existing utility and/or irrigation lines.
  - 5. Incidental demolition of abandoned utility and irrigation lines.
  - 6. Spraying until dead, clearing, grubbing vegetated areas and/or roto-tilling in existing turf areas.
  - 7. Protection of existing plant material.
  - 8. Removal of designated trees and planting areas.
  - 9. Related sections can include, but may not be limited to:

##### **1.02 RELATED SECTIONS**

- A. TREE AND PLANT PROTECTION: Section 31 13 16
- B. EARTHWORK: Section 31 20 00
- C. TEMPORARY EROSION AND SEDIMENTATION CONTROL: Section 31 25 10

##### **1.03 REFERENCES AND REGULATORY REQUIREMENTS**

State of California Department of Transportation Standard Specifications, current edition.

#### **1.04 SUBMITTALS**

- A. Conform to requirements of Division 1, General Conditions and Special Provisions.
- B. Indicate the proposed time line for site clearing and demolition work including all required shut off times and capping of utility services on the project schedule.
- C. Submit a written description of all proposed salvage, demolition and removal procedures to the District's representative for review before work is started. Procedures shall include:
  - 1. List of items to be removed and disposition of materials specified to be salvaged.
  - 2. Plan of coordination with other work in progress.
  - 3. Disconnection schedule of utility services.
  - 4. Detailed description of methods and equipment to be used for each operation.
  - 5. Sequence of operations.

#### **1.05 QUALITY ASSURANCE**

The District shall obtain and pay for all permits required in connection with this work. Fees for the dumping of debris shall be paid for by the Contractor.

#### **1.06 PROJECT CONDITIONS**

- A. Dust Control:
  - 1. The contractor shall, at all times, prevent the formation of airborne dust on and around the project site with the use of sprinkled water or other means acceptable to the District's representative. Non-compliance with proper dust control measures shall be grounds for issuance of "stop work" orders by the District's representative until such time as satisfactory measures are implemented.
- B. Utility Services:
  - 1. Issue written notices of planned demolition operations to utility companies and coordinate site clearing and demolition improvements as requested by said utility companies.
  - 2. Existing power poles and lines serving existing occupied buildings shall remain. Arrange all necessary work in order to maintain utilities not designated for removal.

3. Coordinate work in order to maintain utilities to any applicable temporary on-site facilities.

## **PART 2 - PRODUCTS - NOT USED**

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Conform to QAULTY CONTROL: Section 01 45 00 (as applicable).
- B. Carefully identify limits of demolition.
- C. Mark project areas as directed by the District's representative and as necessary to clearly identify the interface of items to be removed and items to be left in place intact.

### **3.02 PREPARATION**

- A. Protection:
  1. Make provisions and take necessary precautions to protect all existing items not designated for removal. Any existing item or area damaged during construction operations shall be replaced or repaired to an "as was" or better condition at no additional cost to the project and subject to the acceptance of the District's representative.
  2. Erect barriers, fences, guard rails, enclosures, chutes, and shoring as necessary to protect personnel, structures, and utilities remaining intact.
  3. Provide warning signs and lighting as necessary for vehicular and personnel protection. Maintain warning signs during construction as required by applicable safety ordinances and as reasonably prudent.
  4. Coordinate arrangements for items to be salvaged and turned over to the District.
  5. Notify Underground Service Alert (USA), (800) 227-2600, and local utility companies to verify locations of existing utilities a minimum of 48 hours prior to beginning work.
- B. Traffic Access:
  1. Ensure minimum interference with roads, streets, driveways, sidewalk and adjacent facilities.
  2. Do not close or obstruct streets, sidewalk, alleys or passageways without acceptance from the District's representative.

3. Provide approved alternate routes around closed or obstructed traffic ways as required by the District's representative.
4. Maintain access to adjacent existing buildings to ensure uninterrupted operations during demolition work.

### **3.03 DEMOLITION**

- A. General: Refer to drawings for extent of demolition work.
- B. Paving: Demolish paving in accordance with local noise ordinance regulations and as acceptable to the District's representative.
- C. Filling: Completely fill below-grade areas and voids resulting from demolition work. Install appropriate, acceptable fill material consisting of soil, gravel or sand, free of trash and debris, stones over 6" diameter, roots or other organic matter. Meet compaction requirements as specified.
- D. Other: If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both the nature and extent of the conflict. Submit report to District's representative in written, accurate detail. Pending receipt of directive from District's representative, rearrange selective demolition schedule as necessary to continue overall job progress without delay.
- E. Clearing and Grubbing:
  1. Remove trees as shown on Drawings. Removal shall include trunks and roots over one inch (1") in diameter to a depth of eighteen inches (18") below subgrade elevations.
  2. Clear and strip surface vegetation and organic laden topsoil to a minimum four-inch (4") stripping depth. All organic material shall be removed from subgrades of proposed paving and synthetic turf surfacing areas. Exact depth of the stripping shall be verified by the geotechnical engineer prior to commencement of work. All stripped material not reused in new turf planting areas shall be removed from project site by Contractor and disposed of in a legal manner at no additional expense to the District.
  3. Clear/strip vegetative material from soil surface and remove unless noted otherwise. Existing natural turf areas to be renovated and re-sodded need not be stripped, but may be cross-rippled in two opposite directions and roto-tilled into the ground to a minimum six-inch (6") depth. Remaining clods of turf shall be no larger than two inches (2") in diameter.
  4. Contractor is responsible for stockpiling and protecting all topsoil needed for landscaping improvements. All new landscaped and renovated turf areas shall have a minimum of nine inches (9") of clean, organic topsoil.



F. Utilities and Related Equipment:

1. The locations of existing utilities, as may be shown on the Drawings, are approximate. Should existing utilities not shown on the Drawings be encountered during construction operations, notify the District's representative immediately, and re-direct work to avoid delay. The District's representative shall then determine what action, if any, is required.
2. Remove all abandoned utilities as indicated and as uncovered by the work, and terminate in a manner conforming to code.
3. Remove and salvage designated items and related equipment and deliver to a location acceptable to the District's representative.

G. Underground Piping:

1. Existing storm drain and irrigation systems, as may be shown on the Drawings, may be modified to allow for construction of new items as a part of this project. Caution shall be exercised so as not to damage underground piping not scheduled for removal.
2. Remove underground piping as indicated, or as necessary and backfill to designated compaction density.
3. Manholes and lines scheduled for removal which connect to active systems shall have their active remaining portions capped, plugged, or blind-flanged as appropriate.
4. Materials used for pipe terminations and temporary connections shall be the same as the existing lines. Fittings and flanges shall be of weight and class suitable for the service in which used.
5. All existing utilities, including irrigation systems shall be completed so that work to remove or modify minimum impact to the school and its students is ensured by the contractor.

**3.04 SALVAGE**

A. Demolition:

1. Materials or equipment to be demolished shall become the property of the Contractor except for items specified to be salvaged for the District.
2. Carefully remove items to be salvaged to avoid damage and deliver to location acceptable to the District's representative.

- B. Replacement: In the event items not scheduled to be demolished are damaged, promptly replace or repair such items to an "as-was" or better condition per the discretion of the District's representative at no additional cost.

- C. Materials scheduled for removal shall not be placed on view to prospective purchasers or sold on site.

### **3.05 CLEANING**

- A. Debris and Rubbish:
  - 1. Remove and transport debris and rubbish as it accumulates and dispose in a legal manner via recognized haul routes per Section 01500, in a manner that will prevent spillage on streets or adjacent areas.
  - 2. Remove all tools, equipment and appliances used for demolition from the site upon completion of the work.
  - 3. Clean entire project area, adjacent streets, and pavements to a "broom-clean", "stain-free" condition per the discretion of the District's representative.

**END OF SECTION 31 10 00**

## **AGGREGATE BASE**

### Section 32 11 26

#### **PART 1 – GENERAL**

##### **1.01 APPLICABLE REQUIREMENTS**

- A. Requirements of Division 1 apply to all work of this Section.

##### **1.02 SCOPE OF WORK**

- A. Furnish all labor, materials, tools, equipment and transportation required to perform and complete installation of aggregate base, including compaction and testing and any incidental work not shown or specified, which can be reasonably inferred as part of the work and necessary for its completion, as shown on Drawings and as specified herein and as directed by Owner's Representative.

##### **1.03 RELATED WORK SPECIFIED ELSEWHERE**

- A. Concrete Work: Section 32 16 00

#### **PART 2 – PRODUCTS**

##### **2.01 AGGREGATE BASE MATERIAL**

- A. Use 3/4-inch Class II aggregate base, free from vegetative matter and other deleterious substances and of such nature that it can be compacted readily under watering and rolling to form a firm, stable base.

#### **PART 3 – EXECUTION**

##### **3.01 PREPARATION**

- A. Clear area to receive aggregate base of all vegetable matter.
- B. Compact subbase to 90 percent relative compaction.

##### **3.02 PLACEMENT**

- A. Deliver material to site, deposit as close to area as possible, and spread.
- B. Spread aggregate in a four-inch layer and compact 95 percent.
- C. Spread aggregate when it has a moisture content sufficient to obtain required compaction and when moisture is uniformly distributed throughout material.

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**END OF SECTION 32 11 26**

## **SITE CONCRETE**

### Section 32 16 00

#### **PART 1 – GENERAL**

##### **1.01 APPLICABLE REQUIREMENTS**

- A. Requirements of Division 1 apply to work of this Section.

##### **1.02 SCOPE OF WORK**

- A. Furnish labor, materials, equipment, and transportation required for proper installation and completion of concrete work as shown on Drawings and as specified herein.

##### **1.03 RELATED WORK SPECIFIED ELSEWHERE**

- A. Finish Grading - Planted Areas: Section 02850
- B. Concrete Formwork: Section 03100
- C. Reinforcing Steel: Section 03200
- D. Recreational Facilities: Section 17000

##### **1.04 PROTECTION**

- A. Protect finished concrete against injury by rain, cold, vibration, animal tracks, markings by visitors, vandalism, etc.

##### **1.05 CLEANUP**

- A. Upon completion of work, remove debris, excess material, tools and equipment resulting from or used in operation.

##### **1.06 TESTS AND INSPECTIONS**

- A. Use the services of a recognized testing laboratory to perform the following tests:
  - 1. Cement: In lieu of tests, if desired, provide mill analysis and test reports by supplier certifying that cement conforms to Specifications.
  - 2. Concrete Cylinders: Make and cure in accordance with ASTM C 31.
    - a. Record time cylinders were made and record locations of concrete from which samples were taken.

- b. Take three identical cylinders from each pour of 25 cubic yards or part thereof, being placed each day. Test one cylinder at age seven days, and one at age 28 days.
- B. Be prepared for Inspector to check concrete consistency (slump) during each pour in accordance with ASTM C 143.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. Portland Cement: ASTM C 150, Type II. Use one brand of cement throughout for all exposed concrete to maintain uniform color.
- B. Concrete Aggregate: Regard fine and coarse aggregates as separate ingredients. Make sure each size of coarse aggregate, as well as combination of sizes when two or more are used, conforms to grading requirements of appropriate ASTM Standards.
  - 1. Concrete Aggregates for Standard Weight Concrete: ASTM C 33.
- C. Water: Use water that is clean and free from injurious amounts of oil, acids, alkali, organic matter or other deleterious substances and is suitable for domestic consumption.
- D. Admixtures:
  - 1. Water Reducing:
    - a. ASTM C 494 Type A - for use in cool weather.
    - b. ASTM C 494 TYPE D - for use in hot weather.

### **2.02 CONCRETE**

- A. Concrete Mixes
  - 1. Type B Concrete:
    - Strength: 3,000 lbs. per square inch at 28 days.
    - Maximum Aggregate Size: 1 inch
    - Maximum Cement Content: 6-1/2 Sack Mix
    - Maximum Water to Cement Ration: 6 gal per 94 lb sack of cement
    - Admixture: Water Reducing.

- B. Consistency of Concrete: Measure concrete slump in accordance with ASTM C 143, to fall within four inches plus or minus one inch for curbs, slabs on grade, and thin sections.
- C. Uses of Concrete:
1. Type B Concrete: For general concrete construction throughout Project.
- D. Mixing
1. Equipment: Machine mix concrete. Provide adequate equipment and facilities for accurate measurement and control of materials.
  2. Method of Mixing:
    - a. Transit Mixing: Comply with ASTM C 94. Use ready-mixed concrete throughout, except as specified below.
  3. Mixing Time: After mix water has been added, mix concrete not less than 1-1/2 minutes nor more than 1-1/2 hours. Reject concrete if not deposited within time specified.
  4. Admixtures:
    - a. Charge air entraining and chemical admixtures into mixer as a solution and dispense by an automatic dispenser or similar metering device. Weigh or measure by volume powdered admixtures as recommended by manufacturer. Measure admixture accurately within plus or minus three percent.
    - b. If two or more admixtures are used in same concrete, add separately during batching sequence, and provide that admixtures used in that combination retain full efficiency and have no deleterious effect on concrete or on properties of each other.
  5. Retempering:
    - a. Mix concrete only in quantities for immediate use. Discard, do not re-temper, concrete which has set.
    - b. Do not add water indiscriminately to increase slump.

- c. When concrete arrives at project with slump below that suitable for placing, add water only if neither maximum permissible water-cement ratio nor maximum slump is exceeded. Incorporate water by additional mixing equal to at least half of total mixing time required. Accompany addition of water (above that permitted by limitation of water-cement ratio) with a quantity of cement sufficient to maintain proper water-cement ratio. Use such additions only if approved by Inspector. In any event, with or without addition of cement, do not add more than two gallons of water per cubic yard of concrete over that specified in design mix.
6. Hot Weather Batching: If necessary, cool ingredients so concrete deposited in hot weather shall have a placing temperature below 90 degrees F.

## **PART 3 – EXECUTION**

### **3.01 PLACEMENT**

- A. Do not place concrete until formwork and reinforcement has been approved by Inspector. Clean forms of all debris and remove standing water. Thoroughly clean reinforcement and all handling equipment for mixing and transporting concrete. Do not place concrete against reinforcing steel that is hot to the touch. Notify inspector 48 hours in advance of concrete pour.
- B. Concrete Slabs on Grade:
  1. Pour exterior concrete slabs on grade over base specified under Section 02500. Accurately place base to specified grade.
- C. Conveying: Handle concrete from mixer to place of final deposit by methods which will prevent separation or loss of ingredients and deposit in forms as nearly as practicable at final position, in a manner which will insure that required quality of concrete is obtained.
- D. Depositing: Deposit concrete into forms in horizontal layers around foundation, proceeding along forms at a uniform rate and pouring into edge of previous pour. Do not pour concrete into an accumulation of water. Do not allow concrete to flow along forms to final place of deposit. Do not allow fresh concrete to fall from a height greater than six feet without use of adjustable length pipes or, in narrow walls, of adjustable flexible hose sleeves.



1. Consolidation: Thoroughly compact and work concrete to all points with solid continuous contact to forms and reinforcement. Use approved power vibrators immediately following pour. Allow spading by hand, hammering of forms or other combination of methods only on portions permitted by Contracting Officer. Do not place vibrators against reinforcing steel or use for extensive shifting of deposited fresh concrete. Provide and maintain standby vibrators, ready for immediate use.
- E. Construction Jointing-Slabs on Grade:
1. Locate joints where indicated on Drawings or as directed by Inspector.
  2. Pour contraction jointing in exterior paving slabs as described above, but tool joint edges to provide a uniform joint at least 3/8 inch in depth.

### **3.02 CURING AND PROTECTION**

- A. Curing: Maintain moist condition of exposed surfaces of all concrete used in project for at least five days after placing. Follow final curing processes to accomplish this. Maintain temperature of concrete at not less than 50 degree F nor more than 110 degree F for a period of 72 hours after deposit.
1. Initial Curing Process - Flat Work:
    - a. Mist Spraying: As soon as troweling of concrete surfaces is completed, spray exposed concrete continuously with a special atomizer spray nozzle capable of producing a fine mist. Adjust spray to prevent dripping of water from nozzle. Spray to maintain moist concrete surface but do not allow water to accumulate on surface. Maintain spray for a minimum of 12 hours or until such time as hereinafter described curing process is applied. Mist spraying will not normally be required when ambient air temperature is below 65 degree F.
  2. Final Curing Process - Flatwork: Except as noted, use any of following:
    - a. Water Curing: Keep concrete wet by mechanical sprinklers or by any other approved method.
    - b. Saturated Burlap Curing: Cover finished surfaces with minimum of two layers of heavy burlap and keep saturated during curing period.

- c. Curing Compounds: Use membrane curing compounds of chlorinated rubber or resin type conforming to ASTM C 309 only if specially approved by Contracting Officer. Do not use membrane curing compound on surfaces to be painted or to receive ceramic tile, membrane water-proofing or hardeners and sealers. Thoroughly and continuously agitate curing compounds by mechanical means during use, and spray or brush uniformly in accordance with manufacturer's recommendations. Apply immediately following final finishing operation.
  - d. Use either waterproof paper conforming to ASTM C 171, or opaque polyethylene film. Cover concrete immediately following final finishing operation. Anchor paper or film securely and seal or apply all edges in such a manner as to prevent moisture escaping from concrete.
3. Curing Process - Formed Surfaces: Keep forms heated by sun moist during curing period. If forms are to be removed during curing period, immediately commence curing as described for flatwork.

### **3.03 DEFECTIVE CONCRETE**

#### **A. Defective concrete:**

1. Concrete not meeting specified 28 days compressive strength.
2. Concrete exhibiting rock pockets, voids, spalls, exposed reinforcing to extent that strength, durability, or appearance is adversely affected.

### **3.04 PATCHING**

#### **A. Formed Surfaces:**

1. Upon removal of contact forms and after concrete surfaces have been inspected, remove form ties and expertly patch and point where necessary.
2. Remove honeycombed areas down to sound concrete, coat with bonding grout or approved compound, and patch using a low shrinkage high bond mortar. Cure patched area by keeping damp for at least five days.
3. Clean, dampen and fill tie holes solid with patching mortar or cement plugs of an approved variety.

#### **B. Slabs on Grade:**

1. Consider to be defective any cracks in concrete where slab is exposed and appearance is important.

### 3.05 FINISHES

#### A. Flatwork:

1. Unless otherwise indicated or specified, use an integral monolithic finish for flatwork. Finish exterior flatwork as indicated.
2. Integral Monolithic Finish: Apply as soon as freshly poured concrete slabs will bear weight of workmen. Pour slabs at full thickness to finish elevations shown. At proper time, repeatedly tamp surface with a wire mesh or grid tamper in a manner to force aggregate down below surface and to bring sufficient mortar to surface to provide for a smooth coating of cement mortar over entire surface. Allow surface mortar to partially set, then float with wooden floats and finish with one of the following, as required:
  - a. Broom Finish: Steel trowel surface to a smooth, dense surface, free of lies, tool marks, cat faces and other imperfections. After troweling, and before final set, give surface a broom finish, brushing in direction noted on Drawings, or as directed. Use "medium" texture broom finish as approved by Inspector for typical exterior flatwork except as otherwise indicated or specified.
3. Tolerance:
  - a. Finish surfaces of all interior integral finished flatwork sufficiently to contract a 10 foot long straightedge with a tolerance of 1/8 inch.
  - b. Finished surfaces of exterior integral finished flatwork shall not vary more than 1/4 inch from a 10 foot long straightedge, except at grade changes.

**END OF SECTION 32 16 00**

## **LANDSCAPING**

### Section 32 90 00

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION**

- A. Scope of Work: Furnish all labor, materials, tools, equipment, and transportation required to perform and complete the following work as specified herein:
  - 1. Hydroseeding and/or Sodding
  - 2. Weed Control
  - 3. Decomposed Granite
  - 4. Clean-up
  - 5. Guarantee
- B. Work not included in this Section: Landscape elements such as concrete walks, fencing, outdoor lighting, rough grading, and clearing are not a part of this Section unless shown on the landscape Drawings.
- C. Construction Documents and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications sections, apply to this section.

##### **1.2 RELATED SECTIONS**

- A. SUBMITTALS: Section 01 33 00.
- B. EXECUTION AND CLOSEOUT REQUIREMENTS: Section 01 70 00.
- C. EARTHWORK: Section 31 00 00.

##### **1.3 GUARANTEE**

- A. The guarantee period for decomposed granite shall be for the duration of one year.

##### **1.4 QUALITY CONTROL**

- A. Work Force: Ensure that an experienced foreman is present at all times during installation. Keep the same foreman and workers on the job from commencement to completion.
- B. Reviews: Specifically request reviews of all items listed below in “Inspection Requirements” prior to progressing to the next level of work. The Owner’s

Representative reserves the right to inspect and reject material, both at place of growth and at site, before and/or after planting, for compliance with requirements for name, variety, size and quality.

- C. Reference Standards: Meet or exceed Federal, State and County laws requiring inspection of all plants and planting materials for plant disease and insect control.
- D. Delivery, Storage, and Handling:
  - 1. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.
  - 2. Bulk Materials:
    - a. Do not dump or store bulk materials near structures, utilities, walkways or pavements, or on existing turf areas or plants.
    - b. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
- E. Decomposed Granite with Binder Mock-up:
  - 1. Install 4 ft wide x 10 ft long mock-up of decomposed granite with Stabilizer additive at location as directed by owner's representative for review and acceptance prior to placement of decomposed granite.
- F. Comply with the requirements of Section 01 70 00 – EXECUTION AND CLOSEOUT REQUIREMENTS.

## **1.5 INSPECTION REQUIREMENTS**

- A. Landscape Architect reserves the right to examine and reject plant material both at place of growth and at site, before and after planting, for compliance with requirements of name, variety, size, and quality.
- B. Request and hold a pre-construction meeting prior to beginning the work of this Section. Parties required to be in attendance are the Landscape Contractor, Project Inspector, Owner's Representative, and Landscape Architect.
- C. Obtain verification from Project Inspector for the following at the appropriate times during construction and prior to further progression of work in this Section:
  - 1. Rough grading is to tolerances specified in Section 31 00 00 – EARTHWORK.

- D. In case of failure to obtain any verification by the Project Inspector as required above, remove and replace work as necessary to obtain the verification at no additional cost to the Owner.

#### **1.6 SUBMITTALS AND SUBSTITUTIONS**

- A. See Section 01 33 00 – SUBMITTALS for additional requirements.
- B. Data Sheets: Provide product data for each type of landscape material indicated in the Drawings and Specifications.
- C. Samples: Submit samples of the following materials to Landscape Architect for approval:
  - 1. Decomposed Granite: (3) one-quart zip-locked plastic bags.

#### **1.7 PROTECTION AND CLEAN-UP**

- A. Provide protection for persons and property throughout progress of work. Use temporary barricades as required. Proceed with work in such manner as to minimize spread of dust and flying particles and to provide safe working conditions for personnel. Store materials and equipment where directed.
- B. Existing Construction: Execute work in an orderly and careful manner to protect paving, work of other trades, and other improvements.
- C. Existing Utilities: Provide protection for existing utilities within construction area. At no additional cost to Owner, repair any damages to utility lines that occur as a result of this work.
- D. Landscaping: Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods.
- E. Paving: Maintain cleanliness of paving areas and other public areas used by equipment, and immediately remove spillage; remove rubbish, debris, and other material resulting from landscaping work, leaving site in a safe and clean condition.

#### **1.8 PLANTING SCHEDULE / ENVIRONMENTAL REQUIREMENTS**

- A. Install, establish, and maintain all lawn areas for a minimum of ninety (90) days prior to date of substantial completion. Coordinate schedule with other work and overall project schedule. Failure to install lawn areas by this date shall result in assessment of liquidated damages.
- B. Proceed with work in an orderly and timely manner to complete installation of landscaping within contract limits.
- C. Planting Season Limits: Do not plant when grounds are wet or temperature is

below 25° F. Do not proceed with any soil preparation and fertilization if all planting cannot be completed within Planting Season Limit.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

Use material in new and perfect condition as specified. Any deviations or substitutions from the Specification and Drawings must first be approved by Owner's Representative in writing prior to use.

### **2.2 MISCELLANEOUS LANDSCAPE MATERIALS**

- A. Decomposed Granite:
  - 1. Reddish-brown in color.
  - 2. A mixture of fines to three-eighths inch (3/8") size particles with no clods.
  - 3. Free of vegetation, other soils, debris and rocks, and of such nature that it can be compacted readily under watering and rolling.
- B. Decomposed Granite Binder: Shall be Stabilizer by Stabilizer Solutions.
- C. Metal Edging: Permaloc Aluminum Edging

### **2.3 PLANT MATERIAL:**

- A. Hydroseed: Erosion control mix.
- B. Lawn Sod: Ninety percent (90%) Perennial Ryegrass and ten percent (10%) Kentucky Bluegrass.

## **PART 3 - EXECUTION**

### **3.1 SITE CONDITIONS**

- A. Examine the site, verify grade elevations, and observe conditions under which work is to be performed. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Owner's Representative.
- B. Proceed with complete landscape work as rapidly as portions of the site become available, working within seasonal limitations for each kind of landscape work required.
- C. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand-excavate, as required, to minimize possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

- D. When conditions detrimental to sod or plant growth are encountered, such as rubble fill, adverse drainage condition, or other obstructions, notify the Owner's Representative before planting.

### 3.2 PREPARATION

- A. Finish Grading for all Planting areas
1. Refer to Earthwork Specification Section for Rough Grading.
  2. Grade to elevations and contours shown on Drawings. Fill low spots with landscape backfill material and grade to surface drain in manner indicated on Drawings.
  3. Finish-grade so that the entire area within the contract lines has a natural and pleasing appearance as specified and as directed by Landscape Architect.
  4. Adjust sprinkler heads flush to finish grade in preparation to receive hydroseeding or one-half inch above finish grade in preparation to receive sod. Reset sprinkler heads flush to grade after turf has germinated.
  5. Flag the sprinkler heads and valve markers.

### 3.3 PLANTING

- A. Hydroseeding:
1. Do not begin hydroseeding until finish-grading has been checked by Landscape Architect. If work is rejected due to failure to obtain Landscape Architect's approval prior to hydroseeding, redo rejected work at no additional cost to Owner.
  2. General: Hydroseeding is an artificial planting process which provides vegetation to an area by using a mixture of soil conditioner/fertilizer, seed, binder, and wood fiber mulch. This mixture should be of such character that it will disperse into a uniform slurry when mixed with water in a mechanical mixer.
  3. Equipment: Use a standard hydraulic mulching machine with a continuous agitation system that keeps material in uniform suspension throughout mixing and distribution cycles and with a minimum mixing tank capacity of 500 gallons (3,000+ sq. ft. of coverage).
  4. Mix per 1,000 square feet:
    - a. Lawn Seed 8 lbs.
    - b. Starter Fertilizer 25.0 lbs.



- c. Wood Fiber Mulch: 45 lbs.
- d. Soil Binding Agent: 3 oz.
- e. Herbicide: 0.7 oz.

- 5. Application: Spray the slurry mix, under pressure, uniformly over the soil surface in a one-step operation. Protect adjacent paving, building walls, etc.
- 6. Clean any overspray from surfaces at end of each day's work.
- 7. Permit slurry to "set" approximately twenty-four hours (24 hrs.) before watering. Once watering has begun, do not allow newly hydroseeded areas to dry out.

B. Lawn Sod:

- 1. Cultivate all lawn areas to a depth of six inches (6"). If cultivation does not break lumps, pull a spike-toothed harrow over the area behind the tractor.
- 2. Give all lawn areas that are to be sodded a smooth finish to prevent pockets. Do not allow any abrupt changes of surface. Prior to installation of sod, roll the grade with a 200-pound water-ballast roller. Request that the lawn grade be inspected and approved by the Landscape Architect prior to sodding to determine its suitability for planting. Obtain such approval prior to commencing sodding operations.
- 3. Do not take heavy objects (except lawn rollers) over lawn areas after they have been prepared for planting.
- 4. Completely lay the sod within twelve hours (12 hrs.) of delivery. Do not leave sod on pallets in the hot sun longer than necessary.
- 5. Unroll sod carefully. Lay sod tight without any visible open joints, and without overlapping; stagger end joints twelve inches (12") minimum. Do not stretch or overlap sod pieces. Do not place sod in pieces smaller than twenty-four inches (24") in length by width of roll.
- 6. When new sod is to match existing turf, cut the edge of the existing turf in a series of straight lines that will accept new sod rolls in full width of the sod roll. Make the transition of grade between existing turf and new sod to be seamless with no change in elevation.
- 7. Immediately after laying sod, roll lawn areas with a 200-pound water-ballast roller.
- 8. Trim sod to conform to lawn shapes designated in Drawings.

9. On slopes of six inches (6") per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at a maximum of two feet (2') on center. Drive pegs flush with soil portion of sod.
10. Ensure that finished appearance is that of one continuous lawn.
11. Do not lay whole lawn before watering. When a conveniently large area has been sodded, water lightly to prevent drying. Continue to lay sod and to water until installation is complete.
12. All sod areas must be approved by Landscape Architect.
13. Water the complete lawn surface thoroughly. Moisten soil at least eight inches (8") deep. Repeat sprinkling at regular intervals to keep sod moist at all times until rooted. After sod is established, decrease frequency and increase amount of water per application as necessary.

### **3.4 DECOMPOSED GRANITE WITH BINDER**

- A. General: Prepare all areas to receive decomposed granite, and treat sub-grade with weed control.
- B. Placement:
  1. Do not install during rainy conditions or below 40 degree Fahrenheit and falling.
  2. After pre-blending, place the Stabilized decomposed granite on prepared sub-grade. Level to desired grade and cross section.
  3. Water heavily for full-depth moisture penetration of the Stabilized pathway profile, 25 to 45 gallons of water per 1-ton must be applied. During water application randomly test for depth using a probing device, which reaches full depth.
- C. Compaction:
  1. Upon thorough moisture penetration, compact aggregate screening to 85% relative compaction by equipment such as; a 2 to 4-ton double drum roller or a 1,000-lb. single drum roller. The roller size will depend on the depth of the pathway. DO NOT use a vibratory plate compactor or vibration function on roller as vibration separates large aggregate particles. Do not begin compaction for 6 hours after placement and up to 48 hours.
  2. If surface aggregate dries significantly quicker than subsurface material, lightly mist surface before compaction.
  3. Take care in compacting decomposed granite when adjacent to planting and irrigation systems. Hand tamping with an 8" or 10" hand tamp

recommended.

D. Inspection:

1. Finished surface of pathway shall be smooth, uniform and solid. There shall be no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material will not be present on the surface after installation, but may appear after use and according to environmental conditions. Pathway should remain stable underneath the loose granite on top. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation.

E. Repairs:

1. Excavate damaged area to the depth of the stabilized decomposed granite and square off sidewalls.
2. If area is dry, moisten damaged portion lightly.
3. Pre-blend the dry required amount of Stabilizer powder with the proper amount of decomposed granite in a concrete mixer.
4. Add water the pre-blended decomposed granite and stabilizer. Thoroughly moisten mix with 25 to 45 gallons per 1-ton of pre-blended material or to approximately 10% moisture content.
5. Apply moistened pre-blended decomposed granite to excavated area to finish grade.
6. Compact with an 8"-10" hand tamp or 250 to 300-pound roller. Keep traffic off area for 12 to 48 hours after repair has been completed.

### 3.5 CLEAN-UP

- A. During construction, keep the site free of rubbish and debris, and clean up the site promptly when notified to do so. Take care to prevent spillage on streets from hauling and immediately clean up any such spillage and/or debris deposited on streets due to the work of this Section.
- B. During all phases of the construction work, take all precautions to abate dust nuisance by clean-up, sweeping, sprinkling with water, or other means as necessary.

**END OF SECTION**