



City of Lindsay

DEPARTMENT OF CITY SERVICES

P.O. Box 369 — Lindsay, California 93247 — 150 North Mirage Ave.
559 • 562 • 7102 Option 4
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July 16, 2024

Olive Bowl/Kaku Park Expansion – Revision No. 2

Addendum/Clarification No. 1

The following additions and/or corrections shall become part of the Specifications for the subject project:

1. Question/Clarification.

- a. *Question:* Drawing page C4.0, Note #17 reads “Construct CMU wall to match Existing.”
Answer: Disregard note #17 for CMU wall. Wall is no longer part of scope of work.

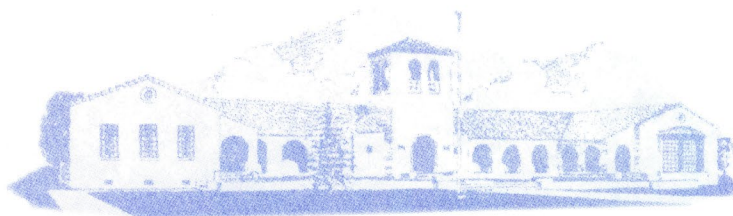
2. Use Specifications Rev 7.16.24

- a. Section One, B. Instructions to Bidders Page 1 through 5 have been updated
- b. Section One, C. Bid Proposal Page 1 through 20 have been updated.

This completes the items included in this Addendum/Clarification No. 1 for the City of Lindsay, **Olive Bowl/Kaku Park Expansion – Revision No. 2**. This Addendum cover page shall be signed and submitted with bid proposal.

Contractor

Date



City of Lindsay Olive Bowl/Kaku Park Expansion – Revision No. 2

Funded by Clean California Local Grant Program:
Caltrans Agreement Number CCL-5189(035)

Funded by California Drought, Water, Parks, Climate, Coastal
Protection, and Outdoor Access for All Act of 2018: Contract No.
C9801044/Project No. SW-54-006



July 2024

City of Lindsay
Department of City Services
150 North Mirage Avenue
Lindsay California 93247
559.562.7102 x 4 Phone 559.562.5748 Fax

**City of Lindsay,
Olive Bowl/Kaku Park Expansion – Revision No. 2**

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- **Titled “Specifications for: Olive Bowl/Kaku Park Expansion”**

ATTACHMENT(S):

- A. *Olive Bowl/Kaku Park Revitalization Plans***
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- C. *Southern California Edison Relocation Plans***
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 - **Prepared by BSK**

**CITY OF LINDSAY
STATE OF CALIFORNIA
A – NOTICE OF INVITING BIDS**

SEALED PROPOSALS will be **received by the Office of the City Clerk at City Hall, 251 Honolulu Street**, City of Lindsay, California, **August 14, 2024, at 3:00 PM** and promptly thereafter all proposals that have been duly received will be publicly opened and read aloud for furnishing to said City all labor, materials, equipment, transportation and services for the

CITY OF LINDSAY, Olive Bowl/Kaku Park Expansion – Revision No. 2

Instructions to Bidders, Plans, Project Specifications and Proposal forms may be inspected at City of Lindsay Department of City Services, 150 North Mirage, Lindsay, California and copies of said documents may be obtained from the City Services Department. Bidders must request to be placed on the official plan holder's list by sending an email request to neyba.amezcua@gkinc.com and an electronic copy of the project manual and plans will be provided at no fee. All addenda and correspondence during the bid process will be handled electronically. No bid will be received unless it is made on the proposal forms furnished with the project specifications.

A Certified Check, Cashier's Check, or Bidder's Bond in the amount of ten percent (10%) of the bid made payable to the City of Lindsay will be required to accompany each proposal.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Compliance with the apprenticeship employment standards established by the State Director of Industrial Relations will be required.

Prevailing Wages: This is a public works project and therefore subject to registration with the California Department of Industrial Relations (DIR), payment of State prevailing wages and electronic certified payroll submission to the Labor Commissioner. All Bidders and Subcontractors must be registered with the DIR to bid on or perform work on any public works project.

As set forth in California Labor Code ("CLC") section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required. As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Lindsay address and available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in this project manual issued for bidding. Purposes and in copies of this book that may be examined at the offices described *above* where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of this project manual. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

A Disadvantaged Business Enterprise (DBE) goal is not required for this project; however, DBE participation is highly encouraged.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

The City hereby affirmatively ensures that qualified contractors so duly licensed will be afforded full opportunity to submit bids in response to this notice and there will be no discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

No qualified person with a disability will, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subject to discrimination.

No bid will be accepted from a contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code and as a minimum, possesses a current **Class "A", General Engineering Contractor License** in the State of California.

The right is reserved by the City of Lindsay to reject any or all bids, to evaluate the bids submitted and to award the contract according to the proposal which best serves the interests of said City.

During this RFP process, interested parties shall direct all questions in writing (via email) to **Neyba Amezcua** at **Neyba.amezcua@qkinc.com**. There will be an **"OPTIONAL PRE-BID JOB SITE MEETING"** on **July 24, 2024 at 1:00 PM at the Olive Bowl Site**. The successful bidder will be required to furnish the City of Lindsay with a "Performance Bond" in the amount of one hundred percent (100%) of the contract and a "Labor and Material Bond" in the amount of one hundred percent (100%) of the contract amount.

Upon receiving the **"NOTICE OF AWARD"**, the successful bidder has **TEN (10) CALENDAR DAYS** to submit all required bonds, insurance and licenses and meet with City representatives in a **PRE-CONSTRUCTION MEETING** to discuss any questions pertaining to this project. It is the contractor's responsibility to contact the City's Project Manager immediately, to arrange for the **PRE-CONSTRUCTION MEETING** during the **TEN (10) DAY PERIOD**.

Upon receiving the **"NOTICE TO PROCEED"**, the successful bidder has **TEN (10) CALENDAR DAYS** to **COMMENCE CONSTRUCTION**.


The Contractor shall pay the City as liquidated damages, the amount of **\$800.00** a day for each calendar day the project is delayed beyond the **"TIME OF COMPLETION DATE"**.

The City will withhold five percent (5%) retention from payments due to the Contractor until thirty-five (35) days after date of recording of the Notice of Completion. The Contractor may elect to receive one hundred percent (100%) of payments due under the contract by depositing securities of equivalent value with the City in accordance with the provisions of the California Civil Code Section 9550, *et seq.*

All terms and conditions contained in the contract documents, including the information to bidders, shall become part of the contract. In the case of bid mistakes, the City may consent to a withdrawal of the bid if the bidder establishes that the requirements of Public Contract Code Section 5103 have been satisfied. Per Public Contract Code Section 5105, a bidder who claims mistake or forfeits its bid security cannot

participate in further bidding on this project. A time limit of **Two Hundred Seventy (270)** calendar days has been set for the completion of the work from the date of the Notice to Proceed.

Dated this 2nd day of July 2024.


Maegan Peton
City Clerk & Assistant to the City Manager

Public Notice: Porterville Recorder, July 3, 2024

SECTION ONE
B - INSTRUCTIONS TO BIDDERS

1B-01. Securing Documents. Plans, Specifications and other contract documents will be available for examination without charge and copies may be secured in accordance with the foregoing “Notice of Inviting Bids”.

1B-02. Examination of Specifications and Sites of Work. The Bidder is required to examine the site of work, the proposal, the Plans and Specifications very carefully. They shall satisfy themselves as to the character and quantities of the work to be performed, the materials to be furnished and the requirements of the Contract Documents. It is not to be inferred that all conditions as shown on the Plans are actually existent, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions shown on the Plans and actual conditions revealed during examination or progress of the work. The submission of a proposal shall be prima facie evidence that the Bidder has made such an examination.

1B-03. Interpretation of Plans and Documents. If any Bidder should find discrepancies in, or omissions from the Plans, Specifications, or other proposed contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a request to the City for correction, clarification, or interpretation of the points in question. The person submitting such a request shall be responsible for its prompt delivery.

In the event that the City received such a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in the documents, a written addendum will be mailed to each person to whom a set of contract documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to Bidders in any manner other than written addendum.

1B-04. Addenda or Bulletins. The effect of all addenda to the contract documents shall be considered in the bid and said addenda shall be made a part of the contract documents and shall be returned with them. Before submitting their bid, each Bidder shall acquaint themselves as to whether or not any such addenda have been issued and failure to cover in their bid any such addenda issued, may render their bid informal and result in its rejection.

1B-05. Disqualification of Bidders. No person, firm or corporation shall be allowed to make, file, or be interested in more than one bid for the same work unless alternate bids are called for. (A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices or materials to a Bidder, is hereby disqualified from submitting a bid in their own behalf).

1B-06. Proposals. Bids to receive consideration shall be in accordance with the following instructions:

- a. Bids shall be made only on the Bid Proposal included with the Specifications; all bid items shall be properly filled out; numbers shall be stated in figures and the signatures of all persons signing shall be in longhand.
- b. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person or persons signing the bid.

- c. Bids shall not contain any recapitulation of the work to be done. Alternate proposals will not be considered except as required hereinabove. No oral, telegraphic, or telephonic proposals or modifications will be considered.
- d. The City may make such investigations as they deem necessary to determine the ability of any Bidder to perform the Work and the Bidder shall furnish to the City such information and data for this purpose as the City may request.
- e. Each Bidder shall list their proposed subcontractors on the form accompanying the proposal in accordance with the provisions of the Specifications.
- f. Each Bidder must accompany their bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified, or an approved corporate surety bond payable to the City of Lindsay, for a sum not less than ten percent (10%) of the aggregate sum of the bid, which check or bond and the monies represented thereby shall be held by the said City as a guarantee that the Bidder, if awarded a contract, will in good faith enter into such contract and furnish the required bonds and insurance policies. Such bid bond shall be issued by an "admitted surety insurer," as that term is defined by California Code of Civil Procedure Section 995.120, as may be amended, and in a form acceptable to the City.
- The Bidder agrees that, in case of their refusal or failure to execute said contract and provide said bonds and insurance policies within the time required by these documents, such check or bond and the money represented thereby, in the amount of ten percent (10%) the bid, shall remain the property of the City party hereto, or in the event of a corporate surety bid bond, said surety will make payment on the bond to the City, as liquidated damages, for all damages which the City may suffer by reason of such failure. A Bid received and not accompanied by such cashier's check, certified check, or approved bond, shall be rejected.
- g. Bids shall be delivered to the City of Lindsay, at the location stipulated, on or before the day and hour set for the opening of bids, as herein before specified in the "Notice of Inviting Bids". Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the Bidder.

1B-07. Licensing of Contractors. All persons, firms, partnerships, or corporations shall be licensed in accordance with the Business and Professions Code of the State of California and the applicable ordinances of the City of Lindsay before proceeding with the work under this contract. This project requires a current and valid Class "A", General Engineering Contractor License.

1B-08. Withdrawal of Bid. Any Bidder may withdraw their bid by written request at any time prior to the scheduled closing time for receipt of bids.

1B-09. Opening of Bid Proposals. A City representative will, in open session, publicly open, examine and declare the bids at the earliest convenient time following the time set forth in the "Notice of Inviting Bids". Bidders or their authorized representatives are invited to be present.

1B-10. Award of Contract or Rejection of Bids. No Bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids. The contract for the work will either be awarded, or the bids rejected within sixty (60) days from the date set for the opening of bids.

The contract for the work will be awarded to the lowest responsible Bidder complying with these instructions, the four (4) criteria set forth below and the "Notice of Inviting Bids". The City, however, reserves the right to reject any or all bids and to waive any informality in the bids received. The City, in

making its determination of the lowest responsible Bidder, will give consideration to the following criteria:

1. Quality of the contractor's technical approach to the project;
2. Qualifications of the Contractor's personnel, equipment and their availability to complete the work on time.
3. Experience of the Contractor in this type of work and the capability for performing the project; and
4. The Contractor's total base bid price, however, the City reserves the right award the following additive alternates in the order listed below, as the project budget allows;
 - **Additive Alternate A-Phase 3- North Park Improvements**
 - **Additive Alternate B- Phase 2-Parking Lot Improvements**
 - **Additive Alternate No. 1; Field #2 (200'/200'/200') - LED Lighting**
 - **Additive Alternate No. 2; Field #3 (200'/200'/200') - LED Lighting**
 - **Additive Alternate No. 3; Safety Net 20' high @ Field #2 & Field #3**
 - **Additive Alternate No. 4; 10x30' Cantilever Shade Structure over Bleachers at Field #1**
 - **Additive Alternate No. 5; 10x22' Cantilever Shade Structure over Bleachers at Fields #2 & #3**
 - **Additive Alternate No. 6; Play Area #3 @ South of Ballfield #2**
 - **Additive Alternate No. 7; Fitness Equipment (7 pieces total)**

A Bidder to whom an award is made shall execute a written Contract with the City and furnish the stipulated bonds and insurance within ten (10) days after the Notice of Award of the contract is issued. The Contract shall be made on the form provided by the City.

If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and an award may be made to the next lowest responsible Bidder; and such Bidder shall fulfill every stipulation embraced herein, as if they were the party to whom the first award was made. A corporation to which an award is made shall furnish evidence of its corporate existence and that the officers signing the contract and bonds for the corporation are duly authorized to do so by certified copy of Resolution authorizing same by the corporation's Board of Directors.

1B-11 Bonds. A successful Bidder, simultaneously with the execution of an Agreement, will furnish a bond to secure the payment of labor and materials in a sum not less than 100 percent (100%) of the total amount payable by the terms of the contract and a faithful performance bond in a sum not less than 100 percent (100%) of the amount of the contract; said bonds shall be issued by admitted surety insurers satisfactory to the City. Surety companies, to be acceptable to the City must be authorized to do business in the State of California and be on the accredited list of the United States Treasury. The bonds given by the contractor shall be extended as proposed in the same manner as the district.

1B-12. Time of Completion and Liquidated Damages. The work shall be commenced within ten (10) calendar days from the date of the Notice to Proceed and shall be diligently prosecuted until completion. A time limit of **two hundred seventy (270) calendar days** from date of the Notice to Proceed has been set for completion of all of the work. The Bidder agrees to pay, as Liquidated Damages, Eight Hundred Dollars (\$800.00) for each consecutive calendar day delay in finishing the work in excess of the number of calendar days as prescribed above. The Bidder's attention is directed to the General and Special Conditions as to provisions for the extension of time of completion and/or assessment of Liquidated Damages. The city has a grant with the Department of Transportation which requires a completion date of June 30, 2025. The contractor shall place all orders for materials and equipment needed for this project within 30 days of the Notice to Proceed as time is of the essence for this project.

1B-13. Assignment of Contract. No assignment by the Contractor of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Agency unless such assignment has had prior approval of the Agency and the surety has been given notice of such assignment in writing and has consented thereto in writing.

1B-14. Workers and Wages. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in this project manual issued for bidding. Purposes and in copies of this book that may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of this project manual. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

1B-15. Job Tour. Assistance, if necessary, in the inspection of the project location can be obtained by prior arrangement with the City of Lindsay Department of City Services.

1B-16. Identification of Subcontractors. In accordance with Section 4100 et seq of the Public Contract Code, each Bidder, in the Bid, shall set forth: **(1)** The name and location of the place of business of each subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work, or improvement, in an amount in excess of one-half of one percent of the Contractor's total bid; and **(2)** The portion of the work which will be done by each such subcontractor. No Contractor, whose bid is accepted shall, without consent of the City, either: **(3)** Permit any such contract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or **(4)** Sublet or subcontract any portion of the work in excess of one-half percent of one percent of the Contractor's total bid as to which their original bid did not designate a subcontractor. Penalties for failure to comply with the foregoing are as set forth in the Public Contract Code.

1B-17. DIR Registration. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the contract is awarded.

1B-18. State Prevailing Wage Rates. In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code Section 1773.9, apprenticeship or other training programs authorized by Labor Code Section 3093, and similar purposes applicable to the work to be done. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/>.

1B-19. Statutory Penalty for Unauthorized Overtime Work. In accordance with Section 1813 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose

behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of Sections 1810-1815 of the California Labor Code.

1B-20. Workers Compensation Notice. As required by Section 1860 of the California Labor Code and in accordance with provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of “workers compensation” to its employees.

1B-21. Workers Compensation Certification by Contractor. In accordance with Section 1861 of the California Labor Code, the Contractor shall furnish the City a notarized statement prior to commencing construction as follows: “I am aware of the provisions of Section 3700 of the Labor Code which requires 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.”

1B-22. Apprenticeship Requirements. The Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime Contractor for all apprentice-able occupations. Under these sections of the law, contractors and subcontractors must employ apprentices in apprentice-able occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one apprentice for each five journeyman (unless an exemption is granted in accordance with Section 1777.5) and contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077 of the Labor Code. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and who have signed written agreements will be employed on City Services in apprentice-able occupations.

SECTION ONE
C - BID PROPOSAL
CITY OF LINDSAY
Olive Bowl/Kaku Park Expansion – Revision No. 2
Lindsay, California

Ladies & Gentlemen:

The undersigned hereby declares, as Bidder, that the only persons or parties interested in this proposal as principals, are those named herein, that no public officer or employee of the City is in any manner interested directly or indirectly in this proposal or in the profits to be derived from the contract proposed to be taken; that this bid is made without any connection with any other person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the Notice of Inviting Bids and the Specifications and agrees to all the stipulations contained herein; that he has examined the site of the work, the form of Agreement and the Specifications and drawings referred to therein.

The undersigned hereby proposes and agrees to furnish all of the material, labor, equipment, transportation and services for the construction and completion of the work listed below, all in strict conformity with the Plans, Specifications and other contract documents on file at the City, at the unit prices listed below.

If awarded the contract, the undersigned agrees to sign said contract and furnish the necessary bonds and insurance policies within ten (10) calendar days after the Notice of Award of contract.

The undersigned has checked carefully all of the prices quoted and understands that the City of Lindsay will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Attached please find Bidder's Bond, certified check, or cashier's check, for \$ _____, which amount is not less than ten percent (10%) of the total amount of this bid.

BIDDING SHEET

The work under this Specification is for the construction of the City of Lindsay, **Olive Bowl/Kaku Park Expansion – Revision No. 2** for the City of Lindsay all as described in this Specification and as shown on Plans.

The City reserves the right to:

1. Accept or reject any or all bids.
2. Award the contract to the lowest responsible Bidder for the Base Bid, if selected.
3. Waive any defects.
4. Accept all or any portion of the BID SCHEDULE.

The undersigned hereby certifies that he has a valid license as contractor **Class "A", General Engineering Contractor License**, in the State of California, the number of which is _____ and expiration of which is _____. I hereby declare that this information is valid and submitted under penalty of perjury in compliance with Business and Professions Code Section 7028.15.

Signed

Title

The undersigned hereby proposes and agrees to furnish all of the material, labor, equipment, transportation and services necessary for the construction of the **Olive Bowl/Kaku Park Expansion – Revision No. 2** all in strict conformity with the Plans and Specifications on file with the City of Lindsay. Bids shall include sales tax and all other applicable taxes and fees. Completion time is defined as the number of calendar days necessary to complete the defined work items from the date of the Notice to Proceed.

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials, or services by the bidder.

BID SCHEDULE

The Bid Schedule(s) list the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units each. With these units as the basis, the Bidder will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost shall be considered incorrect. Unit cost figures shall be considered correct and adjustments made accordingly.

The Bid prices shall be in ink or typewritten and the sum entered in figures. The following quantities of work to be done and materials to be furnished are given as a basis for the comparison of bids. The City reserves the right to increase or decrease the quantities of any items as necessary or expedient.

All items shall be complete in place and bids shall include sales tax and all other applicable taxes and fees.

Witness our hands this _____ day of _____, 20_____.

Signature of bidder, with business addresses and phone number.

Individual Contractor Name:

Address:

Partnership Name:

Business Address:

By:

Partner.

Other Partners:

Corporation Name:

Business Address:

By: _____,
President

_____,
Secretary

(Corporate Seal)

Organized under the laws of the State of

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as Principal and _____ as Surety, are
hereby held and firmly bound unto THE CITY OF LINDSAY as Owner, in the penal sum of ten percent
(10%) of the total amount of the bid of Principal for the work, this sum not to exceed _____
Dollars (\$_____) of lawful money of the United States for the payment thereof unto THE CITY OF
LINDSAY, Principal and Surety, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF
LINDSAY a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing,
for the

City of Lindsay
Olive Bowl/Kaku Park Expansion – Revision No. 2

NOW THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any extension.

Surety shall be liable under this obligation as Principal. Nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

Contractor, Individual, Partnership, or Corporation

Surety

By: _____

By: _____

**DECLARATION OF NON-COLLUSION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

State of California

County of _____)

I, _____, declare as follows:

I am the _____ (Title) of _____ (Name of Bidder) the party making the foregoing bid, that the 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 of Bidder

**PROPOSAL
INFORMATION REQUIRED OF BIDDER**

The Bidder is required to supply the following information. Additional sheets may be attached if necessary.

(1) Address: _____

Phone No. _____ Fax No. _____ E mail/Web page _____

(2) Type of Firm: Individual, Partnership, LLC or Corporation: _____

(3) Corporation/LLC organized under the laws of the State of _____

(4) List the names of all shareholders directors and officers of the corporation or names of all members, managers, and officer of the LLC:

(5) Number of years experience as a licensed contractor in this type of construction work: _____

(6) Subcontractors Listing. Please complete the section below with all subcontractors that will be performing work in or about the work or improvement in excess of one-half (1/2) of one percent (1%) of the total bid price. Attach additional pages as necessary.

BASE BID

No.	Type Work	DIR #	Subcontractor Name, Address, Phone, FAX	Dollar Amt. of Contract	Total Percentage
1					
2					
3					
4					
5					
6					
7					
8					

ADDITIVE ALTERNATE A - PHASE 3 - North Park Improvements

No.	Type Work	DIR #	Subcontractor Name, Address, Phone, FAX	Dollar Amt. of Contract	Total Percentage
1					
2					
3					
4					
5					
6					
7					
8					

ADDITIVE ALTERNATE B- PHASE 2 – Parking Lot Improvements

No.	Type Work	DIR #	Subcontractor Name, Address, Phone, FAX	Dollar Amt. of Contract	Total Percentage
1					
2					
3					
4					
5					
6					
7					
8					

ADDITIVE ALTERNATES (Continued)

No.	Type Work	DIR #	Subcontractor Name, Address, Phone, FAX	Dollar Amt. of Contract	Total Percentage
1					
2					
3					

4					
5					
6					
7					
8					

(7) List the name of the person who inspected the site of the proposed work for your firm: _____ . Date of Inspection: _____

(8) List 3 projects minimum and the owners and project manager and contact of similar size and type of construction; include the total base dollar figure and the final constructed dollar figure. (Attach additional page if necessary):

1. _____
2. _____
3. _____

(9) The General Contractor and all listed subcontractors shall submit with this proposal an organizational chart listing current employee names and titles. The General Contractor and all listed subcontractors shall identify the proposed project manager and foremen and include the length of employment with the company and years of experience with this type of construction. The General Contractor and all listed subcontractors shall also list the equipment owned that will be utilized on this project and list equipment not owned that is anticipated to be rented/purchased to complete this project.

(10) If requested by the City, the Bidder shall furnish a certified financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial condition.

The undersigned acknowledges that the quantities of work specified are approximate only, are the quantities which will be required to the best knowledge of the City at this time and are set forth herein for the purpose of comparing bids.

The City reserves the right to reject all bids or waive any informality and to award the bid to the responsible bidder on any Schedule.

The undersigned agrees, if awarded the Contract, to begin work within ten (10) calendar days after the date of the Notice to Proceed and to fully complete all work within the number of calendar days stipulated in the Instruction to Bidders after the date of the Notice to Proceed.

Receipt is hereby acknowledged of Addenda Number(s)
_____.

The undersigned is licensed in accordance with the laws of the State of California, Class “_____”
_____ Contractor License.

Individual Contractor

Name: _____

Address: _____

Partnership

Name: _____

Business Address: _____

By: _____

Partner.

Other Partners: _____

Corporation

Name: _____

Business Address: _____

By: _____, President.

_____, Secretary

Organized under the laws of the State of

(Corporate Seal)

LLC

Name: _____

Business Address: _____

By: _____, Manager

Organized under the laws of the State of

IRAN CONTRACTING ACT OF 2010

In the event that my bid or proposal is one million dollars (\$1,000,000.00) or more, by my signature below, I certify that this company, any parent entities, subsidiaries, successors or subunits of this company and I, personally, are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire is true and correct. By my signature on this proposal, I further certify, under penalty of the perjury under the laws of the State of California, that the Non-Collusion Affidavit, and the Debarment and Suspension Certification are true and correct.

Contractor/Subcontractor

By: _____
Printed Name

Signature

Title

Business Address (Street Address, City,
State & Zip Code)

Business Phone Number

I. Selection Schedule

The tentative schedule and sequence of this RFQ/RFP is as follows:

- Release RFP Notice - July 3, 2024
- Optional Pre-Bid Job Site Meeting - July 24, 2024 at 1:00 PM
- Final day for Submission of Questions to City - August 1, 2024 at 3:00 PM
- Final responses to Questions - August 7, 2024 by 3:00 PM
- **Deadline for Submission of RFQ/RFP** - August 14, 2024 at 3:00 PM

II. Project Description

It is the goal for the City of Lindsay to upgrade and transform the Olive Bowl/Kaku Park.

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment, other facilities, and incidentals necessary for the construction and completion of the **Olive Bowl/Kaku Park Expansion – Revision No. 2** in accordance with the Specifications and Plans.

All transported and/or disposed materials will need to be weighed, tracked, and reported to the City, per Senate Bill 1383 and City Ordinance.

Mid-Valley Disposal has exclusive rights within our jurisdiction to be the only refuse provider. Contractor shall coordinate with Mid-Valley Disposal for any refuse services. If Mid-Valley cannot provide the services, the contractor will be allowed to use other companies.

BID SCHEDULE
City of Lindsay
Olive Bowl/Kaku Park Expansion – Revision No. 2

BASE BID - PHASE 1 - Ballfield Park Improvements					
NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST
1	Mobilization, Demobilization & Cleanup	1	LS	\$	\$
2	Demolition, Site Clear and Grub	1	LS	\$	\$
3	Earthwork & Site Grading	1	LS	\$	\$
4	Site Electrical	1	LS	\$	\$
5	Landscape and Irrigation System	1	LS	\$	\$
SITE UTILITIES					
6	Storm Drain HDPE (4"-18")	905	LF	\$	\$
7	18"x18" Drop Inlet	4	EA	\$	\$
8	12"x12" Drop Inlet	4	EA	\$	\$
9	Storm Drain Manhole	1	EA	\$	\$
10	Sewer PVC Pipe (4")	402	LF	\$	\$
11	Domestic Water Pipe (2")	653	LF	\$	\$
12	Sidewalk Underdrain	1	EA	\$	\$
13	Sewer Manhole	1	EA	\$	\$
14	Cleanout	3	EA	\$	\$
PAVING/CONCRETE					
15	Concrete paving 4", natural grey, broom finish	45,295	SF	\$	\$
16	Concrete paving 7" at vehicular area, natural grey, broom finish	4,892	SF	\$	\$
17	Asphalt concrete paving, 3" over 6" AB	8,800	SF	\$	\$
18	Stabilized Decomposed Granite	26,298	SF	\$	\$
19	6" Concrete Mow Curb	689	LF	\$	\$
20	Play Area Curb @ Rubberized Play Surface	152	LF	\$	\$
BALLFIELDS					
21	Foul ball poles, 30'-0" high - At Field #1	2	EA	\$	\$
22	Safety Net 20' high @ Field #1	1,031	LF	\$	\$
23	Aluminum Spectator Bleachers (4-Row, 27' long) @ Field #1	2	EA	\$	\$

24	Aluminum Spectator Bleachers (3-Row, 21' long)	4	EA	\$	\$
25	Aluminum Spectator Bleachers (3-Row, 15' long)	2	EA	\$	\$
26	Electronic Scoreboard @ Field #1	1	EA	\$	\$
27	Electronic Scoreboards @ Field #2 & #3	2	EA	\$	\$
DUGOUTS AMENITIES					
28	Bat rack	6	EA	\$	\$
29	Aluminum Players Bench (7'-6" long; 3 per dugout)	18	EA	\$	\$
BACKSTOPS, FENCES AND GATES					
30	Field #1 - 30' H Chain-link backstop w/ 8' Overhang	1	EA	\$	\$
31	2" x 10" Plastic Lumber @ Field #1 30' Back Stop. Fields #2 and #3 20' Backstops.	327	LF	\$	\$
32	Field #2 and #3 - 20' Back Stop	2	EA	\$	\$
33	8'-0" high Chain-link fencing - Field #1 side lines and outfield	1,000	LF	\$	\$
34	8'-0" high Chain-link fencing - Field #1 dugouts	122	LF	\$	\$
35	8'-0" high Chain-link fencing - Fields #2 and #3 side lines and outfield	1,277	LF	\$	\$
36	8'-0" high Chain-link fencing - Field #2 and #3 dugouts	244	LF	\$	\$
37	(8' h x 4'w) Chain-link Gates , Single	18	EA	\$	\$
38	(8'h x 8'w) Chain-link Gates, Double	4	EA	\$	\$
39	(8'h x 12'w) Chain-link Gates, Double	8	EA	\$	\$
SITE SPORTS SURFACES					
40	Decomposed granite, Infield Mix - fields #1, #2 and #3	47,458	SF	\$	\$
41	Turf (Seed Ballfield)	114,124	SF	\$	\$
42	9" Concrete Mow Curb at 8' Fencing	2,643	LF	\$	\$
SITE AMENITIES					
43	Drinking fountains	2	EA	\$	\$
44	Trash receptacles	15	EA	\$	\$

45	Dog Waste Station	1	EA	\$	\$
46	Picnic Table ADA 8' Long	5	EA	\$	\$
47	Picnic Table Standard 6' Long	5	EA	\$	\$
48	BBQ w/ Prep Table	4	EA	\$	\$
49	Grant Funding Signage	1	LS	\$	\$
50	Entry Monument	1	EA	\$	\$
51	Existing Shade Shelter Removal and Relocation	1	LS	\$	\$
52	Concrete Seat wall @ Ballfield	19	LF	\$	\$
53	Play Area #2 @ Ballfield Plaza	1	LS	\$	\$
54	Play Area Rubberized Play Surfacing	2,330	SF	\$	\$
55	Bike Rack	3	EA	\$	\$
56	Park Bench	8	EA	\$	\$
57	2-Bay Trash Enclosure	1	EA	\$	\$
58	Removable Bollards	3	EA	\$	\$
59	50' H. Flagpole	1	EA	\$	\$
60	All Ballfield Equipment not listed for fields and bull pens (i.e. bases, home plate, pitching rubbers)	1	LS	\$	\$
61	Basketball Court	1	LS	\$	\$

SITE FENCING

62	6'-0" high Chain-link Fencing	377	LF	\$	\$
63	(6'h x 12'w) Chain-link gates, double	1	EA	\$	\$

RESTROOM/CONCESSION BUILDING

64	Restroom/Concession/Storage BLDG	1	EA	\$	\$
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TOTAL FOR BASE BID-PHASE 1					\$
TOTAL IN WORDS (BASE BID-PHASE 1)					

ADDITIVE ALTERNATES

ADDITIVE ALT A - PHASE 3 - North Park Improvements

NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST
1	Mobilization & Demobilization	1	LS	\$	\$
2	Demolition, Site Clear and Grub	1	LS	\$	\$
3	Earthwork & Site Grading	1	LS	\$	\$
4	Site Electrical	1	LS	\$	\$
5	Planting and Irrigation System	1	LS	\$	\$

SITE UTILITIES

6	Storm Drain HDPE (4"-18")	269	LF	\$	\$
7	Storm Drain Manhole	1	EA	\$	\$
8	Sidewalk Underdrain	1	EA	\$	\$
9	Sewer Manhole	1	EA	\$	\$
10	Sewer PVC Pipe (4")	88	LF	\$	\$
11	Domestic Water Pipe (2")	90	LF	\$	\$

PAVING/CONCRETE

12	Concrete paving 4", natural grey, broom finish	5,528	SF	\$	\$
13	Stabilized Decomposed Granite	9,760	SF	\$	\$
14	6" Concrete Mow Curb	915	LF	\$	\$
15	Play Area Curb for EWF	454	LF	\$	\$
16	Play Area Ramp	2	EA	\$	\$

SITE AMENITIES

17	Trash receptacles	5	EA	\$	\$
18	Dog Waste Station	1	EA	\$	\$
19	Picnic Table ADA 8' Long	6	EA	\$	\$
20	Picnic Table Standard 6' Long	9	EA	\$	\$
21	BBQ w/ Prep Table	5	EA	\$	\$
22	Existing Memorial Removal and Relocation	1	LS	\$	\$
23	Play Area #1 @ North End	1	LS	\$	\$
24	Play Area Engineered Wood Fiber Surfacing	6,525	SF	\$	\$
25	Park Bench	3	EA	\$	\$

26	Removable Bollards	3	EA	\$	\$
27	Permaloc Cleanline Aluminum Edging	444	LF	\$	\$
SITE FENCING					
28	4' High Tube Steel Fencing	195	LF	\$	\$
TOTAL FOR ADDITIVE ALTERNATE A-PHASE 3					\$
TOTAL IN WORDS (ADDITIVE ALTERNATE A-PHASE 3)					

ADDITIVE ALT B - PHASE 2 - Parking Lot Improvements					
NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST
1	Mobilization & Demobilization	1	LS	\$	\$
2	Demolition, Site Clear and Grub	1	LS	\$	\$
3	Earthwork & Site Grading	1	LS	\$	\$
4	Site Electrical	1	LS	\$	\$
5	Planting and Irrigation System	1	LS	\$	\$
SITE UTILITIES					
6	Storm Drain HDPE (4"-18")	78	LF	\$	\$
7	Curb Inlet	1	EA	\$	\$
8	Sewer Manhole	1	EA	\$	\$
PAVING / CONCRETE					
9	Concrete paving 4", natural grey, broom finish	4,273	SF	\$	\$
10	Concrete paving 7" at vehicular area, natural grey, broom finish	245	SF	\$	\$
11	Asphalt concrete paving, 3" over 6" AB	9,793	SF	\$	\$
12	Stabilized Decomposed Granite	1,378	SF	\$	\$
13	6" Concrete Curb @ Parking	444	LF	\$	\$
14	Parking Lot Signage, Striping, Wheel Stops and ADA Ramp	1	LS	\$	\$
TOTAL FOR ADDITIVE ALTERNATE B-PHASE 2					\$
TOTAL IN WORDS (ADDITIVE ALTERNATE B-PHASE 2)					

ADDITIVE ALTERNATES (Continued)

NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	ITEM COST
1	Field #2 (200'/200'/200') - LED Lighting	1	LS		
2	Field #3 (200'/200'/200') - LED Lighting	1	LS		
3	Safety Net 20' high @ Field #2 & Field #3	715	LF		
4	10x30' Cantilever Shade Structure over Bleachers at Field #1	2	EA		
5	10x22' Cantilever Shade Structure over Bleachers at Fields #2 & #3	4	EA		
6	Play Area #3 @ South of Ballfield #2	1	LS		
7	Fitness Equipment (7 pieces total)	1	LS		

- In the event of discrepancy between words and figures, the words shall prevail and in the event of discrepancy between unit prices and total, the unit prices shall prevail.
- Mobilization shall not exceed 5% of the total bid amount.
- Prevailing wage rates and associated requirements apply to the work to be performed under this bid.

The award of the Contract, if it be awarded, will be made within sixty (60) days after the opening of the bids. Unless required by law, a bidder cannot withdraw its bid during said 60-day period after the time set for the opening of all bids. A cashier's check, certified check or bidder's bond of ten percent (10%) of the bid must be enclosed with the bid.

The City hereby reserves the right to reject any and all bids and/or waive any irregularity in any bid received and/or determine in its sole discretion the responsibility of any bidder and which bid is most advantageous to the City.

Each Bidder must accompany his bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified, or an approved corporate surety bond payable to the City of Lindsay, for a sum not less than ten percent (10%) of the aggregate sum of the bid, which check or bond and the monies represented thereby shall be held by the said City as a guarantee that the Bidder, if awarded a contract, will in good faith enter into such contract and furnish the required bonds and insurance policies. Such bid bond shall be in a form acceptable by the City.

The Bidder agrees that, in case of his refusal or failure to execute said contract and provide said bonds and insurance policies within the time required by these documents, such check or bond and the money represented thereby, shall remain the property of the City party hereto and, said surety will pay to the City, as liquidated damages, for all damages which the City may suffer by reason of such failure, the sum of ten percent (10%) of the amount of the bid. A Bid received and not accompanied by such cashier's check, certified check, or approved bond, shall be rejected.

The undersigned agrees that, should the work not be completed within the time stated in the required contract, from and after the date the contractor is instructed to proceed by the City or its designee, an amount equal to eight hundred (\$800.00) per calendar day for each day of delay after the expiration of such period shall be deducted from the sum to be paid under the required contract.

Individual Contractor Name:

Address: _____

Partnership Name:

Business

Address: _____

By: _____

Partner.

Other

Partners: _____

Corporation Name:

Business Address:

By: _____,

President.

_____,

Secretary

(Corporate Seal)

Organized under the State laws of:

LLC Name:

Business Address:

By: _____,
Manager

Organized under the State laws of:

SECTION ONE
D - CONTRACT

THIS CONTRACT is made and entered _____, 202__, by and between the **City of Lindsay**, hereinafter referred to as the “City” and _____, hereinafter referred to as the “Contractor”.

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

First. Contract Documents. The complete Contract includes all of the contract documents, to-wit: **(a)** Notice of Inviting Sealed Bids; **(b)** Instructions to Bidders; **(c)** Bid Proposal; **(d)** Contract; **(e)** General Conditions; **(f)** Special Conditions; **(g)** Technical Provisions including the complete set of Plans for the construction of City of Lindsay, **Olive Bowl/Kaku Park Expansion – Revision No. 2** **(h)** Performance Bond; **(i)** Payment Bond; **(j)** Duly issued Addenda and all modifications incorporated in the foregoing documents before execution of the Contract Agreement.

The foregoing contract documents are hereby incorporated by reference and shall be deemed and considered as forming a part of this Contract Agreement as fully and to the same extent as if it were copied at length herein.

Second. The Work. The Contractor agrees to furnish all tools, labor, materials, equipment, transportation, services and supplies necessary to perform and complete in a good and workmanlike manner the construction of the work designated as City of Lindsay, **Olive Bowl/Kaku Park Expansion – Revision No. 2** in strict conformity with and in exact accordance with, the Plans and Specifications and all other Contract Documents referred to above, which plans are on file at the offices of the City.

Third. Payment. The City agrees to pay and the Contractor agrees to accept _____ (\$ _____) according to the Bid Proposal at the time and manner set forth in these Specifications.

The foregoing shall be accepted by the Contractor as full and final compensation for work done under this contract.

Fourth. Commencement and Completion of the Work. The Contractor agrees to begin and complete the work within the time specified in the Notice of Inviting Bids. Time is of the essence in completing the project.

Fifth LIQUIDATED DAMAGES. THE PARTIES AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGE AND LOSS SUSTAINED BY THE CITY SHOULD THE CONTRACTOR FAIL TO COMPLETE THE WORK IN THE SPECIFIED TIME, THEREFORE, HE SHALL PAY TO THE CITY, AS LIQUIDATED DAMAGES and NOT IN THE NATURE OF A PENALTY, EIGHT HUNDRED DOLLARS (\$800.00) A DAY FOR EACH DAY DELAYED, WHICH SHALL BE DEDUCTED FROM ANY AMOUNT TO BE PAID UNDER THIS CONTRACT. THE AMOUNT OF LIQUIDATED DAMAGES HEREIN

PROVIDED FOR REPRESENTS AN ENDEAVOR BY THE CITY AND THE CONTRACTOR TO MUTUALLY DETERMINE, FIX AND STATE AN AMOUNT THAT NEARS A REASONABLE RELATIONSHIP TO THE ACTUAL DAMAGE SUFFERED BY THE CITY SHOULD THE CONTRACTOR FAIL TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED; PROVIDED THAT EXTENSIONS OF TIME WITH WAIVER OF FORFEITURE DUE TO DELAY MAY BE GRANTED AS PROVIDED IN SECTION 2-06 OF THE GENERAL CONDITIONS.

Sixth. Performance, Payment, and Warranty Security. The Contractor agrees to furnish bonds guaranteeing the performance of this Contract and guaranteeing payment for all labor and material used under this Contract as required by the laws of the State of California, in forms approved by the City. The Performance Bond shall be for an amount not less than one hundred percent (100%) of the amount of this Contract and shall be conditioned on full and complete performance of the Contract. The Payment Bond shall be in an amount not less than one hundred percent (100%) of the amount of this Contract and shall be conditioned upon full payment of all labor and material entering into or incident to the work covered by this Contract. The City will withhold five percent (5%) retention from payments due the Contractor until thirty-five (35) days after date of recording of the Notice of Completion. The Contractor may elect to receive one hundred percent (100%) of payments due under the contract by depositing securities of equivalent value with the City in accordance with the provisions of the California Government Code Section 4590. The Contractor agrees to furnish the bonds on the forms bound within these Specifications.

Seventh. Insurance. The Contractor agrees to carry Public Liability Insurance, Property Damage Insurance, Fire and Extended Coverage, and Worker Compensation Insurance in amounts and any other requirements as stated as required by the General Conditions.

Eighth. General Prevailing Rate of Per Diem Wages. The provisions of the State of CA Department of Industrial Relations, and, if applicable, the U.S. Department of Labor Code, regarding prevailing rates of wages and apprenticeship employment standards established by both agencies are incorporated herein by reference.

In accordance with the provisions of Labor Code Sections 1770 through 1781, inclusive, the City has ascertained that the general prevailing rate of wages applicable to the work being done is as per wage scale on file in the office of the City's Director of Public Services. The Contractor shall pay not less than the specified wages to all workmen employed in the execution of this Contract.

The Contractor must have an agent sign documents required under the California Labor Code and receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract documents shall be decided by the City's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders, or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the prevailing wage determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the Labor Code at Section 1770, *et seq.*, the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the Contract, a copy of which is available in the office of the Director of City Services.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The

Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

The Contractor shall forfeit Two Hundred Dollars (\$200.00) to the City for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for such work or craft in which such worker is employed by the Contractor or by any subcontractor, of any tier, in connection with the work. Pursuant to Labor Code 1775, 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 in the addition to the penalties.

Labor Code Section 1742.1 makes the Contractor, any subcontractor and the payment bond insurer jointly and severally liable for liquidated damages equal to the total underpayment of wages remaining uncorrected for sixty (60) days after receipt of the first notice of the underpayment. The underpaid employee will receive both the liquidated damages and the underpayment amount. The City may also request imposition of penalties equal to Fifty Dollars (\$50.00) per day per worker in addition to the liquidated damages and underpayment.

Contractors shall maintain payrolls and basic records (e.g., timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the City's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors. The City, through its Labor Compliance Officer or their designee, may conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has the duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3). It is the policy of the City to strictly enforce the public works prevailing wage requirements set for in the Labor Code. To that end, the Contractor and subcontractors that are found to be violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within five (5) calendar days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all sub-contractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the California Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

Ninth. Compliance with Other Provisions of Law Relative to Public Contract. The City is a public agency in the State of California and is subject to the provisions of the Government Code, the Public Contract Code, and the Labor Code. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with by the Contractor. These include, but are not limited to, the stipulation that eight (8) hours' labor constitutes a legal day's work and the Contractor will, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each workman employed in the execution of the Contract by the Contractor or

any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in violation of the provisions of Article Three, Chapter One, Part Seven, Division 2 of the California Labor Code, except as permitted by law.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, California 95827.

Tenth. Protecting of Public Utilities. The Contractor shall be compensated for the cost of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, in removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy and for equipment on the project necessarily idle during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, which such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the Plans and Specifications.

If the Contractor, while performing a contract, discovers utility facilities not identified by the City on the Plans or in the Specifications, he shall immediately notify the City and the utility in writing. The City, where it is the owner, shall have the sole discretion to perform the repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. If the Contractor discovers hazardous waste or unusual physical conditions, he shall comply with the notice provisions of Public Contract Code Section 7104.

Eleventh. Submission of Bids: Agreement to Assign. In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials, or services by the bidder.

Twelfth. Termination or Modification of Contract. Environmental Reasons. City may terminate, amend or modify the contract for environmental considerations. In the event of such termination, modification, or amendment, the notification to the Contractor thereof will include a statement of the compensation payable, if any, by reason of such termination, modification, or amendment. Any claims filed by the Contractor shall be in sufficient detail to enable the City to ascertain the basis and amount of said claims. The City will consider and determine the Contractor's claim and it will be the responsibility of the Contractor to furnish, within a reasonable time, such further information and details as may be required by the City to determine the facts or contentions involved in his claims. Failure to submit such information and details will be sufficient cause for denying the claims.

Upon final determination of any claim, the City shall then make and issue its final estimate in writing and within forty (40) days thereafter the City will pay the entire sum found due thereon, if any.

Thirteenth. Integration Clause. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exist

between the parties. This Contract can be modified only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY

By: _____
Mayor

(City Seal)
Attest:

City Clerk
City of Lindsay

Contractor

(Corporate Seal)

By: _____

Title

Approved as to Form:

City Attorney for City of Lindsay

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 3700 of the Labor Code which requires 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."

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

Contractor/Subcontractor

By: _____

Typed Name and Title

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that he does not nor will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed sub consultants for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

Signature

By: _____

Title

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ hereinafter referred to as “Contractor”, as Principal, and _____ as Surety, are held firmly bound unto the City of Lindsay in the sum of _____ (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Olive Bowl/Kaku Park Expansion – Revision No. 2** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20_____.

(Corporate Seal)

Contractor/Principal

By: _____

Title

(Corporate Seal)

Surety

By: _____

Title

Approved as to Form:

_____, City Attorney for City of Lindsay

BOND FOR MATERIALS AND LABOR

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ hereinafter referred to as “Contractor”, as Principal, and _____ as Surety, are held firmly bound unto the City of Lindsay in the sum of _____ (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **Olive Bowl/Kaku Park Expansion – Revision No. 2** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Principal as Contractor in said contract, or its, his or their subcontractors fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, or for the project or fail to pay any of the persons named in Section 8500, *et seq.*, of the Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to the Revenue and Taxation Code, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney’s fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims as under Section 8500, *et seq.*, of the California Civil Code.

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20_____.

(Corporate Seal)

Contractor/Principal

By: _____

Title

(Corporate Seal)

Surety

By: _____

Title

Approved as to Form:

_____, City Attorney for City of Lindsay

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____ the duly authorized and acting
(Please Type)

legal representative of **City of Lindsay**, do hereby certify as follows:

I have examined the attached CONTRACT(s), Performance and Payment BONDS and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the CONTRACTOR's insurance coverage complies with the requirements of the CONTRACT.

(Attorney's Signature)

DATE: _____

SECTION TWO
GENERAL CONDITIONS
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SECTION TWO GENERAL CONDITIONS

2-01. Definition of Terms:

Terms used herein are defined as follows and as in the “Glossary, Water and Wastewater Control Engineering” proposed by the Joint Committee representing the American Public Health Association, American Society of Civil Engineers, American Water Works Association, and Water Pollution Control Federation.

- a. Addendum: A supplement of any of the Contract Documents issued, in writing, after advertisement of, but prior to the opening of bids for a Contract.
- b. Advertisement: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.
- c. Agency or City: City of Lindsay, California, Party of the First Part of this Contract, or duly authorized agent of the Agency.
- d. Award: The formal action of the governing body in accepting a proposal.
- e. Bid Security: Refers to the certified check, cashier’s check, or surety bond, which is required to be submitted with the Proposal to insure execution of the Contract and the furnishing of the required bonds.
- f. Bidder: Any individual, firm, co-partnership, limited liability company, or corporation, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- g. Change Order: A written order issued by the Agency ordering the Contractor to make changes in the work or to perform extra work, and setting forth conditions for payment and adjustment in time of completion.
- h. Contract: The written instrument executed by the Contractor and the Agency by which the Contractor is bound to furnish all labor, equipment and materials and to perform the work specified, and by which the Agency is obligated to compensate the Contractor therefor at the prices set forth therein. The Contract Documents are herewith by reference made a part of the Contract as if fully set forth therein.
- i. Contract Documents: The works “Contract Documents” include the Notice Inviting Bids, Information for Bidders, General Conditions, Special Conditions, Specifications, Measurement and Payment, Proposal, Contract Payment Bond, Performance Bond, Plans and Addenda thereto.
- j. Contractor: The party of the second part, or his duly authorized agent, entering into this Contract with the Agency for performance of the work required by the Specifications. The Contractor is referred to throughout the Contract Documents as if of a singular number and masculine gender.
- k. Days: Unless otherwise designated, days will be understood to mean calendar days.
- l. District: The City of Lindsay or duly authorized agent of the District.
- m. Engineer: Whenever the Engineer is referred to, it is meant to mean City of Lindsay Engineer, limited in each case to the particular duties entrusted to him, or them.

- n. Inspector: Whenever the Inspector is referred to, it is meant to mean the City of Lindsay.
- o. Labor and Material Bond: A bond furnished by the Contractor and an approved surety, conditioned upon the Contractor promptly paying all monies due persons supplying labor or material to be used in protection of the Contract.
- p. Materials: The word “materials” includes, in addition to material incorporated into the project, equipment and other material consumed in the performance of the work.
- q. Notice of Award: A directive issued by the Agency notifying the Bidder that his proposal for the work contemplated has been accepted.
- r. Notice to Proceed: A directive issued by the Agency authorizing the Contractor to start the work or improvements required in the Contract.
- s. Faithful Performance Bond: A bond furnished by the Contractor and an approved surety, conditioned on the faithful performance and completion of the work covered by the Contractor.
- t. Plans: The approved detail drawings, or exact reproduction thereof, listed in the detail Specifications, which shows location, character, dimensions and details of the work to be done and which is to be constructed as a part of this Contract.
- u. Specifications: All written directions, provisions and requirements governing the procedure to be followed in connection with the performance and execution of the work, the quantities and qualities of materials to be used and the method of measurement of the quantities of work.
- v. Subcontractor: A person, firm, or corporation supplying labor and materials or labor for work at the site of the project as an agent of the Contractor.
- w. Surety: The word “surety” refers to the person, firm or corporation with whom the Contractor joins in assuring the liability for their performance of the Contract in accordance with the Plans and Specifications by issuing the bonds required by law.
- x. Work: The word “work” or “improvement” includes any or all of the improvements mentioned and authorized to be made, and the construction, reconstruction and repair of all, or any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.
- y. The terms approved, directed, satisfactory, acceptable, proper, required, necessary, and or equal, shall be defined as meaning as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary, or equal in the opinion of the Engineer.

2-02. Abbreviation.

The abbreviations used in the Plans and Specifications are abbreviations, the meaning of which are established by general usage, throughout the industry, those shown on the standard symbols of the Plans, and those defined hereinafter.

2-03. Supplementary Specifications.

Wherever reference is made within these documents to certain standard specifications, the reference shall be construed to mean the standards, with all subsequent amendments, changes, or additions as thereafter adopted and published that are in effect at the date of approval of the Plans and Specifications.

AASHTO	American Association of State Highway and Transportation Officials (formerly AASHO)
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FS	Federal Specification
SSPC	Steel Structures Painting Council

2-04. Subcontractors and Contracts.

No subcontractor will be recognized as such, and all persons engaged by the Contractor for the furnishing of labor, materials, equipment or any one or more of them, will be considered as employees of the Contractor, except regarding insurance as provided in paragraph 2-14. hereinafter.

Subcontractors may be permitted, to such extent as shall be shown to be necessary or definitely advantageous to the principal Contractor in the prosecution of the work, and in the opinion of the Engineer without injury to the interests of the Agency. The subcontract shall contain a reference to the agreement, and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. All work and materials furnished by the subcontractor shall be guaranteed by the Contractor and the Agency will hold the Contractor responsible therefor.

2-05. Testing and Rejection.

a. Operational and Field Testing. After all construction is complete and before acceptance, the Contractor shall perform field tests as called for in the Technical Provisions. The Contractor shall demonstrate to the Agency the operation of the facilities for proper sequence of operation and satisfactory performance of the individual components. Any improper operation of the system or improper, neglected or faulty construction shall be repaired or corrected to the satisfaction of the Engineer. The Contractor shall make changes, adjustments or replacement of equipment as may be required to make some comply with the Specifications, or replace any defective parts or material.

b. Tests. Materials requiring tests are so specified in the Technical Provisions.

c. Defective Work or Materials. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill this Contract, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted. If the work, or any part thereof, shall be found defective at any time prior to the final acceptance of the whole work, the Contractor shall forthwith make good such defect, without additional compensation, in a manner satisfactory to the Engineer.

Should it be considered necessary or advisable for the Agency, at any time before final acceptance of the work, to make an examination of work already completed by removing or exposing the work, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or any of his subcontractors, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this Contract, the additional cost of labor and materials necessarily involved in the examination and replacement, plus fifteen percent (15%) shall be allowed the Contractor.

All costs for retesting and re-inspection which are necessitated by defective materials and/or workmanship shall be at the sole expenses of the Contractor.

2-06. Performance of Work.

The work shall be commenced within ten (10) calendar days from the date of the Notice to Proceed and shall be completed by the Contractor within the number of calendar days stipulated in the Contract from the commencement of work. If the work is not completed in accordance with the foregoing, the Agency shall have the right to extend the time for completion if it determines, in its sole discretion, such extension to be in the best interests of the Agency. In case the Agency decides to extend the time limit for the completion of the work, it shall have the further right to charge the Contractor, his executors, administrators, heirs, assigns or sureties, all or any part as the Agency may deem proper, of the actual costs of engineering inspection, supervisors, incidental and other overhead expenses, that are directly chargeable to the Contract and that accrue during the period of such extension, and to deduct the amount thereof from the final payment for the work. However, the cost of the final survey and the preparation of the final estimate will not be included in such charges.

If the work is not completed by the Contractor in the time specified, or within any period of extension as above-authorized, it is understood that the Agency will suffer damage and it being impractical and extremely difficult to determine the amount of actual damage, it is agreed that the Contractor shall pay to the Agency as fixed and liquidated damages and not as a penalty, the sum specified in the Contract Agreement for each calendar day of delay until the work is completed and accepted and the Contractor and his surety shall be liable for the amount thereof, provided that the Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather (such as rain where the contractor's normal operational level is impeded)). The Contractor shall, within ten (10) days from the beginning of any such delay, notify the Engineer in writing of the cause of the delay; whereupon the Agency shall ascertain the facts and the extent of the delay and extend the time for completing the work when in its judgment the findings of fact justify such an extension; and its findings of fact thereby shall be final and conclusive on the parties thereto.

In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. If the dispute is not resolved, Contractor agrees to continue the work diligently to completion and will neither rescind this

Contract nor seek to stop the Contract by order of a court of competent jurisdiction until after the project has been completed, or to arbitration as provided in Paragraph 3-15 of the Special Conditions.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Agency in the project to the end that the Contractor may perform the Contract in the light of such other contract, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If the performance of any contract for the project is likely to be interfered with by the simultaneous execution of some other contract or contracts, the Agency shall decide which Contractor may proceed. The Agency shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly, or indirectly from the award or performance of any other contract or contracts on the project, or caused by any decision or omission of the Agency respecting the order of precedence in the performance of the contracts awarded for completion of the project.

2-07. Federal Hindrance.

In entering into this Contract, it is clearly understood by all parties hereto that conditions may subsequently arise resulting from, connected with, or growing out of any war, in which the United States may be engaged, or any national emergency or condition created directly or indirectly by or for national defense and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this Contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in the event the Contractor shall be prevented from performing the Contract or any part thereof by reasons of the conditions above stated, the following procedure shall govern.

The Contractor shall, in writing, notify the Agency of his inability to perform, stating in full the reason therefore and the probable durations of such inability. If required, he shall also submit proof or evidence in support of this claim or inability to perform.

If it shall appear to the satisfaction of the Agency that the cause of inability to perform arose after the Contract was entered into and is beyond the control of the Contractor, the Agency may:

- a. If lawfully within its power, remove the cause which prevents performance; or
- b. Suspend this Contract until the cause of inability to perform is removed; or
- c. With the consent of the Contractor, renegotiate or amend this Contract by extending the time of performance or by making changes in the character of the work, or in the materials or equipment required in order to enable performance of the Contract; or
- d. Waive performance of that part of the Contract which is impossible, or supply substitute materials for those unavailable. Where this remedy is resorted to, the payment due the Contractor shall be diminished to the extent of the work not required to be supplied, based on a written agreement.

If none of the foregoing procedures are adopted by the Agency within thirty (30) days after the Agency is satisfied and so finds that the Contractor is unable to perform for the reason above stated, then either party hereto may, without incurring any liability, elect to declare this Contract terminated upon the going of impossibility of performance. Upon such termination, the Contractor shall be entitled to proportionate compensation at the Contract price for such portion of the Contract as may have been performed.

2-08. Suspension of Contract.

If the work to be done under the Contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of his creditors or be adjudicated as bankrupt, or a receiver of his property or business be appointed by a court of competent jurisdiction, or if this Contract shall be assigned by him otherwise than as hereinafter specified, or if at any time the Engineer shall be of the opinion that the performance of the Contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of the Contract or of the Specifications, or is executing same in bad faith or not in accordance with the terms thereof, or if the work is not fully completed within the time named in the Contract for its completions, or approved extension of such time, the Agency may, by written notice, instruct the Contractor to discontinue all work, or any part thereof, under the Contract.

When such written notice is served upon the Contractor, he shall immediately discontinue the work or such part thereof as is covered by the notice and shall not resume the same except by written instruction from the Agency.

In any case, the Agency may take charge of the work and complete it by whatever method it deems expedient. In doing so, the Agency may take possession of any materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work. The Contractor shall not be entitled to receive any payments after the date of said notice. If upon completion of the work, the total cost of the Agency in connection therewith from the date of said notice to the date of completion exceeds the amount which would have been due the Contractor if the Contract had been completed by him, he shall pay the amount of such excess to the Agency; and in case such total cost shall be less than the amount which would have been payable under the Contract if the same had been completed by the Contractor, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract.

The Agency also reserves the right of suspending the whole or any part of the work if the Engineer shall deem it for the interest of the Agency to do so and, unless otherwise provided in the Technical Provisions, the Contractor shall have not claim for damages or additional compensation on account of such suspension, but will be entitled to so much additional time wherein to complete the Contract as determined in accordance with paragraph 2-06. herein before.

2-09. Protests.

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any instructions, ruling or decision of the Agency or Engineer, or of any inspection, to be unfair, he shall, within ten days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the Engineer, stating clearly and in detail his objections and the reasons therefore. Except for such protests and objections as are made of record in the manner and within the time stated herein, the Contractor shall be deemed to have waived and does hereby waive all grounds for protests or objections to such demands, instruction, ruling, or decision of the Engineer.

2-10. Right-of-Way.

The proposed improvements will be installed on public right-of-way and on easements secured for project purposes. The Contractor will be responsible for any encroachments in connection with the required construction pursuant to Section 3-13.

2-11. Loss or Damage.

The Agency shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or to any of the materials or other things used in performing the work, or for injury to any person or persons, either workmen or to the public, or for damage to any property for any cause which might have been prevented by the Contractor. Against all these injuries or damages to persons and property, the Contractor shall properly guard. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions, or from any cause whatsoever during the process of the work, or at any time before final acceptance, and shall indemnify, defend and save harmless the Agency from all suits or actions of every description brought for, or on account of, any injuries or damages received or sustained by any person or persons by reason of the construction of work, or any negligence or intentional misconduct in guarding the same, of improper materials used in its construction, or of any act of omission of the Contractor and his subcontractors.

2-12. Protection of Property and Utilities.

a. Protection of Property. The Contractor shall conduct his operation in such a manner as to avoid injury or damage to adjacent property, improvements, and facilities.

Buildings, trees, ground cover and shrubbery that are not designated for removal, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, pavement, structures, conduits, pipelines and other improvements within or adjacent to the proposed improvements shall be protected from injury or damage. The Contractor shall provide and install suitable safeguards to protect such objects from injury or damage, which objects, if injured or damaged, by reason of the Contractor's operations, shall be replaced or restored to a condition as good as when entered upon the work, or as required by the Specifications.

The Contractor shall be responsible for all damage to streets, roads, highways, canals, ditches, embankments, bridges, culverts and other public or private property, which may be caused by transporting equipment, materials, or men to or from the work. The Contractor shall make satisfactory and acceptable arrangements with the property owner over the damaged property concerning its repair or replacement.

b. Protection of Utilities and Substructures. A diligent search of known utility records has been made in the endeavor to indicate on the plans the nature and location of all utilities which exist within the limits of the work. However, the accuracy or completeness of the utilities on the Plans is not guaranteed. Utility structures and/or service connections to adjacent property may or may not be shown on the Plans.

It shall be the responsibility of the Contractor, before commencing any excavation, to contact all possible owners of utilities within the work area and to ascertain from records or otherwise, the existence, position and ownerships of all utilities, utility structures and service connections. No error or omission regarding said utilities shall be construed to relieve the Contractor from his responsibility in protecting all such facilities.

Utilities with facilities in the area of the work covered by these Specifications include:

- | | |
|--|---|
| 1. GAS LINES:
Southern California Gas Company
5000 W. Cypress
Visalia, CA 93292
Phone 559-739-2234 | 2. UNDERGROUND SERVICE
ALERT:
800-227-2600 or 411 |
|--|---|

- | | |
|---|---|
| <p>3. TELEPHONE SERVICE:
Frontier – Located Near
185 N Gale Hill Ave
Lindsay, CA 93247
Phone 877-648-0453</p> | <p>4. ELECTRIC POWER:
Southern California Edison Co.
2425 S. Blackstone
Tulare, CA 93274
Phone 559-685-3268</p> |
| <p>5. IRRIGATION LINES:
Lindsay-Strathmore Irrigation District
23260 Round Valley Road
Lindsay, CA 93247
Phone 559-562-2581</p> | <p>Lindmore Irrigation District
240 West Lindmore Street
Lindsay, CA 93247
Phone 559-562-2534</p> |
| <p>6. WATER, SEWER & STORM DRAIN LINES:
City of Lindsay
251 East Honolulu
Lindsay, CA 93247
Phone 559-562-7102</p> | <p>7. CABLE T.V.:
Charter Communications
151 North Main Street
Porterville, CA 93257
559-560-5312</p> |

Unless otherwise indicated on the Plans or in these Specifications or unless otherwise cared for by the Agency thereof, all water, gas, oil, or irrigation lines; lighting, power, or telephone conduits; sewer lines, house connection lines; sprinkling systems, and other subsurface structure of any nature along the work shall be maintained by the Contractor at his own expense and shall not be disturbed, disconnected, or damaged by him during the progress of the work. Should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expenses of whatever nature arising from such disturbance, or the replacement or repair thereof shall be borne by the Contractor.

The Contractor shall be compensated for the cost of locating, repairing damage not due to the failure of the Contractor or exercise of reasonable care, in removing or relocating such utility facilities not indicated on the Plans and in the Specifications with reasonable accuracy and for equipment on the project necessarily idle during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the Agency or the owner of the utility to provide for removal or relocation of such utility facilities.

Nothing herein shall be deemed to require the Agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as building, meter junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the Agency from identifying main or trunk lines on the Plans and in the Specifications.

If the Contractor, while performing this Contract, discovers utility facilities not identified by the Agency in the Contract Plans or Specifications, he shall immediately notify the Agency and the utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform the repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

In any case, should it be necessary to move or temporarily maintain the property of any public utility or other property, the cost of which because of the terms of any franchise or for any other reason must be borne by the agency thereof, such agency will, upon proper application by the Contractor, be notified by the Engineer to move or temporarily maintain such property within a specified reasonable time, and the Contractor shall not interfere with said property until after the expiration of the time specified.

If the Contractor discovers any of the following three conditions during excavation or trenching, the conditions shall be reported to the Engineer before the condition is disturbed:

- (1) Materials that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions differing from those indicated.
- (3) Unknown physical conditions of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The Engineer shall promptly investigate any such report to determine if it justifies an increase or decrease in the Contractor's cost, or a change in the time required for performance of the work. Any dispute with the decision of the Engineer shall not excuse Contractor from proceeding on the basis of established completion dates, but Contractor shall be entitled to contest the Engineer's decision in the normal course of claims resolution as provided for in this Contract.

The right is reserved to the Agency, to governmental agencies, and to owners of public utilities and franchises to enter upon any street, alley, right-of-way, or easement for the purpose of maintaining or of making necessary repairs or changes in property made necessary by the work. The Agency reserves the right during the progress of the work, upon determination of the actual position of the existing utilities and structures, to make changes in the grade or alignment of the pipelines wherever by so doing, the necessity for relocation of such utility structure will be avoided. Such changes will be ordered by the Engineer.

- c. Removal, Relocation or Protection of Existing Utilities. In accordance with the provisions of Section 4215 of the California Government Code, the contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or owner of the utility to provide for the removal or relocation of such utility facilities.

2-13. Observance of Laws and Regulations.

The address given in the Contractor's proposal on which the Contract is founded, is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered, except that said address may be changed by the Contractor by so notifying the Engineer and Agency in writing. This shall not be construed to preclude the service of any notice, letter, or other communication upon the Contractor personally.

- a. Patents or Copyrights. The Contractor shall hold and save the Agency harmless from liability of any nature and kind including costs and expenses, for or on account of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or applicant, manufactured, furnished, or used by him in the performance of this Contract, including their use by the Agency unless otherwise specifically stipulated in the Contract.
- b. Labor Standard. Subject to the provisions of Section 1810 through 1815, inclusive, of the California Labor Code, the time of service of any laborer, workman, or mechanic employed on the work shall be limited and restricted to eight hours during any one calendar day, except as otherwise provided in said sections, and the Contractor shall forfeit, as a penalty to the Agency, \$25.00 for each laborer, workman, mechanic employed in the execution of this Contract by him or any subcontractor under him, for each

calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of the California Labor Code.

c. Bonds. Upon the execution of this Contract, the Contractor shall furnish to the Agency the bonds required in these Specifications. Said bonds to be in substantially the forms hereto attached and with sureties approved by the Agency. The premium upon all such bonds shall be paid by the Contractor. The Agency will approve any surety company which, at the time of execution of this Contract, is listed in the latest published U.S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds as Acceptable Reinsuring Companies."

The Contractor shall, and the Contractor does, hereby assume all risks of damage to this Work and material from fire, earthquake, storm, and/or other causes prior to the completion and acceptance of the Contractor's Work, and shall at the Contractor's own cost and expense, repair and/or replace any work or materials damaged or destroyed.

d. Compliance with Laws and Regulations. The Contractor shall keep himself informed of all laws, ordinances and regulations in any manner affecting those employed on the work, or the materials used in the work, or in any way affecting the conduct of the work and of all orders and decree of bodies or tribunals having any jurisdiction or authority over the same. He shall, at all times, observe and comply with all such applicable laws, ordinances, regulations, orders and decrees in effect or which may become effective before completion of this Contract; and shall protect and indemnify the Agency against any claim of liability arising from or based upon the violation of any such law ordinance, regulation, order or decree, whether by himself, his employees, or his subcontractors.

Unless otherwise explicitly provided in these Specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expenses, and he shall pay all taxes properly assessed against his equipment or property used in connection with the work.

2-14. Insurance Requirements for Contractors.

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88)
2. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Contractors' Pollution Legal Liability insurance shall be maintained if the project involves environmental hazards. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: 2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the

general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Contractor's Pollution Legal Liability: \$1,000,000 per occurrence and \$2,000,000 policy aggregate

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out to work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be modified or canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall name City as loss payee

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. Waiver of Subrogation. Contractor hereby grants to the City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

G. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

H. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein

2-15. Construction Facilities.

- a. Power. The Contractor will make arrangement for power and shall pay for all power and installation thereof, required for the execution of the work required to complete this Contract.
- b. Sanitary Facilities. The Contractor shall provide temporary chemical toilet facilities for the use of all workmen. The toilet building shall be maintained in a sanitary condition at all times and at the completion of construction shall be removed from the site. Pit-type privies shall not be used.
- c. Telephone. Any telephone facilities which the Contractor may install in connection with the work shall be made available for use of the Engineer or his representatives without charge; except that any toll charges incurred by the Engineer shall be paid by the Engineer.
- d. Storage. The Contractor shall be responsible for the storage of all materials, equipment and so on, which are used in the work. All materials, equipment and articles at the site shall be adequately housed by the Contractor or otherwise protected by him against deterioration and damage. All costs incurred through the failure to provide protection shall be borne by the Contractor during the course of the work.
- e. Transportation Facilities. The Contractor shall investigate the ability of transportation facilities and shall make all arrangements necessary for the delivery of materials to be used on the work. The Contractor shall make his own investigation on the condition of available public roads, access right-of-way, and of restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the site of the work.
- f. Dust Control. The Contractor shall refer to the Technical Provisions of these specifications.
- g. Drinking Water. The Contractor shall supply pure, cool, drinking water with individual drinking cups or a sanitary bubbler fountain.
- h. Safety Measures and Public Conveniences. The Contractor shall provide for the protection of all persons and property at all times. The Contractor shall comply with the recommendations for safe construction methods from the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., to the intent that such provisions do not conflict with the applicable laws. Machinery and equipment shall be guarded in accordance with the requirements of the "Manual of Accident Prevention in Construction", published by the Associated General Contractor of America, Inc., to the extent that such provisions do not conflict with the applicable laws.

The Contractor shall take all necessary measures to protect the work and prevent accidents during the construction. He shall provide and maintain sufficient night lights, barricades, guards, temporary sidewalks, temporary bridges, danger signals, watchmen and necessary appliances and safeguards to properly safeguard life and property. He shall also protect all excavations, equipment and materials with barricades and danger signals so that the public will not be endangered.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to traffic, and shall have under construction no greater amount of work than he can handle properly with due regard to the rights of the public. Where existing streets are not available for detours, all traffic shall be permitted to pass through the work with as little and inconvenience as possible, unless otherwise authorized by the Engineer.

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor or his employees or subcontractors in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

i. Representative for Emergencies. The Contractor shall file with the Engineer, the names, addresses, and telephone numbers of representatives who can be contacted, at any time, in case of emergency. The representatives must fully be authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

2-16. Superintendence and Labor Competency.

Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders given by the Engineer shall be received and obeyed by the superintendent or foreman as authorized representative who may be in charge of the work. Any order given by the Engineer, not otherwise required be in writing by the Specifications, will, on request of the Contractor, be given or confirmed in writing. An authorized representative of the Contractor shall be at the site of the work during working hours.

All superintendents and foremen shall be English-speaking.

Any superintendent, foreman, laborer, or other person employed on the work by the Contractor who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work. When required in writing by the Engineer, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, unfaithful, disorderly, or otherwise unsatisfactory. Such discharge shall not be the basis of any claim for compensation or damage against the Agency.

2-17. Work Site Maintenance.

a. Access to Property Adjacent to Work. The convenience of abutting property owners shall be provided for as far as practicable. Convenient access to driveways, houses and buildings adjoining the work shall be maintained and temporary approaches to intersecting streets and alleys shall be provided and kept in good condition. When a section of surfacing, pavement, or a structure has been completed, it shall be opened for use by traffic at the request of the Engineer. In order that unnecessary delay to the traveling public may be avoided, the Contractor, when so ordered by the Engineer or City, shall provide competent flagman whose sole duty shall consist of directing traffic either through or around the work.

b. Water Hydrant and Utility Valves. The Contractor shall not prevent the free access to water, valves, water hydrants, or gas valves.

c. Rights to Access. The Contractor shall, at all times, provide proper facilities for access and inspection of the work by the Engineer, his assistants, inspectors, agents, and representatives of public agencies having jurisdiction.

2-18. Use of Explosives.

Explosives shall not be used on this project.

2-19. Drawing and Data to be Furnished by the Contractor.

Shop drawings shall be submitted by the Contractor to the Engineer as called for in the Specifications. A minimum of five (5) copies of all shop fabrication drawings that are required shall be submitted to the

Engineer for approval prior to the fabrication or placement of any of all items, three (3) of which will be retained by the Engineer. The remaining drawings, with comments of the Engineer, will be returned to the Contractor.

Approval of shop and working drawings shall indicate only that such drawings generally express the intent of the Contract Documents and shall not be construed as a complete check. Approval of drawings shall not relieve the Contractor of the responsibility of furnishing all materials and work required by and conforming to the Plans and Specifications. Approval of shop drawings shall, in addition, not relieve the Contractor of the responsibility of accuracy of dimensions; provision of adequate connections and the proper fitting of the work in the completed construction. An effort will be made to discover any errors in sizes of materials, general dimensions and detailed dimensions, but the responsibility for these items shall remain that of the Contractor.

Prior to submittal, the Contractor shall check the shop drawings prepared by subcontractor for accuracy and completeness, especially that the relation to adjoining work is accurately shown. Approval of shop drawings does not authorize any substitution of material or other departure from the requirements of the Contract Documents. Request for such changes shall be made the subject of separate correspondence. Shop drawings shall be submitted at such a time as will permit the Engineer not less than fifteen (15) days for checking. Any fabrication or other work done prior to the receipt of the approved shop and fabrication drawings shall be done entirely at the Contractor's risk.

The Contractor shall, in addition, file one (1) set of Contract Drawings, herein referred to as "Record Drawings", on which shall be recorded all variations between the work "as-built" and the Contract Drawings or other information specified. The Record Drawings shall be supplemented by any detailed sketches as necessary or directed to indicate fully the work "as-built". The Record Drawings shall be delivered to the Engineer upon completion of the work.

The Contractor shall supply to the Engineer, three (3) copies of the manufacturer's literature for all materials to be used in the project.

2-20. Final Conditions of Work.

Before application is made for the Agency to accept the work, all items of work shall be complete, ready to operate and in a clean condition. All trash, debris, unused building material and temporary structures shall have been removed from the site of the work. Tools and construction machinery not needed for repair and adjustment consequent to operational tests shall not be on the site. The walkways, parking areas and roadway shall be completely swept and broomed.

2-21. General Supervising.

The Engineer shall have the general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall have authority to reject any work or materials which do not conform to the Contract Documents, to direct the application of forces to such portions of the work as in his judgment is required, to order the force increased or diminished, to direct the sequence of the work and to decide questions which arise in the execution of the work.

2-22. Lines and Grades, Setting Stakes.

The Contractor shall give two working days' notice in writing when he will require the services of the Engineer for laying out any portion of the work. Elevations shown for the various parts of the work refer to the Datum Bench Mark, which will be established by the Engineer near the site. The Engineer shall establish

the necessary base lines at the surface of the ground for the construction of the work. From the established base lines, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of the same. The Contractor shall preserve all stakes set for lines, grades, or measurements of the work in their proper places until authorized to move them by the Engineer. Any expense incurred in replacing said stakes shall be borne by the Contractor.

Three consecutive points set on the same slope shall be used together in order that any variation from a straight grade can be detected. If any such variation is found, it shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.

Prior to any request for construction stakes, the Contractor shall have all utility lines located and marked in the field.

All construction staking and survey shall be performed and included in the Contractor's price.

2-23. Inspection.

The Agency shall provide inspection for all work to be performed under the Contract. Inspectors employed by the Agency shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will have authority to reject defective material and to suspend any work that is being improperly performed, subject to the final decision of the Engineer.

The inspector will exercise such additional authority only as may, from time to time, be delegated to him by the Engineer.

The Contractor shall notify the Agency or the Engineer two working days in advance of any work to be done in order that inspection services may be provided.

2-24. Materials and Workmanship.

Unless otherwise specified, all material incorporated in the permanent work shall be new. Materials so designated shall be as detailed and shall be of the best commercial quality and suitable for the purpose intended.

All workmanship shall be in conformance with the best trade practices. Particular attention shall be given to the appearance of exposed work. Any work or workmanship not conforming to the best practices shall be subject to rejection.

Preference for Materials. In accordance with the provision of Section 3400 of the California Public Contract Code, a contractor shall be provided a period of not less than 35 days after award of the Contract for submission of data substantiating a request for a substitution of "an equal" item.

2-25. Guarantees.

The Contractor shall guarantee all parts of the work against defective materials or workmanship furnished by the Contractor for a period of one (1) year from the date of filing of the "Notice of Completion" of the Contract, unless otherwise stipulated.

2-26. Attorney Fees.

If an action is commenced in a court of competent jurisdiction, or if the parties agree to settle a controversy of claim by arbitration, as provided in Section 3-15 of the Special Conditions attached hereto and made a part hereof, and if as a result of such action or settlement, the Agency is afforded any relief, it shall be entitled to its reasonable attorneys', paralegals' appraisers', engineers', and other professionals' fees and costs.

2-27. Subsurface Conditions.

The Contractor shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the Agency of written notice of:

** Subsurface or latent physical conditions at the site differing materially from those indicated on the Contract Documents; or

** Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The Agency shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment hereunder shall be made and the Contract Documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given; provided that the Agency may, if the Agency determines the facts so justify, consider and adjust any such claims consented to before the date of final payment.

2-28. Assignments.

- a. Public Works Contracts: Assignment to Awarding Body. In accordance with Section 4551 of the Government Code, the Contractor and subcontractor shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract of the subcontractor. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.
- b. Submission of Bids: Agreement to Assign. In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignments shall be made and become effective at the time the purchasing body tender final payment to the bidder.
- c. Submission of a Bid to a Public Agency Without a License: Misdemeanor; Exceptions: Previous Conviction; Fine: Application.

(1) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

- (a) The person is particularly exempted from the provisions of this chapter.
- (b) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code.

(2) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the Contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500) whichever is greater, or impose imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purpose of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(3) This section shall not apply to a joint venture license, as required by Business and Professions Code Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licenser.

(4) This section shall not affect the right or ability of a licensed architect or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(5) A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

2-29. Access to Contractor Records.

Access to all Contractor and Subcontractor records related to work performed under this Contract shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment under this Contract. Such records shall be maintained for a minimum period of three (3) years after final payment is received and shall be available to the State, its representatives, or during the term of this project and for a minimum period of three (3) years after the final payment.

2-30 Payments to the Contractor and Completion.

- a. Payment. The Agency shall make payments as follows:

Request for payments submitted by the Contractor on or before the tenth day of the calendar month, the Agency agrees to pay the Contractor, on the last day of the month, an amount to be determined by taking 95 percent of the approved completed work, proportionate to the amount of the Contract, of labor and materials incorporated in the Work to be performed, and by deducting the aggregate of all previous

payments. The balance of the total Contract Price shall be paid 35 calendar days after the date of filing by the Agency of such Notice of Completion of all the Work to be done under this Contract.

The Agency reserves the right to withhold payments on accounts of:

- (1) Defective work not remedied.
- (2) Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
- (3) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (4) Default of the Contractor in the performance of the terms and/or conditions of the Contract, or in their performance of any such terms and/or conditions.

b. Substitution of Securities in Lieu of Retainage. Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money held by the Agency to insure performance of the Contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with the State or Federally-chartered bank as the escrow agent, who shall return such securities to the contractor upon satisfactory completion of the Contract.

Deposit of the securities with an escrow agent shall be subject to a written agreement in the form outlined in Section 22300 of the Public Contract Code. The Agency shall not certify that the Contract has been completed until at least 45 days after the filing by the Agency of a Notice of Completion. Securities eligible for investment under said Section shall be those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

c. Working Hours. The Contractor shall comply with all applicable provisions of Section 1810 through 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the Owner, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

d. Workers Compensation.

(1) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that, in accordance with the provisions of Section 3700 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his or her employees.

(2) In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certificate prior to performing the work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

e. Protection of Workers in Trench Excavations. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer employed by the City, to whom authority to accept has been delegated, in

advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Owner, the Engineer, nor any of their officers, agents, representatives, or employees.

**SECTION THREE
SPECIAL CONDITIONS
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**SECTION THREE
SPECIAL CONDITIONS**

3-01. Scope of Work.

The work to be done consists of furnishing all labor, materials, tools and equipment necessary for or incidental to the construction and completion of the ~~Olive Bowl/Kaku Park Expansion – Revision No. 1~~ **Olive Bowl/Kaku Park Expansion – Revision No. 2** ~~Project Title~~ in accordance with the Plans and Specifications stated herein:

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The Contractor shall complete the proposed work in every detail specified. Should any details be omitted from these Specifications, it shall be the responsibility of the Contractor to inform the Engineer.

The Contractor acknowledges that the work called for consists of ~~Olive Bowl/Kaku Park Expansion – Revision No. 1~~ **Olive Bowl/Kaku Park Expansion – Revision No. 2** ~~Project Title~~ as shown on the construction plans and/or called for in the Bid Schedule. The City reserves the right to award the contract for any combination of work areas that serves its interest best. The award if made to less than all Areas of Work will be based on the total price as bid. No additional compensation will be paid for One Area of Work. The City also reserves the right to reject all bids.

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3-02. Time of Performance.

The work shall be completed within the number of calendar days stipulated in the Contract Agreements and the Notice of Inviting Bids.

The liquidated damages levy shall apply to the time frame allotted there.

3-03. Payments.

For request for payments submitted by the Contractor on or before the tenth day of the calendar month, the Agency agrees to pay the Contractor, on the last day of the month, an amount to be determined by taking 95 percent of the approved completed work, proportionate to the amount of the Contract, of labor and materials incorporated in the Work to be performed, and by deducting the aggregate of all previous payments. The monthly payments shall be made on the basis of monthly estimates which shall be prepared by the Contractor on a form approved by the Agency. The estimate shall reflect work completed up to and including the last working day of each month. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to or release the Contractor or any bond underwriter from damages arising from such work or from enforcing each and every provision of the Contract; and the City shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning the work or any portion thereof by the Agency shall remain uncomplished with.

Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in this Specification, to the following:

Retention of 5% of payments claimed until construction is complete. Retention shall be paid after 35 calendar days following Notice of Completion filed by City Clerk.

The foregoing condition will not apply to the extent that it may be prohibited by any specific requirement of State or local laws or ordinances.

Contractor may elect to substitute securities for money withheld pursuant to Public Contract Code Section 22300 subject to escrow instructions approved by City.

In addition to the amount which the City may retain as provided above, the City may withhold a sufficient amount or amounts of any payments otherwise due to the Contractor as in its judgment may be necessary to cover (a) payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished in or about the performance of the work on the Project under the Contract; (b) for defective work not corrected; and (c) for failure of the Contractor to make proper payments to any of his subcontractors; and (d) for delays which expose the City to claims from other contractors or suppliers.

The City may apply such withheld amount or amounts to the payment of such claims, in its direction. In so doing, the City shall be deemed the agent of the Contractor and any payments so made by the City shall be considered as a payment made under the Contract by the City to the Contractor and the City shall not be liable to the Contractor for such payment in good faith. Such payment may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer a construction commencement and completion program schedule of each of the various subdivisions of work required under the Contract and the anticipated amount of each monthly payment that will become due the contract price, and, thereafter, periodic itemized estimates of work done for the purpose of making partial payments thereon.

At the expiration of thirty-five (35) days after the final acceptance and filing of a Notice of Completion, the Contractor will be paid the remainder of the total contract price after deducting any sums which may be legally retained under this Contract.

3-04. Measurement and Payment.

General. Work performed by the Contractor pursuant to the requirements of the Contract Documents will be paid at the unit prices set forth in the Bid Proposal. The quantities of work performed will be measured by the Engineer in accordance with United States Standard Measures.

All miscellaneous work required to complete the Contract in accordance with the Contractor proposal shall be included in and paid for in the items contained in the Bid Schedule submitted by the Contractor and no claim shall be made or allowed for extra work on this account.

Payments made to the Contractor as specified herein shall constitute full compensation for all labor, materials, tools, equipment, taxes, fees, royalties, freight and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract Documents; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Agency and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract documents; and for completing the work according to the Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. No compensation will be made in any case for loss of anticipated profits.

Please see the Technical Provisions for details on Measurement and Payment for the Bid Items.

3.05- Contract Modifications, Contract Price, Contract Time.

1. Contract Modifications. The Agency, without invalidating the Contract and without notice to any Surety, may, at any time, require changes in, additions to, or deductions from the work to be performed or materials to

be furnished pursuant to the provisions of the Contract. These will be authorized by a Written Amendment, a Contract Change Order (CCO), or a Work Directive Change. Upon approval of any such document, the Contractor shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

A 10% contingency may be allowed to increase the project amount via CCO's depending on the scope of the CCO and the overall project budget. This 10% contingency is an aggregate total of all CCO's, not CCO's presented on an individual basis.

The City Council, through the City Manager, may authorize the City Services Director to execute CCO increases so long as they fall within the 10% contingency and there is a nexus to the original scope of work.

For CCO (individual or aggregate) increases that exceed the 10% aggregate contingency and are below 25% increase of the project bid and there is a nexus to the original scope of work, the City Council may approve and authorize the City Manager to execute the CCO.

For CCO's (individual or aggregate) that exceed 25% of the original bid proposal, and there is a nexus to the original scope of work, City Council shall approve and authorize the City Manager to execute a Supplemental Agreement with the Contractor.

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract time with respect to any work performed that is not required by the Contract Documents as amended, modified and/or supplemented. The Contractor shall, when required by the Agency, furnish an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

If notice of any change affecting the general scope of the work or provisions of the Contract Documents (including but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable bond will be adjusted accordingly.

The Agency and Contractor may execute appropriate Change Orders or Written Amendments covering:

- (a) Changes in the Work which are ordered by the Agency or are agreed to by the Parties;
- (b) Changes in the Contract price or Contract time which are agreed to by the Parties;
- (c) Changes in the Contract price or Contract time which embody the substance of any written decision rendered by the Agency; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, Contractor shall carry on the work and adhere to the progress schedule.

2. Contract Price. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days of such occurrence (unless Agency allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's

written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Section.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following methods:

A. Unit Price. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

1. Where the Contract documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of the Bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by the Contractor will be made by the Agency.
2. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.
3. Where the quantity of any item of unit price work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of work and if the Contractor believes that the Contractor has incurred additional expenses as a result thereof, the Contractor may make a claim for an increase in the Contract Price in accordance with this Section if the parties are unable to agree as to the amount of any such increase.
4. In the case of such an increase or decrease in a major unit item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of twenty-five percent (25%) of the total cost of such item based on the original quantity and Contract Unit Price.
5. Should any Contract unit item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

B. Lump Sum. By mutual acceptance of a lump sum proposal from the Contractor (which may include an allowance for overhead and profit); or

C. Force Account. On the basis of the Cost of the Work (as determined below) plus a Contractor's fee for overhead and profit (as determined below).

Daily force account reports shall be submitted to the Engineer no later than seven (7) days following the performance of said work. The reports shall itemize the materials used, hours and rate of pay of each workman, and the hours and rental rates of each piece of equipment utilized in extra work.

The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the work. Except as otherwise may be agreed to in writing by the Agency, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Section 3-05.:

1. Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Agency and the Contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise, and payroll taxes, workers or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include foremen at the site, only in the proportion that the claimed extra work applies to all work of the foreman. The costs of supervisory workers shall be considered part of the overhead as allowed per Section 3-05.2.F., Contractor's Fee. The expenses of performing work after regular working hours, on Sunday, or legal holidays, shall be included in the above to the extent authorized by the Agency.

2. Cost of all materials and equipment furnished and incorporated in the work, including cost of transportation and storage thereof, and Suppliers field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Agency deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Agency.

All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and the Contractor shall accrue to the Agency, and the Contractor shall make provisions so that they may be obtained.

3. Payments made by the Contractor to the subcontractors for work performed by subcontractors. If required by the Agency, the Contractor shall obtain competitive bids from subcontractors acceptable to the Contractor and shall deliver such bids to the Agency who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as the Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

4. Cost of special consultants (including, but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for service specifically related to the work except that the cost for special consultants employed for purposes of the prosecution or defense of any claims arising out of the work shall not be included in "Cost of the Work".

D. Supplemental costs including the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.
2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site, and hand tools not owned by the workers which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.
3. Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Agency, and all costs of transportation, loading, unloading, installation, dismantling, and removal thereof; all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.
4. Sales, consumer, use, or similar taxes related to the work and for which the Contractor is liable, imposed by laws and regulations.

5. Deposits lost for causes other than negligence of the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the Contractor in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by the Agency for this Work), provided they have resulted from causes other than the negligence or intentional misconduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Agency.
7. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for services a fee proportionate to that.
8. The cost of utilities, fuel, and sanitary facilities at the site.
9. Cost of premiums for additional bonds and insurance required because of changes in the work and premiums for property insurance within the deductible amounts established by the Agency.

E. The term "Cost of the Work" shall not include any of the following:

1. Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in the Contractor's principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Section 3-05.2.C.1. or specifically covered by Section 3-05.2.C.4. - all of which are to be considered administrative costs covered by the Contractor's Fee.
2. Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
3. Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the work and charges against the Contractor for delinquent payments.
4. Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by Section 3-05.2.D.9. above).
5. Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including, but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the work.
7. Other overhead or general expense costs of any kind and the costs of any items not specifically and expressly included in Sections 3-05.C. and 3-05.D.

F. Contractor's Fee. The Contractor's Fee allowed to the Contractor for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee;

or if none can be agreed upon.

2. To the total of the direct costs computed, an allowable markup of 10% for overhead and 5% for profit may be added. The markup shall constitute full compensation for all overhead costs and shall be deemed to include all items of expense and profit. The allowable markup for overhead and profit will be determined according to the work involved and the Contractor's operation. The percentage of markup shall be approved by the Agency.

In case work is performed by a subcontractor, the markup will be added only once to the actual cost of the work, however, the Contractor may add five percent (5%) to the subcontractor price to cover his own overhead and profit.

The amount of credit to be allowed by the Contractor to the Agency for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in the Contractor's fee by an amount equal to ten percent of the net decrease ; and

When both additions and credits are involved in any one change, the adjustment in the Contractor's fee shall be computed on the basis of the net change in accordance with Section 3-05.2.F.

3. Whenever the cost of any Work is to be determined pursuant to Section 3-05.2.E., the Contractor shall submit in form acceptable to the Agency, an itemized cost breakdown together with supporting data.

G. Cash Allowances. It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such subcontractors or suppliers and for such sums within the limit of the allowances as may be acceptable to the Agency. The Contractor agrees that:

1. The allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
2. The Contractor's cost for unloading and handling on the site, labor, installation, costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by the Agency to reflect actual amounts due the Contractor on account of work covered by allowances, and Contract Price shall be correspondingly adjusted.

3. Contract Time. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no case later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days of such occurrence (unless Agency allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for

adjustment in Contract Time will be valid if not submitted in accordance with the requirements of this Section, 3-05.3.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefor as provided in Section 3-05.3. Such delays shall include, but not be limited to, acts or neglect by the Agency or others performing additional work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Section 3-05.3. shall not permit recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) for delay by either party otherwise excluded by Section 3-05.2.C.4.

3-06. Authority of Engineer.

In these Specifications or in other contract documents where these Specifications govern, the term Engineer shall mean the City of Lindsay Engineer.

The work shall be done under the direction of the Engineer, and the materials used shall comply with these Specifications and to be to the satisfaction of the Engineer. The Engineer shall have authority to stop the work, reject any work or materials which do not conform to the contract documents, direct the application of forces to such portion of the work as in his judgment is required, order the force increased or diminished, direct the sequence of the work and decide questions which arise in the execution of the work. All work under this contract shall be done under the direction and to the satisfaction of the Engineer.

3-07. Materials Furnished by Agency.

Materials and equipment to be furnished by the Agency will be supplied in accordance with the applicable portions of the Technical Provisions.

3-08. Access to Work.

The City, its inspectors, agents and other employees, shall at all times and for any purpose have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Furthermore, the City, its inspectors and agents shall, at all times, have immediate access to all places of manufacture where machinery or materials are being manufactured, produced or fabricated for use under these Specifications, and shall have sole discretion for determining whether such machinery or materials are being made strictly in accordance with the Specifications. The Contractor shall, whenever so requested, give the Engineer access to the proper invoices, bills of lading, etc., and shall provide scales and assistance for weighing, or assistance for measuring any of the materials.

3-09. Shutdown.

Shutdown periods for existing facilities shall not be necessary for this project.

3-10. Land Survey Monuments. (NA)

Land Survey monuments and property marks shall not be moved or otherwise disturbed by the Contractor until an authorized agent of the agency having jurisdiction over the land monuments or property, marks the setting, witnesses or otherwise references their location, and only then as directed by the Engineer.

3-11. Disposal Area.

The Contractor shall use the nearest approved solid waste disposal facility for the disposal of surplus construction material from the work. It is required that any asphalt or concrete excavated from this project shall be taken to an approved recycling center.

3-12. Compaction Tests. ~~(NA)~~

All compaction tests required in accordance with these Specifications will be paid by the City. The cost of repeated compaction tests due to failure of the original test will be charged to the Contractor, at the rate of \$50.00 per retest.

3-13. Permits, City Licenses.

The Contractor shall be required to obtain an encroachment permit as follows:

a. Encroachment Permit, General. The Contractor shall obtain an encroachment permit from the City of Lindsay Department of City Services, 150 North Mirage, Lindsay, California, before performing any work in public right-of-way areas. Permit fees shall be the responsibility of the Contractor.

b. Application. Requirements for application of an encroachment permit include:

1. Commercial General Liability and Automobile Liability insurance documentation as required under the General Conditions.
2. A surety bond in a form acceptable to City of Lindsay for an amount not less than that specified by the City.
3. A completed application for encroachment permit signed by the Contractor.
4. Two (2) sets of Plans and Specifications (provided by the City).

c. Processing. The Contractor shall provide for the requirements listed in 1. and 2. and shall furnish to the City necessary forms filled with the information pertaining to the Contractor for the requirements listed in 3. The Contractor will furnish the Plans and Specifications to the City of Lindsay Permit Office and will fill in the information pertaining to the City and the project on the forms furnished by the Contractor. Such forms, when filled in by the Agency, will be returned to the Contractor for further processing by the Contractor.

d. Requirements. The encroachment permit issued by City of Lindsay will contain conditions and requirements. The Contractor shall observe such conditions and requirements. These include:

1. Traffic control, signs, and safety procedures shall follow the provisions of the Traffic Control Manual of the State of California, Business and Transportation Agency, Department of Transportation;
2. Trenches shall be backfilled after the end of work each day;
3. During the performance of work there shall be at least one lane open to traffic and after the end of work each day there shall be at least two lanes open to traffic ; and
4. City Inspector shall be allowed access to the work and shall be allowed to perform such tests as the City Inspectors deem necessary to assure that the work is being performed in conformance with city requirements.

e. City Business License, General. The Contractor shall obtain a City of Lindsay business license from the City of Lindsay Finance Department, 251 East Honolulu, Lindsay, California, before performing any work. License fees shall be the responsibility of the Contractor. This shall pertain to all subcontractors on this project also.

3-14. Contracts with Subcontractors.

Contracts with subcontractors must contain excerpts from “Labor Standards - Instructions”.

The Contractor may utilize the services of special subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award work to subcontractor(s), which, in the aggregate, exceeds fifty percent (50%) of the contract price, unless specifically specified in the bid documents.

The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this contract shall create contractual relations between any subcontractor and the City.

3-15. Claims and Disputes Resolution.

a. Time Limits on Claims. Claims by Contractor must be made within 7 days after occurrence of the event giving rise to such claim, except that claims made due to delay or hindrances which Contractor claims was caused by the City shall be made within 10 days after occurrence of the event giving rise to such claim. Claims must be made by written notice. Failure to make such claim in writing in the time set forth herein shall bar Contractor from recourse for such claim. All claims must be filed on or before the payment date of Final Payment.

b. Claims for Additional Costs.

1. If Contractor wishes to make a claim for an increase in the Contract Price, he shall give the Agency written notice thereof within the time set forth in Paragraph a. above. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall, as soon as possible, advise Agency of his intent to do the Work. Approval of additional costs shall occur at the Agency’s sole discretion.

2. Increases in Contract Price due to claims shall be calculated based on the force account method detailed in paragraph 3-05.

3. Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any “Home Office” damages formula, “Total Cost” recovery formula, or any other such formula.

c. Claims for Additional Time.

1. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s claim shall include an estimate probable effect of delay

on progress of the Work. In the case of a continuing delay only one claim is necessary. Approval for a request to extend the Contract Time shall occur at the Agency's sole discretion.

2. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

3. The Agency shall not be liable for any damages on account of any reasonable delay or hindrance of others.

However, Contractor shall be entitled to an extension of time for any delay or hindrance caused by the Agency. Any delay or hindrance by the Agency which is unreasonable and not within the contemplation of the parties may subject the Agency to a claim for damages. Contractor shall make any claims in writing within the time set forth in Paragraph a., above, for any unreasonable delay or hindrance caused by the Agency, and specifying the cause thereof as required in paragraph d., below.

d. Submittal of Claims. Any disputes relating to this contract, or its breach, which is not imposed on by agreement shall be promptly submitted as a claim to and decided by the Agency's representative who shall issue a written decision on the dispute. Claims shall be submitted by the Contractor to the Agency's Representative with adequate supporting data and include a demand for the Agency's Representative's decision. Adequate supporting data shall include, but is not limited to: a statement of the reasons for the asserted entitlement, the certified payroll, invoice for material and equipment rental, and an itemized breakdown of any adjustment sought.

e. Submission Under Penalty of Perjury. The Contractor shall certify, at the time of submission of a claim, as follows: "I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate reflects the adjustments for which the City is liable."

By: _____
(Contractor's signature)

f. Continue Work During Dispute. In the event of any dispute between the Agency and the Contractor, the Contractor will not stop work, but will prosecute the work diligently to completion as directed by the Agency, and the dispute shall be resolved by a court of law after completion of work. However, all disputes must be submitted by Contractor in accordance with the provisions of Section 3-15.

g. Agency's Review of Claim. The Agency's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in paragraph h. below, render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the Agency's Representative shall be final and conclusive except as is otherwise provided herein.

h. Requirement for Filing a Claim. For any claim subject to this Article, the following requirement applies: the claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for a filing of claims.

1. For claims of less than fifty thousand dollars (\$50,000), the Agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claims or relating to defenses or claims the Agency may have against the claimant. If additional information is hereafter required, it shall be

requested and provided pursuant to this subdivision, or, alternatively, upon mutual agreement of the Agency and claimant. The Agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Agency may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, or, alternatively, upon mutual agreement of the Agency and the claimant. The Agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further document, or a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

3. If the claimant disputes the Agency's written response, or the Agency fails to respond within the time prescribed, the claimant may so notify the Agency, in writing, either within 15 days of receipt of the Agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, the Agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Part 3, Chapter 1, Article 1.5, commencing with Section 20104, et seq. of the Public Contract Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

i. Claims Exempt from Review. The procedures and remedies provided in Section 3-15 do not apply to:

1. Any claims by the Agency;
2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising of or resulting from liability for personal injury or death;
3. Any claim or dispute relating to stop payment requests or stop notices;
4. Any claim related to the approval, refusal to approval, refusal to approve, or substitution of subcontractors, regardless to tier, and suppliers.

j. Procedure to Resolve Civil Claims. The Agency and claimant shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.

k. Payment of Undisputed Portion of Claim; Interest on Arbitration Award or Judgment:

1. Agency shall pay claimant such portion of a claim which is undisputed except as otherwise provided in the contract.
2. In any suit filed under Section 20104.4, of the Public Contract Code, the Agency, if applicable, shall be liable for interest at 7% per annum. The interest shall begin to accrue on the date the judgment is filed in a court of law.

1. Suit in Tulare County Only. Any litigation arising out to this Contract shall be brought in Tulare County and Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

3-16. Protection of Existing Facilities.

The Contractor shall be responsible for any loss or damage that may occur to any of the existing facilities or to any new materials or equipment stored at the site of the work, during the life of the contract.

3-17. Protection of Persons and Property.

The Contractor shall adopt every practical means and comply with all laws, ordinances, and regulations in order to minimize interferences to traffic, and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.

The Contractor shall not trespass upon private property and shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from his operations in completing this work. He shall comply with the laws and regulations of the Agency, County and State, relating to the safety of persons and property, and will be held responsible and required to make good any injury or damage to persons or property caused by carelessness or neglect on the part of the Contractor or subcontractors, or any agent or employee of either during the progress of the work and until its final acceptance.

The Contractor shall protect against injury to any pipes, conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences, or other structures or property, public and/or private, encountered in this work except as stipulated elsewhere herein. The Contractor shall be responsible and liable for any injury to such pipe, structures, and property.

3-18. Cultural Resources.

In accordance with the Nation Historic Preservation Act of 1966, (16 U.S.C. 470) and PRM 75-27, the following procedures are implemented to insure historic preservation and fair compensation to the Contractor for delays attendant to cultural resources investigations.

In the event potential Historical, Architectural, Archaeological, or Cultural Resources (hereinafter collectively "cultural resources") are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:

1. The Engineer shall issue a "Stop Work Order" directing the Contractor to cease all construction operations at the location of such potential cultural resources find.
2. Such "Stop Work Order" shall be effective until such time as a qualified archaeologist can be called to assess the value of these potential cultural resources and make recommendations to the Engineer. Any "Stop Work Order" shall contain the following:
 - a. A clear description of the work to be suspended;
 - b. Any instructions regarding issuance of further orders by the Contractor for material services;
 - c. Guidance as to action to be taken on subcontractors;
 - d. Any suggestions to the Contractor as to minimization of his costs;
 - e. Estimated duration of the temporary suspension.

If the archaeologist determines that the potential find is a bonafide cultural resource, the Engineer shall extend the duration of the "Stop Work Order" in writing, and the Contractor shall suspend work at the location of the find.

Equitable adjustment of the construction contract shall be made in the following manner:

1. Time Extension. If the work temporarily suspended is on the "critical path", the total number of days for which the suspension is in effect shall be added to the number of allowable contract days.

3-19. Taxes.

All bid prices shall include an allowance for all applicable taxes.

3-20. Examination of Specifications and Site of Work. The Bidder is required to examine the site of work, the proposal, the Plans and Specifications very carefully. He shall satisfy himself as to the character and quantities of the work to be performed, the materials to be furnished and the requirements of the contract documents. It is not to be inferred that all of the conditions as shown on the Plans are actually existent, nor shall the Agency or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between conditions shown on the Plans and actual conditions revealed during examination or progress of the work. The submission of a proposal shall be prima facie evidence that the Bidder has made such an examination.

3-21. State Nondiscrimination Clause.

a. During the performance of this contract, Contractor and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 728.5.0, et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. This Contract shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

3-22. Critical Path and Traffic Control.

The selected Contractor shall develop a critical path schedule and traffic control plan for this project. Said schedules and plans shall be submitted to the Engineer for approval prior to beginning any work. The critical path schedule shall detail the individual phases and shall be date specific (start and finish dates). The traffic control plan shall be developed in accordance with "State of California Manual of Traffic Controls", latest approved edition. Said plan shall be prepared in plan view showing location and type of traffic control signs used. Local traffic shall be permitted within all work zones during the course of this project. The required critical path and traffic control plan shall provide minimum disruption of local residents. The work plan shall provide access to properties by an acceptable means at the end of each work day.

Specifications for:

Olive Bowl Park Improvements

June 2024



**109 W. Union Ave.
Fullerton, CA 92832
(714) 871-3638**

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SECTION 01010 - SUMMARY OF WORK

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Work covered by Contract Documents:

The work covers park improvements to Olive Bowl Park, Lindsay, California. Work includes clearing, grading, paving, site utilities, electrical service, security and sports lighting, ball fields, chain link backstop, basketball court, play areas, exercise stations, site furnishings, welcome sign, concrete headers, walks, slabs and curbs, asphalt base and paving, masonry block walls, ornamental fencing, restroom/concession buildings, shade shelters, water quality detention, decomposed granite paving, landscape planting, automatic irrigation system, 30 day plant establishment period and 60 day project maintenance. The project will include additive alternates, some of which are listed above. The work to be performed shall include, but not be limited to, the items described. All work shall include the furnishing of labor, services, tools, equipment, materials, appurtenances and incidentals necessary to install and complete the work contemplated per the plans and specifications.

B. Related Work Specified Elsewhere:

Construction Schedule: Section 01310
Schedule of Values: Section 01370
Temporary Facilities and Controls: Section 01500
Products and Materials: Section 10600
Landscape Planting: Section 02900

C. Contractor's Duties:

Arrange and pay for all off-site inspections of the work required by ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Comply with codes, ordinances, rules, regulations orders, and other legal requirements of public authorities which bear on performance of work.

D. Contracts:

Construct entire work under single lump sum price contract.

E. Allotted Working Space:

A reasonable space will be assigned. All materials and equipment shall be kept within this space with no liability to the Agency.

F. Acceptance of Site:

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

G. Survey and Layout:

Contractor shall verify all dimensions on the drawings and shall report to the Agency Representative any discrepancies before proceeding with related work. The contractor shall perform all survey and layout work.

H. Maintenance of Existing Plantings:

The Contractor shall protect and maintain all existing trees and plantings to remain from the first day of work under this contract to acceptance.

I. Not in Contract:

Items shown on the contract drawings, but marked N.I.C., are not included in this contract.

J. Limits of Work:

Limits of work shall be the legal property boundaries unless modified by Contract limit lines indicated on the plans or as noted otherwise.

End of Section

SECTION 01030 ALTERNATES

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

The contractor shall review and become familiar with pertinent specifications affected by listed Alternates.

This section describes the changes to be made under each Alternate.

Additional specification sections contain the pertinent requirements for materials and methods affecting the described Alternates.

Coordinate pertinent related work and modify surrounding work as required to complete the project under each Alternate designated in the Agreement.

A. Description of Additive Alternates:

ADDITIVE ALTERNATE A, PHASE 3, NORTH PARK IMPROVEMENTS. Provide and Include prices all improvements shown on the plan and details for the North End Park Improvements indicated as Phase 3, within the limits of work for the specified Phase 3 area, including but not limited to the Restroom Building, Playground, All electrical work including lighting, all utilities, picnic areas, grading and drainage, site furnishings, pavement, planting and irrigation. The price shall be inclusive of all labor, material, service, and equipment necessary for completion of items located with this area per details and specifications. The addition shall be all inclusive and include all work involved, complete in place as indicated and as specified in these technical specifications, and as directed by the Architect and City. All items, including the irrigation system, in this area shall remain as protect in place unless and shall not be demolished if this alternate is not selected.

ADDITIVE ALTERNATE B, PHASE 2, PARKING LOT IMPROVEMENTS. Provide and Include prices on all improvements shown on the plan and details for the parking lot area indicated as Phase 2, within the limits of work specified for the Phase 2 area, including but not limited to all paving, all electrical work including lighting, signage and striping, grading and drainage, site furnishings, planting and irrigation. The Contractor shall include all labor, material, service, and equipment necessary for completion of items located in this area per details and specifications. The prices shall be all inclusive and include all work involved, complete in place as indicated and as specified in these technical specifications, and as directed by the Architect and City. If this deduct is selected, the contractor shall include demolition of the existing pavement and provide a graded pad with 4" of crushed aggregate and drive apron for this area.

ADDITIVE ALTERNATE NO. 1. Field #2 – Musco LED Lights, Poles and Branch Circuit Wires. The Contractor shall include Field #2 (200', 200', 200') Musco LED lights, poles and branch circuit wires. The price shall include all labor and materials, and all items noted in the plans and specifications and shall include the complete installation for doing all work involved, complete in place as shown on the plans, as specified in these technical specifications, and as directed by the Architect and City.

ADDITIVE ALTERNATE NO. 2. Field #3 – Musco LED Lights, Poles and Branch Circuit Wires. The Contractor shall include Field #3 (200’, 200’, 200’) Musco LED lights, poles and branch circuit wires. The price shall include all labor and materials and all items noted in the plans and specifications and shall exclude the complete installation for doing all work involved, complete in place as shown on the plans, as specified in these technical specifications, and as directed by the Architect and City.

ADDITIVE ALTERNATE NO. 3. 20’ High Safety Netting at Fields #2 and #3. The Contractor shall include the 20’ high safety netting at fields #2 and #3. The price shall include all labor and materials for the safety netting per details and specifications. The credit shall be all inclusive and include all work involved, complete in place as indicated and as specified in these technical specifications, and as directed by the Architect and City.

ADDITIVE ALTERNATE NO. 4. 10x30’ Cantilever Shade Structure over Bleachers at Fields #1. The Contractor shall include two (2) cantilevered shade structures over the Field #1 bleachers by USA Shade per the landscape plans. The price shall include all labor and materials for the shade structures per details and specifications. The price shall be all inclusive and include all work involved, complete in place as indicated and as specified in these technical specifications, and as directed by the Architect and City.

ADDITIVE ALTERNATE NO. 5. 10x22’ Cantilever Shade Structure over Bleachers at Fields #2 & #3. The Contractor shall include four (4) cantilevered shade structures over Fields #2 & #3 bleachers by USA Shade per the landscape plans. The price shall include all labor and materials for the shade structures per details and specifications. The price shall be all inclusive and include all work involved, complete in place as indicated and as specified in these technical specifications, and as directed by the Architect and City.

ADDITIVE ALTERNATE NO. 6. Play Area #3 (South of Ballfield #2), Play equipment, Surfacing and Concrete Curb. Contractor shall include the play area and surfacing, including concrete curb and shall include installation of sod turf and irrigation. New lighting to remain. Sod turf and irrigation shall include, in lieu of, all labor and materials for turf sod and a rotor irrigation system per details and specifications of adjacent similar areas and shall include the credit for the complete purchase and installation of the playground equipment and rubberized surfacing and concrete curbs. The price shall be all inclusive and include all work involved, complete in place as indicated and as specified in these technical specifications, and as directed by the Architect and City.

ADDITIVE ALTERNATE NO. 7. Fitness Equipment, Surfacing, and Concrete Curb. The contractor shall include the Fitness Equipment and surfacing, including concrete curb. The price shall be all inclusive and include all work involved, complete in place as indicated and as specified in these technical specifications, and as directed by the Architect and City.

End of Section

SECTION 01045 - CUTTING AND PATCHING

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Related Work Specified Elsewhere:

Summary of Work: Section 01010
Earthwork and Grading: Section 02200
Site Drainage: Section 02720
Site Utilities: Section 02600
Asphalt Concrete Paving: Section 02510
Concrete: Division 3

B. Description:

Execute cutting (including excavating), fitting or patching of work required to:

- Make several parts fit properly;
- Uncover work to provide for ill-timed work;
- Remove and replace defective work;
- Remove and replace work not conforming to the Contract Documents;
- Remove samples of installed work as required for testing;
- Install specified work in existing construction;
- Properly join work by others.

In addition to contract requirements, upon written instructions of the Agency Representative:

- Uncover work to provide for Agency Representative's observation of covered work;
- Remove samples of installed materials for testing;
- Remove work to provide for alteration of existing work.

Do not endanger any work by cutting or altering work or any part of it.

C. Submittals:

Prior to cutting which affects structural safety of work or work of another Contractor, submit written notice to the Agency Representative requesting consent to proceed with cutting, including:

- Identification of the work;
- Description of affected work;
- Necessity for cutting;
- Effect on other work, on structural integrity of the project;
- Description of proposed work.

Designate:

Scope of cutting and patching;
Contractor and trades to execute work;
Products proposed to be used;
Extent of refinishing;
Alternatives to cutting and patching;
Designation of party responsible for cost of cutting and patching.

Prior to cutting and patching done on instruction of Agency Representative, submit cost estimate.

Should conditions of work or schedule indicate change of materials or methods, submit written recommendations to Agency Representative, including:

Conditions indicating change;
Recommendations for alternative materials or methods;
Submittals as required for substitutions.

Submit written notice to Agency Representative, designating time work will be uncovered, to provide for observation.

D. Payment for Costs:

Costs caused by ill-timed or defective work, or work not conforming to Contract Documents, including costs for additional services of the Landscape Architect shall be borne by Contractor.

Work done on instructions of the Agency Representative, other than defective or non-conforming work shall be borne by Agency.

II. PRODUCTS

Materials for replacement of work removed shall comply with specifications for type of work to be done.

III. EXECUTION

A. Inspection:

Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching or excavating and back-filling.

After uncovering work, inspect conditions affecting installation of new products.

B. Preparation:

Before cutting provide shoring, and support as required to maintain structural integrity of project; provide protection for other portions of project; and provide protection from the elements.

C. Performance:

Execute fitting and adjustment of products to provide finished installation complying with specified tolerances and finishes.

Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.

Execute excavating and backfilling as specified in Section 02200 - Earthwork and Grading.

Restore work which has been cut or removed; install new products to provide completed work conforming to Contract Documents.

Refinish entire surfaces as necessary to provide an even finish:

Continuous surfaces - to nearest intersections.

Assembly - entire refinishing.

End of Section

SECTION 01150 - BID FORM, MEASUREMENT AND PAYMENT

I. GENERAL

A. Bid:

The Bid contains items for the renovations at Olive Bowl Park.

B. Schedule of Values:

Submit to the Engineer within 10 days after the execution of the Contract a breakdown of each bid item in a form which will assist the Engineer in preparing the estimates for progress payments. This is for all Lump sum items identified in Section One C-Bid Proposal on the Bid Schedule for all phases and additional additive alternates.

C. Work Listed in the Schedule of Work Items:

The lump sum price of the contract includes full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the Work in the Contract Document, and no additional compensation will be allowed. The work involved includes but is not limited to:

1. **Mobilization, Demobilization and Cleanup:**
Work under this item shall include preparatory and cleanup operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to and from the Project site, securing temporary construction yard and/or fencing, and maintaining the Project site in a safe and orderly manner during construction. This item also includes costs incurred for securing bonds, insurance and financing prior to beginning work as on the drawings and per Phase as identified in the plans.
2. **Demolition, Site Clear and Grub:**
Removal of green waste, sidewalks, electrical, fencing, existing ballfields and structures, etc and other items indicated on the drawings and per Phase as identified in the plans.
3. **Earthwork & Site Grading:**
Work under this section shall include, but is not limited to, furnishing all materials, tools and equipment in performing all work required, grading operations, earthwork (import and/or export), compacting, soil preparation for planting, erosion control and SWPPP Preparation and Implementation, backfilling, testing, etc., necessary to complete the project per the drawings and per Phase as identified in the plans.
4. **Drainage:**
Work under this section shall include, but not limited to, trenching, furnishing and installing drain lines, connecting, backfilling, compacting, etc., for a complete drainage system per the drawings and per Phase as identified in the plans.

5. **Basketball Court Concrete Work:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, soil base preparation, installing rebar, concrete forms, footings, concrete flatwork, poured in place, testing, clean up per the drawings and per Phase as identified in the plans.
6. **Masonry:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, soil base preparation, installing rebar, footings, masonry, installing guardrails, clean up per the drawings and per Phase as identified in the plans.
7. **Signage:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, fabrication of a construction sign, monument sign, and olive bowl historic sign installation per the drawings and per Phase as identified in the plans.
8. **Site Electrical:**
Work under this section shall include, but not limited to, trenching, backfilling, compacting, furnishing all materials, tools and equipment in performing all work required and installing panels, conduits, connectors, LED lights, flagpole lights outlets, receptacles, booster pump, irrigation controllers, switchboards, Southern California Edison Undergrounding conduits and manholes, etc. per the drawings and per Phase as identified in the plans.
9. **Landscape and Irrigation System:**
Work under this section shall include, but not limited to, trenching, backfilling, compacting, furnishing all materials, tools and equipment in performing all work required to install a new irrigation system, keep irrigation system beyond the work area in operation throughout the construction period, finish grade work area, soil preparation and install new turf in each phase and in disturbed areas per the drawings and per Phase as identified in the plans. The price shall also include Maintenance and Plant establishment period of 90 working days after the project has been accepted as complete.
10. **Site Concrete Paving:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, soil base preparation, installing rebar, concrete forms, footings, concrete flatwork, poured in place, testing, clean up per the drawings and per Phase as identified in the plans.
11. **Decomposed Granite and Ballfield Mix Paving:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, soil base preparation, forms, Decomposed granite paving and stabilizer, Ballfield infield mix, testing, clean up per the drawings and per Phase as identified in the plans.

12. **Parking lot paving and amenities:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, soil base preparation, forms, Asphalt paving, testing, striping, curbs and gutters, wheel stops, parking signage, striping, clean up per the drawings and per Phase as identified in the plans.
13. **Fencing and backstops:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, chain link fencing, posts, footings, backstops, clean up per the drawings and per Phase as identified in the plans.
14. **Buildings and shade shelters:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, restroom building, all shade shelters, restroom/concession buildings, pad preparation, footings, testing, inspection, utility connections, clean up per the drawings and per Phase as identified in the plans.
15. **Site Utilities:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, utilities (sewer, water, storm drain), utility connections, trenching, testing, inspection, clean up per the drawings and per Phase as identified in the plans.
16. **Safety netting:**
Work under this section shall include, but not limited to, furnishing all materials, tools and equipment in performing all work required, safety netting, posts, footings, clean up per the drawings and per Phase as identified in the plans.

D. Work Not Listed in the Schedule of Work Items:

1. The Bid for the Work is intended to establish a total cost for the Work in its entirety. Should the Contractor feel that the cost for the Work has not been established by specific items in the bid, include the cost for that Work in the schedule of value so that the bid reflects the total cost for completing the work in its entirety.

PART 2 - MATERIALS
(Not Used)

PART 3 - EXECUTION
(Not Used)

End of Section

SECTION 01200 - PROJECT MEETINGS

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Related Requirements Specified Elsewhere:

Summary of Work: Section 01010
Construction Schedules: Section 01310
Shop Drawings, Project Data, and Samples: Section 01340
Project Record Documents: Section 01720

B. Pre-Construction Meeting:

Schedule within 10 calendar days after date of award by Agency.

Minimum Attendance:

Prime Contractor
Major Subcontractors
Landscape Architect
Utility Representatives
City Building and Safety Department
City Engineer

C. Progress Meetings:

Schedule regular meetings at work site. Hold called meetings as progress of work dictates.

The Contractor and any or all of its subcontractors shall attend these meetings as directed by the Agency Representative.

End of Section

SECTION 01310 - CONSTRUCTION SCHEDULE

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Related Requirements Specified Elsewhere:

Summary of Work: Section 01010
Products: Individual Sections - Divisions 2-16.
Provide projected construction schedule for entire work. Revise periodically.

B. Form of Schedule:

Horizontal bar chart with separate horizontal bar column for each trade or operation. Identify each column by distinct delineation. Identify the first work day of each week. Allow space for updating. Identify each part separately unless all work is concurrent.

C. Content of Schedule:

Provide complete sequence of construction by activity.

Shop drawings, project data and samples;
Submittal date and date review copies required.

Decision dates;
Product substitutions;
Selection of finishes.

Product procurement and delivery dates;
Dates for beginning and completion of each element of construction, including equipment installation dates;
Testing of equipment on systems.

Show projected percentage of completion for each item of work as of first day of each month.

Provide sub-schedules to define critical portions of entire schedule.

D. Updating:

Show all changes occurring since previous submittal of schedule.

Indicate progress of each activity; show completion dates.

Include major changes in scope, modified activities, revised projections, and other identifiable changes.

Provide description of current and anticipated delay factors and their impact.

E. Submittals:

Submit initial schedule within 10 calendar days after date of Notice to Proceed. Agency Representative will review schedule and return review copy within 10 calendar days after receipt.

If required, resubmit within 7 calendar days after return of review copy.

Submit periodically updated schedules accurately depicting progress to first day of each month.

Submit 4 copies to Agency Representative.

F. Distribution:

Distribute copies of reviewed schedules to job site file, subcontractors, and other concerned parties, with instructions to coordinate.

End of Section

SECTION 01340 - SHOP DRAWINGS, PROJECT DATA AND SAMPLES

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Submit:

Submit to the Agency shop drawings, project data and samples required by specification sections.

B. Related Requirements Specified Elsewhere:

General Conditions
Construction Schedules: Section 01310
Summary of Work: Section 01010
Project Closeout: Section 01700
Products and Materials: Section 01600

C. Construction Schedule:

Designate dates for submission and dates reviewed shop drawings, project data and samples will be needed for each product.

II. SHOP DRAWINGS

Original drawings, prepared by Contractor, subcontractor, supplier or distributor which illustrate some portion of the work, showing fabrication, layout, setting or erection details.

Furnished at Contractor's expense by Contractor.

Prepared by qualified detailer.

Identify details by reference to sheet and detail numbers on Contract Drawings.

Minimum sheet size: 8 2" by 11".

A. Reproduction for Submittals:

Reproducible transparency with three opaque diazo prints.

III. PROJECT DATA

A. Manufacturer's Standard Schematic Drawings:

Modify to delete information which does not apply.

Supplement standard information where applicable to work.

B. Manufacturer's Catalog Sheets, Brochures, Diagrams, Schedules, Performance Charts, Illustrations and other Standard Descriptive Data:

Clearly mark each copy to identify pertinent information.
Show dimensions and clearances required.
Show performance characteristics and capacities.
Show wiring diagrams and controls.

IV. SAMPLES

Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.

A. Office Samples:

Of size and quantity to clearly illustrate:

Functional characteristics of product or material, with integrally related parts and attachment devices.
Full range of color samples.

After review, samples may be used in construction project.

B. Field Samples and Mock-Ups:

Erect at project site at location acceptable to Engineer.
Construct complete, including work of all trades required in finished work.

V. CONTRACTOR'S RESPONSIBILITIES

Review shop drawings, project data and samples prior to submission.
Verify field measurements, field construction criteria, catalog numbers and similar data.
Coordinate each submittal with requirements of work and of Contract Documents.

A. Responsibility for Errors and Omissions in Submittals:

Not relieved by Landscape Architect's review of submittals.

B. Responsibility for Deviations in Submittals from Contract Documents:

Not relieved by Landscape Architect's review unless Landscape Architect gives written acceptance of specific deviations.

Notify Agency in writing at time of submission of deviations in submittals from requirements of Contract Documents.

Begin no work requiring submittals until return of submittals with Landscape Architect's stamp and signature indicating review.

Distribute copies after Landscape Architect's review.

VI. SUBMISSION REQUIREMENTS

Schedule all submittals not later than 30 days after Award of Contract.

The Agency will not be responsible for delays to the Contractor for any submittal not received within the specific time.

Contractor's distribution shall be as required, plus three copies for Agency's retention, or number of samples specified in pertinent section.

Transmittal letter shall be in duplicate, containing date, project title and number, Contractor's name and address, the number of each shop drawing, project data and sample submitted, notification of deviations from Contract Documents, and other pertinent data.

Submittal shall include:

- Date and revision date;
- Project title, number, park name or names.
- Names of : Agency, Contractor, Subcontractor, Supplier, Manufacturer, separate detailer, where pertinent;
- Identification of material;
- Relation to adjacent structure or materials;
- Field dimensions, clearly identified;
- Specification section number;
- Applicable standard, such as ASTM # or Federal Specification;
- Space for Landscape Architect's stamp;
- Identification of deviations from Contract Documents;
- Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with Contract Documents.

VII. RESUBMISSION

A. Shop Drawings:

Revise initial drawings as required and resubmit as specified for initial submittal.

Indicate on drawings any changes which have been made other than those requested by Landscape Architect.

B. Project Data and Samples:

Submit new datum and samples as required for initial submittal.

VIII. DISTRIBUTION AFTER REVIEW

Distribute stamped copies of shop drawings and project data to:

Contractor's file
Job site file
Record Documents file
Subcontractor
Supplier
Fabricator.

A. Samples:

Distribute as directed.

End of Section

SECTION 01370 - SCHEDULE OF VALUES

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Related Requirements Specified Elsewhere:

Project meetings: Section 01200
Construction schedule: Section 01310

B. Submit to Agency:

Schedule of Values, at least twenty 20 calendar days prior to first progress payment estimate.
Upon Agency Representative's request, support values given with substantiating data.
Quantities of designated materials.

C. Schedule of Values:

Used only as a basis for Progress Payment.

II. FORM OF SUBMITTAL

Typewritten on 8 2" x 11" white bond paper.

Use Table of Contents of this Specification for format for listing costs of work for Sections under Divisions 2 through 16.

Identify each line item with number and title.

III. PREPARING SCHEDULE OF VALUES

Itemize separate line item cost for work required by each section of this specification.
Break to indicate total installed cost, with overhead and profit.
Round off figures to nearest dollar.
Make sum of total costs of all items listed in schedule equal to total Contract sum.

IV. REVIEW AND RESUBMITTAL

After review by Agency Representative, revise and resubmit schedule as required. Resubmit revised schedules in same manner.

End of Section

SECTION 01420 - INSPECTION OF WORK

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Inspection:

The Agency will inspect and approve all installations and operations. All submittals to, and communication between, the Agency and the Contractor related to the work of this Contract shall be directed to the Agency Representative.

B. Notice:

The Contractor shall give the Agency Representative or an authorized representative a twenty-four (24) hour notice prior to work inspections required elsewhere in these specifications or by public agencies.

The work shall be ready for inspection at the scheduled times arranged by the Contractor. If, in the Agency Representative's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified, shall reschedule the inspection, and shall provide twenty-four (24) hours notice of the rescheduled inspection.

In order to allow for inspection, and in addition to any inspection required by the City Building and/or Safety Department or any inspection required elsewhere in these specifications, the Contractor shall notify the responsible agency sufficiently in advance of the permanent concealment of any materials or work.

If any work is concealed or performed without the prior notice specified above, then the work shall be subject to such tests or exposure as may be necessary to prove to the Agency Representative or responsible agency that the materials used and the work done are in conformity with the plans and specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at his expense. The Contractor shall replace, at his own expense, any materials or work damaged by exposure or testing.

Any inspection or approval by any representative or agent of the Agency will not relieve the Contractor of the responsibility of incorporating in the work only those materials which conform to the specifications, and any non-conforming materials shall be removed from the project site whenever identified.

C. Final Inspection:

Upon the completion of the work, the Contractor shall notify the Agency Representative seven (7) days in advance of when he desires a final inspection of the work. Engineer will make such inspection as soon thereafter as possible.

D. Defective Work:

No work which is defective in its construction or deficient in any of the requirements of the specifications shall be considered as accepted. The Contractor shall correct any imperfect work whenever discovered, before the final acceptance of the work.

E. Inspection Overtime:

The Contractor shall compensate the Agency, either upon receipt of a bill therefor or by deduction from the final amount due the Contractor, for all hours worked by the Inspector or other authorized Agency employees on Saturdays, Sundays, or legal holidays at one and one-half (1 2) times the employees basic rate of pay, plus current rate for overhead.

End of Section

SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

The Contractor shall be responsible for all specific safety requirements promulgated by any governmental authority, including the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and CAL OSHA.

II. ACCESS AND FACILITIES

A. Access:

Provide and maintain an adequate access to the site of the project. Also provide temporary roads if any are required for prosecution of the work.

B. Temporary Fencing:

Contractor shall erect a temporary chain link fence around the entire perimeter of the construction area for his own security. Location and limits of fencing shall be approved by Agency and Architect at initial site meeting. Fence shall be a minimum 6'-0" in height and shall have appropriate access gates. Fence shall have a good appearance. At completion of project (or sooner), Contractor shall remove fence from property with Agency permission.

C. Storage Sheds:

Provide and maintain on the premises, where directed, watertight storage sheds for all materials which might be damaged by weather, including storage facilities for concrete test samples or other material samples required for the work.

D. Sanitary Facilities:

1. The Contractor shall provide temporary toilet facilities which may consist of portable chemical toilets. Number of toilets shall be based on number of workers - 1 per 15 workers.
2. Toilet facilities shall be kept supplied with toilet paper and be kept in a clean and sanitary condition until completion of the work and then be removed from the work site. Upon removal, that portion of the site shall be properly cleaned and graded.

III. TEMPORARY SIGNBOARDS

A. Identification Sign:

If so required by Agency, provide and maintain an identification sign in a prominent location approved by the Agency Representative, as directed. Signs shall be constructed of 3/4"

exterior marine plywood, 4' x 8', with 1" x 4" D.F. stiffeners around all edges. Sign shall be mounted 3 feet above grade on 4" x 4" posts and adequately braced to withstand wind pressures.

Sign shall be constructed by a professional sign painter.

Sign colors shall be as selected by the Landscape Architect. Paints shall be exterior grade to maintain high quality appearance throughout construction period.

Contractor shall be responsible for layout of sign subject to approval of the Agency Representative. Sign shall contain the following:

(PROJECT NAME, CLIENT)
COUNCIL MEMBERS' NAMES
UNDER CONSTRUCTION.
SCHEDULED OPENING DATE_____

MIG, LANDSCAPE ARCHITECT
_____, GENERAL CONTRACTORS

IV. FIRE PROTECTION

Provide general temporary fire protection for the work under this contract.

V. TRASH REMOVAL AND CLEANING

Provide trash receptacles for collecting debris. Remove debris from job site at regular intervals.

End of Section

SECTION 01600 - PRODUCTS AND MATERIALS

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Work Included:

Transportation and storage.
Products list.
"Or equal" and reference to trade names.
Contractor's options.
Substitutions.

B. Related Requirements Specified Elsewhere:

Schedule of Values: Section 01700.
Shop Drawings, Project Data and Samples: Section 01340.
Testing: Section 01410.
Inspection: Section 01420.

II. HANDLING

A. Transportation and Storage:

Products or materials to be incorporated in the work shall be transported, handled, and stored in such a manner as to assure the preservation of their quality and fitness for the work and to facilitate inspection.

III. PRODUCTS LIST

Within 30 days after date of Contract, submit to Engineer five (5) copies of complete list of all products which are proposed for installation.

Tabulate list by each specification section. For products specified under reference standards, include with listing of each product:

Name and address of manufacturer;
Trade name;
Model or catalog designation;
Manufacturer's data:
 Performance and test data
 Reference standards

IV. "OR EQUAL" AND REFERENCE TO TRADE NAMES

Whenever in the specifications any material or process is indicated or specified by patent or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material or process desired and shall be deemed to be followed by the words "or equivalent". However, if the material, process, or article offered by the Contractor is not, in the opinion of the Engineer, equal to that specified, then the Contractor must furnish the material, process or article specified, or one which in the opinion of the Agency Representative is the equal thereof in all essential characteristics.

If the Agency Representative shall decide to accept for use in the project a material which is not the equal of that specified, authority for the substitution shall be made in the manner described for "Extra Work and Changes", with appropriate monetary allowance for the difference in value.

V. CONTRACTOR'S OPTIONS

For products specified only by reference standards, select any product meeting standards, by any manufacturer.

For products specified by naming several products or manufacturers, select any product and manufacturer named.

For products specified by naming one or more products, but indicating the option of selecting equivalent products by stating "or equal" after specified product, Contractor must submit request, as required for substitution, for any product not specifically named.

VI. SUBSTITUTIONS

A. General:

The Contractor may offer any material or process which he believes to be equal in all essential characteristics to that so indicated or specified; and it shall be incumbent upon the Contractor to furnish sufficient evidence to the Agency Representative to support his claim of equality. Said offer and supporting evidence must be submitted to the Agency Representative within 30 days after the Award of Contract or Contractor will be deemed to have waived his right to offer substitute materials and processes.

B. Submittal:

Submit five (5) copies of request for substitution. Include in request:
Complete data substantiating compliance of proposed substitution with Contract Documents.

For products:

Product identification, including manufacturer's name and address.

Manufacturer's literature:

Product description

Performance and test data

Reference standards

Samples.

Name and address of similar projects on which product was used, and date of installation.

For construction methods:

Detailed description of proposed method.

Drawings illustrating methods.

Itemized comparison of proposed substitution with product or method specified.
Data relating to changes in construction schedule.

Relation to separate contracts.

Accurate cost data on proposed substitution in comparison with product or method specified.

C. Contractor Warrants:

It has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.

It will provide the same guarantee for substitution as for product or method specified.

It will coordinate installation of accepted substitution into work, making such changes as may be required for work to be complete in all respects.

It waives all claims for additional costs related to substitution which consequently becomes apparent.

Cost data is complete and includes all related costs under its contract, but excludes:

Costs under separate contracts.

Landscape Architect's re-design.

D. Limitations:

Substitutions will not be considered if:

They are indicated or implied on shop drawings or project data submittals without formal request submitted within 30 days of award;

Acceptance will require substantial revision of Contract Documents.

Delays in delivery of specified materials will not be considered justification for substitutions.

End of Section

SECTION 01700 - PROJECT CLOSEOUT

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

I. NOTICE

At least seven (7) working days notice shall be required for final inspection; such notices shall be given to the Agency Representative.

II. REMOVAL OF PLANT AND CLEAN-UP

Upon completion of the work, the Contractor shall remove all its plant, tools, materials, and other articles from the property of the Agency. Should it fail to take prompt action to this end, the Agency, at its option and without waiver of such other rights as it may have, may on seven (7) days' notice treat them as abandoned property. The Contractor shall also sweep all floors broom clean, clean all exterior work and windows and remove all rubbish from the property of the Agency.

III. DAMAGE

Damage to existing utilities, trees, pavements or other property caused by the Contractor shall be restored to original condition at the Contractor's expense, prior to final inspection.

IV. GUARANTEES

All guarantees required by the following Divisions of these Specifications shall be presented in writing to the Agency prior to final acceptance of the work and shall be in addition to the requirements set forth in the Special Provisions of these Specifications.

V. RECORD DOCUMENTS

Submit to the Agency prior to final acceptance all record documents required by the other Divisions of these Contract Documents.

End of Section

SECTION 01720 - PROJECT RECORD DOCUMENTS

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Related Requirements Specified Elsewhere:

Project Meetings: Section 01200.
Construction Schedules: Section 01310.
Shop Drawings, Project Data, and Samples: Section 01340.
Products and Materials: Section 01600.
Project Closeout: Section 01700.

II. MAINTENANCE OF DOCUMENTS

Maintain at job site, one copy of:

Contract Drawings;
Specifications;
Addenda;
Reviewed Shop Drawings;
Change Orders;
Other Modifications to Contract;
Field Test Records;
Construction Schedules;
"As-Built" Drawings.

A. Storage:

Maintain documents in clean, dry, legible condition.

B. Use and Availability:

Not for construction purposes.
Available at all times for inspection by Engineer.

III. RECORDING

A. General:

Provide red ballpoint pen for all marking.
Label each document "PROJECT RECORD" in large, printed letters.
Keep record documents current.
Do not permanently conceal any work until required information has been recorded.
These drawings shall be up-to-date and so certified by the Project Inspector at each progress payment request submittal.

B. Marking:

Contract Drawings. Legibly mark to record actual construction:

Depths of various elements of foundation in relation to finish floor elevation;
Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements;
Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure;
Field changes of dimension and detail;
Changes made by Change Order or Field Order;
Details not on original contract drawings.

Specifications and Addenda. Legibly mark up each section to record:

Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed;
Changes made by Change Order or Field Order;
Other matters not originally specified.

Shop Drawings. Maintain as record documents; legibly annotate drawings to record changes made after review.

"As-Built" Drawings. Agency will furnish the Contractor with one set of ozalid transparencies and one set of blue line prints showing all work required for the use of the Contractor as "as-built" drawings. The Contractor shall clearly mark on each set as specified above.

IV. SUBMITTAL

At completion of project, deliver record documents to Engineer. Accompany submittal with transmittal letter, in duplicate, containing:

Date;
Project title and number;
Contractor's name and address;
Title and number of each record document;
Certification that each document as submitted is complete and accurate;
Signature of Contractor or its authorized representative.

NOTE: Prior to final payment, Contractor shall submit all Record Documents for review, correct all deficiencies, obtain required approvals, and deliver all approved Record Documents to the Engineer.

End of Section

SECTION 02100 - SITE PREPARATION

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction, Section 300, latest Edition, apply except as modified herein.

A. Scope:

Protection of all improvements to remain.

Protection of all light poles, fire hydrants, and other utilities to remain.

Protection of trees indicated on drawings to remain.

Clearing and grubbing of the site of work as noted on drawings.

Removal and disposal of all deleterious materials.

Furnishing, developing, applying and providing watering equipment as required for the project.

Demolition and removal from the site of all materials, as shown on the drawings and as required for the new work, including the following:

(1) All structures, appurtenances, ball backstops, footings and improvements. All fencing, as noted, with footings.

(2) All concrete, concrete bumpers and asphalt paving, curbs, and all play equipment with footings, etc., as shown and/or as needed for grading operations and other improvements.

Removal and disposal of any additional items not specifically mentioned herein which may be found within the work limits.

Electrical removals.

Special handling and disposal of any toxic wastes (including asbestos).

B. Related Work Specified Elsewhere:

Earthwork and grading: Section 02200.

Landscape work: Section 02900.

Electrical work: Section 16000.

Irrigation systems: Section 02810.

C. Acceptance of Site:

Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract. All existing conditions are not necessarily shown on the drawings or noted herein and can be determined only by actual examination of the sites and adjoining premises by the Contractor.

D. Responsibility and Coordination:

Contractor shall secure and maintain all required permits and licenses, and pay all fees necessary to legally complete the work of this section.

Contractor shall notify utility companies for all utilities to be cut off, modified or relocated, and shall maintain and protect all active utilities.

E. Protection and Safety:

Conform to all requirements of CAL OSHA "Construction Safety Orders" of the State of California Division of Industrial Safety, and applicable ordinances of the County of **Tulare and City of Lindsay.**

Contractor shall provide signs in necessary places to exclude persons, except those connected with the work, from entering the working area. Contractor is responsible for preventing unauthorized persons from entering work area.

Protect the project site and adjacent properties from dirty water, mud and water accumulated due to Contractor's operations, rainfall runoff or water that enters the project site from any other source.

F. Salvage Materials:

All salvage material remaining on the site after official notification of vacation by the Agency shall be property of the Contractor, except as noted on the plans and herein.

II. EXECUTION

A. General Removal Work:

Demolition and removal work shall be carefully performed to avoid damage to existing facilities as indicated on the plans to remain.

All removal work (except as noted) shall be disposed of off-site, in legal manner, at Contractor's expense.

B. Site Clearance and Disposal:

Clear the site to be improved of grass, weed growth, rubbish, debris, pavement, concrete, inactive or abandoned facilities (verified by the Agency), etc., that are to be removed for construction of improvements to the limits and depths shown on the plans.

Abandoned underground facilities (verified by the Agency), roots three inches in diameter, rocks and broken masonry larger than four inches in any dimension shall be removed to a minimum depth of 12" below finish grade.

Miscellaneous inactive or abandoned underground facilities located 12 inches or more below finish grade may be removed with Agency approval.

Miscellaneous active lines within 12 inches of finish grade that are uncovered during the grading operations shall be protected.

All deleterious materials within the limits of the work shall be disposed of off the site by the Contractor, who shall make all necessary arrangements and pay all related costs.

C. Utilities:

Active utilities shall be protected by and at expense of the Contractor. Keep any required utility in operating condition during entire period of work, including irrigation system for landscape maintenance.

Inactive or abandoned utilities shall be disconnected, removed, and plugged or capped subject to the local governing ordinances.

Should the Contractor encounter any existing underground utilities not shown on the drawings, he shall at once notify the Agency Representative who will determine further procedure.

D. Debris Burning:

Burning of debris will not be permitted except by written permission of the Air Pollution Control Authorities and governing fire authorities.

E. Sawcut Paving:

The Contractor shall carefully saw cut existing concrete or a.c. paving in the location shown on the drawings, and shall carefully remove the designated portion without damage to facilities to remain.

F. Special Handling and Disposal of Any Toxic Wastes:

Existing improvements are to be demolished on the project. It is the responsibility of the Bidders to ascertain for themselves (by thorough site inspection) the presence of any toxic materials (including any products containing asbestos). They shall make proper allowances in their Bid Proposals to cover all contingencies (as required by public agencies) including health hazard in handling and required and proper disposal off site.

G. Turf Eradication:

Existing turf shall be killed with a City approved contact/systemic herbicide (Roundup or equal) applied by a certified applicator. After the treatment has been confirmed effective by the Agency representative, the dead material shall be removed from the site and properly disposed by the Contractor. The subsurface dead material shall be processed with grading and soil preparation operations.

End of Section

SECTION 02200 - EARTHWORK AND SITE GRADING

I. GENERAL

The provisions of Standard Specifications for Public Works Construction, latest Edition, Sections 300 and 301, apply except as modified herein. The "Geotechnical Engineering Report" prepared by **BSK dated October 25, 2021** is bound in these specifications at the end of this section and is hereby made a part of same. All recommendations and requirements shall be carefully followed. (Also called "Soils Report.")

A. Scope of Work:

Geotechnical Engineering Report

Rough grading as shown on the plans, including overexcavation, imported fill, placement and compaction.

Finish grading of the site.

Excavation and backfill for all footings, structures, walls, etc. and compaction.

Stockpiling and placing topsoil.

Soil compaction as required.

Soil testing as required.

Protective measures.

Dust and noise abatement.

Engineered fill under structures.

Obtaining construction water.

Adjustment of Manhole Frame and cover sets to grade.

Blasting.

B. Related Work Specified Elsewhere:

Removal and Demolition Work: Section 02100.

Trenching, excavation and backfill for any Mechanical, Plumbing, Drainage, or Electrical (pertinent utility sections).

Surveying (Special Conditions)

Aggregate Base for A.C. Paving: Section 02510.

Landscape Planting: Section 02900.

Soil Treatment: Section 02280.

Granular Surfacing: Section 02547.

C. Testing:

The Soils Engineer selected by the Agency shall be present at the site during the earthwork activities relating to stripping, excavation, backfill and compaction, and filling of the site. Contractor shall give a minimum of 48 hours notice to Soils Engineer before commencing grading operations.

The Soils Engineer shall submit a compaction report to the Agency certifying the Contractor's compliance with the plans, specifications, soils reports, and grading ordinance in placing all fills and backfills. The Soils Engineer shall conduct all specified tests to insure

compliance. Soils Engineer shall also test, identify and make recommendations on other site and imported fill materials as specified in this section.

Number and location of soils tests to be at the discretion of the Soils Engineer to assure uniformity and compliance with the grading ordinance.

The cost of services of the Soils Engineer, specified field density and maximum density tests, compaction reports and certificates of compliance, shall be borne by the Agency. All costs for retesting made necessary by failure of contractor to meet grading requirements shall be borne by Contractor.

D. Water:

Contractor shall make arrangements with the City to obtain construction water.

II. MATERIALS

A. Aggregate Base:

Crushed aggregate base shall consist entirely of crushed rock and rock dust conforming to the requirements of Section 200-2.2 for 3/4 inch crushed aggregate, of the Standard Specifications. Percentage of wear and grading shall conform to Sections 200-2.2.1 and 200-2.2.2 of the Standard Specifications. Maximum size aggregate shall be 3/4 inch.

III. EXECUTION

A. Topsoil:

The best on-site topsoil throughout the project area shall be removed to a depth of six inches from all construction areas. The stripped material shall be stockpiled in such locations as may be available at or near projected grades and protected from erosion. Topsoil shall be the best on-site soil with all rocks one inch (1") and larger removed.

Topsoil shall be a minimum of six inches (6") depth in all turf areas, unless otherwise specified.

No topsoil placement is required on non-turf slopes or planting areas unless noted otherwise.

Should the Contractor choose to import topsoil from off-site (Class A topsoil), as an alternative to that specified, all import of material and export of excess soil created by importing top soil shall be accomplished at no additional cost to the Agency.

B. Topsoil Placement:

Areas to receive topsoil shall be ripped twelve inches (12") deep and surface rock one inch (1") and larger removed before placing topsoil.

C. Rough Grading:

The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other intended site improvements. Tolerance for rough grading is 1/10th of a foot, plus or minus, at building pads and paved areas. At all other areas, functional use and appearance shall be the governing factors as determined by the Landscape Architect.

D. Unsuitable Materials:

Unsuitable soils, large rocks or boulders, broken concrete/asphalt and other deleterious material may be buried on site if the location, depth and method of burial is approved by the Soils Engineer. Only material that can not be accepted for on-site disposal shall be removed from the site by the Contractor. This removal shall be considered Unclassified Excavation and payment will be processed in accordance with the SSPWC.

E.. Fill:

Fill shall be placed in level layers not to exceed six inches in depth and mechanically compacted using optimum amount of moisture to achieve a 90% minimum degree of compaction.

F. Excavation:

The Contractor shall make all necessary excavation for footings and slabs and do any additional excavation necessary to provide ample room for installation of concrete forms where required.

Footings may be poured in trenches against undisturbed soil where approved by Soils Engineer.

Bottom of excavations shall be level, free from loose material and brought to the indicated or required levels in undisturbed earth. All excavations shall be kept free from standing water. The Contractor shall do all pumping or draining that may be necessary in carrying on the work.

Should excavations for footings, through error, be excavated to a greater depth than indicated or required, such additional depth shall be filled with concrete, as specified for footings, at the Contractor's expense. Excavations that have been dug wider than required, shall be formed to conform with plans and specifications. Filling with concrete can only be accepted with the approval of the Agency Representative.

Any excess soil generated from excavation for footings, AC and base, and concrete flatwork shall be disposed of offsite by the contractor at no additional cost to the Agency.

G.. Finish Grading:

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections - after thorough settlement and compaction of the soil. Finish grades shall meet all existing or established controls of sidewalks, curbs and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls

and from such points to established grades. Tolerance for finish grading is 1/10 foot, plus or minus, adjacent to fixed elevations or gradients. At all other areas, functional use and appearance shall be the governing factor.

H. Backfilling:

After the foundations and walls have been placed, forms removed, and concrete or masonry work approved, the excavation shall be backfilled with earth to the required grade.

Select site material shall be used for backfill and shall be free from large stones and clods. Material shall be approved by the Soils Engineer.

Backfill shall be deposited in layers of 6" thickness.

Layers of backfill shall be moistened with water, the amount to be rigidly controlled to insure optimum moisture conditions for the type of fill material used. Excess water causing saturated earth beneath footings will not be permitted.

Backfill shall be compacted by suitable means to 90% density.

All trenches for other work shall be backfilled in accordance with this section, and may be tested at the discretion of the Soils Engineer.

I. Protective Measures:

All excavations shall be protected and guarded against danger of life, limb and property.

Existing improvements and trees within contract limits or areas of activity shall be properly protected.

J. Dust and Noise Abatement:

During the entire period of construction, site areas shall be kept sprinkled.

IV. QUALITY CONTROL

A. Conflicts:

In the event of conflict between the requirements of this Specification Section, the Standard Specifications, and the Soil and Foundation Investigation Report, the document highest in precedence shall control. The precedence shall be:

1. Geotechnical Engineering Report.
2. Specification Section 02200.
3. Standard Specifications for Public Works Construction (SSPWC).

B. Trenching:

Trenching for site electrical, water service and irrigation mains and laterals shall not commence until rough grading for the entire site has been substantially completed and confirmed with Agency Representative (also see pertinent utility sections).

End of Section

SECTION 02280 - SOIL TREATMENT

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Scope:

All areas to be surfaced with asphaltic concrete, decomposed granite, and brick dust shall be treated.

B. Related Work Specified Elsewhere:

Earthwork - Section 02200.
A.C. Paving - Section 02510.
Decomposed Granite - Section 02547.
Infield Surface - Section 02547.

II. MATERIALS

A. Product and Application Rate:

Oust XP (75% Sulfometuron-Methyl) (50% Active Dichlobenil) or equally effective physiologic-phytopathic equivalent chemical. Oust XP available through Target Specialty Products, phone number 562-802-2238.

Per manufacturers specifications.

III. EXECUTION

A. General:

Notify Agency Representative two days prior to application of chemical.

B. Equipment:

All solution mixed applications shall be applied with a paddle agitator spray rig.

C. Treatment:

Apply after the subgrade has been completed and just prior to placing the aggregate base course. The time lapse between soil treatment and placing of cover shall be the practicable minimum. After the chemical treatment has been made, the area shall be thoroughly sprinkled so as to distribute the chemical through the first two or three inches of the subgrade.

D. Protection:

The Contractor shall provide all necessary protection to prevent injury to animal or adjacent plant life and property occasioned by the application of the soil sterilant. The Contractor will be held responsible for all personal injury or property damage caused by the application of soil sterilants or the storage of the same.

End of Section

SECTION 02449 – LANDSCAPE MAINTENANCE

I. GENERAL

A. Scope of Work:

Notwithstanding the requirements of these specifications, it is the intent of this document to ensure that the landscape, plant life, irrigation system and site be maintained in a healthy vigorous growth and well-groomed state at all times.

Contractor performance shall present a professional image, a high standard of quality and technical competence. The Contractor's prime responsibility will be to integrate innovative and progressive elements of high landscape maintenance standards and the objectives as set forth in the specification. The requirements and specifications of this document do not supersede any other applicable standards for public works contracts. Where there are differences, the more stringent shall apply, and the City shall be notified of any necessary changes to the specific operations and materials.

II. MATERIALS

All materials and subsequent change orders used shall conform to the specifications, or as approved in writing by the City. The original job specifications are available at the City.

III. SUBMITTALS

- A.** As required by Law, the Contractor must submit to the County Agricultural Commissioner's office, a monthly record of all Disease Control, Insecticides, Rodenticides and Herbicides used on the project.
- B.** Soils test shall be performed on an as needed basis. All soil sampling locations shall be approved by the City's Representative, with results submitted to the City. Soils testing shall be done by an approved soils agronomic testing firm at the Contractor's expense.
- C.** Any substituted products or equipment being used which do not conform to the original contract area working drawings, job specification or as specified herein shall be approved by the City in writing prior to use or installation.

IV. GENERAL MAINTENANCE CARE AND PROCEDURES

- A.** All necessary licenses, permits and/or approvals shall be obtained by the contractor from the City.
- B.** The Contractor shall furnish all labor, materials, equipment, tools, office with telephone, equipment storage and service facilities.
- C.** The Contractor shall refer to the Special Conditions contained herein for Weekly Maintenance Review procedures and Yearly Maintenance Scheduled Work Notification requirements.

V. Safety

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public and comply with all safety standards required by CAL-OSHA. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

A. Reporting Safety Hazards, Damage or Malfunction:

It shall be the Contractor's responsibility to inspect daily all contract areas and identify any conditions(s) that renders any areas within this contract unsafe, as well as unsafe practices occurring thereon and report any deficiencies immediately to the City Representative.

1. Notify the City immediately of any unusual and hazardous conditions in the contract area including, but not limited to, restroom plumbing, sewer backups, fallen branches, or any item that creates a hazard or prevents the public's use of the parks/facilities.
2. Notify City within one (1) hour of malfunctioning facilities or conditions that may break, malfunction or interrupt the public's use of the parks/facilities.
3. All playground and sports equipment shall be inspected for vandalism, safety and serviceability daily.
4. Inspect all hardscape playing surface areas for safety hazards, including tripping hazards, holes, or other conditions daily.
5. Contractor shall be responsible to report any unsafe conditions observed for all structures and fixtures, including but not limited to:
 - a. Light standards and fixtures
 - b. Walls, fences, gates
 - c. Trash dumpsters
 - d. Signage
 - e. Graffiti
 - f. Buildings
 - g. Bases
 - h. Backstops
 - i. Foul posts

B. Walks, Stairways, and Hardscape Areas:

Care shall be taken so that maintenance does not inhibit or endanger pedestrians utilizing walks, stairways, and hardscape areas. This work should be scheduled to coincide with mowing or other landscape work in the area. Adequate safety procedures should be followed including signing and roping off areas as necessary. Should work be disrupting to the public or regular traffic flow, it shall be rescheduled to a more convenient time.

C. Work Site:

The Contractor shall maintain all contract areas free of hazards to persons and/or property resulting from their operations.

D. Street Closures, Detours, Barricades:

If work is to be conducted in the public right-of-way, the Contractor shall adhere to all safety rules, using cones, signboards, or other required safety equipment, and obtain all necessary permits and approvals per Work Area Traffic Control Handbook requirements (WATCH book).

If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

E. Safety Equipment:

All required and recommended safety devices for all power equipment shall be maintained at all times. Failure to maintain safety devices will result in the temporary interruption of work as directed by the City.

F. Safety Meeting

A weekly safety meeting shall be conducted by the Contractor for all employees involved in maintenance of City contract areas. Minutes of the weekly meeting shall be published with all attendee signatures thereon. A copy of the minutes shall be submitted to the City each week of the contract period.

VI. PESTICIDE USE AND SAFETY

All materials shall be in strict accordance and applied within the EPA regulations and the California Food and Agricultural Code.

A. General Requirements

The application of pesticides and other chemicals used on the contract areas shall be recorded and submitted monthly to the County Agricultural Commissioner's Office and City. Contractor shall be responsible for accurately maintaining all pesticide application records.

1. There shall be no application of a pesticide without approval by the City.
2. Application of all pesticides shall be only by a properly State Licensed Pest Control Operator.
3. Non-restricted chemicals shall be used whenever possible to perform pesticide control in landscape areas.

4. All restricted pesticides and/or chemicals to be used for pest control shall be approved by the City's Representative prior to use. A written recommendation of the proposed restricted chemicals to be used shall be prepared by a licensed California Pest Control Advisor, and accompanied with a Notice of intent Form to apply restricted/non-restricted materials. A written recommendation shall contain all specified information required for the application of restricted pesticides. The Contractor shall pay for and obtain all recommendations.

B. Application of Pesticides

1. **Timing:** Pesticides shall be applied at times which limit the possibility of contamination from climatic or other factors and the proper life cycle of the pests. Early morning application shall be used when possible to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.

Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied in quantities in which each area is capable of receiving without excessive runoff.

2. **Handling of Pesticides:** Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Food and Agricultural Code or EPA Regulations.
3. **Equipment and Methods:** Spray equipment shall be in good operating condition, quality and designed to efficiently apply materials to the target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents.
4. **Selection of Materials:** Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be to increase pesticide efficiency, thereby reducing the total amount of technical material required to gain control.
5. **Substitutions:** Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City's Representative.
6. **Certification of Materials:** All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection prior to mixing by the City's Representative.

VII. WEED CONTROL

The Contractor shall be responsible for providing a continuous weeding program for all contract areas. Weeding shall be on a weekly basis and shall include “any undesirable or misplaced plant”. In addition, all walls, fences and other structures that do not have cultivated beds adjacent thereto shall be sprayed for week control.

A. Turf:

The use of any chemicals for weed control shall be done by a State Licensed Pest Control Operator who shall follow all guidelines governing his license.

1. A continual chemical program shall be adopted for control of broadleaf and noxious weeds.
2. All chemicals shall be applied in accordance with regulations of State Agricultural Department.
3. Use extreme caution when using selective weed killers not to damage other plants.
4. During the months of March and September a broadleaf grass pre-emergent shall be applied to all turf areas (cool season grasses only).
5. City approval must be obtained prior to spraying any herbicide and all spraying shall be done at a time when there is no wind. At first indication of Crabgrass infestation, spray affected areas with an approved spray. Apply Crabgrass killer only on cool days when lawns are in a moist condition. Removal of all weeds shall be a continuous program. Noxious weeds shall not be permitted to grow within the areas assigned as part of this contract, and shall be completely removed and bare turf areas re-sodded. Crabgrass shall not be allowed to become established in any landscape areas maintained by Contractor. Contractor shall apply a Crabgrass pre-emergence herbicide to all turf areas between January 15th and February 15th.

B. Ground Cover:

Weeds shall be removed completely on a weekly basis, chemically or manually. Weeds may be controlled with pre-emergent herbicides, preferably, but may also be controlled with post-emergent herbicides, and/or by hand pulling.

All ground cover shall be inspected weekly for weed growth. Weeds shall not be allowed to remain growing for longer than one (1) week without complete removal to include roots, rhizomes and stolons. Bermudagrass or other noxious weeds shall not be allowed to become established in any ground cover areas. Cultivating of ground cover areas shall be held to minimum and cultivated only as necessary to remove weeds. Excessive cultivation may result in root damage to ground covers and shrubs.

C. Trees:

All trees in ground cover areas shall have open soil maintained immediately around the base of the trunk. Keep this area free of weeds and avoid frequent soil cultivation which destroys shallow roots. Tree wells shall be free of weeds at all times.

D. Shrubs:

Weeds shall be removed from beds weekly, chemically or manually. Bermudagrass and other noxious weeds shall not be allowed to become established.

E. Walkways, Paved Surfaces and Hardscape Areas:

Contractor shall be responsible for controlling weeds by mechanical or chemical means, growing in cracks, curb and gutter, or expansion joints and areas contiguous to the contract areas as required.

F. Seasonal Color:

Weeds shall be removed from color beds weekly, chemically or manually.

G. Adjacent Perimeter Areas:

Any on-site areas adjoining landscape contract areas that are not improved shall be included in the weeding program so as not to infest contracted landscaping improvements. Such adjoining perimeter areas shall be treated with a systemic post-emergent herbicide as-needed to maintain a continuous three foot (3') width of weed-free clear area four (4) times per year during the months of March, June, September and December. The City shall be responsible for obtaining all required permission, permits and approvals for such treatment on adjacent property owned by others.

VIII. TURF CARE

Lawns shall be maintained to be in the healthiest growing condition possible. Supply the necessary services as follows:

A. Maintenance Schedules:

Scheduling of mowing and turf care maintenance time shall be submitted to the City for approval. Work schedules for mowing, aeration and dethatching operations shall be changed as determined by the City's Representative to accommodate public use by various user groups and recreations activities.

B. Mowing:

Turf in this contract shall be mowed with power propelled mowers equipped to mow all collect clippings in one operation. Rotary movers shall be used to mow tall fescue or other cool-season turf areas. Reel mowers equipped with rollers will be required to mow Bermudagrass areas. The City's Representative may in some instances allow mowing without the attached collection device, providing the machine is equipped with approved safety features.

Labor and materials shall be provided by the Contractor for re-seeding or re-sodding to any failing turf areas as becomes necessary due to contractor neglect.

Care shall be exercised during the mowing operation to prevent damage to trees and other physical obstacles located within the turf areas. Do not mow wet areas. Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, Contractor will make repairs at his own expense.

All trash, litter and debris shall be removed from the landscape prior to mowing.

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the areas within which the services are performed.

1. **Cool Season Grass:** Turf shall be mowed (maintained) with rotary type mowers at a height of three inches (3") during Spring, Summer and Fall. In the Winter turf areas shall be mowed at a height of two inches (2"). All turf areas shall be cut at a regular weekly intervals. The turf should never be cut more than one-third (1/3) of the top growth or approximately three-quarter inch (3/4") at any one mowing. Avoid Scalping.
2. **Warm Season Grass:** Bermudagrass shall be mowed (maintained) with reel type mowers at a height of three quarter inch (3/4") in Spring and Summer. All turf areas shall be cut at regular weekly intervals. In the Fall and Winter all turf areas will be mowed (maintained) with rotary type mowers at a height of two inches (2"). In the Spring the reel type mowers will again be used for maintenance.
3. **Parks and Ball Fields:** Mow turf areas 52 weeks per year on a regular schedule to be approved by the City. The schedule shall provide that all turf areas will be mowed once per week. Mowing of turf at each park facility, shall be completed in one operation. Care should be given to mow without compactions of turf.
4. **Additional Mows:** On occasion, special circumstances may exist which dictate that the frequency of mowing required in certain areas is greater than that specified in these documents. On these occasions, the City may require the Contractor to perform an additional mow.
 - a. Contractor shall be notified in writing by the City's Representative seven (7) days prior to the required date the additional mow is to be performed. Notification shall include:
 - Date additional mow is required.
 - Number of acres to be mowed.
 - Location of area to be mowed.
 - b. Contractor shall include all costs for furnishing all labor, equipment, transportation an overhead costs for performing the additional mow.
 - c. At the end of each month, Contractor shall submit an invoice which shall summarize all additional mows completed during that month.

C. Edging and Trimming:

Turf edges adjacent to walks, curbs, paving mow strips, walls, fences, poles, valve boxes, buildings, shrub areas and other physical obstructions shall be trimmed weekly in the Spring, Summer and Fall seasons and as needed for a neat appearance during the Winter months.

1. Grass shall be neatly trimmed away from sprinkler heads to ensure proper coverage and operation. Trim turf immediately adjacent to sprinkler heads, as directed by the City's representative and under no circumstances remove an area larger than the head diameter. Trimming around sprinkler heads or cutouts in the turf area with an edger will not be permitted. Weed or turf killer shall not be used.
2. "Weed Eaters" or similar equipment shall not be used around trees or shrubs. All trimming or edging around trees and shrubs shall be accomplished by spraying an eight inch (8") minimum width not to exceed twelve inches (12") maximum width area around the plant with an herbicide per manufacturer's application rate.
3. In lieu of trimming, chemical edging with herbicides may be applied adjacent to fences, buildings and asphalt walkways. Herbicides used along fences and buildings shall not exceed six inches (6") away from the object being sprayed. Only apply herbicides which have been approved by the Department of Agriculture and the City's Representative.

D. Equipment Cleaning:

To help prevent contamination of turf areas, thoroughly "wash off" all equipment that was used at another site prior to mowing or edging any areas on the site.

E. Equipment Condition:

Machinery and equipment used by the Contractor shall be clean and well maintained at all times to ensure proper operation under this Agreement.

All mowing and trimming equipment shall be in proper adjusted and blades shall be maintained in a sharp manner. The reel blade adjustment shall provide a uniform level cut without ridges or depressions. Mowers shall be maintained to provide a smooth even cut without tearing of the leaf blade. Always keep mowers and edgers sharp, so as to cut the tips not tear them off. Torn grass blades which have a brown "haze appearance" are not acceptable. All equipment shall be subject to inspection and approval by the City's Representative.

F. Clipping Disposal:

All grass clippings shall be collected and removed from turf areas at the site(s) and disposed off site in an approved manner prior to the completion of the day's mowing operations or the end of the day, whichever occurs first. Curbs, gutters, sidewalks, etc., shall be cleaned after each edging by blowers, vacuum or other approved methods. Refer to Section XVII "Walks and Hardscape Care", of this specification.

G. Watering Turf:

Water shall be applied as frequently as needed (as weather conditions require) to maintain proper growth and replenish soil moisture below the root zone. All applications of water should be in the evening or early morning hours, so as not to interfere with public use of the contract areas. If an area appears stressed during the day, a light application of water should be applied at that time. It is the Contractor's responsibility to apply the water evenly. In the event of automatic irrigation disruption or operation of manual irrigation systems, the Contractor shall hand water lawn and ground cover areas a minimum of twice per week in the Winter and four(4) times per week in the Summer. Water runoff across pavement surfaces and into gutters shall be avoided. All turf areas requiring irrigation shall be accomplished no later than 6:00 a.m.

H. Fertilization:

Lawns shall be fertilized four (4) times annually. Fertilize one (1) time per year during the month of January using an ammonium nitrate fertilizer, 33-0-0, at the rate of five pounds (5 lbs.) per 1,000 square feet, or approved equivalent program. A "complete fertilizer" with an analysis of 16-6-8, at the rate of six pounds (6 lbs.) per 1,000 square feet shall be used three (3) times per year, during the months of April, July and October, or approved equivalent program.

1. Due to the broad geographical area of the contract, the City may from time to time adjust or change the fertilization specifications contained herein as a result of consultation with the Contractor or recommendations of a soils agronomic report for each site.
2. All fertilization shall be included with the landscape maintenance of each contract area. The Contractor shall supply and transport all required fertilizers as a part of his cost included in the bid to the City.

I. Aeration:

All turf areas shall be aerated by removing half inch (1/2") diameter by three inches (3") deep cores with an aerator machine at not more than six inch (6") spacing. Aerate compacted or stressed areas as required to increase water penetration and reduce runoff. Contractor shall flag all irrigation sprinkler components prior to commencement of work. Cores shall be removed and dumped in an approved manner after completion of aeration. In addition, the tops of all mounds and localized compacted dry spots shall again be aerated between the intervals above as necessary. All damaged areas larger than four inches by four inches (4"x4") shall be seeded on an as needed basis at no additional cost to the City.

1. **Parks:** Aerify park sites turf once (1) per year between the months of February and March.
2. **Ball Fields:** Aerify ball field turf areas three (3) times per year between the months of February and March, June and July, and October and November.

J. Dethatch:

1. All turf areas shall be dethatched once per year between September and October.
2. Dethatching shall be accomplished by use of a “vertical cut type” dethatch machine approved by the City’s Representative.
3. Contractor shall flag all sprinkler components prior to dethatching.
4. All thatch and debris shall be immediately removed upon completion.

K. Winter Overseeding:

1. Upon the completion of dethatching Bermudagrass areas in October, between the 1st and 20th of the month, all warm season turf areas shall be overseeded. Sow annual rye grass at the rate of 12 lbs. per 1,000 square feet or as approved by the City’s Representative.
2. Fertilize Bermudagrass areas to be overseeded. Broadcast 16-6-8 fertilizer at the rate of 6 lbs. per 1,000 square feet or approved equivalent. Apply fertilizers by mechanical rotary or drop type spreader thoroughly and evenly at area to be overseeded.
3. Seed immediately after dethatching operations. Perform reseeding operations when soil is dry and when winds do not exceed 5 miles per hour velocity. Apply seed with a rotary or drop type spreader. Install seed evenly by sowing quantities in two directions, at right angles to each other.
4. Cultivate base and aerate compacted areas thoroughly. Where substantial but thin turf remains rake, aerate if compacted, and cultivate soil.
5. Remove diseased or unsatisfactory turf areas. Remove and do not bury into soil. Remove top soil containing foreign materials, i.e., gas/oil drippings, stones, gravel, debris, etc.
6. Water seeded area daily to maintain adequate soil moisture for proper seed germination.
7. Top dressing, when applicable, shall be applied with materials and methods approved by City’s Representative.

L. Insect, Disease and Pest Control:

The Contractor shall regularly inspect all landscape areas for presence of disease, insect or rodent infestation. The Contractor shall advise the City within four (4) days if disease, insect or rodent infestation is found; a State Licensed Agricultural Pest Control Advisor shall identify the disease, insect or rodent and specify control measures to be taken using legally approved materials and methods, and upon written approval of the City, the Contractor shall implement the approved control measures. The use of an chemicals for insect and disease

control shall be done by a State Licensed Pest Control Operator who shall follow all guidelines governing his license.

1. The Contractor shall provide complete and continuous control of all plant pests or diseases. The Contractor shall select and supply proper materials and personnel to comply with all City, County, State and Federal Regulations or Laws.
2. Contractor will assume responsibility for use of all chemical controls. Pests and diseases to include, but not be limited to all insects, mites, other invertebrates, pathogens, nematodes, and vertebrates. Chemical controls to include necessary use of herbicides and plant growth regulations. Pests may be controlled by mechanical means as well as chemical.
3. Extreme caution shall be used when spraying insecticides and fungicides. Only spray when there is no wind. City approval must be obtained prior to spraying any insecticides or fungicides, 48 hours in advance.
4. Approved control measures shall be continued until the disease, insect or rodent is controlled to the satisfaction of the City. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.

M. Rodent Control:

When rodent infestation becomes evident, the Contractor shall at once proceed to exterminate and destroy the rodents by poisoning, gassing, trapping or other appropriate means.

1. **Poisoning:** To poison rodents, use a grain treated with an anticoagulant substance placed in bait stations. Bait must be checked daily and made available at all times. Six (6) or seven (7) consecutive feedings are usually necessary. All dead rodents shall be properly disposed off-site.
2. **Trapping:** May be done in any season by the use of an approved rodent trap. All dead rodents shall be properly disposed off-site.
3. **Fumigation:** There are several types of toxic gasses available some of which require a special permit from the Orange County Agriculture Commissioner. Fumigation is most effective in the Spring or when soil moisture is high. Fumigation is not effective during periods of hibernation or aestivation since the burrows are plugged with soil.

Rodent control (poisoning or fumigation) as noted above, shall be done per the specifications of a State Licensed Agricultural Pest Control Advisor and shall be done under the direct supervision of a State Licensed Pest Control Operator who shall follow guidelines governing his license.

IX. GROUND COVER CARE

Ground cover beds shall be maintained in an attractive condition at all times. All ground cover shall be inspected weekly and all debris including leaves branches, paper, bottles, etc. shall be removed daily. Supply the necessary services as follows:

A. Edging and Trimming:

“Weed Eaters” shall not be used to edge ground cover unless approved by the City’s Representative. All ground covers shall be pruned, sheared or thinned neatly away from shrubs, trees, walks, curbs, header boards, etc. Ground covers shall not be trimmed vertically unless approved by the City and shall be thinned out, as needed, to avoid matting and to achieve an overall even appearance. Keep ground cover trimmed back from all controller units, valve boxes, quick couplers or other appurtenances. Ground cover shall be trimmed six inches (6”) back from the buildings, walls, fixtures, signs, shrubs, etc.

Remove ground cover from all above ground structures unless the City directs the allowance of ground cover growth over wall tops, curbs, etc. to prevent graffiti or for aesthetic reasons.

Ground covers are to be neatly trimmed away from sprinkler heads to ensure proper coverage and operation. Trim ground covers away from sprinkler heads by tapering away from head. Holes shall not be cut into ground cover areas. As ground covers grow in height, risers may need to be extended to properly clear top of ground covers.

B. Watering:

Be cautious not to over water shrub and ground cove areas. Water enough to ensure moisture penetrations throughout the root zone to a depth of proximately eight inches (8”). Program irrigation systems to maintain a precipitation of one-half inch (1/2”) per week during the growing season. During prolonged rainy periods discontinue irrigation sequences. Ponding of water will not be allowed and should be avoided at all times.

C. Fertilization:

Vigorous growth and good color must be maintained at all times. All ground cover beds shall be fertilized two (2) times per year, or as directed. Fertilize during the months of April and October using a “complete fertilizer” with an analysis of 16-6-8 at the rate of six pounds (6 lbs.) per 1,000 square feet, or approved equivalent program. When soils tests indicate deficiency, the soil laboratory’s recommendations shall be followed. Also refer to the Yearly Landscape Maintenance Schedule.

D. Pest and Rodent Control:

1. Snails and Slugs: Treat for snails and slugs as needed. Treatment shall be as approved by the City and may vary from one project areas to another. In general, broadcast and approved granule, pellet or meal at the recommended rate of three (3) times a year minimum; Spring, late Summer and Winter and/or spray an approved insecticide as needed for complete snail and slug control based upon a program designed by a State Licensed Pest Control Operator.

2. **Rodent and Pest Control:** Refer to Section VIII, “Rodent Control”, of this specification for approved methods of spray control.
3. **Insecticide and Fungus Control:** Refer to Section VIII, “Insect, Disease and Pest Control”, of this specification for approved methods of spray control.

E. Plant Material Replacement:

Following acceptance of contract areas, it shall be the Contractor’s responsibility to maintain all plant material in a satisfactory manner and to replace, at Contractor’s expense, dead or severely damaged plant material with equal size and quality materials at City’s direction. The Contractor, after notification of City’s authorization, shall remove and replace, at no cost to the City, any tree, shrub, turf or ground cover which is damaged or lost due to Contractor or his employees’ negligence through improper use of horticultural practices, pesticides, watering, failure to control rodents and insects or improper use of equipment.

Any ground cover, tree and/or shrub that appears to have more than one/half (1/2) of its foliage in a declining state shall be brought to the City’s attention immediately. Check plant for root over-watering or drainage problems and repair the problem prior to replacement. Replacement plants shall be of a size condition and variety acceptable to the City. The Contractor shall pay for all replacement plants, including materials, transportation and labor unless the City determines that the plant was lost due to an “Acts of God”, damaged by others, or as a result of an event without control or negligence by the Contractor.

X. TREE CARE

All trees shall be checked monthly for any damage, special water needs, etc. and treated as necessary. Undesirable conditions shall be eliminated per accepted landscape maintenance practices. The Contractor shall maintain all trees, whether specifically mentioned or not, in a healthy condition at all times.

The Contractor is responsible for maintenance pruning of trees to a height of fourteen feet (14’) above the ground. All trees will be trimmed at least once a year and palms will be trimmed as needed throughout the year.

A. Pruning:

Pruning shall be performed as an on-going operation by the Contractor, and shall be done under the direction of the City’s Representative. Prune trees to select and develop permanent branches that have a smaller diameter than the trunk or branch to which they are attached. Remove all dead, diseased or damaged growth; eliminate narrow V-shaped branch forks. Reduce topping and wind damage by removing crossover branching and by thinning out crowns. Prune to control growth within the trees’ space limitation, to maintain a natural form and to allow head clearance. Prune two sample trees of each genus and species under the direction of the City’s Representative for approval and control purposes, prior to proceeding with balance of tree pruning work.

1. **Young Tree Pruning:** Lower branches shall remain in a “tipped back” or pinched condition, leaving as much foliage as possible to promote caliper trunk growth.

Stripping of lower branches will not be allowed. Lower branches shall be cut flush with the trunk only when the tree is able to stand without support.

2. **Evergreen Tree Pruning:** Evergreen trees (trees that are not deciduous) can be pruned or thinned at any time when necessary. Prune for appearance and safety and remove dead or broken branches. Prune especially during the months of September and October to prepare the trees for the windy season. For safety reasons remove any part that may become a hazard by falling.
 - a. **Pines:** Pines shall not be pruned except as corrective or preventative maintenance. Removal of lower branches for turf maintenance is allowable, but in no case shall branches be removed to expose more than 2' of the trunk.
 - b. **Eucalyptus Tree Pruning:** Eucalyptus trees shall be trimmed to remove crossing branches and thinned to increase trunk caliper. Trees should be pruned or thinned prior to seasonal heavy winds. Trees shall not be topped.
3. **Deciduous Tree Pruning:** The pruning of deciduous trees shall be done during the dormant season, December, January and February except for blooming trees which will be pruned after blooming. However, if a tree becomes damaged or constitutes a health or safety hazard, it shall be pruned at any time as required. All pruning cuts shall be made flush with the trunk, lateral branches or buds. "Stubbing" of branches will not be allowed.

B. Staking and Guying:

Tree stakes, ties and guys shall be checked at least monthly and adjusted as needed. Tree ties shall be inspected to prevent bark wounds caused by abrasion and ties shall be adjusted to prevent girdling. Before any stakes are removed, remove tree ties and allow the tree to remain without support for a period of time to observe structural stability of the tree. The tree must retain its upright position and this position must be held regardless of moisture content of the soil. Remove tree stakes only when tree has proven to be structurally stable. Any restaking shall be done with originally specified materials. Stakes shall not be placed closer than eight inches (8") from trunk of tree. Guying will, over time, stretch or loosen. Adjust as needed to retain a taut position, until such time when guying is removed. Any tree that is damaged due to improper staking or tying shall be replaced at the Contractor's expense. Replace broken stakes and damaged guys as required. Damaged trees shall be staked within twenty-four (24) hours of identification of damage by Contractor, City or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days. (Labor only, materials will be paid for by the City as "Extra Work" materials.)

C. Tree Guards:

Newly planted trees in turf areas shall be inspected at the base of the trunk for tree guards weekly. Contractor shall report any missing tree guards to the City immediately. Tree guards shall only be removed as directed by the City's Representative.

D. Watering Basins:

Watering basins shall be properly maintained on all trees, shrubs, and vines to ensure adequate water penetration. Failure of the irrigation systems to provide enough deep moisture will not alleviate the Contractor from providing adequate moisture to any material. Rake out water basins only as directed by the City's Representative.

E. Fertilization:

All trees shall be deep-fed or vertical mulched as needed or determined by the City's Representative by means of one inch (1") diameter holes drilled two feet (2') deep at six foot (6') intervals around the drip line and filled with 12-12-6 commercial fertilizer, or approved equivalent program.

F. Pest Control:

All trees should be inspected regularly for disease, fungus or insect infestation and sprayed accordingly as needed. Upon notification by City, Contractor shall provide labor, equipment and materials to spray pesticides in the manner specified by a State Licensed Pest Control Advisor and the City.

G. Clearance and Visibility:

Prune trees to allow necessary clearance for the safety of pedestrian traffic, vehicle circulation and signage, etc. Prune trees along sidewalks to allow ten feet (10') clearance for pedestrians and fourteen feet (14') above curb and gutters for vehicular traffic, and two feet (2') from all walls and structures or as directed by the City's Representative.

H. Plant Replacement:

Refer to Section IX, "Plant Material Replacement", of this Specification.

XI. SHRUB AND VINE CARE

All shrubbery shall be checked weekly for any breakage or damage, special watering needs, etc., and treated as necessary. All undesirable conditions shall be eliminated per accepted landscape maintenance practices. All shrubs shall be maintained in a healthy vigorous condition. Remove all spent flowers, flower spikes, all leaves and debris, soot and accumulated dirt from plant areas.

A. Pruning:

Pruning shall be performed as an on-going operation, and shall be done under the direction of the City's Representative, not allowing plants to develop stray, undesirable growth. Trimming, pruning, thinning and training are functions to be done as needed to maintain a pleasing appearance. Any shrub under stress should be trimmed to reduce evaporation. All pruning shall be done to a naturalistic shape, not hedged into geometric forms. The design intent is to have naturalistic shrub masses not individual shrub forms or standards. Accomplish pruning by selectively removing woody stems from inside shrubs on an as needed basis as directed by the City's Representative. Excessive pruning or stubbing back will not be permitted. Top shrubs only when necessary for appearance and after interior selective branch pruning has been completed or as directed by the City's Representative.

Shrubs shall be pruned and thinned using hand-held shrub pruners. Hedge shears and clippers shall only be used if approved, in writing, by City's Representative.

B. Watering:

Refer to Section IX, "Watering", of this specification for watering in ground cover and shrub areas. Maintain a watering basin around all shrubs and vines on slope areas to insure adequate water penetration. Rake out basins only as directed by the City's Representative.

C. Fertilization:

Shrubs located in ground cover areas will not require additional fertilizing. See Section IX, "Fertilization", for fertilization application in ground cover areas.

D. Pest Control:

Check all plant material in landscaped areas weekly and apply pesticides at the first sign of infestation.

E. Clearance and Visibility:

Where shrubs occur in close proximity to sidewalks, curbs, roadways and parked cars, prune to allow movement without interference from branches and foliage. Prune shrubbery to allow necessary clearance for the safety of pedestrian traffic, vehicle circulation, signage, etc., and a minimum of two feet (2') from walls and structures or as directed by the City's Representative.

F. Plant Replacement:

Refer to Section IX, "Plant Material Replacement", of this specification.

XII. IRRIGATION SYSTEMS CARE

The Contractor will receive all irrigation systems in a sound working order at the beginning of contract. If any system is found to be otherwise at the start of work, the City shall be notified immediately and necessary repairs will be at no cost to the Contractor. At the close of the contract period, all irrigation systems will be checked by the City's Representative, and all irrigation systems shall be returned to the City in a satisfactory condition. Any faulty portion shall be repaired or replaced by the Contractor at not cost to the City.

A. Irrigation Repair and Operation:

1. Irrigation system components damaged as a result of Contractor's neglect shall be repaired or replaced by the Contractor at no cost to the City. Normal wear and tear of systems, vandalism, accidental breakage by others, or so-called "Acts of God", are conditions under which the Contractor is not directly responsible and repairs shall be paid for by the City. The Contractor shall notify the City's Representative the same day of discovery of damage to irrigation system components caused by vandalism, "Acts of God", vehicular damage, theft or mysterious damages that do

not result from the performance of the work by the Contractor. Upon receipt of the City's written authorization, repair of said damage as soon as possible after discovery, billing the City for the cost of such repair on the subsequent monthly billing statement. Failure to report any damages will constitute Contractor making repairs at his own expense. Any replacement of irrigation system component under this sub-paragraph A shall be original equipment types where known. Any substitutions for replacement equipment shall be approved, in writing, from the City's Representative prior to doing work.

2. Irrigation shall be done by the use of automatic sprinkler systems, where available and operable; however, failure of the existing irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas in the work site.
3. Any damages to public or private property resulting from excessive irrigation water or runoff shall be charged against the contract payment unless immediate repairs are made by the Contractor to the satisfaction of the City.
4. The Contractor shall keep controller and valve boxes clear of solids and debris and maintain the irrigation system including the replacement, repair, adjustment, raise or lower, straighten, and any other operation required for the continued proper operation of the system from the water meter throughout the work site. Repair of replacement includes, but is not limited to: sprinkler system laterals (piping), sprinkler mains (pressure lines), sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids, including electrical pull boxes and lids, valve sleeves, quick coupler valves and hose bibs, etc.
5. All irrigation repairs shall be made within 24 hours or prior to the next irrigation cycle. All repairs shall be made in accordance with City of Orange Standard Irrigation Specifications.
6. Contractor shall maintain an adequate stock of medium and high usage items for repair of all irrigation systems.

B. Monitoring Systems:

1. The Contractor shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. Authorization must be obtained from the City before proceeding with work not covered under normal maintenance work and the malfunctioning sprinkler system area shall be irrigated by a portable irrigation method until all authorized repairs have been completed to the City's satisfaction. Each irrigation controller(s) and system shall be checked weekly for proper water scheduling and coverage. The Contractor shall clean and adjust sprinkler heads as needed for proper coverage. Each system shall be manually operated at the irrigation controller and observed on a monthly basis. Make all necessary adjustments to heads which throw onto roadways, walks, windows, park facilities or out of intended area of coverage.

2. The Contractor shall turn off irrigation systems during periods of rainfall and times when suspension of irrigation is desirable to conserve while remaining within guidelines to good horticulturally acceptable maintenance practices.
3. One man shall have responsibility of operating and knowing the irrigation system and his duties shall be to adjust controllers, observe the effectiveness of the irrigation systems and make minor adjustments and repairs to systems.

C. Coverage/Application Rate:

Generally, watering shall be done at night, between the hours of 11:00 p.m. and 6:00 a.m., unless otherwise directed by the City. The Contractor shall operate systems and irrigation heads as seasonal conditions require. During extremely hot weather, over-extended holiday periods and during or following breakdown of systems, the Contractor shall provide adequate personnel and materials as required to adequately water all landscaped areas. When breakdowns or malfunctions exist, the Contractor shall water manually by whatever means necessary to maintain all plant material in a healthy condition. Dry conditions shall not be permitted to develop.

D. Tests:

The Contractor shall test the soil in turf and ground cover areas and around trees and shrubs monthly or as necessary with soil probes to determine that the proper amount of water is being applied at all times. This information shall be used to adjust watering times on the controller and supplemental hand or deep watering as necessary. The Contractor shall make the soil probe available at all monthly walk-through inspections.

E. Systems Maintenance:

Once a year during the month of March, the Contractor shall clean valve boxes, remove intruding soil and replace gravel as originally specified. Once a month, the Contractor shall wipe down the equipment in the controller cabinet to remove all dirt and dust. All covered electrical connections shall be sprayed with compressed air (i.e., inside controller). All exposed electrical connections shall be sprayed with silicone (i.e., terminal strips).

F. Maintenance Work Not Included:

Testing, certification and service of the backflow prevention device(s) shall be done by others. However, it shall be the Maintenance Contractor's responsibility to notify the City should a malfunction occur.

XIII. SURFACE DRAINAGE FACILITIES

- A. All surface drainage devices such as concrete 'V' ditches, bench drains, swales, inlets, and other surface drains shall be inspected monthly or more often as necessary and kept free of all algae, debris, vegetation, soil, etc., which would preclude their proper, intended function.

- B. All landscape drainage devices shall be routinely inspected and flushed of all foreign matter in order to maintain their proper, intended functioning.

XIV. LANDSCAPE LIGHTING FACILITIES

- A. The lamp surfaces of all landscape uplights (adjustable and buried) shall be routinely wiped clean of silt, dust and residue which diminishes their intended illumination. All replacement of lamps or equipment, repairs or adjustments shall be in accordance with City approved plans and specifications.
- B. Once a month during the first week of the month, a night inspection shall be performed on all non-functioning light identified for repair and/or bulb replacement.

XV. GROUNDS MAINTENANCE CARE

A. General Maintenance:

The Contractor shall provide grounds maintenance at each park site daily.

1. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
2. All broken glass and sharp objects shall be removed daily.
3. All animal feces or other materials detrimental to human health shall be removed from the park areas daily.
4. Decomposed granite areas shall be kept level at grade at all times, free of weeds, trash and debris.

B. Barbecue Grills:

All barbecue grills shall be emptied of all ashes twice weekly, every Monday and Friday.

C. Drinking Fountains:

All drinking fountains shall be kept clean and operational at all times.

D. Park Amenities:

Benches, bleachers, picnic tables and play equipment shall be cleaned daily or more often as needed. Picnic areas in parks, including concrete slabs and tables, shall be washed using soapy water on Mondays and Fridays.

E. Trash/Litter Collection and Disposal:

The Contractor shall inspect all parks prior to 11:00 a.m. at least once daily, seven (7) days per week, removing all litter from turf, planters, sandlots, walkways, parking lots, receptacles and dumpster enclosures.

1. Trash, litter, and other debris from the park site as well as trash and litter blown by the wind or deposited by persons passing by or visiting the Contract Areas shall be collected. All paper, trash, cans, bottles, etc., shall not be dumped on-site in trash dumpsters at contract areas, but should be disposed of in a legal manner at the Contractor's expense off site.
2. The Contractor shall respond within an hour during regular working hours to the City's direction regarding litter pick-up. If refuse or litter is not removed during daily site visit, said litter or debris will be considered an emergency and removed immediately upon notification by the City. Failure of said removal may result in deduction of payment for that date or week.
3. Leaves, grass clippings, branches, weeds and any other landscape debris accumulated from the landscape areas shall be disposed of off-site the same day the debris is accumulated.

F. Trash Containers:

Trash containers provided by the City shall be inspected daily and emptied daily or more often as required and washed after emptying (when necessary) to be determined by the City's Representative. Contractor shall provide approved plastic liners (40" x 48" x .74 minimum or approved equivalent) for all trash containers at Contractor's own expense. Trash liners shall be changed daily or more often as required.

G. Tree Wells:

Trash, leaves and debris shall be removed from tree wells weekly.

H. Greenwaste/Land Diversion Program:

The Contractor shall comply with any adopted City programs for waste reduction/recycling effective during the period of the Contract.

XVI. WALKS AND HARDSCAPE CARE

A. General:

During each site visit all concrete and asphalt playing surfaces, driveways, parking lots, sidewalks, and picnic slab areas shall be checked and cleaned. Work shall be scheduled so as to not interfere with normal playing activity.

1. All contract areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times. Leaves, branches and other debris shall be collected and removed from contract areas.
2. All contract areas shall be swept weekly or more often as required to remove all deposits of silt and/or sand and glass.

3. Expansion joints and cracks shall be kept free of weeds at all times.

Vacuums, blowers, sweepers or other approved means may be used to clean hardscape areas. However, debris shall not under any circumstance be blown or otherwise swept onto adjacent streets or property. All debris must be picked up by the Contractor and removed off site.

B. Sweeping, Vacuuming and Blowing Off Walks and Stairways:

All walks and stairways shall be kept clean at all times; they shall be swept, vacuumed, or blown off weekly or more often if necessary. In no case shall blowing be used in place of sweeping or vacuuming trash, leaves or other noticeable debris.

1. All walk and stairways shall be kept free of debris, leaves and other debris from the landscape Areas as well as trash and litter blown by the wind or deposited by persons passing by or visiting the site. Debris shall be collected daily. All paper, trash, etc. should be dumped off site in a legal manner at the Contractor's expense.
2. All walks and stairways shall be kept free of dirt, leaves and other debris from the maintenance operations as well as trash and litter blown by the wind or deposited by persons passing by or visiting the site. Debris shall be collected on a daily basis. All paper, trash, etc., shall be dumped off site in a legal manner by the Contractor.
3. Work shall be coordinated with mowing or other maintenance work on the area. All gutters within the maintenance area shall be kept clean of grass clippings and miscellaneous trash. All grass clippings shall be removed (not scattered) from gutters the same day mowing and edging take place.

C. Dog Droppings:

Shall be removed when found during daily maintenance operations. Walks shall be hosed off after droppings are removed.

D. Hosing Off Walks and Stairways:

In general, all walkways and stairways shall be hosed off as required by the City in place of sweeping or blowing as described above. Care shall be taken so that this does not inhibit or endanger pedestrians utilizing walks and stairways. This work should be scheduled to coincide with mowing or other maintenance work in the area.

E. Sport Courts Cleaning:

Tennis, basketball and racquet/handball courts shall be cleaned weekly, three (3) times per month with the use of a blower or broom, and water washed once (1) a month, between the hours of 7:00 a.m. and 10:00 a.m. Washing of the courts shall include hosing and roll drying of court surfaces. Care will be given to removal of foreign substances during all cleaning, and when water washed, squeegees or rollers will be used in order to remove excess water following cleaning, and guarantee the safety of the court users. Remove all litter and other debris from site. Contractor will inspect surfaces for wear and/or damage, and report same to

the City. Additionally, tennis court screens shall be washed at City direction when necessary.

F. Dugout Cleaning:

All dugout areas shall be swept or blown daily and washed on Mondays and Fridays before 11:00 a.m.

G. Street Clean-Up:

Street sweeping is maintained under a separate contract and is not a part of this maintenance work. The Contractor shall, however, remove and disposed of off site, at an approved dump site, all grass clippings and miscellaneous debris or trash blown into the parking lot and streets by the wind or deposited by persons passing by or visiting the site. Grass clippings shall be cleaned from gutters the same day mowing takes place.

XVII. BALL FIELD CARE

The Contractor shall be responsible for providing all labor and materials necessary for the upkeep of ball fields. Since ball fields are high use facilities, maintenance operations must be performed during short breaks in athletic scheduling to accomplish required turf care. Special provisions of ball field maintenance shall include, but not be limited to, the following:

A. Inspection Checklist:

The following operational checklist shall be implemented as part of a Contractor's performance and reporting requirements. The Contractor shall schedule irrigation and landscape maintenance operations so they will not interfere with ball field use or activities.

1. Daily inspection of all ball fields for hazardous holes or depressions that may cause a player to trip. Those found should be filled as directed below in Item 2. Stones and other debris that may interfere with play or cause injury shall be removed as well.
2. Inspect the ball field or play area for areas where grade changes have occurred indicated by low spots that collect water on which grass fails to grow. All ball fields shall be kept at a level grade to provide a uniform height of turf grass. This is done by topdressing low places with a ball field sand.
 - a. Particle size distribution of sand shall be 60% or more between U.S. standard sieve numbers 30 and 60. Less than 15% can be larger particles. Less than 10% can be silt and clay. An analysis shall accompany delivery.
 - b. The sand with the above specifications is available from: California Silica Products Company, telephone 714-728-0171.
 - c. Depressions over 1" in depth shall be filled with weed free soil to an elevation 1" below existing grade. Finish off this remaining 1" with City specified sand and bring to grade.
 - d. The use of another weed-free topdressing with a wider range of particle sizes maybe substituted only by written acceptance of the City.

3. Weekly inspect all ball fields for proper water drainage away from the playing surface.
4. Weekly inspect all ball fields for soil compaction, full uniform irrigation coverage and thinning of turf areas caused by foot traffic.

B. Annual Maintenance:

At a minimum of once each Spring and Fall, all softball and baseball fields will be scarified within the brick dust or decomposed granite surfaces. Brick dust or decomposed granite will be added as determined by the City's Representative, and then leveled and compacted to an acceptable playing surface. Note: The City will pay for brick dust or decomposed granite. The Contractor shall include filling, spreading, and leveling of material as part of the basic contract.

XVIII. DRESS CODE AND APPEARANCE

The Contractor shall be required to provide company uniforms, with company name, approved by the City for personnel assigned to the contract areas. Sufficient changes shall be provided to present a neat and clean appearance of landscape personnel at all times.

The proper uniform includes:

A. Safety Equipment:

All employees, when operating power equipment, shall have the proper safety devices in place such as face shields, ear protectors, eye goggles, dust masks, etc.

B. Shoes:

Safety leather boots, or shoes, in good condition. No sandals or tennis shoes shall be worn on the job. In the event that tennis shoes or sandals are worn, the City's Representative may suspend work for that day.

C. Company Shirts:

Shall be worn by Contractor's personnel at all times.

XIX. EXTRA WORK

The City may, from time to time, need additional landscape maintenance services which shall only be authorized by the City's Representative as stipulated in the contract and upon execution of the contract documents. Extra work shall be performed by the Contractor or by competitive bid option at the discretion of the City.

- A. In the event the Contractor is required by the City and agrees to perform extra work, the following procedure shall govern such work:

1. When required by the City, an estimate of cost will be submitted to the Department of Community Services for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the Contractor, itemizing all costs for labor, materials and equipment rental. The report shall include hours worked. The following procedure will govern such extra work.
 2. Work will be executed under the direction of the City's Representative on a time and materials basis or an agreed lump sum price depending on the nature of the work.
 3. City will issue a work request for such extra work to be performed.
 4. Extra work will not be initiated without written authorization, except in emergency call-out situations. Contractor agrees that any services performed which are not authorized by the delegated City's Representative, as stipulated in the contract, may result in non-payment by the City.
- B.** Extra work may include, but not be limited to, the following:
1. Replacement of plant materials due to failures beyond the Contractor's control.
 2. Replacement of worn out damaged sprinkler heads, valves, quick couplers, etc.
 3. Additional treatment required for planting or soil as not set forth specifically in this Specification.
 4. Remedial landscaping.
 5. Repairs or replacements due to vandalism or "Acts of God".
- C.** Labor costs shall be based on the proposed wage scale for each type of workman.
- D.** The City's Representative can authorize extra services up to \$1,000 per occurrence.
- E.** The City's Representative is limited to issuance of orders, directions, notices and instructions, pursuant to the scope of landscape maintenance. The City shall not be obligated to pay for extra services which are not supported, in writing, by a Field Change Order Form.
- F.** Contractor shall submit invoices for Extra Work separate from regular monthly maintenance billing and shall detail: 1) site location, 2) services performed, 3) amount, 4) City's Representative which ordered or authorized services.

XX. WEEKLY MAINTENANCE REVIEW

- A.** The City shall inspect the work every week to ensure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, such inspection or failure of City to inspect shall not relieve the Contractor of the duty to provide continuous inspection of the work area.

- B. The Contractor shall meet weekly with the City’s Representative to review the Contractor’s schedules and performance, resolve problems and perform field inspections as required. Should such inspections find deficient performance or service failure, the liquidated damage clauses of this contract will be enacted.
- C. Weekly maintenance site review meetings followed by a satisfactory completion of any or all punch list items generated thereof is a required prerequisite for payment of monthly invoices.

XXI. REPORTS, SCHEDULES AND FORMS

The Contractor, as part of this agreement, will submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. Such reports must be detailed, thorough and may include, but not be limited to, the following:

- A. **Weekly Maintenance Schedule(s):**
 - 1. Contractor shall provide a weekly maintenance schedule(s) to the City. The schedule(s) shall indicate the frequency of time and days of the week services are to be performed.
 - 2. Notification of change in scheduled work must be received by the City at least 48 hours prior to the scheduled time for the work.
 - 3. Contractor shall adjust his work schedule to compensate for all special events, holidays and inclement weather.
- B. Pesticide Use Reports
- C. Hazards Reports
- D. Cost information to perform extra work for upgrading specific areas.
- E. Suggestions for improving problem areas.
- F. All forms and schedule(s) shall be of a format supplied by or approved by the City.

XXII. Unit Price Information

All bidders are required to provide the following unit cost figures. The figures shall be used by the City for adding to or deleting payment deductions due to performance failure from the contracting work. All unit prices shall include labor and material complete installation where required.

- A. **Labor and Equipment Hourly Rates and Unit Costs**
 - 1. Landscape Maintenance Labor \$ _____ per hour
 - 2. Landscape Maintenance Leadworker \$ _____ per hour

- 3. Landscape Maintenance Supervisor \$ _____ per hour
- 4. Irrigation Technician \$ _____ per hour
- 5. Pest Control Applicator \$ _____ per hour
- 6. Tree Trimmer \$ _____ per hour
- 7. Equipment Operator \$ _____ per hour

B. Turf Care

Unit Cost

- 1. Mowing \$ _____/1000 s.f.
\$ _____/Acre
- 2. Edge & Trim \$ _____/1000 l.f.
- 3. Weed Eat Turf \$ _____/1000 l.f.
- 4. Chemical Edge 6” \$ _____/1000 l.f.
- 5. Fertilization \$ _____/1000 s.f.
\$ _____/Acre
- 6. Aerification \$ _____/1000 s.f.
\$ _____/Acre
- 7. Renovation
Dethatch \$ _____/1000 s.f.
\$ _____/Acre
Dethatch/ Overseed \$ _____/1000 s.f.
\$ _____/Acre
- 8. Weed Control \$ _____/1000 s.f.
\$ _____/Acre
\$ _____/Hour

C. Ground Cover Care

Unit Cost

- 1. Edge & Trim \$ _____/1000 s.f.
\$ _____/Acre
- 2. Mow/Cut back \$ _____/1000 s.f.
\$ _____/Acre
- 3. Fertilization \$ _____/1000 s.f.
\$ _____/Acre
- 4. Weed Control \$ _____/1000 s.f.
\$ _____/Acre

\$ _____/Hour

5. Pest Control \$ _____/1000 s.f.
 \$ _____/Acre
 \$ _____/Hour

D. Shrub and Vine Care

- | Pruning | <u>Unit Cost</u> |
|------------------------------|------------------|
| 1. 1-5 feet | \$ _____/Each |
| 6 plus feet | \$ _____/Each |
| 2. Fertilization | |
| a. Dry formulation placement | \$ _____/Each |
| b. Foliar application | \$ _____/Each |
| c. Soil injection | \$ _____/Each |
| 3. Pest Control | \$ _____/Each |
| | \$ _____/Hour |

E. Tree Care

- | Pruning | <u>Unit Cost</u> |
|------------------------------|------------------|
| 1. 1-14 feet | \$ _____/Each |
| 2. Fertilization | |
| a. Dry formulation placement | \$ _____/Each |
| b. Foliar application | \$ _____/Each |
| c. Soil injection | \$ _____/Each |
| d. Vertical mulching | \$ _____/Each |
| 3. Pest Control | \$ _____/Each |
| | \$ _____/Hour |
| 4. Tree Staking | \$ _____/Each |
| Tree Guying | \$ _____/Each |

F. Plant Material and Installation: (Including all Labor and Equipment for Removal, Replacement and Disposal)

- | | <u>Unit Cost</u> |
|--------------------------------|------------------|
| 1. Annual Color (4" Container) | \$ _____/Each |
| 2. Ground Cover | \$ _____/Flat |
| 3. One (1) Gallon Shrub | \$ _____/Each |

- | | | |
|-----|------------------------------|-------------------------------------|
| | Tree | \$ _____/Each |
| 4. | Five (5) Gallon
Shrub | \$ _____/Each |
| | Tree | \$ _____/Each |
| 5. | Fifteen (15) Gallon
Shrub | \$ _____/Each |
| | Tree | \$ _____/Each |
| 6. | 24" Box Tree | \$ _____/Each |
| 7. | 36" Box Tree | \$ _____/Each |
| 8. | Seeded Turf/Top Dress | \$ _____/s.f.
\$ _____/1000 s.f. |
| 9. | Sodded Turf | \$ _____/s.f.
\$ _____/1000 s.f. |
| 10. | Stolonized Turf | \$ _____/s.f.
\$ _____/1000 s.f. |
| 11. | Bark Mulch | \$ _____/s.f.
\$ _____/1000 s.f. |

G. Weed Abatement (Labor, equipment, materials)

Unit Cost

- | | | |
|----|---|-------------------------------------|
| 1. | Tractor Drawn Disc | \$ _____/1000 s.f.
\$ _____/Acre |
| 2. | Hand Work | \$ _____/1000 s.f.
\$ _____/Acre |
| 3. | Flail Mowing | \$ _____/1000 s.f.
\$ _____/Acre |
| 4. | Pre-emergent Herbicide (Broad spectrum) | \$ _____/1000 s.f.
\$ _____/Acre |
| 5. | Post-emergent Herbicide (Systemic) | \$ _____/1000 s.f.
\$ _____/Acre |

H. Irrigation Repairs (Including all labor and equipment for removal and disposal)

Unit Cost

- | | |
|----|-------------------------------------|
| 1. | Remote control valve R & R Rainbird |
|----|-------------------------------------|

EFB-CP-Series

3/4"	\$ _____/Each
1"	\$ _____/Each
1 1/4"	\$ _____/Each
1 1/2"	\$ _____/Each
2"	\$ _____/Each
2 1/2"	\$ _____/Each
3"	\$ _____/Each

2. Repair lateral PVC lines each

Unit Cost

1/2"	\$ _____/LF
3/4"	\$ _____/LF
1"	\$ _____/LF
1 1/4"	\$ _____/LF
1 1/2"	\$ _____/LF
2"	\$ _____/LF
2 1/2"	\$ _____/LF
3"	\$ _____/LF
4"	\$ _____/LF

3. Repair pressure main PVC lines each

Unit Cost

1/2" (Schedule 40)	\$ _____/LF
3/4" (Schedule 40)	\$ _____/LF
1" (Schedule 40)	\$ _____/LF
1 1/4" (Schedule 40)	\$ _____/LF
1 1/2" (Schedule 40)	\$ _____/LF

2" (Class 315)	\$ _____/LF
2 1/2" (Class 315)	\$ _____/LF
1 1/2" (Class 315), ring tite	\$ _____/LF
3" (Class 315)	\$ _____/LF
3" (Class 315), ring tite	\$ _____/LF
4" (Class 315)	\$ _____/LF
4" (Class 315), ring tite	\$ _____/LF
4. Raise valve boxes, fill soil to grade top and seed	\$ _____/Each
5. Replace valve box, standard Square 11" x 17"	\$ _____/Each
6. Replace valve box, round, 9"	\$ _____/Each
7. Replace sprinklers and required PVC parts	\$ _____/Each
Hunter I-25	\$ _____/Each
Hunter I-44	\$ _____/Each
Rainbird 1806 SAM PRS	\$ _____/Each
Rainbird 1812 SAM PRS	\$ _____/Each
Rainbird 41A Rotor	\$ _____/Each
Rainbird 47A Rotor	\$ _____/Each
Thompson 186 Rotor	\$ _____/Each
Thompson 187 Rotor	\$ _____/Each
Toro 570C-6P	\$ _____/Each
Toro 570C-12P	\$ _____/Each
Toro 640 Series	\$ _____/Each

I. Grounds Maintenance (All extra work and payment deductions due to performance failure shall include labor and material.)

	<u>Description</u>	<u>Unit Cost</u>
1.	Trash Pick Up	\$ _____/Hour
2.	Trash Can Liner Replacement	\$ _____/Can
3.	Tot/Sandlots	
	Clean/Rake Sand	\$ _____/1000 s.f.
	Rototill	\$ _____/1000 s.f.
	Add Sand	\$ _____/Cubic Yard
4.	Tennis/Basketball/Sports Courts	
	Sweep/Blow	\$ _____/Court
	Wash/Roll	\$ _____/Court
5.	Horseshoe Pits	
	Clean/Rake	\$ _____/Pit
6.	Picnic Areas	
	Sweep/Blow	\$ _____/Picnic Area
	Wash	\$ _____/Picnic Area
7.	Picnic Tables/Benches/Bleachers	
	Wash/Clean	\$ _____/Each
8.	B.B.Q's	
	Empty/Clean	\$ _____/Each

End of Section

SECTION 02535 - PLAYGROUND SURFACING

I. GENERAL

A. Scope of Work:

Observation of placing, finishing, curing as necessary playground surfacing.
Preparation of subsurface.

B. Related Work Specified Elsewhere:

Earthwork & Grading: Section 02200.
Play Equipment: Section 02860.
Drainage: Section 02720.
Soil Treatment: Section 02280.

II. MATERIALS

A. Full Access Play Area Surfacing:

Product: As shown on drawings or approved equal. Poured in place safety surface for use under playground equipment; "Safeguard surfacing" available through Pacific Design Concepts (714) 846-4885, or approved equal.

Description: A dual durometer poured-in-place system with a wearing layer upper membrane and an underlying impact attenuation cushion layer. The finished surface shall be porous and capable of being installed at varying thickness to comply with Critical Fall Height requirements of playground equipment installed in conjunction with the surface.

Material Composition: The surface shall be manufactured from EPDM and SBR rubber compounds mixed with 100% MDI based Polyurethane Resin. Polyurethane containing any TDI shall not be allowed due to environmental regulations.

Cushion Course: Shall be a mixture of shredded and a 1-4 mm SBR rubber particles of heterogeneous distribution bonded by a polyurethane binder applied to 100% of the granules and installed to a designated thickness as required by the Consumer Product Safety Commission's Guidelines and ASTM 1292 Test Criteria.

Wearing Surface: Shall be a mixture of black EPDM and colored EPDM 1-4 mm granules bonded by a polyurethane binder applied to 100% of the granules and applied to a minimum thickness of 3/8" over the cushion layer. Color choice and blend ratios as indicated in the drawings.

Finish Texture: Shall be pebble grain.

Sub Base: Sub base shall be as indicated in the drawings.

or

Product: As shown on drawings or approved equal. Poured in place safety surface for use under playground equipment; manufactured by Pro-Tect Turf Inc available through T.J. Janca Construction Tel # 714-921-3940, or approved equal.

Description: A two layer system. The first layer is a shock pad consisting of 100% California recycled raw shredded rubber buffings. The buffings are bound by aromatic urethane and troweled into place. Thickness of the shock pad is based on ASTM F1292-99, "Standard Specifications for Impact Attenuation of Surface Systems Under and Around Playground Equipment." The second layer wear course is applied over the shock pad and consists of EPDM colored rubber granules.

Material Composition: The surface shall be manufactured from EPDM and SBR rubber compounds mixed with 100% MDI based Polyurethane Resin. Polyurethane containing any TDI shall not be allowed due to environmental regulations.

Cushion Course: Shall be a mixture of shredded and a 1-4 mm SBR rubber particles of heterogeneous distribution bonded by a polyurethane binder applied to 100% of the granules and installed to a designated thickness as required by the Consumer Product Safety Commission's Guidelines and ASTM 1292 Test Criteria.

Wearing Surface: Shall be a mixture of black EPDM and colored EPDM 1-4 mm granules bonded by a polyurethane binder applied to 100% of the granules and applied to a minimum thickness of 3/8" over the cushion layer. Color choice and blend ratios as indicated in the drawings.

Finish Texture: Shall be pebble grain.

Sub Base: Sub base shall be as indicated in the drawings.

All material shall meet or exceed guidelines set by Consumer Product Safety Commission and National Bureau of Standards including: Class 1 fire rating; ASTM F 355-78 headform drop test; CPSC NBSIR-79-1707; MIL-STD-45662 notice 3; MIL-I-45208A, amend. 1; 100% memory and 130%

B. Weed Control Blanket:

Polypropylene fabric for use in installations over dirt, gravel, sand and other loose particle surfaces.

C. Color:

Surface colors shall be as indicated on the plans or selected from manufacturer's samples. The color indicated or selected shall be a 50% blend of the selected color or colors and 50% black. Submit to Landscape Architect within 20 days of Notice to Proceed.

Materials are to be of surfacing manufacturer's system. Note: All materials are to be of one manufacturer's system.

III. EXECUTION

A. Construction Observation and Certification:

The play surfacing subcontractor shall observe the placing, finishing and curing operations of play area construction. Advise the General Contractor concerning methods and quality of work.

Prior to commencing any of the work of the section, the surfacing Subcontractor shall certify in writing to the General Contractor and to the Agency Representative that the play area is in a condition acceptable for the work of this section.

B. Preparation of Surfaces:

Loose aggregate sub-base shall conform to Section 200-2.2, 200-2.2.1& 200-2.2 for 3/4 inch crushed aggregate, of the Standard Specification for Public Works. Maximum size aggregate shall be 3/4 inch. Aggregate sub-base shall be compacted to 90%.

C. **Surfacing:**

The surfacing manufacturer's written instructions shall be strictly adhered to. The manufacturer's representative shall be present during application of the rubber resilient surfacing.

D. **Finish:**

The top wearing course shall be trowelled to produce an even uniform surface.

IV. QUALITY CONTROL

Prior to the start of any work of this section, the Contractor shall arrange a meeting at the job site with the following representation:

Contractor
Surfacing Subcontractor
Consultant
Agency Representative

End of Section

SECTION 02547 GRANULAR SURFACING

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, apply except as modified herein.

A. Work Included in this Section:

Site layout for ball field
Site preparation for ball field. Refer to plans.
Fine finish grading.
Furnishing and installing decomposed granite.
Furnishing and installing stabilized decomposed granite
Furnishing and installing infield surface.
Furnishing and installing batter's box and pitcher's mound clay.

B. Work not Included:

Site demolition.
Rough and finish grading.
Irrigation.
Fencing.
Concrete.
Play Equipment.

C. Related Work Specified Elsewhere:

Soil Treatment, Section 02280.

D. Approvals:

All rough and finish grading shall be inspected and approved before start of any work of this section.

All sprinkler work affecting the work of this section shall be inspected and approved before installation of topping.

II. MATERIALS

A. Decomposed Granite:

Decomposed granite shall meet the requirements of Standard Specifications for Public Works Construction, Section 400-2.3.1, Disintegrated Granite, except that grading shall be as follows:

<u>Sieve Size</u>	<u>% Passing</u>
3/4"	100
2"	95 - 100
No. 4	50 - 100
No. 30	25 - 55
No. 200	5 - 18

B. Stabilized Decomposed Granite:

Decomposed granite shall meet the following Sieve Analysis (Cal Trans 202) as follows:

<u>Sieve Size</u>	<u>% Passing</u>
2" (12.5 mm)	100
3/8" (9.5 mm)	97
No. 4 (4.75 mm)	78
No. 8 (2.36 mm)	61
No. 16 (1.18 mm)	46
No. 30	33
No. 50	23
No. 100	15
No. 200	9

The R value shall be a minimum of 70.

The dry static coefficient of friction shall be greater than .60.

Stabilizer® organic binder supplied by Stabilizer Solutions, Inc. (800)336-2468, info@stabilizersolutions.com, shall be incorporated with granite fines by the use of a pug mill that includes a weight belt feeder to insure proper ratio of Stabilizer® to granite fines (12 pounds per ton of granite fines). Blending procedures are performed only by a licensed Stabilized Decomposed Granite blender by Stabilizer Solutions, Inc.

For the trail the stabilized granite shall be placed to a minimum depth of 3" compacted.

Decomposed granite shall be 1/4" Gold as supplied by Stabilizer Solutions, Inc.(800)336-2468, info@stabilizersolutions.com. Stabilized Decomposed Granite with Stabilizer can only be sold through a licensed Stabilizer® dealer.

Prior to installation, samples shall be taken from each 300 tons delivered on site and submitted for Stabilizer® Content Test by Turf Diagnostic & Design, 613 E. 1st Linwood, KS 66052.

C. Stabilized Infield Surface:

Stabilized infield mix shall be Stabilizer® Ballyard Infield Mix provided by Stabilizer Solutions, Inc.(800)336-2468, info@stabilizersolutions.com. Provide samples for review and approval.

Prior to installation, samples shall be taken from each 100 tons delivered on site and submitted for Stabilizer® Content Test by Turf Diagnostic & Design, 613 E. 1st Linwood, KS 66052.

E. Batter's Box and Pitcher's Mound Clay;

The batter's box and pitcher's mound clay shall be constructed of "Hilltopper" waterless mound clay from Stabilizer Solutions, Inc.(800)336-2468, info@stabilizersolutions.com. Provide samples for review and approval.

F. Warning Track:

The warning track shall be constructed of stabilized 1/4" Gold Warning Track by Stabilizer Solutions, Inc.(800)336-2468, info@stabilizersolutions.com. Provide samples for review and approval.

G. Submittals:

Contractor to furnish conformance tests and obtain approval of material prior to delivery.

III. EXECUTION

A. Sand:

Distribute sand to limits and to depths shown on plans. Finish depth of sand shall be measured after settlement.

B. Decomposed Granite:

Subcut to 4 inches below finish grade. Maintain uniform subgrade slope to drain. Treat grade area with a non-translocating, pre-emergent herbicide (see Soil Treatment - Section 02280).

Evenly distribute decomposed granite to bring grades to required level after incorporation and compaction.

Grade to uniform slope. Thoroughly moisten without flooding and compact to minimum 90%.

C. Stabilized Decomposed Granite

Base shall be 4" compacted layer of Cal Trans recommended crushed granular road base.

Pre-soak base material with water and compact to 95% prior to installing Stabilized decomposed granite.

Install proper drainage to ensure no standing water on surface or adjacent to stabilized decomposed granite, including downspouts when placed under roof overhang.

Place stabilized decomposed granite on prepared base at a 4" thickness. Level to desired grade and cross section.

Water heavily for full-depth moisture penetration of the stabilized decomposed granite profile. Water activates Stabilizer®. To achieve saturation of 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.

Compact stabilized decomposed granite to 85%-95% relative compaction by equipment such as; a 2 to 4-ton double drum roller. 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.

Allow surface to dry completely before permitting heavy traffic.

D. Infield Surface:

Infield mix shall be delivered and stockpiled in an area free of rock and other contaminants. Subcut infield area to four inches below finish grade. Remove all rock 2" and larger a minimum of 4" below subgrade by dragging the area. Maintain uniform subgrade slope to drain. Thoroughly moisten the soil without flooding and roll with a minimum 1 ton roller. Prior to placement of four inch (4") deep infield mix, the graded area shall be treated with a non-translocating, pre-emergent herbicide (see Soil Treatment - Section 02280).

Evenly distribute sufficient infield mix to bring grades to required level after incorporation and compaction. Lasergrade to uniform .5% slope towards outfield. Water heavily for full-depth moisture penetration of the stabilized infield mix profile. Water activates Stabilizer®. To achieve saturation of stabilized infield 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 and roll with minimum 1 ton road roller. Match finish elevations to existing infield edge.

E. Maintenance:

Remove all vegetation in infield areas and in decomposed granite areas as it appears. Contractor may use a contact weed killer that does not stain or leave a residue to control vegetation.

End of Section

SECTION 02830 - CHAIN LINK FENCING

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, Sections 206-6 and 304-3 apply except as modified herein.

A. Work Included:

Furnish and install chain link fencing as shown on the drawings.

II. MATERIALS

Chain link fabric shall be 2-inch mesh, 9-gauge, knuckled selvage top and bottom, widths in full height of fence up to 10 feet in height.

Posts, rails, bracings and footings shall be sized as noted on drawings.

All fittings shall be heavy duty.

Post caps shall be malleable iron. Post caps for line posts shall be designed for through passage of top rail. Post caps for all other posts shall have curved tops.

Where vinyl coating is specified over chainlink fabric, the gauge of the chainlink fabric shall be 9 gauge without the additional vinyl coating.

Tension bands and bands for securing rail ends shall be mild steel flats, not less than 1/8 inch by 1 inch.

Tension Bars shall be mild steel flats not less than 1/4 inch by 3/4 inch.

Gate hinges shall be heavy duty 360 degree hinges welded to vertical posts after all adjustments have been made.

Gate frames corner joints shall be cut at a 45 degree angle and welded.

Tie wire shall be soft annealed galvanized steel wire No. 9 gauge wire for fastening fabric to posts. No. 11 gauge wire shall be used for fastening fabric to top rails, brace rails and bottom tension wire. No. 10 gauge galvanized wire clips may be used on tension wire.

Tension wire for installation at bottom of fabric shall be no. 6 gauge steel wire.

III. EXECUTION

All fabric shall be installed on the "playing" side of fencing.

Fasten fabric to line posts with 9 gauge wire ties spaced no more than 16 inches apart.

Posts, rails, and fittings shall be painted to match vinyl covered fabric wherever vinyl coated fencing is specified. Paint with 2 coats of flat enamel paint and primer in accordance with Section 09900 Painting.

All chainlink fencing installed in turf areas shall have a continuous 9" wide x 6" deep concrete mowstrip centered on the fence posts, unless specifically noted otherwise.

End of Section

SECTION 02833 - SAFETY NETTING

PART 1 – GENERAL

- 1.1 The provisions of the Standard Specifications for Public Works Construction (SSPWC) apply except as modified herein.
- a. Work Included:
- Furnish and install steel poles, cables, wire and netting and all necessary attachments and connections, as shown on the drawings and/or specified herein these specifications.
- 1.2 Scope of Work
- a. Furnish all labor, materials, tools and equipment necessary to install, in place all netting poles as indicated on the plans and/or as specified herein. The installation of all new materials shall be performed in strict accordance with the manufacturer's written installation instructions and in accordance with all approved shop drawings.
- 1.3 Shop Drawings
- a. Shop drawings shall be prepared for all necessary components of the netting system containing all pertinent information regarding the installation. These drawings shall be submitted to the Owner for approval prior to the manufacturing, fabrication and shipment of materials.
- b. Submit drawings for:
1. Installation details for attachments and connections of all netting components.
 2. Submit samples of rope and wires
 3. Submit an 12" x 12" sample of each netting used for project for approval.
 4. Submit a 3" x 3" sample of the pole paint and paint process
 5. A letter and specification sheet certifying that the products of this section meet or exceed all specified requirements.
- 1.4 Quality Assurance
- a. Performance shall be in accordance with the highest standard prevailing in the barrier netting industry. The netting system installation must be performed by a professional netting installation contractor with a minimum of five years, current to this date, proven experience constructing sport netting systems of the size, scope and nature of the work in this specification.
- b. The Netting installation Contractor shall provide Certificates of Insurance with minimum limits of \$1,000,000 per occurrence and \$5,000,000 total aggregate, including any excess or umbrella coverage, for general liability, completed products and automobile. The insurance company must have minimum A+ rating. The steel pole fabricator shall provide Certificates of Insurance for Product Liability with minimum limits of \$10,000,000.
- 1.5 Schedule
- a. Contractor shall complete all work on the netting poles in accordance to the published project schedule.
- 1.6 Measurement
- a. Contractor to verify all netting dimension, including lengths and heights.

PART 2 – MATERIALS

- A. Netting Systems .

1. 30' Steel Pole Netting System shall align with 8' high chain link fence. Chain link fence attached to safety netting poles as necessary; pole spacing NTE engineering requirements, Homerun Safety Netting, including between fields and over gates
 - a. Netting to begin 7' above ground level and shall overlap top elevation of fence by minimum of 12". Gate locations to be 9' from ground.

B. Netting and Rope

1. Vertical Barrier Netting:
 - a. #36 x 1-1/2" (3" S0283tretch Mesh) Baseball Barrier Netting 100% DuPont Type 66-728 Knotted Nylon; 381 lb per strand break strength; Dyed Black, Stabilized, and bonded for UV and weather resistance; Netting hung on diamond and manufactured in one "sheet" allowing no escapement with rope borders hand sewn to netting around entire perimeter, vertical riblines @ all poles, and horizontal wind line(s) NTE 25' O.C.; Custom manufactured to as built dimensions and tailored for tight fit on framing wires.
2. Batting Cage Netting:
 - a. Canopy and stall Tops:
#42T x 1-3/4" (3-1/2" Stretch Mesh) Baseball Barrier Netting 100% DuPont Type 66-728 Knotted Nylon; 334 lb per strand break strength; Dyed Black, Stabilized, and bonded for UV and weather resistance; Rope borders hand sewn to netting around entire perimeter; Custom manufactured to as built dimensions and tailored for tight fit on framing wires.
 - b. Vertical Side Netting & Stall Dividers:
#72 x 1-3/4" (3-1/2" Stretch Mesh) Baseball Barrier Netting 100% DuPont Type 66-728 Knotted Nylon; 740 lb per strand break strength; Dyed Black, Stabilized, and bonded for UV and weather resistance; Rope borders hand sewn to netting around entire perimeter; Custom manufactured to as built dimensions and tailored for tight fit on framing wires.
3. Rope/TwineE
 - a. Rope:
Black 5/16" Twisted Nylon Rope for netting borders / perimeters, horizontal wind lines, & vertical rib lines at each pole; 3,600 lb break strength; All rope locations on the net panels shall correspond to the as built net panel suspension and support cables constructed to pole structures; Tying on all netting on batting cage canopy and vertical perimeter netting.
 - b. Twine:
#42 Twisted Nylon Twine 100% DuPont Type 66-728 Nylon; Dyed Black, stabilized, and bonded for UV and weather resistance; minimum 470 lb break strength; The attachment twine shall continually encompass the netting component and be tied to the rope component via a clove and one half hitch knot +/- 6 inches on center, never to exceed 8 inches on center.

C. Attachment and Wire

1. Netting Attachment – Vertical Barriers, Backstops and Soccer Pavilion:
 - a. Finished net panels shall be suspended to all support cables by the rope component via a 5/16" Electro-Galvanized Steel Carabineer with minimum 1,140 lb break strength on 30' AGL Netting Systems and 1/4" Electro-Galvanized Steel Carabineer with minimum 560 lb break strength on all other Netting Systems; The interior of the snap shall encompass the netting / rope and cable

components when suspension is completed; The interval between snap to cable attachment points shall not exceed 30" O.C. along all perimeter, horizontal, and vertical rib line ropes.

2. Baseball Netting Attachment

- a. Canopy and vertical perimeter netting shall be attached with 5/16" Twisted Nylon Rope with minimum 3,600 lb break strength; the rope shall continually encompass the netting / rope component and be tied to the top rail of chain link fencing on canopy netting and bottom stand-off rails on vertical netting via a clove and one half hitch knot +/- 5 feet on center; Center at collar shall be attached 5/16" Electro-Galvanized Carabineers. Stall tops, pitching machine enclosure and end safety divide netting shall be attached with #72 Braided Nylon Twine; twine shall continually encompass the netting / rope component and be tied to rails of chain link fencing via a clove and one half hitch knot +/-16 inches on center.

3. Framing/Support wire and down guys – Vertical Netting Systems

- a. 5/16" EHS (Extra High Strength) Guy Strand 1x7 wire with minimum 11,200 lb break strength on 70' AGL System; 1/4" EHS (Extra High Strength) Guy Strand 1x7 wire on with minimum 6,650 lb break strength on all other systems; Pre-Formed Grips, Utility Standard, used to form all eyes on framing wires; Strand-Vise / Automatic Guy Dead End for termination of Down Guys to Anchors.

4. Wire

- a. Shall be 3/16" High Strength Aircraft Cable; Eyes formed with ferrules.

D. Pole line hardware

1. All pole line hardware to be galvanized, meet ANSI Standards and be RUS Listed; Manufactured by Chance / Hubble or approved equal; Sized Typ. 5/8" Bolts and Fittings; All fittings not to exceed 25' O.C. each pole; 10" Helix x 72" Earth anchors installed end of each run and turns exceeding 20 degrees for down guys; May guy into base of adjacent pole if there is no access or space for earth anchor with engineer approval.
2. End / Termination and Corner Poles:
 - a. 5/8" DAFTB (Double Arming Full Thread Bolt) NTE 25' O.C. with 5/8" thimble eye nut; Top & Bottom with Angle Thimble Eye behind standard thimble eye fitting for attachment of vertical wires; Angle Thimble Eyes on outside of pole tops & center (on 70' system) for running down guys to earth anchor; 5/8" square curved and spring locking washers typical each side of fitting / bolt.
3. Mid Span Poles:
 - a. 5/8" DAFTB (Double Arming Full Thread Bolt) NTE 25' O.C. with 3-Bolt Suspension clamps top, center (on 70' system), and bottom; vertical support roller behind 3-bolt clamp on top and bottom for attachment of vertical wires; 5/8" 1-Bolt Clamp at center fitting, NTE 25' O.C., behind 3-bolt clamp (on 70' system) for securing vertical wire; 5/8" square curved and spring locking washers typical each side of fitting / bolt.
 - b. All cable attachment points using thimble eye type hardware to minimize pinching and / or kinking of cable; All bolts are through bolt and rated; Pre-Formed Grips used to form all eyes

E. Steel Pole

1. Structurally engineered steel poles and foundations to exceed wind load, exposure class, and soil conditions for project site location. All structural welding and steel fabrication to be

performed by an approved certified fabricator. All poles finished with black STRYK© 5388 FACS Flexible Anti-Corrosion System applied in three coats as provided by Coastal Netting Systems or equal.

2. 30' AGL Home Run Safety Netting Systems:
 - a. Refer to plans for pole requirements. Pole spacing shall be so that it fits with the shape of the outfield walls with spacing NTE engineering requirements.

PART 3 – EXECUTION

- A. Install all poles, vertical and plumb.

END OF SECTION 02833

SECTION 02860 - PLAY EQUIPMENT

I. GENERAL

A. Work Included:

Furnish and install items of play equipment and resilient surfacing in quantities and in locations as shown on the drawings.

B. Shop Drawings or Catalogs:

Shop drawings which show complete details shall be furnished as per Sections 01600 and 01340.

Contractor shall have the manufacturer review the play area plans and mark in ink the minimum dimensions allowed between pieces of play equipment, and between curbs, walls, etc. Any discrepancies noted shall be brought to the attention of the Landscape Architect immediately.

C. Location Inspection:

No playground equipment or apparatus or foundations for same shall be placed until location stakes have been verified by the Agency Representative at a regularly scheduled project meeting as per Section 01310 of these specifications.

II. PRODUCTS

A. Play Equipment:

As shown on the drawings, or approved equals.

III. EXECUTION

A. Installation:

All items shall be installed according to the manufacturer's written instructions which will be furnished with the equipment.

Equivalent methods of fabrication and installation differing from those employed by the manufacturer specified, may be accepted providing all variations are clearly shown on shop drawings or in catalogs which show complete details, and same are approved by the Consultant prior to fabrication or placing order for delivery.

B. Concrete Foundations:

All equipment specified shall be set in concrete footings which shall be the size recommended in writing on printed matter furnished by the manufacturer or as shown on the drawings. All footings shall be flush with the sub-grade. Contractor shall extend any post or pipe at no additional cost to the City so that the equipment is installed at the Manufacturer's designated elevations. Method of extension shall be equal to or better than Manufacturer's material on equipment being installed. Remove all burrs on welds and paint according to Standard Specification, Section 210-3.5.3.

End of Section

SECTION 02870 - SITE FURNISHINGS

I. GENERAL

- A. Scope of Work:**
Furnishing and installing team benches.
Furnishing and installing benches.
Furnishing and installing drinking fountains.
Furnishing and installing bike racks.
Furnishing and installing trash containers.
Furnishing and installing picnic tables.
Furnishing and installing barbecues.
Furnishing and installing spectator seating.
Furnishing and installing flagpole.
Furnishings for Baseball Fields.
Furnishing and installing Spectator Seating (Bleachers)
- B. Work not Included:**
Play equipment.
Masonry.

II. PRODUCTS

- A. Benches:**
As shown on drawings or approved equal
- B. Drinking Fountain:**
As shown on drawings or approved equal
Install units according to manufacturer's specifications. Install pressure regulator on all water lines to drinking fountains where pressure exceeds 60 psi, set regulator at 50 psi.
- C. Bike Racks:**
As shown on drawings or approved equal.
- D. Litter Receptacles:**
BY Victor Stanley, Model DYN-36
Mount receptacles to concrete slab, when shown in dg area.
Final locations to be marked and approved prior to installation
- E. Picnic Tables:**
As shown on drawings or approved equal.
- F. Flagpole:**
As shown on drawings or approved equal.
- G. Team Benches:**
As shown on drawings or approved equal.
- H. Spectator Seating:**
As shown on drawings or approved equal
- I. Barbecues:**
As shown on drawings or approved equal.

J. Baseball Field Equipment:

Pitching Rubber - Four-Way Pitching Rubber 6" x 24" with aluminum interior tube 27 pounds Hollywood Model # BBPB or approved equal. Refer to drawings.

Removable Pitching Rubber – Enduro Pro Removable Rubber Official 6"x24". Model # TB-K10378 or approved equal. Refer to drawings.

Homeplate - Bolco Model # 310-SHP or approved equal. Stanchion mounted professional homeplate with standard ground anchor and anchor plug included.
Refer to drawings.

Bases – Bolco Model # 175-MLB with three bases/anchors and plugs or equal (800) 959-1844.

Double First Base – Bolco. Model #110-DBL or equal (800) 959-1844.

Bat Rack - Shall be Model 11814 manufactured by Tomark Sports Supply or approved equal. Refer to drawings.

III. INSTALLATION

A. General:

Installation shall be in the locations shown on the drawings after approval of precise location by Consultant. Install according to manufacturer's written instructions or according to approved shop drawings. Install all metal supports and post in footings prior to installing any concrete slabs.

Any item not imbedded shall be surface mounted to a concrete slab using minimum 3/8" x 3" long lag screws in expansion shields.

B. Pre-Cast Concrete, Bollards, Trash Receptacles, Etc.:

Centering: All wood centering required for the setting of precast concrete work under this contract will be furnished and erected by the General Contractor.

Setting: The precast concrete shall be set accurately, true to line and level by competent precast concrete setters, with full flush joints, filling all anchor holes, welding or bolting as required. Heavy projecting courses to be propped up until mortar has set and the walls above same have been set. All beds and vertical joints to be of maximum width of 1/4 inch. Mortar to be raked out to a depth of 2 inch from the face to allow for pointing.

Backing: Space between back of the cast stone to be filled with semi-dry, coarse sand and cement grout - 1 inch minimum.

Protection: Precast concrete shall be properly protected from damage by means of boards or other suitable covering where necessary until completion of the work. This Contractor shall cooperate with the Carpentry Contractor, who will furnish and erect the necessary protection for this work.

Cleaning: The face of all precast concrete shall be thoroughly cleaned upon completion with the weak acid solution applied vigorously with fiber brushes and then drenched with clean water.

Pointing: All face joints shall be brushed out clean 2 inch in depth and after a thorough wetting of the face shall be pointed flush with mortar composed of one part stainless cement to two parts clean, fine white sand and sufficient cold lime putty to make a mixture as stiff as can be worked.

Caulking: When required joints shall be caulked with sealant compound according to manufacturer's directions, backing to be approved compressible filler. Conform to Section "Caulking", including guarantee.

Wood Products: All non-pressure treated wood products listed under the section are to be sealed with a clear penetrating sealant to help prevent moisture damage to the wood product. Phenoseal liquid waterproofing or similar approved shall be used. Apply per manufacturer's specifications.

Concrete Footings: All site furnishings which are embedded in the ground shall have a 12" x 18" minimum concrete footing. If the manufacturer has a specified method of installation, it shall take precedence over the above footing.

All inground mount furniture shall be installed on a min. 4" concrete pad, width and length to match furnishing.

Install baseball bleachers per manuf. recommendations/instructions.

End of Section

SECTION 02900 - LANDSCAPE PLANTING

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition, Sections 212 and 308 apply except as modified herein.

A. Work Included in this Section:

Finish grading (fine).
Weed abatement.
Soil preparation.
Tree supports, trunk protectors, and root barriers.
Furnishing plants and planting.
Fertilizer, soil amendment.
Watering.
Project maintenance period.
Soils analysis.

B. Work not Included in this Section:

Rough grading.
Finish grading.
Irrigation system.

C. Approvals:

All sprinkler work shall be inspected and approved before starting any work of this section, except that specimen trees shall be installed prior to beginning sprinkler work.

All turf areas shall be planted and all landscape planting shall be installed and approved prior to the commencement of the plant establishment period.

II. MATERIALS

A. Landscape Finish Grading:

Site topsoil material shall be used.

B. Tree Supports:

Stakes for trees shall be round, of Lodge Pole pine, made from the entire bole of the tree with bark removed and completely treated in a solution of pentachlorophenol. They shall be at least 2" or 2 2" in diameter, conically pointed at one end. 10" long tapered point and chamfered at the other end.

Ties shall be "Wonder Tree-Tie" or equal, black in color, install according to manufacturer's specifications.

C. Tree Trunk Protector:

Contractor shall supply and install an approved tree trunk protector device for trees in turf area only, equal to "Tree Boot".

D. Root Barrier:

Root barrier shall be installed on all planted trees within 5'-0" of concrete or asphalt paving. Contractor to supply and install "deep root" barrier by Deep Root Corp.:(415) 437-9700 or Shawtown Root Barrier by NDS:

(800) 726-1994 or approved equal with a minimum depth of 24". Where root barriers parallel curb face or concrete pavement, the barrier shall extend 5' on either side of the tree trunk 10' in length

E. Plant Materials:

All plant material shall meet requirements in the Standard Specifications, Section 212-1.4. Plant list is on landscape plan. The planting plans are only accurate for planting location and quantities. The Contractor shall verify all quantities by plan check. The planting legend is accurate only for plant size. In the event of a discrepancy, the Contractor shall adjust the quantities of the smallest plant size specified in the legend to conform with the quantities required by the plan.

Plants not approved are to be removed from site immediately and replaced with suitable plants.

Inspection and approval of specimens required before delivery to site; all others on delivery. Agency may reject entire lot of plants represented by defective samples. Random samples will be inspected for root condition.

F. Soil Amendments and Fertilizer for Bid Purposes:

All turf and groundcover areas shall receive soil amendments per soil analysis recommendations. See specs. (Use the following quantity per 1,000 sq. ft. for bidding purposes).

1. 6 cubic yards nitrogen stabilized organic amendments.
2. 15 lbs. commercial fertilizer (6-20-20 either incorporated into the soil or incorporated into the hydromulch slurry as specified).
3. 20 lbs. of gypsum

or

1. 6 cubic yards nitrogen stabilized organic amendments
2. 200 pounds Gro-Power Plus (5-3-1) incorporated into the soil and 12 pounds Gro-Power Plus (5-3-1) incorporated into the hydromulch slurry as specified.

G. Turf Seed Mixes:

All seed shall be fresh, clean, new crop seed, premixed by mechanical mixer to proportions specified. Minimum purity and germination as follows:

<u>Turf Mix</u>	<u>Proportion</u>		
	<u>by Weight</u>	<u>Purity</u>	<u>Germination</u>
Ryegrass (50% Pennfine, 50% Derby by count)	20%	95%	90%
Bluegrass (50% Rugby, 50% Parade by count)	40%	98%	80%
Bermuda grass* (certified Arizona Common)	40%	98%	85%

* Hulled seed shall be used if planted April through September. Unhulled seed shall be used if planted October through March.

Seeding rate: 350 pounds per acre. (8 pounds per 1000 square feet).

H. Sod:

Sod shall be as called out on the drawings. Prior to delivery to the site, the Contractor shall submit a square yard sample of proposed sod with the name of the supplier to the landscape architect for review and approval.

I. Native Plant Seed Mixes:

All seed shall be fresh, new crop seed, premixed by mechanical mixer to proportions specified.

Botanical Name	Common Name		Pounds per Acre	Mix	Seed
Baccharis pilularis	Dwarf Coyote Bush	8	A&B		
Cistus salvifolius	Sageleaf Rockrose	3	A		
Heteromeles arbutifolia	Toyon	2		A	
Atriplex semibaccata	Australian Salt Bush		5		B
Low Profile Wildflower Mix by Clyde Robin Seed Co.		4		A	
Low Growing Perennial Wildflowers by Environmental Seed Producers Inc.		3		B	

California Low-Growing Perennial Wildflowers by Environmental Seed Producers, Inc., or equal.
California Wildflower Mix No. 11201 by Clyde Robin Seed Co., or equal.

J. Commercial Fertilizers:

Planting Tablets. Tightly compressed, long-lasting, slow-release fertilizer tablets weighing 21 grams, with a potential acidity of not more than 5% by weight and having an analysis of 20-10-5 derived from the sources listed in the following guaranteed analysis:

Guaranteed Analysis

Total Nitrogen	20.0%
Derived from urea-formaldehyde.	
7.0% water soluble Nitrogen, 13.0% water insoluble Nitrogen	
Available Phosphoric Acid	10.0%
Derived from calcium phosphate.	
Soluble Potash	5.0%
Combined Calcium	2.6%
Derived from calcium phosphates.	
Combined Sulfur	1.6%
Derived from ferrous and potassium sulfates.	
Iron (expressed as elemental Fe)	35%
Derived from ferrous sulfate.	
Potential Acidity: 5% or 100 lbs. Calcium Equivalent per ton.	

OR Planting Tablets. Gro-Power 7 gram tablets, or approved equal, tightly compressed, long-lasting, slow-release fertilizer tablets weighing 7 grams and having an analysis of 12-8-8 derived from the sources listed in the following guaranteed analysis:

(Available from Gro-Power 909/393-3744).

Guaranteed Analysis

Total Nitrogen	12.0%
Available Phosphoric Acid	8.0%
Soluble Potash	8.0%
Sulphur.....	3.5%
Iron.....	2.0%
Manganese.....	.05%
Zinc.....	.05%
Humic acids	4.0%

Fertilizer 6-20-20 XB (for turf & groundcover areas): Premium high performance pre-plant fertilizer compound having an N-P-K ratio of 6-20-20, and shall be derived from the sources listed in the following analysis in a high quality homogeneous pellet.

Guaranteed Analysis

Total Nitrogen	6.0%
Ammoniacal Nitrogen	
Available Phosphoric Acid	20.0%
Soluble Potash	20.0%
Sulfur.....	5.5%
Iron (Fe) expressed as Elemental	1.5%
Potential Zinc	0.75%

OR Fertilizer 12-8-8 (for turf & groundcover areas): Gro-Power Controlled Release (3 to 4 month formulation) or approved equal. Fertilizer shall be a long-lasting, slow-release fertilizer compound having an N-P-K ratio of 12-8-8 and shall be derived from the sources listed in the following analysis:

Guaranteed Analysis

Total Nitrogen	12.0%
9.0% Slow release Nitrogen.	
3.0% Urea Nitrogen	
Available Phosphoric Acid	8.0%
Derived from Triple Super Phosphate.	
Soluble Potash	8.0%
Derived from Compost and muriate of Potash.	
Humus (composed organic and mineral matter)	25.0%
Humic Acid (derived from compost)	5.0%
Sulfur.....	7.0%
Iron (Fe) expressed as Elemental	2.0%
Manganese (expressed as elemental Mn) derived from Manganese Sulfate05%
Zinc (expressed as elemental Zn) derived from Zinc Sulfate.....	.05%

Fertilizer 12-12-12 (for Plant Backfill): Fertilizer shall be rapidly soluble prills containing equal amounts of nitrogen, phosphorus, and potash plus sulfur and calcium and derived from the following sources:

Guaranteed Analysis

Total Nitrogen	12.0%
As Ammoniacal derived	
Available Phosphoric Acid	12.0%
Soluble Potash	12.0%
Sulfur.....	15.0%

OR Fertilizer/soil conditioner 5-3-1 (for Plant Backfill): Gro-Power Plus or approved equal. Fertilizer/soil conditioner shall be a humus base fertilizer/soil conditioner derived from the following sources:

Guaranteed Analysis

Total Nitrogen	5.0%
Available Phosphoric Acid	3.0%
Soluble Potash	1.0%
Humus.....	50.0%
Humic Acids.....	15.0%

Iron.....	1.0%
Manganese.....	.05%
Zinc.....	.05%
Soil Penetrant.....	1.25%
Bacteria (common soil and airborne organisms) yeast and mold.....	60,000 per 100 grams

Fertilizer 16-6-8: (for Maintenance) Fertilizer shall be a fertilizer compound having an N-P-K ratio of 16-6-8, and shall be derived from the sources listed in the following analysis in a high quality homogeneous pellet.

Guaranteed Analysis

Total Nitrogen	16.0%
Ammoniacal Nitrogen	
Available Phosphoric Acid	6.0%
Soluble Potash	8.0%
Sulfur.....	16.0%
Iron (Fe) expressed as Elemental	1.5%
Potential Zinc	0.1%

Ammonium Sulfate: Conforming to the requirements of the Agricultural Code of the State of California.

Iron Sulfate: Ferric sulfate or ferrous sulfate in pelleted or granular form containing not less than 18.5% iron expressed as metallic iron, and shall be registered as an agricultural mineral with the State Department of Agriculture in compliance with Article 2, "Fertilizing Materials", Section 1030 of the Agricultural Code.

Soil Amendment: Standard Specifications Section 212-1.2.4 shall apply. Soil amendment shall be an organic wood base product, Type I, composted Redwood or Cedar only.

K. Hydromulch Materials:

Water. General precautions should be observed when drawing water from sources other than main pressure. The use of filters may be required when directed. Such water must be free of impurities.

Seed. Turf and native plant seed as previously specified.

Wood Fiber Mulch. Fiber shall be produced from cellulose such as wood pulp or similar organic material and shall be of such character that it will disperse into a uniform slurry when mixed with water. The fiber shall be of such character that when used in the applied mixture an absorptive or porous mat, but not a membrane, will result on the surface of the ground. Materials which inhibit germination or growth shall not be present in the mixture.

Fertilizer 6-20-20 XB pellet form. Add to slurry mix at 650 lbs/acre.

OR

Fertilizer Gro-Power Plus and Gro-Power Controlled Release.

For turf and planting areas with amended soil: add Gro-Power Plus to slurry mix at 500 lbs/acre.

For slope hydroseed areas without amended soil: Add Gro-Power plus at 1000 lbs/acre and Gro-Power controlled release at 300 lbs/acre to slurry mix.

Binding Agent. Dry powder organic concentrate. Ecology Controls M-Binder or equal. Available from S & S Seeds Inc. Phone (805) 684-0436.

L. Jute Mesh:

Jute mesh shall be by Amoco Construction Fabric or equal. Available through Drainage Products (800-225-0797)

M. Shredded Wood Mulch:

Shredded Wood Mulch shall be a minimum of 1" thickness in all shrub and groundcover areas. Type: Forest Floor 0-2, Supplied by: Aguinaga Fertilization Products Phone 949-786-9558. or equal. Submit sample to landscape architect for approval prior to installation.

III. EXECUTION

A. Agronomic Soils Tests Prior to Amending Soil:

After completion of fine grading and prior to soil preparation, the Agency shall obtain agronomic soils tests for all planting and turf areas. A minimum of one sample per two acres of lawn shall be required. Tests shall be performed by an approved agronomic soils testing laboratory and shall include a fertility and suitability analysis with written recommendations for soil amendment, fertilizer, and chemical conditioner application rates for soil preparation, auger hole requirements, and maintenance and post-maintenance fertilization program for all areas.

The agronomic soils report recommendations shall take precedence over the minimum amendment and fertilizer application rates specified herein or on the plans only when they exceed the specified minimums. Additional materials required by the soils report shall be paid for by Change Order.

B. Agronomic Soil Test After Amending Soil:

After the soil amendment procedure has been completed and prior to commencement of planting the Agency Representative will take one sample per two acres of turf of amended soil.

The Agency Representative shall deliver the samples to an approved agronomic soils testing laboratory for analysis and report. Costs of analysis and report shall be borne by the Contractor.

If any deficiencies are found, the elements required to be added to the planting areas to comply with these specifications shall be borne by the Agency. The additional soil testing costs to insure conformance will be borne by the Contractor.

After certification by the laboratory that amendment procedures have been complied with, the Contractor may proceed with planting.

Permissible limits of analytical deviation are as follows:

<u>Items</u>	<u>Permissible Limits</u>
Percentage organic matter.....	Plus or minus 20%
Mineral nutrients:	
available nitrate plus ammoniac nitrogen.....	Plus or minus 20%
available phosphate phosphorus	Plus or minus 20%
available potassium	Plus or minus 20%

C. Finish Grading:

Before any planting operations start in any area, all trash and deleterious materials on the surface of the ground shall be removed and disposed of. After completion of fine grading and prior to soil preparation, the Contractor

shall adhere to the Agronomic Soils Test and Report recommendations as required, except for the minimums specified herein.

Turf areas shall be graded so that after cultivation, amendment and settlement, the soil shall be 1" below the top of curb or paving. All flow lines shall be maintained to allow for free flow of surface water. Displaced material which interferes with drainage shall be removed and placed as directed. Low spots and pockets shall be graded to drain properly.

All turf planting areas shall be cultivated until the soil is brought to a loose friable condition to a depth of 6". Remove all rocks and debris 1" or larger in size. Evenly distribute soil amendments, and thoroughly incorporate into upper 6" of soil with mechanical tiller.

or

All turf areas and planting areas (excluding hydroseeded slope areas) shall be cultivated until the soil is brought to a loose friable condition to a depth of 6". Remove all rocks 1" or larger in size and debris. Evenly distribute soil amendments at six (6) cubic yards per 1,000 sq. ft. and Gro-Power Plus (or approved equal) at 200 lbs./1,000 sq. ft. and thoroughly incorporate into upper 6" of soil with mechanical tiller.

All planting areas shall be finish graded per Standard Specifications, Section 308-2.4. Finish grades shall be so graded that required tolerances are met after settlement at the end of the project maintenance period.

D. Weed Abatement:

All weed growth in planting areas shall be removed. Common Bermuda grass found growing in areas not designated to be planted with Bermuda grass, shall be killed with an approved herbicide or fumigant with materials approved by the Agency.

Contractor shall irrigate for a minimum of twenty-one (21) days all banks and other areas that will be hydroseeded with plants other than turf to germinate existing weeds. Weeds shall be removed or killed by a contact herbicide to provide a complete kill. Soil surface shall be free of excessive vegetative material so that hydromulch is in contact with the soil surface.

1. All trees shall be safely loaded and transported, taking care not to damage any part of the tree to soil ball. All consideration shall be given in the selection of the largest possible crane to facilitate loading, unloading, and setting. This consideration shall vary based on any given site situation and is solely the liability and responsibility of the Contractor.

All excavated palm planting holes shall have vertical sides with roughened surfaces and shall be of size that is twice the diameter and two (2) feet minimum to four (4) feet maximum deeper in the ground than the depth of the palm rootball. The palm should be centered in the planting hole and in alignment with any other palms. The palm shall be set plumb and held rigidly in position until the backfill has been tamped firmly around the rootball.

The top of the rootball should be equal to the existing or proposed soil grade. The backfill mix for palms shall be 100% washed concrete sand. Newly planted palms shall be immediately watered thoroughly and protected from compaction.

E. Tree Supports:

All trees shall be supported at time of planting as called for on planting plan.

F. Planting:

All trees shall be planted, staked and tied as noted on drawings and in accord with U.C. Agricultural Extension Service Bulletin AXT-311. Plants shall be planted where shown on plans or as directed by Agency Representative.

Trees, shrubs and ground covers shall be planted before seeding.

Plant pits for container plants shall have vertical sides and shall be the size noted on drawings.

Backfill material for plant pits shall be a mixture as noted below. The materials shall be thoroughly mixed to the bottom of the pit so that they are evenly distributed and without clods or lumps. Backfill shall be so placed in the pits that the plant will be at its natural growing height and the backfill material will be level one inch below surrounding soil after settlement.

Amended backfill for plant holes shall be:

- A. 6 parts by volume on site soil.
- B. 4 parts by volume organic amendment.
- C. 2 lbs. iron sulfate per cubic yard.
- D. 1 lb. 12-12-12 commercial fertilizer per cubic yard or 17 lb. 5-3-1 Gro-Power).

Install 21 gram planting tablets as follows:

Size

1 gallon.....	1 tablet
5 gallon.....	3 tablets
15 gallon.....	5 tablets
24 inch box specimen and larger	

Use one tablet for each 2 inch of tree trunk diameter or for each one foot of height. Sink tablets 6 to 8 inches deep evenly spaced around the drip line.

or

Install 5 gram planting tablets as follows:

Size

1 gallon.....	3 tablet
5 gallon.....	8 tablets
15 gallon.....	15 tablets
24 inch box specimen and larger	

Use 4 tablets for each 2" of tree trunk diameter or for each one foot of height. Sink tablets 6 to 8 inches deep evenly spaced around the drip line.

Position the plant in the hole and backfill no higher than halfway up the rootball. Place the recommended number of tablets evenly around the perimeter of, and immediately adjacent to, the root ball at a depth which is between the middle and the bottom of the rootball. Complete the backfilling, tamp and water.

Before plants are transported to the planting area, they shall be properly pruned by thinning out to reduce damage by wind and to protect lateral growth.

No plants shall be transported to the planting area that are not thoroughly wet throughout the ball of earth surrounding the roots. Plants should not be allowed to dry out, nor shall any roots be exposed to the air except during the act of placement. Any plants that in the opinion of the Agency Representative are dry or in a wilted condition when delivered or thereafter, whether in place or not, will not be accepted and shall be replaced at the Contractor's expense.

G. Turf Installation:

Grade smooth all surfaces to be seeded. Soil surface shall be 1" below adjacent walks after settling. Roll lightly and fill in all soil depressions. Under mechanical seeding method incorporate 15 lbs./1,000 sq. ft. 6-20-20 in the upper 6" of soil.

or

Incorporate 200 lbs./1000 sq. ft. Gro-Power Plus 5-3-1 in the upper 6" of soil.

Soil shall be level, smooth and moist before seeding.

The seed bed shall be inspected by the Agency Representative to determine its suitability prior to seeding. The Contractor shall obtain such approval before seeding grass. No seeding shall be performed until all other construction operations have been completed, except by authorization of the Agency Representative.

Seed bed mulch will be required according to the seeding method selected by the Contractor, which shall be approved by the Agency Representative.

H. Sodding:

Sod shall be as specified on plan and shall be installed within 24 hours after harvesting.

Sod area shall be rolled lightly and watered to a depth of 6" the day prior to installing sod. Fill or regrade any areas as necessary. Lightly water again just prior to laying sod.

Sod shall be laid in staggered pattern, with tight joints and in the same direction each time. On slopes, install sod from the bottom up. Protect the newly laid sod by walking on boards as the installer moves upward, sod on slopes shall be pinned down with wooden pegs.

Roll sod with adequately weighted roller to smooth out sod bed.

Keep sod thoroughly moist to a depth of 6" until established. No foot traffic should be allowed for 2 to 3 weeks after installation.

I. Hydromulch:

(If selected, 6-20-20 shall be incorporated in the slurry in lieu of soil incorporation in turf areas.)

Mixing of Hydromulch Slurry. Mixing shall be performed in a tank with a built-in continuous agitation and recirculation system of sufficient operating capacity to produce a homogeneous slurry of fiber, M-binder, seed, fertilizer and water in the designated unit proportions:

Fiber	Minimum 1,500 lbs. per acre, 2000 lbs. per acre on 5:1 or greater slopes.
Seed.....	As specified.
M-Binder	100 lbs. per acre, 150 lbs. per acre on slopes.
Fertilizer	As specified.
Water	3,000 gals. per acre

On slopes composed of sandy soils and slope areas subject to erosion, apply the material in two applications as follows:

First application: 500 lbs. fiber, 50 lbs. M-binder, seed and water as required.

Second application: 1500 lbs. fiber, 100 lbs. M-binder, and water as required.

With agitation system operating at part speed, water shall be added to the tank, good recirculation shall be established. Materials shall be added in such a manner that they are uniformly blended into the mixture in the following sequence:

When tank is 1/3 filled with water:

- Add binding agent - 2 acre requirement.
- Add 3 - 50 pound bales of fiber.
- Add seed - 2 acre requirement.
- Add NPK fertilizer - 2 acre requirement.

Agitate mixture at full speed when the tank is half-filled with water.

- Add remainder fiber requirement before tank is 3/4 full.
- Slurry distribution should begin immediately.

Area to be hydromulched shall be moistened to a depth of six inches just prior to application.

Application: Hydromulch slurry shall be applied under high pressure evenly and result in a uniform coat on all areas to be treated. Care shall be exercised to assure that plants in place are not subjected to the direct force of an application. Slurry shall be immediately removed from walks, structures, etc., that are inadvertently sprayed.

Mulch. Under any method other than hydromulching, 1/4 inch of mulch shall be spread over all seeded areas.

J. Watering:

Apply water to all planted areas during operations and thereafter, until acceptance of work.

Plants which cannot be watered efficiently with the existing water system shall be watered by means of a hose.

Immediately after planting, apply water to each tree and shrub. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas wet at all times, well below the root system of grass and plants.

All ground cover planting shall be immediately sprinkled to avoid drying out until the entire planted area is thoroughly watered and the soil soaked to the full depth of each plant hole.

All hydromulch and seeds should be kept damp at all times and irrigation should be adjusted accordingly. This normally would involve four to six watering periods daily; each watering period (ON) regulated to just dampen the mulch and seed, without creating runoff. Intervals between irrigations (OFF) should be judged by the length of the time mulch and seeds remain damp. Once mulch and seeds begin to dry out, the watering (ON) should be repeated.

K. Turf Mowing:

The turf shall be edged whenever necessary. The turf shall be mowed with a sharp mower before it exceeds 2" in height. The turf will be cut to not less than 1 2" and, during the period of maintenance, the turf will not be allowed to exceed 2" in height. Hybrid bermuda turf shall be cut using a reel type mower. A rotary type mower is not acceptable.

L. Project Maintenance:

Project maintenance consists of a minimum 30 day plant establishment period and a subsequent 60 day maintenance period, constituting a total minimum 90 day maintenance period.

The plant establishment period commences when all plants and all turf (grass) has been planted. The establishment period will continue until all turf areas have been mowed to the specified height at least once, but not less than 30 days.

Water turf until acceptance of work. The areas shall be kept moist, but not glistening wet, until time for the first cutting of turf. After first cutting, water turf to maintain a thriving condition. Any areas where the seeds fail to germinate satisfactorily shall be immediately reseeded. The Contractor shall maintain the turf areas until an even, close stand of turf is obtained.

Where sod has been installed, the Contractor shall topdress with Agency approved silica sand and roll as necessary to fill seams between sod strips and/or low points in order to produce a firm even stand of turf. The contractor shall repeat this process as necessary to achieve a uniform turf condition to the satisfaction of the Agency representative.

The establishment period shall be extended beyond the 30 day minimum at no cost to the City until all turf areas have been mowed to the specified height and a close stand of turf is attained to the satisfaction of the Agency Representative.

Project maintenance work shall commence after the Agency Representative has approved plant establishment and shall continue for 60 additional days.

Project maintenance work shall consist of applying water, fertilizing all areas, weeding, caring for plants, sweeping walks, litter pickup, and performing all general project maintenance.

The Contractor shall be responsible for detecting nutrient deficiencies and turf diseases and pests as soon as their presence is manifested. He shall take immediate action to identify the problem and shall immediately apply remedies. If the above and following conditions are not complied with, the Contractor shall re-plant the grass and maintain the turf until a healthy, mature turf is re-established, and shall maintain that area for an additional 60 days at no additional cost to the Owner.

During the project maintenance period, all plants and planted areas shall be kept well watered and kept weed free at all times. Weeds, Dallas and Johnson grass, and Bermuda grass shall be removed and disposed of (except Bermuda grass will be allowed to remain in turf areas). Provide special attention for watering slopes planted to lawn on the windward and/or sunny side so that turf will adequately be watered at all times.

Immediately after the second cutting of turf, where trees occur in turf areas, the turf shall be turned under and neatly edged 18" away from the plants. The turf edges shall be maintained in a neat condition until acceptance of the work.

Workmen shall not be allowed to walk on turf areas unnecessarily before, during or after seeding operations. Turf areas that have been damaged or compacted shall be recultivated and reseeded at the Contractor's expense.

The Contractor shall provide supplemental feedings of fertilizer as required by the agronomic soils test to maintain a healthy turf and all other plantings including slope areas. Minimum requirement: 16-6-8 at 6.2 lbs. per 1000 s.f. 35 days after initial planting, and just prior to final inspection.

In order to carry out the project maintenance work the Contractor shall maintain a sufficient number of personnel and adequate equipment to perform the work herein specified from the time any planting is done until the end of the project maintenance period or until the final approval.

The Contractor may be relieved from maintenance work required in these special provisions when the project maintenance work has been satisfactorily completed.

Damage to planting areas shall be repaired immediately.

Contractor shall continue to pick up rocks that surface and are 1" or greater in diameter.

M. Replacement of Plants:

All plants that show signs of failure to grow at any time during the life of the contract, or those plants so injured or damaged as to render them unsuitable for the purpose intended, shall be immediately replaced in kind at the expense of the Contractor.

N. Tree Guarantee:

The Contractor shall guarantee all trees from disease or death and injury resulting from improper planting for a period of one year after final acceptance of the project.

The Contractor shall replace at no expense to the Agency as soon as possible plants that are dead or not in a vigorous, healthy growing condition. Replacement shall be of the same kind and size as originally specified and shall be planted as described on the drawings and in the specifications.

The Contractor shall not be held liable for loss of plant materials during the guarantee period due to lack of care, vandalism or accidental causes.

O. Inspections:

A written notice requesting an inspection should be submitted to the Agency Representative at least ten (10) days prior to the anticipated date. Prior to this inspection, the site must be thoroughly cleaned up and all excess material and debris removed.

The following inspections are required:

Prior to the start of the 90 calendar day plant establishment and project maintenance period, the Contractor will be required to have a complete inspection and approval of all landscape construction items.

At 30th calendar day.

At 60th calendar day.

At completion of the maintenance period.

P. Certification:

Written certifications required which are to be submitted to the Agency Representative upon delivery to the job site include:

Quantity of commercial fertilizer used.

Quantity of soil amendments.

Quantity of seed.

Quantity of iron sulfate.

Quantity of soil sulfur.

Quantity of agricultural gypsum.

Quantity of hydromulch materials.

Quantity of sod.

Quantity of shredded wood mulch.

End of Section

SECTION 03100 - CONCRETE FORMWORK

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC) latest edition apply except as modified herein.

A. Work Included in this Section:

Deliver and store all material in such a manner as to protect it from damage and deterioration.

Design, construction, and safety of all formwork shoring and reshoring shall be the complete responsibility of the Contractor.

It shall be the responsibility of the Contractor to insure that all applicable safety laws are strictly enforced and to maintain a safe construction project.

B. Related Work Specified Elsewhere:

Concrete reinforcement: Section 03200

Cast-in-place concrete: Section 03300

Rough Carpentry: Section 06100

C. Quality Assurance:

The following codes and standards apply to, and form a part of, this section, where applicable:

Product Standard PS 1-74 for Softwood Plywood.

American Concrete Institute Standard Recommended Practice for Concrete Formwork, ACI 347.

II. PRODUCTS

A. Materials:

Where finish concrete is below grade or scheduled to be plastered, plywood or sawed lumber formwork shall be constructed of substantial material as selected by the Contractor.

Where finished concrete is above grade and scheduled to be exposed, use Plyform Class I and II B-B, EXT-DFPA or approved equal.

Form coating shall be a non-grain-raising and non-staining type that will not leave residual matter on the surface of the concrete or adversely affect bonding to concrete of paint, plaster, or other applied materials.

III. EXECUTION

A. Erection:

All concrete above grade shall be cast-in-plywood forms.

All concrete below grade shall be cast-in-plywood or sawed lumber forms.

Concrete below grade may be poured directly against earth in open trenches where specifically approved by the Structural Engineer.

All forms shall be constructed true to line and level, sufficiently tight to prevent leakage of mortar, and shall conform exactly to the dimensions of the finished concrete as shown on the drawings.

In walls and columns over 8' high, clean out panels shall be provided at the bottom of forms to facilitate cleaning prior to pour.

Where studs in formwork are spaced not over 12" o.c., 5/8" minimum plywood shall be used. Where studs are spaced not over 16" o.c., 3/4" minimum plywood shall be used.

For cheek walls Contractor shall form and pour all stairs first. Cheek walls shall be formed and poured after acceptance of the step construction. Cheek walls shall be a minimum of 10" wide.

Place long dimension of plywood sheets perpendicular to direction of studs.

B. Removal of Forms:

Do not disturb or remove forms until the concrete has developed sufficient strength to safely sustain its own weight and the superimposed loads above. After concrete is placed, the following minimum time periods shall elapse before the removal of forms:

	<u>Forms</u>	<u>Shores</u>
Sides of walls and edges of slabs and footings.	3 days	5 days

End of Section

SECTION 03200 - CONCRETE REINFORCEMENT

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC) latest edition apply except as modified herein.

A. Work Included in this Section:

Bundle reinforcement and tag with suitable identification to facilitate sorting and placing.
Store all reinforcement to protect from rust, oil, dirt, and splash.

B. Related Work Specified Elsewhere:

Concrete formwork: Section 03100
Cast-in-Place Concrete: Section 03300
Miscellaneous Metals: Section 05010

C. Quality Assurance:

Material quality standards and testing procedures shall be in accordance with the American Society for Testing Materials, hereinafter referred to as "ASTM". All ASTM standards and testing procedures shall be the latest requirements.

Fabrication and installation of reinforcing steel shall be in conformance with the Manual of Standard Practice for Detailing Reinforced Concrete Structures ACI 315.

Tests and Inspections:

Tests and inspections shall be made by a testing laboratory approved by the Structural Engineer.

The cost of sampling and testing required by these Specifications shall be borne by the Owner.

Sampling of reinforcing steel shall be done by a representative of the testing laboratory.

One tensile and one bend test shall be made of each ten tons or fraction thereof for each size reinforcing steel bar #5 and larger. These tests shall be performed only if required by the Test and Inspection Request Form prepared by the Structural Engineer.

Prepare and distribute copies of test reports to City Engineer.

Additional tests shall be made when and as directed by the Structural Engineer. Costs of test shall be borne by the Contractor.

D. Submittals:

The Contractor is not required to submit placing drawings for approval. All reinforcing will be checked in its installed position.

II. PRODUCTS

A. Materials:

Reinforcing steel bars shall be of the Intermediate Grade conforming to ASTM A615, Grade 40, and shall be rolled from new billets. All bars shall be identified by mill. heat numbers.

Steel reinforcing bar supports shall be CMU support (ADobi@) blocks with attached wire ties or approved equal.

Tie wire shall be 16 gauge annealed wire.

Welded wire fabric shall conform to ASTM A-185.

B. Fabrication:

Fabricate bars of indicated size. Accurately form to shapes and lengths indicated by methods not injurious to the materials. Do not heat reinforcement for bending. Bars with kinks or bends not scheduled will be rejected.

III. EXECUTION

A. Placing:

Coordinate all work with other trades.

All bars shall be as shown on the drawings, accurately placed and wired in position by 16 gauge annealed wire. Tie stirrups to bars at both top and bottom. Bend wire ties away from forms.

Maintain proper distance and clearance between parallel bars and forms. Provide metal spreaders and spacers to hold steel in position as necessary.

Support steel at proper height upon approved support system, transverse steel bars with hangers, or in other manner as necessary to accurately place and secure bars. Maintain clear spacing between parallel bars of not less than 1.2 times the bar diameter, but in no case less than 1.2". Lap and splice bars in the manner and at the locations shown on the drawings.

Bars on footings or slabs on grade shall be supported on concrete blocks. Reinforcing steel in beams and suspended slabs shall be supported on steel chairs.

Provide additional reinforcing bars at sleeves and openings.

Before placing reinforcing and again before concrete is placed, clean reinforcement of loose mill scale, oil or other coating that might destroy or reduce bond.

Splices shall be made with a lap of 30 bar diameters unless noted otherwise.

End of Segment

SECTION 03300 - CAST-IN-PLACE CONCRETE (VERTICAL ELEMENTS)

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSWC) latest edition apply except as modified herein. Available through *Building News Publications*, Telephone #: (714) 517-0970.

A. Related Work Specified Elsewhere:

Concrete formwork.
Concrete reinforcement.
Concrete specialty - Shotcrete.
Miscellaneous Metals.

B. Quality Assurance:

Material quality standards and testing procedures shall be in accordance with the American Society for Testing Materials, hereinafter referred to as "ASTM". All ASTM standards and testing procedures shall be the latest requirements.

All tests shall be made by a testing laboratory acceptable and approved by the City Representative.

The cost of sampling and testing concrete required by the specifications shall be borne by the City.

One mechanical analysis and one decantation test shall be made of the sand and coarse aggregate proposed for the work.

Concrete specimens shall be taken when directed by the City Representative. At least one pair of specimens shall be taken from each pour of concrete or from each one-hundred cubic yards of concrete or major fraction thereof. One cylinder from each pair shall be tested at 7 days. One from each pair shall be tested at the age of 28 days. Concrete for specimens shall be taken from place of deposit. Specimens shall be prepared and tested in accordance with the latest ASTM specifications.

Additional tests shall be made when and as directed by the City Representative. Cost of additional tests shall be borne by City.

Defective Concrete:

Should concrete strengths not attain the minimum specified at 28 days, the area of substandard work shall be examined by the City Inspector. The defective concrete shall be removed and replaced or the work shall be strengthened in a manner as directed by the City Inspector.

The cost of all examination and testing of defective material, as well as corrective measures, shall be borne by the Contractor.

C. Record Drawings:

The Contractor shall provide record drawings that accurately locate embedded utilities and components when they are concealed from view.

The cost of all examination and testing of defective material, as well as corrective measures, shall be borne by the contractor.

II. PRODUCTS

A. Materials:

All concrete for the project shall have a minimum ultimate compressive strength at 28 days of 3,500 psi.

Portland Cement shall be Type II, low alkali, and shall conform to ASTM C150.

Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded and selected from a source that has a proven history of non-reactivity and shall conform to ASTM C 289. Maximum aggregate size shall be one (1) inch.

Fine aggregate shall consist of washed natural sand having hard, strong and durable particles and which does not contain more than 2% by weight of clay, loam, shale, alkali, organic matter or other deleterious substances.

Coarse aggregate shall consist of clean, hard, fine grained, sound crushed rock or gravel, which does not contain more than 5% by weight of flat, chip-like, thin, elongated, friable or laminated pieces. Any piece having a major dimension in excess of two and one-half (2 2) times the average thickness and which will adversely affect the strength of the concrete shall not be used.

Water shall be clean and free from deleterious amounts of acids, alkalis, and organic materials.

B. Proportions and Mixing:

The concrete shall be composed of cement, sand and coarse aggregate in the proportions as determined by the testing laboratory.

The water/cement ratio shall be a maximum of 0.48.

Maximum slump of concrete shall be four (4) inches. The concrete shall be mixed as directed herein:

Each transit mixer shall be equipped with automatic devices for recording the number of revolutions of the drum prior to completing the mixing, with peripheral drum speed of approximately 200 feet per minute.

Transit-mix concrete shall be mixed for a period of not less than ten minutes. At least three minutes of the mixing period shall be immediately prior to discharging at the job.

Transit-mix concrete shall not be delivered to the work site with the total specified amount of water incorporated therein. Two gallons of water per cubic yard shall be withheld, and may be incorporated in the mix, before the concrete is discharged from the mixer truck.

Transit-mix concrete shall be rejected if not placed in final position within ninety (90) minutes after water is first added to the batch. The concrete, at time of placing, shall be in such condition that it can be properly placed.

Concrete shall be air-entrained by use of an approved admixture to provide an air content of 5-1/2% ∇ 1%.

Submit mix design for review by City.

III. EXECUTION

A. Placing of Concrete:

Before the placing of any concrete, all forms shall be thoroughly cleaned and wet. Concrete shall be poured into forms immediately after it is mixed, and so that no separation will occur. No concrete which has stood for more

than fifteen (15) minutes after leaving the mixer shall be used. Concrete shall be rejected if not placed in final position within ninety (90) minutes after water is first added to the batch.

All forms and reinforcement to be inspected prior to pour by City Representative.

Sandblast all surfaces on which concrete is to be placed. City Representative to approve a 24" square sample.

Maximum free drop of concrete shall not be more than 5'-0". Use tremies in deep sections.

The location of all stoppages shall be approved by the City Representative.

The flow surface of the freshly poured concrete shall be level wherever any pour is stopped and tight dams shall be built as necessary to accomplish this result. Construction joints shall be made only when unavoidable, and then only at the point determined by the City Representative. Details of such joints shall be as directed by the City Representative.

Before the placing of any concrete, the surface of the previously poured concrete shall be wet.

End of Section

SECTION 03310A - CONCRETE

I. GENERAL

The provisions of Title 24 CCR 1991 Edition, except as modified herein.

A. Work Included in This Section:

Exterior walks and slabs, as shown on drawings.
Forms.
Reinforcing steel and wire mesh for concrete.
Cement finish, joints, saw cuts and patching.
Wall footings and building foundations.
Footings for fence post.
Setting of items to be inserted into concrete.
Curing.
Testing.
Miscellaneous concrete items.

B. Related Work Specified Elsewhere:

Concrete finishes - Section 03350.

Furnishing and determining location of items to be inserted into concrete.
Subgrade preparation.
Aggregate base - Earthwork & Grading - Section 02200.
Miscellaneous Metals.

C. Standards:

Testing, materials and workmanship shall conform to the requirements of the Standard Specifications and the applicable Building Code. The most stringent requirement shall apply.

II. MATERIALS

A. Reinforcing Steel and Wire Mesh:

Reinforcing steel shall conform to Section 201-2.2 of the Standard Specifications and shall be Grade 40.

Wire mesh shall conform to Section 201-2.4, Standard Specifications.

B. Portland Cement Concrete:

All materials shall conform to the requirements of Title 24 Part 2 Chapter 26 CCR.

C. Crack Joint Control:

Shall be "Quick Joint" or approved equal. Submit samples of preformed materials for approval of the Agency Representative.

D. Curing Compound:

Type 1 per Section 201-4, Standard Specifications.

E. Concrete Formwork:

Tie wire: Black annealed, not lighter than No. 12.

Forms shall be constructed of approved materials. Lumber for studs, wales, and other structural components shall be No. 2 or better Douglas fir, SISIE, or S4S, not less than 2" in nominal thickness. Plywood shall be Plyform, Grade B-B, either exterior or interior type conforming to Commercial Standard CS45-48 for Douglas fir plywood, not less than 5/8" in thickness when used without sheathing and of any standard thickness when used as a lining.

General. Forms shall be constructed true to line and grade; shall conform to the shape and dimensions of the required concrete and shall be sufficiently tight to prevent the leakage of mortar and sufficiently rigid to prevent displacement or sagging between supports. Forms shall be so constructed that they can be removed without damage to the concrete. Forms for curved surfaces shall be so constructed and placed that the finished surface will not deviate from the arc of the curve, flat spots shall not be permitted.

Approval of Forms and Reinforcement. Forms and metal reinforcement shall be checked and approved by the Engineering or Building Inspector before concrete is placed.

III. EXECUTION

A. General:

All work shall conform to the requirements of Title 24, Part 2, Chapter 26 CCR.

Install concrete and cement finish work true to lines, dimensions and levels, exterior finishes specified on plans.

Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of the Engineer's right to require complete removal of defective work if patching does not restore quality and appearance of work.

No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

Any site furnishings, such as benches, fountains, etc., shall be installed prior to placing any surrounding slab. Sleeves may be used upon approval of shop drawings by Agency Representative.

B. Miscellaneous Items of Concrete Work:

The Contractor shall thoroughly study the plans to determine the extent of concrete curbs, gutters, and mowing strips, all of which shall be included in the work of this Section.

The Contractor shall thoroughly study the Mechanical and Electrical plans to determine the extent of the following and similar items of concrete work which may occur, all of which shall be included in the work of this Section (unless otherwise specified):

- Valve or yard boxes (except pre-cast).
- Foundations or bases for mechanical and electrical equipment.
- Concrete pads for exterior cleanouts.

Where structural details for the minor structures listed above are not complete, the walls, floors and covers shall be 6" in thickness and reinforced with 3/8" round bars, 6" on centers both ways in center of the members.

The Mechanical and Electrical subcontractors shall provide the Contractor with detailed information concerning the location, size and elevation of any and all of the items of the work listed above. They shall also provide all anchor bolts and other inserts that may be required and shall check the setting thereof prior to the pouring of concrete.

C. Cement finish:

Compact and tamp concrete as specified to bring 3/8" of mortar to surface, wood float to straight edges and screeds, and apply following finishes. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply following finishes until surface water disappears and surface is sufficiently hardened. Remove any bleed water and laitance as it appears.

D. Slabs and Walks:

1. Broom Finish:

Apply steel float finish as specified hereinbefore. While surface is still sufficiently soft, apply broom finish using approved wire broom. Apply finish perpendicular to direction of traffic.

2. Formed Concrete Stairs and Landings:

Form angles neatly and run nosings straight and level to template. Cut risers back as shown. Apply abrasive finish on treads and landings, and give risers a burnished monolithic trowel finish.

3. Expansion joint materials shall be the non-extruding and resilient type consisting of premolded stripe of a durable resilient compound composed of mineral or vegetable matter or a stable mixture of these elements. The surface of the previously constructed concrete shall have a trowel coat of an approved bituminous cement. The filler shall extend to the bottom of the slab and shall be approximately 1/2" below the top of the finished surface. The filler strip shall be secured to insure against movement during placing of the concrete. Adjacent strips shall be clipped together to insure continuity and to avoid the possibility of the concrete getting into the expansion joint space. Before the pavement is opened to traffic, the groove above the filler shall be cleaned and then sealed with an approved joint sealing compound, in accordance with paragraph for "Caulking" below.

E. Location of Expansion and Control Joints:

Locate expansion and control joints to least impair the strength and appearance of the structure. In no case place an intersecting construction joint in such a way that two intersecting walks are separated by a construction or control joint at the point of intersection. Transition curves shall be part of a continuous pour of the intersection slab. Expansion joints shall be a maximum of 20 feet apart, with control joints a maximum of 10 feet apart. Exception to this are specialty work joints which will be laid out as shown on the drawings. Contractor shall obtain Agency Representative's approval of layout showing proposed location of joints before pouring concrete.

F. Caulking:

Caulking of expansion joints where called for on drawings, shall be done with a non-tracking, multi-part flow type, self-leveling, polyurethane sealant manufactured by Chem-Seal, W.R. Grace, 3-M or approved equivalent. Color shall be medium gray. Caulking shall be done by an experienced applicator in a workmanlike manner, in smooth straight runs, after thoroughly cleaning and priming joints. All work shall be done in strict accordance with manufacturer's printed recommendations. Do not permit traffic to travel over sealed joints until sealer has fully cured.

G. Curing:

All concrete slabs on grade shall be covered within 24 hours after troweling with a strong waterproof, non-staining, 2-ply kraft paper with an asphalt membrane in the center, reinforced with crossed fibers embedded in the asphalt. The paper shall be lapped 3 inches at the joints and sealed at joints and edges in an

approved manner. The paper shall remain in place until removal is authorized. Heavy boards shall be provided when necessary to protect the paper and slabs from damage by other construction work.

IV. QUALITY CONTROL

A. Smoothness Tolerance:

Interior and exterior cement finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10' straight edge laid in any direction, with an allowable tolerance of 1/8 inch. Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the Agency.

B. Inspections:

Inspections will be provided as necessary. Call for inspection two (2) working days prior to need.

The Contractor shall call for inspection during specific phases of construction. They shall include:

All form work prior to pouring.
All footings prior to pouring.
Subgrade prior to pouring.

Contractor shall notify the Engineer twenty-four (24) hours prior to pouring any concrete.

Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

C. Testing:

Tests required. Compression tests of concrete shall be made as required by Title 24 CCR (refer to Section 01410-01420) tests of any grade of concrete shall be made whenever the quantity of that grade used in the project exceeds 25 cubic yards. At least two identical cylinders of each grade of concrete shall be taken of each 100 cubic yards of concrete or fraction thereof placed in the work. The cylinders shall be tested in a testing laboratory and test reports submitted to the Engineer.

Storage of test cylinders on the site and after delivery to the testing shall be in accordance with A.S.T.M. Designation C31.

All concrete not covered by the Building Code will be tested according to Standard Specifications.

Should the strength by test fail, the mix shall be adjusted so that the resulting concrete will comply with the minimum requirements, and all additional expense resulting from such adjustment shall be borne by the Contractor. Further, should the strength of any grade by test fall below minimum, concrete from the defective pours which is in place may be tested by the core method, and if such tests show the concrete to be defective, the concrete shall be removed and replaced or adequately strengthened as required under the governing Code; and all expenses involved shall be borne by the Contractor.

End of Section

SECTION 03350 - CONCRETE FINISHES

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC) latest Edition apply except as modified herein.

A. Scope:

Furnish materials and perform labor required to execute this work as indicated on the drawings, as specified, and as necessary to complete the Contract, including, but not limited to, these major items:

Finish of all concrete.
Curing of flatwork.
Sealers.

B. Related Work Specified Elsewhere:

Formwork.
Reinforcement.
Curing vertical surfaces.
Patching and repair of formed surfaces.

C. General Requirements:

1. Field Conditions.

Verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces.

This section supplements Concrete, Section 03310.

Finish all surfaces to present a uniform appearance throughout the area involved, and throughout adjacent areas with the same treatment.

Where finishing occurs adjacent to finished metal or other finished surfaces, particularly where serrated or indented, remove all traces of cement film before it hardens. This applies particularly to stair nosings and similar items.

2. Samples.

In accordance with Section 1.34, submit duplicate samples of proposed finishes requested by the Architect; sizes as directed. Finished work shall match samples as approved by Architect.

II. MATERIALS

A. Portland Cement:

Per Section 03300.

B. Aggregates:

Per Section 03300.

C. Water:

Per Section 03300.

D. Concrete Surface Retarder:

Form Grade Concrete Surface Retarder, by L.M. Scofield Co., 323/720-3000, or other approved by Architect.

E. Curing and Protection Paper:

Sisalkraft Orange Label or other conforming to ASTM C171, as approved by the Architect.

F. Color and Hardeners:

"Lithochrome" color hardener, by L.M. Scofield Co., or approved equal.

G. Divider Strips Embedded in Concrete Finish:

One piece extruded zinc alloy strips of the type and size required by Duggan Manufacturing Co., Los Angeles, or approved equal.

H. Slip Resistant Additive:

"Emerchrome" floor hardener, by L.M. Scofield Co., or approved equal.

I. Expansion Joint Sealer for Use Except Where Sealants Specified Under Caulking and Sealants are Required:

"Igas Joint Sealer", by Sika Chemical Corp., or other approved by the Architect.

J. Curing and Hardening Compound:

For use on finish indicated to be left exposed. Material shall contain a fugitive dye. Approved products include West "Concrete Floor Treatment", Upco "Polyclear", Hunt "MD7C", Tock Bros. "Cureetox", and Sonneborn "Kure-n-Seal".

K. Sealer:

Hunt "MD-7C", Sonneborn "Kure-n-Seal", or Upco "Polyclear". Apply in accordance with manufacturer's recommendations.

III. EXECUTION

A. Floating:

Bring slabs to proper level, using screeds and strikeoff with a straightedge. Remove excess water and laitance. Compact by rolling with weighted rollers and by tamping with grid tampers. Float with power rotary floating machine. Thoroughly hand tamp areas not accessible for rolling. Float areas not accessible for power floating by hand, using a wood float. Test surface with a 10' straightedge, and eliminate high and low spots of 1/8" or more. Cumulative tolerances are not allowed.

1. Screeds.

Of such type and construction, and so spaced and located as to provide surface tolerances specified. Use continuous screeds to provide surface over which to drag straightedges. Refer to requirements under Concrete Section which apply to this work.

B. Metal Divider Strips:

Where concrete floors finish against other materials, set combination screed and divider strip, secured in place and protected by shores until concrete on opposite side is installed. Insure that top of screed is at the exact required relationship with the top of the two finished surfaces to finish flush.

C. Embedded Items:

Set items as exact required elevations, level and in proper relationship to other work. Where items have a drainage function, insure that slabs slope to them properly. Adjust finish work to properly connect and fit to other work.

D. Defective Finishing:

Finish which is not true to line and plane, which is not thoroughly troweled and properly surfaced as required, which varies in excess of requirements along a 10' straightedge, which scuffs or has a rough top surface (except where required), which does not connect properly to adjoining work, which does not slope to drains, which does not match approved samples, or is not properly cured, will be deemed defective. Remove and replace with proper work and material conforming with contract requirements, and to limits directed by the Architect.

E. Protection:

Protect all finished work from damage by impact or from building rubbish. Protect work of others from damage by this work. Protect exposed slabs and slabs which receive applied coatings from soiling from foot traffic and subsequent work performed after finishing; use protective paper cover hereinbefore specified. Maintain protection in effective condition as long as the need exists. Control the use of water within the building so that no damage to previously installed work or existing structure and finish occurs.

F. Markings:

At expansion joints and elsewhere as indicated on the drawings, provide markings with a rounded edging or marking tool to a 1/4" radius.

In textured work, edge and mark with a combination edging and smoothing tool approximately 1 2" wide.

Where so indicated, or where required tooled markings may have been inadvertently omitted, provide markings cut into surface of cured concrete with a diamond abrasive saw. Properly coordinate this work with the work of other trades in order to avoid damage to adjacent surfaces. Unless detailed otherwise, cut sawed markings 1/8" wide by 3/4" deep.

Make marking lines straight or curved where required by the drawings, equally spaced and parallel to adjacent lines or walls, edges and other construction, and of uniform depth and cross section, with intersections accurately formed.

G. Bases:

Provide cement base where indicated. Mix: Two parts fine aggregate to one part Portland cement with a minimum amount of water to make a relatively dry mixture. Shape all work true to detail.

H. Schedule of Finishes:

The applicator of process concrete finishes must examine the substrate and the conditions under which work is to be performed and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with the work until satisfactory conditions have been corrected in a manner acceptable to the applicator.

Comply with air pollution and safety regulations of governing authorities.

Protect adjacent materials and finishes from dust, dirt, and other surface or physical damage during finishing operations. Provide all protection as may be required and remove from site at completion of the work.

Float finish all slab surfaces which are to receive trowel finishes and other surface or physical damage during finishing operations. Provide all protection as may be required and remove from site at completion of the work.

Float finish all slab surfaces which are to receive trowel finishes and other finishes as specified and noted on drawings. After screeding and consolidating slabs, begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Hand-float in areas inaccessible to power units. Check and level surface plane to a tolerance not exceeding 1/8" in 10' when tested with a 10' straight edge. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

1. Slab Finishes:

a. Steel Trowel Finish:

Same as monolithic trowel finish, except omit burnish troweling. Apply on garage floor surfaces.

b. Wood Float Finish:

Float to screeds. When ready, finish with wood floats to a uniformly textured surface. Apply on surfaces to receive waterproofing membranes, resilient floorings, carpet and wood flooring.

c. Sweat Trowel Finish:

Same as steel float finish, except perform last troweling with circular motion and slight lifting of trowel to produce uniformly swirling nonslip finish. Apply on exposed floors in mechanical equipment rooms and spaces.

d. Rough Finish:

Float to screeds. When surface water disappears, roughen surface in two directions with stiff wire brooms or garden rakes. Apply on slabs to receive mortar underbeds.

e. Abrasive Finish:

Same as steel trowel finish. Just before final troweling, uniformly apply abrasive aggregate at minimum rate of 1/4 pound per square foot, and lock into cement matrix with last troweling. Lightly brush green, set concrete surface to expose grains and remove cement film. Apply on all concrete stair treads and landings. **A medium broom finish to all paving unless otherwise specified.**

f. Broom Finish:

Provide a rough broom finish on all slabs scheduled to receive a ceramic tile floor on setting bed.

g. Steel Trowel Finish:

Provide steel trowel finish to all concrete surfaces as noted on drawings and hereinafter specified.

After concrete is sufficiently hardened to prevent drawing moisture and fines to the surface, finish trowel in two operations. Perform first operation with a power rotary trowel until matrix no longer accumulates on the trowel. Do not use cement, sand, or a mixture

thereof to absorb excess moisture and do not add water to facilitate troweling. Perform second troweling until there is a distinct ringing sound under the trowel and a smooth, hard-burnished surface is obtained. Use liquid curing membrane.

Location: Under resilient flooring, wood floor, carpet, thin set tile and at all interior exposed floors not otherwise indicated.

Sealing: Just prior to final inspection, those floors which will be left exposed shall be scrubbed with detergent and water using a mechanical scrubber. Apply Sonneborn "Son-No'Mar" or equal product approved by the Architect, in accordance with manufacturer's recommendations. Provide manufacturer's 5 year guarantee against dusting.

h. Colored Concrete:

Where indicated on drawings, exposed concrete floors shall receive a colored and slip resistant finish. Color shall be of the dry-shake type, applied in strict conformance to manufacturer's instructions. A non-slip aggregate (natural aluminum oxide) shall be applied to the colored concrete surface while still in its plastic state. Application shall be compatible with coloring material and be applied per manufacturer's instructions. Color to be selected by Architect from manufacturer's standard palette.

i. Exposed Aggregate Concrete, Rock Salt Finish Concrete:

Aggregate or rock salt finish concrete shall refer to paving as indicated on the drawings.

Sample: Contractor shall provide one (1) foot square samples of the specified paving for approval by the Agency Representative. An approved sample shall be maintained by the Agency Representative and used as a comparison to installed work. Work which does not conform to the samples shall be removed and replaced at no additional cost to the Agency.

Slab Thickness: 4" minimum.

Aggregate shall be 1/4" to 3/8" size San Gabriel pea gravel. Submit samples for approval to Landscape Architect before construction.

(1) Aggregate Paving Installation:

Finish surface to grade and cross-section with steel trowel to produce an even surface.

Score lines shall be made with a 1/8" radius jointing tool. See drawings for locations of score lines. Edge lines at existing sidewalk, paving edges, and at expansion joints shall be made with a 1/4" radius jointing tool.

Allow to set up 2-4 hours, depending on weather conditions.

Brush surface with a stiff broom and water, to wash all cement off the surface aggregate and expose it without dislodging the aggregate.

Surface to present an even appearance with only top of aggregate exposed and interstices free of pits and washouts.

In approximately one week, clean surfaces with diluted muriatic acid wash and then rinse.

Vertical exposure of aggregate shall exceed 1/16".

Aggregate coverage of the finished surface shall be 90%.

(2) Rock Salt Finish Installation:

(a) Salt:

Coarse and/or extra coarse rock salt, not pellet form.

(b) Application:

100 pounds per 600 square feet. Spread coarse rock salt first and tamp into concrete, then apply extra coarse rock salt and tamp into the concrete. Do not spread both sizes of rock salt in one application. (Indicate percentage of each size of rock salt to be used.) Concrete finish shall be sweat-trowel finish before applying salt.

(c) Curing:

On plain concrete use Hunt's TLF. On colored concrete use color wax recommended by manufacturer of color additive used in the concrete.

(d) Non-Slip Aggregate Finish:

All handicapped ramps shall be given a medium rough rotary trowel finish.

End of Section

SECTION 04200 - MASONRY

I. GENERAL

All materials and work shall conform to the Standard Specifications for Public Works Construction (SSPWC) latest edition, Sections 201 and 303, except as modified herein.

A. Scope:

Furnishing and installing concrete masonry units.

Protective measures for the prevention of damage to completed masonry and other work.

Removal of and disposal of surplus materials, debris, dirt, stains, etc., caused by the work, leaving the premises and all finished surfaces clean.

Setting and incorporating steel reinforcing into the masonry.

Setting and incorporating of steel inserts supplied by other trades.

B. Related Work Specified Elsewhere:

Footing Concrete: Section 03300.

Waterproofing: Section 07120.

II. PRODUCTS

A. Steel Reinforcement:

Steel reinforcement shall conform to Standard Specifications, Section 201-2.

B. Masonry Units:

Hollow masonry units shall be precision block that conform to Section 202-2.1.1 of the Standard Specifications, compressive strength as required by structural drawings.

Block dimensions shall be as indicated on plan and color shall be .

All block shall be from same run. Cement, water, reinforcing steel shall conform to applicable sections of these specifications.

Mortar for masonry units shall conform to Section 202-2.1.2 of the Standard Specifications, and shall be colored to match the block.

Grout for masonry units shall conform to Section 202-2.1.2 of the Standard Specifications.

Samples. Submit samples of block to Agency Representative for approval.

III. EXECUTION

A. Masonry:

Construct a 4' x 4' sample panel for Agency Representative's approval.

Work shall conform to Section 303-4 of the Standard Specifications, except as modified herein.

Masonry units shall be laid as reinforced filled cell hollow unit masonry. Block shall be laid in running bond with 2" full mortar bed on all face, shells, and on webs at cells to be filled. Vertical faces of head joints shall be buttered to a depth of 1 2" minimum from each side and all joints shall be shoved tightly so that the mortar bonds well to both blocks. Furrowing of the mortar will not be permitted. All cells containing reinforcement shall be completely filled with grout or concrete using an aggregate consistent with the size of the cell. Where dowels do not occur in the same cells as the vertical wall reinforcement, grout cells at dowels to the same height as the dowels. Where block cutting is necessary, it shall be done with a motorized masonry saw. Refer to details to ascertain where smooth face blocks are required. (Where required on plans, grout all cells.)

1. Steel Reinforcement.

Keep all reinforcement 2" clear (minimum) of all surfaces to permit the grout to fully surround the reinforcement. See plans for placement of steel.

2. Joints.

Nearly as possible of uniform thickness, 2" thick horizontal joint at block, head joints may vary. All interior and exterior horizontal and vertical joints tooled with slightly concave profile.

3. Curing.

Keep masonry moist continuously for a minimum of 3 days after being laid.

4. Partial Blocks:

Saw cut all partial concrete blocks required for this construction.

B. Defective Workmanship and Materials:

All work which does not conform to the requirements of the specifications shall be deemed defective and shall be removed from the site, or shall be strengthened and/or replaced as directed by the Agency Representative.

C. Cleaning:

At the completion of masonry work, thoroughly clean all masonry walls and leave interior and exterior surfaces of walls free from mortar and other stains. Remove all scaffolding and equipment used in the work. Clean up all debris, refuse and surplus materials and remove them from the premises.

End of Section

SECTION 05010 - MISCELLANEOUS METALS

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC) latest Edition, Sections 206 and 210, apply except as modified herein.

A. Scope:

Furnish materials and perform labor required to execute this work as indicated on the drawings, as specified, and as necessary to complete the Contract, including, but not limited to, these major items:

Shapes, sleeves, anchors, connectors, plates, backing plates, supports and fastenings required, but which are not specified in other sections.
Steel tube fences and gates.
Woven wire panels and gates.
Vehicle access gate and chains.
Channel jambs for wood gates.
Prime coating ungalvanized steel items.
Welding.

B. Related Work Specified Elsewhere:

Setting of items to be embedded in concrete.
Finish hardware for trash area wood gates - Finish Hardware, Section 08710.
Prefabricated metal items - Pertinent sections.

C. General Requirements:

Field Conditions. Verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces. Report to the Agency Representative all conditions which prevent proper execution of this work.

Shop Drawings. Submit six (6) sets in accordance with Sections 01340 and 05120, showing in complete detail all information required for fabrication, finishing and installation of this work.

Codes. Materials and work shall conform to the governing Building Code. In case of conflict between these specifications and the Building Code, the more stringent shall govern.

General. Examine all drawings and specifications and include all miscellaneous metal which is specified in other sections. Provide all connections, anchors, bolts, and other fastenings as required. Do all cutting, punching, drilling and tapping required for proper assembly of the work.

Delivery. Insure that items to be set in concrete or masonry are delivered at the proper time.

II. EXECUTION

A. Steel Shapes:

Conform to ASTM A36.

B. Steel Pipe:

Conform to ASTM A53, Grade B.

C. Malleable Iron Castings:

Conform to ASTM A47.

D. Welding Rods:

Conform to requirements of AWS for intended use.

E. Galvanizing:

Conform to ASTM A123.

F. Bolts, Nuts, Screws:

Conform to ASTM A307, Grade A.

G. Steel Plate:

Conform to ASTM A283, Grade A.

H. Steel Tubing:

Conform to ASTM A501.

I. Bars, Flats, Rounds:

Conform to ASTM A36, standard grade mild steel.

J. Paint-Shop Prime Coat for Ferrous Metal:

"X-60 Red Bare Metal Primer," "769 Damp-Proof Red Primer," or "960 Zinc Chromate Primer," as manufactured by Rust-O-Leum Corporation, or Themec #99 Metal Primer.

K. Touch-up for Galvanized Surfaces:

All State #321 Galvanizing Powder (30% tin, 30% zinc, 40% lead and flux).

L. Miscellaneous Material:

As indicated or specified.

M. Shop Prime Coat:

Ferrous Metal. Properly clean and prepare for painting in compliance with the paint manufacturer's instructions and apply one shop coat of material of the type specified. Thoroughly and completely cover all exposed surfaces as well as surfaces concealed after assembly. Apply primer by brush or spray gun, as best adapted to the paint material and surface conditions. Allow primer to become dry and hard before handling. Apply second coat primer to 1 mil minimum dry coat thickness and touch up after installation and leave in proper conditions to receive finish coats.

N. Galvanizing:

Galvanize all exterior items and those interior items so specified or indicated on plans. Use the hot dip process, conforming ASTM A123. Galvanizing shall be done after fabrication.

Average weight of zinc coating per square foot of actual surface: Not less than 2.0 ounces, with no individual specimen showing less than 1.8 ounces. (One ounce of zinc corresponds to a coating thickness of 0.0017 inch.)

O. Fabrication:

Using skilled mechanics, form and fabricate items of work as indicated and as required to meet installation conditions. Make provisions to connect with or receive the work of other trades.

Unless otherwise indicated weld or bolt connections between members. Where possible, conceal connections in the finished work. Where exposed screw fastenings are required, use phillips ovalhead screws to match parent material. Fit or miter exposed joints to hairline tolerance or use welded joints. On finished surfaces, grind all welds smooth and flush with base metal.

Bend pipe or tubing without collapsing or deforming the walls, and so as to produce a smooth uniform curved section and maintain uniform sectional shape.

Where items are to be embedded in concrete or masonry, provide welded-on anchors or lugs as indicated or required.

P. Items Embedded in Concrete:

Provide bolts, eyebolts, dowels, anchors, plates, inserts, and other miscellaneous items that are to be installed in forms before concrete pouring, or for building into masonry, as indicated. Examine and check the drawings for the number type and location of such items.

Q. Installation:

Install all items plumb, level and square, securely and rigidly attached to supporting construction and as detailed.

R. Description of Items:

Those items which are standard or stock design which are sufficiently detailed or described on the drawings to permit their fabrication and installation are not covered herein even though they may be included in the scope.

Channel jambs for wood gates, straps, anchors and plates for timbers.

1. Wire mesh panels and gates:

All galvanized and conforming material and manufacturing standards of Acorn Wire & Iron Works.

Fabric: 1-1/2" diamond mesh; 10-gauge.

Frames:

For toilet room enclosures in restroom building: 1-1/2" X 3/4" X 1/8" closed channel type.
Clinch wire thru channels for each panel.

For gable end clerestory panels in restroom building and service building: 1-1/2" X 3/4" X 1/3" channels; clinch wire through channels for each panel.

Hardware: Provide galvanized track for horizontal sliding gate, bolts, mortise-type locks (less cylinders) and all other required operating hardware, as shown on shop drawings and details.

All steel shall be hot dipped galvanized in sections, after fabrication.

2. Iron Grating & Frame:

Shall be Neenah Foundry Co. #R-4999-AX Bolted Trench Drain of cast iron, as detailed or equivalent by Campbell or McKinley. Grate type "P" with Perma-Grip surface.

3. Vehicle Access Gate:

Shall be of galvanized standard pipe as detailed on drawings with pipe cap ends welded on. All welds shall be ground smooth and assembly shall be hot-dip galvanized after fabrication.

4. Chains:

Shall be galvanized and as detailed on drawings.

5. Welding:

All welding shall conform to requirements of the Committee for Standard Tests for Welds of the American Welding Society. All welding shall be electric arc process. Welds exposed in finish work shall be filled out flush, ground and dressed. Welders for structural shall be certified.

6. Inspection of Welding:

Inspection of all welding shall be done under the direct supervision of an approved and licensed welding inspector. Steel fabricator shall notify the welding inspector prior to and shall not commence any welding without the welding inspector present. The Agency Representative shall be furnished a report by the welding inspector verifying that the welds conform to the drawings and specifications. (See Inspector of Work - Section 01420.)

End of Section

SECTION 05100 - STRUCTURAL METAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC) latest Edition apply except as modified herein.

I. GENERAL

A. Related Work Specified Elsewhere:

Concrete Reinforcement: Section 03200.

Masonry Reinforcement: Section 04200.

B. Work Furnished but Installed by Others:

Furnish connections and connectors necessary for the completion of the work of other sections of these specifications.

C. Quality Assurance:

Material quality standards and testing procedures shall be in accordance with the American Society for Testing Materials, hereinafter referred to as ASTM. All ASTM standards and testing procedures shall be the latest requirements.

All fabrication and erection of steel work shall be in conformance with the requirements of the American Institute of Steel Construction (AISC).

All welding and built-up welded members shall conform to the requirements of the American Welding Society (AWS).

Tests and Inspections: See Section 01410.

Tests and Inspections shall be made by a testing laboratory approved by the Structural Engineer.

The cost of sampling and testing shall be borne by the Agency.

One tension and one bend test shall be made for each size and shape of steel designated in the Test and Inspection Request Form.

Prepare and distribute test reports as required by Section 01410.

Additional tests of material shall be made when, and as directed by the Structural Engineer. Cost of these tests shall be borne by the Agency.

Inspection of welding designated on the Test and Inspection Request Form shall be made by an Inspector approved by the Structural Engineer who shall certify that the welding is in compliance with these drawings and specifications. The Contractor shall provide access to the work for inspection purposes, and shall notify the Inspector when work is to be performed. The cost of this inspection shall be borne by Agency.

D. Submittals:

Submit shop drawings of work specified herein as required under Section 01340.

Fabrication and/or erection prior to receipt of Structural Engineer's approval is at Contractor's sole risk. All shop and fabrication drawings shall be referenced to the applicable sections or details on the Contract Drawings. Shop drawings not so referenced will be rejected.

II. PRODUCTS

A. Materials:

All structural steel shall conform to the latest ASTM A36.

Pipe columns shall conform to ASTM A53, Grade B pipe.

Rectangular steel tubing shall conform to ASTM A501 and shall have a yield strength no less than 35 KSI.

All bolts shall conform to ASTM A307.

B. Fabrication and Manufacture:

All steel shall be fabricated in accordance with Specifications of the AISC. All workmanship shall be done in a first-class manner.

All welding shall be done by the shielded arc method. All welders shall be properly qualified. Surplus metal shall be dressed off to smooth, even surfaces where welds are exposed to view. All welding electrodes shall conform to AWS E70XX.

C. Painting:

Steel work does not require shop painting.

III. EXECUTION

A. Erection:

Erection shall be in accordance with first class practices, members level, properly aligned and columns plumbed. The Contractor shall provide erection bracing of the steel work to ensure the safety and security of the structure in accordance with California State Safety Codes.

End of Section

SECTION 06100 - ROUGH CARPENTRY

I. GENERAL

A. Scope:

Furnish materials and perform labor required to execute this work as indicated on the drawings, as specified and as necessary to complete the Contract, including, but not limited to these major items:

- Wood structural framing and partitions;
- Roof sheathing;
- Furring and stripping;
- Opening framing and curbs;
- Bridging, blocking, backing, nailers, ledger, bucks and grounds;
- Miscellaneous rough carpentry items as indicated and required for complete installation;
- All rough hardware.
- Pedestrian bridges and rails.

B. Related Work Specified Elsewhere:

Concrete forms work: Section 03100.

C. General Requirements:

Field Conditions. Verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces.

Notes. General notes on the drawings are part of this section.

II. MATERIALS

A. Lumber:

Manufactured, graded and grade-marked in compliance with the following reference specifications and grading rules. Grades and species as hereinafter specified or noted on drawings.

<u>Use</u>	<u>Species</u>	<u>Grade</u>
Miscellaneous nailing strips and blocks embedded in concrete or masonry	Douglas Fir treated with zinc chloride	Grade specified above.

All items above, where used as exposed lumber, shall be of the grade specified but also "selected for exposed use."

B. Rough Cut Lumber:

All lumber referred to on the drawings as "rough cut" or "rough sawn" shall comply with the size and specifications for "full sawn" full dimension lumber, or "standard mill rough" lumber before surfacing four sides to net dimensions of standard finished lumber. Re-sawn or re-manufactured lumber from standard finished lumber sizes is not acceptable.

C. Douglas Fir:

Grade in compliance with one of the following:

"Standard Grading and Dressing Rules No. 16 for Douglas Fir, West Coast Hemlock, Sitka Spruce, Western Red Cedar", by the West Coast Lumber Inspection Bureau.

"1970 Grading Rules", issued by the Western Wood Products Association, Portland, Oregon.

D. Plywood:

U.S. Department of Commerce, Product Standard PSI-177, graded and grade-marked by the American Plywood Association.

E. Bolts:

Conform to ASTM A307, Grade A, square or hexagonal head, sizes and spacing as required by the drawings. All heads and nuts bearing on wood shall be fitted with washers.

Bolts, nuts and washers for use in locations subject to moisture, for outside use or in portions of the structure which are not completely enclosed, or elsewhere as specified or indicated: Galvanize in compliance with ASTM A153.

F. Nails:

Sizes and types indicated, specified or required for the purpose, in compliance with FS FF-N-105A. Unless specified otherwise, use galvanized or aluminum nails for nailing redwood.

Special Purpose Nails. As manufactured by the Independent Nail Corp., Bridgewater, MA, or similar and equal as manufactured by Philstone Nail Corp., Needham Heights, MA, or other as approved by the Agency Representative. Requirements for galvanizing or other types of non-corrosive coating as specified above.

"Screw-Tite" common spiral thread nails.

"Screw-Tite" hardened steel, knurled masonry nails (0.148"-0.177 dia.) masonry nails (0.250" dia.).

Concrete stub nails (0.148" dia.).

Powder-actuated fasteners may be used only where specifically permitted hereinafter, or when subsequently approved, provided all available safety features and guards are used.

Use low velocity equipment, if adequate. Submit detailed list of equipment and type of fasteners for Agency Representative's approval prior to use.

G. Timber Connectors:

Refer to drawings.

H. Miscellaneous Materials:

As hereinafter specified.

I. Lumber Seasoning:

Air or kiln dry lumber of grades better than No. 1 before surfacing to a moisture content not exceeding 19%. Before incorporation of Douglas Fir No. 1 or lower grades into the work, allow all lumber to attain a state of equilibrium with the local atmosphere. Air season all lumber not less than 30 days before covering with finish materials.

If specifications for pressure treating state the maximum percentages of moisture content at the time of treatment, comply with those requirements.

J. Pressure Treatment - Material in Contact with Concrete:

Lumber in contact with concrete or masonry: Either Douglas Fir, Larch or Hemlock pressure treated in compliance with FS TT-W-5711. When treated members are cut to shape or size, perform such cutting or shaping before treatment. Where members are cut after treatment or countersunk for flush installation of bolt heads, paint the cut surfaces with two saturating coats of treating liquid before installation. Studs in contact with concrete floors shall be dipped in treatment solution to a height of 6".

Accepted Treatments:

<u>Preservative</u>	<u>Applicable FS for Formula</u>	<u>Final Retention lbs./cu.ft.</u>
Chromated Zinc Chloride	TT-W-551	0.75
Wolman Salts	TT-W-573	0.35
Acid Cupric Chromate	TT-W-546	0.50
Chemonite	TT-W-571c	0.30

III. EXECUTION

A. Carpentry Installation:

Workmanship. Perform entire work in accordance with the best standards of practices relating to the trade and carefully plan and lay out the required work as required. Properly accommodate the work of other trades. Accurately saw-cut and fit lumber into the respective locations, true to line, grade, and level, as indicated or required, and permanently secure in proper position with spikes, nails, lag screws, bolts, hangers, or other fastenings to make the work substantial and rigid in all parts and connections.

Connections. Make connections between members tight, accurate and secure. Place fastenings without splitting wood; pre-drill when required. Drill bolt holes same size as bolt diameter. Drill holes for lag screws same size as thread root diameter; and counterbore, same depth and diameter as shank. Turn lag screws into place, do not drive. Provide bolts and lag screws with washers under every head and nut bearing on wood. Tighten bolts and lag screws at installation; carefully retighten just prior to closing in or at completion of project.

End of Section

SECTION 07120 - WATERPROOFING

I. GENERAL

A. Scope of Work:

Provide waterproofing as indicated and specified, complete. Principal items of work include the following:

Waterproofing walls below-grade.

B. Standards:

Manufacturer's specifications for installation shall be followed.

C. Types:

Exterior walls below grade. Apply Tremco "Tremproof 50", 60 mils thick, or Toch "Thio-Deck Liquid Membrane", or equal waterproofing membrane.

D. Workmanship:

Employ waterproofing applicator officially listed and approved by manufacturer of materials. Install work in strict accordance with manufacturer's directions for indicated conditions.

E. Preparation:

Surfaces. Clean, dry free of sharp projections, depressions, cracks, or other defects; cracks, voids, or holes in wall surfaces filled with cement grout to provide smooth and solid surfaces; inclines properly graded to outlets.

Inspection. Inspect base surfaces to receive work of this Section accompanied by Landscape Architect's representative and material manufacturer's authorized agents. Report any defective surfaces to Landscape Architect in writing. Starting installation of work constitutes approval and acceptance of base surfaces, and waiver of claim that base surfaces are defective as pertains to guarantee requirements.

II. INSTALLATION

A. Application of Below Grade Membrane:

Apply primers, membrane courses and install expansion joints according to manufacturer's specifications.

III. MATERIALS

Deliver materials in original packages bearing manufacturer's label.

A. Guarantee:

Furnish a written guarantee, form as stipulated in Section "Special Conditions", for a period of one year from date of substantial completion.

End of Section

SECTION 07900 - CAULKING AND SEALANTS

The provisions of the Standard Specifications for Public Works Construction (SSPWC) latest Edition apply except as modified herein.

I. GENERAL

A. Scope:

This section contains general specifications pertaining to all weather-sealing and caulking throughout the project and becomes a part of all sections containing reference hereto, or where materials of the types specified in this section are required by the drawings.

B. General Requirements:

Guarantee. Provide written guarantee for all caulking and sealants against all defects of material or application for a period of two years after date of acceptance. All failures that may occur within this period due to defective application or materials shall, upon written notification of such failure, be repaired or replaced with proper materials and labor as approved by the Landscape Architect, at no additional cost to the City.

Submit to the Landscape Architect samples of various types (and colors where applicable) of materials specified, prior to delivery of materials to the job.

Deliver materials to the job in original unopened containers bearing manufacturer's name, product designation and date of manufacture.

Install proprietary materials specified herein in compliance with manufacturer's instructions. Send copies of manufacturer's instructions to Architect at least two (2) weeks before installation.

II. MATERIALS

Use sealants of the following types and manufacture. Unless specified or directed otherwise, use materials to match color of adjacent materials. Where adjacent materials on each side of the joint are different colors, the Landscape Architect will select sealant colors. If the desired color is not available from one manufacturer, select proper color from another manufacturer. Use those sealants from the following list as appropriate for the application, per manufacturer's recommendations.

A. Incidental Materials:

Staining Characteristics. All joint filler, primers, or other materials used in conjunction with sealant shall be of such composition as to not cause staining of the sealant or the materials to which they are applied.

Compressible Joint Filler. Closed cell neoprene, plastic foam, or urethane, as recommended by the sealant manufacturer for use in conjunction with the sealant.

Primers. As recommended by the sealant manufacturer for uses in conjunction with the sealant for application onto the various types of materials to which the sealer is applied.

Cleaners, where required in lieu of primers. As recommended by the sealant manufacturer.

B. Material Types:

Type #1 - One part polysulfide, FS TT-S-00230C.

Elastoseal #230 by Pacific Polymers, 15081 Moran Street, Unit E, Westminster, California.

Uniparmastic by Parr, Inc., distributed by C.R. Laurance Co., 720 Mateo Street, Los Angeles, California.

PTI 747, by Protective Treatments of Dayton, Ohio.

Type #2 - Two parts polysulfide, FS TT-S-00227E.

Elastoseal #227 by Pacific Polymers, 15081 Moran Street, Unit E, Westminster, California.
Parmastic by Parr, Inc., distributed by C.R. Laurence Co., 720 Mateo Street, Los Angeles, California.
PTI 748, by Protective Treatments of Dayton, Ohio.

Type #3 - One part silicone sealant, FS TT-S-1543.

General Electric 1200 non-paintable, distributed by C.R. Laurence Co., 720 Mateo Street, Los Angeles, California.
Dow Corning 780 and 781, Dow Chemical, Midland, Michigan.

Type #4 - Two parts silicone.

General Electric 1600, distributed by C.R. Laurence Co., 720 Mateo Street, Los Angeles, California.

Type #5 - Multi-part urethane sealant, FS TT-S-00227E, non-sag or pourable consistency, non-staining.

Elastothane 227 by Pacific Polymers, 15081 Moran Street, Unit E, Westminster, California 92683.
PRC 270 by Products Research, 2900 Empire Street, Burbank, California.

Type #6 - Latex acrylic caulk for drywall and interior caulking.

Parr Latex Caulk by Parr, Inc., distributed by C.R. Laurence Co., 720 Mateo Street, Los Angeles, California.
Elastoseal Latex by Pacific Polymers, 15081 Moran Street, Unit E, Westminster, California 92683.

III. APPLICATION

Joint Filler. Accurately position within the joint to establish and control the uniform designated thickness of sealant.

Apply material with sufficient pressure to completely fill the void space and to assure complete wetting of contact area to obtain uniform adhesion. During application, keep tip of nozzle at bottom of joint, forcing sealant to fill from bottom to top. Finish joints smooth and flush with adjacent surface unless detailed to be finished below the surface.

Perform joint preparation, including cleaning and priming, in accordance with manufacturer's instructions.

Provide manufacturer's inspection of conditions prior to start of the work and initial supervision at the start of each application, in order to insure that any physical conditions which would result in defective work are properly corrected before materials are applied, that properly instructed personnel are available to do the work, and that proper procedures are being followed. Provide such inspection and supervision by qualified personnel. Report all unsatisfactory conditions existing at the time of inspection in writing to the Landscape Architect for correction before proceeding with the work.

Notify the manufacturer at least 72 hours prior to the time inspection is required.

Failure or refusal of the manufacturer to provide the inspection and supervision as required hereunder constitutes grounds for non-acceptability of materials manufactured by him even though such materials have been specified or approved.

End of Section

SECTION 09860 - ANTI-GRAFFITI COATINGS

I. GENERAL

A. Summary:

1. Section includes Graffiti Resistant Coatings
2. Related Sections: Section 09900 - Painting: Applicable preparation and application requirements.

B. Submittals:

1. Product Data

In accordance with the provisions of Section 01340, submit complete manufacturer's literature and specifications. Include complete lists of materials proposed for use, giving the manufacturer's name, product numbers, and product information sheets for each specified item (four copies).

2. Samples

When specified system requires that the graffiti resistant coating be applied over a paint color, submit sample of system showing each coat. The architect will use this sample to approve color.

3. Application and Safety

Submit the manufacturer's recommended methods of installation, including limitations, safety and environmental cautions, material safety data sheets, and application rates.

C. Quality Assurance

1. Qualifications

- a. Use products by manufacturers regularly engaged in manufacturing of this product and with a history of at least three successful applications within the last three years.
- b. Use skilled workers who are thoroughly trained and experienced and who are complete familiar with the specified requirements and methods.

2. Regulatory Requirements

Comply with applicable codes and regulations. All products must comply with current VOC requirements for the air quality management district where application takes place. Where those requirements conflict with this Specification, comply with the more stringent provisions.

3. Field Samples

Apply the system as specified in a designated area in accordance with Section 01340. This will serve as an indication that applicator can provide acceptable results and will be used as the standard for the rest of the work.

D. Delivery, Storage, and Handling

1. Acceptance at Site

Materials shall be delivered to Project in original containers, complete sealed and bearing name of coating contained therein.

2. Storage and Protection

Use all means necessary to protect the materials of this Section before, during, and after installation.

E. Project Conditions

1. Project Conditions

Do not apply coatings when surface temperature is more than 90°F in the shade, or when the relative humidity is more than 70 percent. Do not apply coating when adverse weather conditions are imminent.

II. PRODUCTS

A. Manufacturers

1. Prosoco Blok-Guard & Graffiti Control II (800) 255-4255 "or equal" apply per manuf. specifications.

B. Materials

1. Clear Finish Over Paint Color

- a. Primer as recommended for substrate. Finish coat shall be 100% acrylic in composition.
b. Clear Finish. A two component aliphatic urethane polyester based mixture.

2. Clear Finish Over Concrete, Brick, and Stone

- a. Waterborne sealer with an active solids content of 6% ASTM D 5090.
b. Clear Finish. A water based- silicone emulsion. Prosoco Blok-Guard & Graffiti Control II or Equal. Clean surfaces and apply per manuf. specs. Supply Defacer Eracer Graffiti Wipe or Enviro Klean SafStrip during contractor maint. Period and additional material for City use after maint. period.

3. Clear Finish Over Block Masonry Types

- a. Waterborne sealer with an active solids content of 6% ASTM D 5090.
b. Clear Finish. A water based- silicone emulsion. Prosoco Blok-Guard & Graffiti Control II or Equal. Clean surfaces and apply per manuf. specs. Supply Defacer Eracer Graffiti Wipe or Enviro Klean SafStrip during contractor maint. Period and additional material for City use after maint. period.

4. Colors and Quantities

- a. Check with manufacturer as to the ability to match selected colors.
b. Product may not be available in small quantities
c. Finish paint colors containing organic yellow colorants will bleed. Avoid selecting these colors.

III. EXECUTION

A. Examination:

1. Verification of Conditions

Prior to the commencement of the Work of this Section, examine the installed work of other trades and verify that all such work is completed or properly corrected to the points where this installation may properly commence. Commencement of work will indicate that applicator has accepted the conditions.

B. Preparation:

1. Protection

Protect and cover finished work and materials of all other traded that may be affected by work of this Section during coating application. Protect all surrounding vegetation and adjacent areas from overspray.

2. Surface Preparation

- a. Substrates to receive sealers or primers prior to graffiti resistant coatings must be cleaned of all dirt, bondbreakers, and all other foreign materials that will adversely affect the required appearance of the finished product.
- b. Power wash all surfaces in accordance with manufacturer's recommendations.

C. Application:

1. General

- a. Apply primers, paints, and coatings in strict accordance with the manufacturer's recommendations as accepted by the Agency.
- b. The number of coats specified is the minimum that will be applied. Apply additional coats when undercoats, stains, or other conditions show through final paint coat, until paint film is of uniform color and appearance.
- c. When additional coats of the graffiti resistant coating are required, allow no more than 48 hours between coats.
- d. Apply a total dry film thickness of not less than 1.2 mils for primers and paint finishes and not less than 1.5 mils for graffiti resistant coatings.

D. Cleaning, Touch-Up, and Refinishing

1. General

- a. Carefully remove all splatters, spots, and blemishes caused by work of this Section.
- b. Upon completion of the work, remove all rubbish, cans, and accumulated materials. All areas must be left in a clean and orderly condition.
- c. Runs, sags, misses, holidays, stains, and other defects in the coated surfaces, including inadequate coverage and mil thickness will be satisfactorily touched-up or refinished.

2. Removal of Graffiti

- a. Defacer Eracer Graffiti Wipe or Enviro Klean SafStrip by Prosoco

3. Curing of Polyurethane Enamels.

- a. Seven to ten days curing time required in order for coating to resist graffiti

E. Finish Schedule:

Stucco, Concrete, Brick (Clear semi gloss over Paint)

One Coat	EFF-STOP, Concrete Sealer (W 709)
One Coat	EVERSHIELD, Exterior Masonry Finish (W 701)
One Coat	Prosoco Blok-Guard & Graffiti Controll II or Equal.

Block Masonry Types (Clear Gloss over Paint)

Filler	BLOCFIL, Prepared Block Filler, Latex (smooth) (W 305)
One Coat	EVERSHIELD, Exterior Masonry Finish (W 701)
One Coat	Prosoco Blok-Guard & Graffiti Controll II or Equal.

Stucco, Concrete, Brick, and Stone (Clear Gloss Finish)

One Coat	OKON, Masonry Sealer (W 1)
One Coat	Prosoco Blok-Guard & Graffiti Controll II or Equal.

Block Masonry Types (Clear Gloss Finish)

One Coat	OKON, Masonry Sealer (W 2)
Two Coats	Prosoco Blok-Guard & Graffiti Controll II or Equal.

Stucco, Concrete, Brick (Pigmented Finish)

One Coat	EFF-STOP, Concrete Sealer (W 709)
One Coat	Prosoco Blok-Guard & Graffiti Controll II or Equal.

Block Masonry Types (Pigmented Gloss Finish)

One Coat - Filler	BLOCFIL, Prepared Block Filler, Latex (smooth) (W 305)
Two Coats	Prosoco Blok-Guard & Graffiti Controll II or Equal.

End of Selection

SECTION 09900 - PAINTING

I. GENERAL

The provisions of the Standard Specifications for Public Works construction (SSPWC) latest edition apply except as modified herein.

A. Scope:

Furnish materials and perform labor required to execute this work as indicated on the drawings, as specified, and as necessary to complete the Contract, including, but not limited to, these major items:

- Preparation of surfaces to be painted;
- Painting all exterior metal, including handrails, steel light poles, steel bollards, except as otherwise specified;
- Back priming of interior millwork, prior to installation;
- Painting black that portion of the ductwork interior which is visible through the grilles;
- Painting interior wood, ferrous metals and gypsum wallboard in the areas scheduled to be painted;
- Painting exposed mechanical and electrical items in areas to be painted;
- Painting of non-ferrous metals, plated or factory finished items, specifically noted to be painted or when such items occur as accessories or appurtenances to units otherwise required to be painted;
- Painting exterior mechanical equipment, and mechanical items on the roof or building exterior;
- Painting exterior wood.
- Sealing masonry walls.

B. Related Work Specified Elsewhere:

- Prime coat painting of structural steel;
- Prime coat painting of miscellaneous metals;
- Prime coat painting of metal doors and frames;
- Painting of non-ferrous metals, unless specifically noted or shown as an integral part of a unit otherwise requiring painting;
- Factory finished acoustic ceiling and exposed grid.
- Field finish of wood parquet flooring.

C. Surfaces not to be Painted:

- Aluminum with anodized finish, and stainless steel;
- Finish hardware, except hardware with USP finish;
- Acoustical ceilings;
- Flooring;
- Electrical fixtures and receptacles, in general (refer to Electrical Section);
- Toilet compartments, accessories, and urinal screens.
- All items with complete factory finish, except exterior mechanical equipment as specified hereinbefore;
- Stucco finish;
- Other surfaces as indicated on the drawings.

D. General:

Field Conditions. Verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces. Report to the Engineer all conditions which prevent proper execution of this work. Deliver materials to the job in unopened containers bearing manufacturer's name and product designation corresponding to designation on material list.

Colors and Gloss. As selected and approved by the Landscape Architect.

Submit samples, in accordance with Division I, using materials approved for the project, of each color and paint finish, selected by the Landscape Architect. Prepare duplicate samples, 8 2" x 11" showing successive coatings. For transparent and stained finishes, prepare samples on species and quality of wood used in the work.

Environmental Conditions. Apply no paint in rain, fog or mists, when the temperature is below 45 F. Insure proper ventilation during all interior painting.

Hardware. Insure that hardware is removed before painting is started and replaced only when paint finishes are thoroughly dry. Fitting, removal and reinstallation of finish hardware is specified in Finish Carpentry and Millwork Section.

Coats. The number of coats specified is the minimum number acceptable. If full even coverage is not obtained with the specified number of coats, apply at no extra cost such coats as are necessary to produce the required finish, as approved by the Engineer.

Protection. Protect floors and all adjacent surfaces from paint smears, spatters or droppings. Use drop cloths to protect floors. Cover fixtures and remove hardware not to be painted. Mask off areas where required.

II. MATERIALS

A. Approved Products:

Selected materials from the Architectural Products line of Devoe, Dunn-Edwards, Pratt & Lambert, Sherwin-Williams, Frazee, Sinclair or other recognized manufacturer as approved by the Landscape Architect. Except for specialty items or as otherwise specified, all materials shall be by one manufacturer.

Review the paint and finish schedules with the Landscape Architect, and submit complete list of materials proposed for the work, for the Landscape Architect's approval.

Employ coats and undercoats for all types of finishes in strict accordance with the recommendations of the manufacturers of the finish paints used.

Materials for undercoats and finish coats of paint shall be ready-mixed and shall not be changed, except thinning of undercoats (when required), reinforcing, or coloring, any of which shall be in strict accordance with the recommendations of the manufacturers.

B. Conditions of Surfaces:

All surfaces to receive paint shall be clean, dry smooth, and dust free before application of any material. Prepare surfaces as follows:

Wood. Sand smooth and remove dust. Fill open joints, cracks nail holes and other pits or depressions flush and smooth with putty or wood dough after priming. Color putty to match finish paint coat. Touch up knots or sap streaks with shellac or other approved sealer before priming.

Galvanized Metal. Prime all surfaces, except where to be embedded in concrete, masonry or roofing; allow to dry before installation.

Ferrous metal. Prime all surfaces with ferrous metal primer.

Concrete Block. Concrete block should be laid plumb and true with neatly finished joints. All excessive mortar fins at joints should be stoned off and any large holes filled by the masonry contractor. Block should be air blown free of dirt and dust to help create a full bond.

III. APPLICATION

Apply material evenly, free from sags, runs, crawls, holidays or defects. Mix to proper consistency, brush out smooth, leaving minimum of brush marks, enamel and varnish uniformly flowed on.

Apply paint by brushes, roller or spray.

Tint all pigmented undercoats to approximately same shade as final coat. Perceptibly increase the depth of shade in successive coats.

Allow each coat to thoroughly dry before succeeding coat application. For oil paints, allow at least 48 hours between coats of exterior work, except where otherwise recommended by the manufacturer.

Finish all four edges of doors with the same number and kind of coatings as specified for their main surfaces. Where openings into rooms having different finishes, finish door edges as directed.

Do not paint factory finished items unless specifically directed.

Paint visible surfaces of metal ducts and vents.

Finish mill or shop primed items with materials compatible with prime coat.

Mechanical and electrical work in exposed areas: Include that portion of ductwork or plenum spaces, the interior of which is visible through the grilles.

Shop primed metal surface of all mechanical and electrical equipment shall receive two finish coats of paint to match adjoining wall or ceiling surfaces. Prime coat, in addition to above, on all unprimed surfaces. Principal items of this work include interior of hose cabinets, air grilles, ceiling diffusers, electric panels, telephone panels, access panels, conduit outlet and pull boxes, ducts and pipes.

All other mechanical equipment exposed to view, such as covered and uncovered piping and ductwork, pumps, compressors, air conditioning equipment, tanks, etc., shall be painted as specified herein, where not supplied finished under other sections.

Miscellaneous Painting. Surfaces to be painted and not specifically described herein, shall be painted with a product specifically manufactured or prepared for the material and surface; prime coat and two finish coats.

Upon completion, remove all rubbish caused by this trade. Remove spots from floors, glass, and other surfaces. Leave premises in a clean and orderly condition.

At the completion of other trades, touch up damaged surfaces as required.

IV. PAINTING SCHEDULE

A. Finish No. 1: Exterior and Interior Wood.

Two coats Olympic Stain.

B. Finish No. 2: Exterior and Interior Metal including Metal Doors and Frames.

First coat: (not required where metal is shop primed)

Dunn-Edwards BLOC-RUST - rust inhibitive primer-Red 43-4, or

Dunn-Edwards GALV-ALUM - anti-corrosion primer-White QD 43-7.

Second coat: Dunn-Edwards COMPO-EXTERIOR primer/undercoater 42-1.

Third coat: Dunn-Edwards PERMAGLOSS ACRYLIC gloss enamel W960.

C. Finish No. 3: All smooth-face Interior Concrete Block and Interior Drywall.

100% solids thermosetting polyester, coating. (See Attachment #1 this section.)

D. Finish No. 4: All Exterior Concrete Block at restroom, and all shelters.

Anti-Graffiti Coating System for Exterior Concrete Block (see Attachment #2 this section.)

E. Preparation:

Surfaces shall be prepared by following procedures standard in the painting industry. They shall be clean, sound, and free of grease or other foreign matter.

ATTACHMENT #1 (FINISH PAINTING)

FINISH NO.: 100% SOLIDS THERMOSETTING POLYESTER COATING

A. General:

Furnish all materials, tools, equipment, labor and services required to complete the special coatings work as indicated and as specified. Principal items of work include, but are not limited to, the following: Vitreous Wall Coatings

B. General Requirements:

Verify dimensions on the drawings, with field conditions at the start of the work and check continuously during construction. Accept responsibility for inaccuracies built into the work.

Inspect related work and surfaces; report in writing to the Landscape Architect those conditions which prevent proper provisions of this work. Any required removal, repair or replacement of this work caused by unsuitable conditions shall be done at no additional cost to the Owner.

Delivery and storage: Deliver all materials in their original packages with seals unbroken, with manufacturer's name and product identification clearly legible on each package. Store as to preclude entry of moisture or damage from any source.

Colors shall be chosen by Landscape Architect.

Samples. After color selection, submit samples in duplicate of the material specified in the colors chosen, for approval by the Landscape Architect. Mark clearly to show manufacturer's name and product identification.

Manufacturer. Specification data is from VITROCEM as manufactured by Bithell, Inc., 1004 E. Edna Place, Covina, CA 91724. Products of other manufacturers will be acceptable, provided that, in the opinion of the Landscape Architect all essential features such as materials, and finish are equal to the products specified.

C. Surface Preparation:

General. It is the responsibility of this Contractor to inspect the surfaces to be coated, to see that each prior trade has left the surface in a proper condition to receive the work of this Contractor.

Mask to protect uncoated adjacent surfaces.

Repair minor surface damage.

Check for moisture on excessive alkali and correct as required.

D. Coating Materials:

1st Coat: Polyester Filler
2nd Coat: Polyester Enamel
3rd Coat: Clear Water White Poly-Glaze

E. Application:

Apply the first coat of Polyester Filler by roller at a spreading rate of 75 to 100 square feet per gallon or as required to fill all voids in the masonry.

Apply the second coat of Poly Base coat by roller at a spreading rate of 150 to 200 square feet per gallon.

Apply the third coat of Clear Water White Poly-Glaze by spray at a spreading rate of 250 square feet per gallon.

Material Preparation. Poly Coatings require the addition of catalyst just prior to use. Atmospheric conditions affect the curing. Follow manufacturer's printed directions regarding catalyst concentrations at varying temperatures.

F. Manufacturer's Supervision and Guarantee:

All poly coatings shall be done under the supervision of the manufacturer, using applicators thoroughly trained and approved by the manufacturer.

Provide a two year written guarantee against defects in material or workmanship.

G. Manufacturer's Recommendations and Samples:

Prior to beginning application of the coating system, the manufacturer must be present to examine the surfaces to be coated. A detailed specification, application instructions, and samples of the system to be used must be submitted by the manufacturer, for approval by the Landscape Architect.

ATTACHMENT #2 (FINISH PAINTING)

ANTI-GRAFFITI COATING SYSTEM FOR EXTERIOR SLUMPED BLOCK (CLEAR FINISH)

A. General:

Furnish all materials, tools, equipment, labor and services required to complete the special coatings work as indicated and as specified. Principal items of work include, but are not limited to, the following:

Vitreous Wall Coatings

B. General Requirements:

Verify dimensions on the drawings with field conditions at the start of the work and check continuously during construction. Accept responsibility for inaccuracies built into the work.

Inspect related work and surfaces; report in writing to the Landscape Architect those conditions which prevent proper provisions of this work. Any required removal, repair or replacement of this work caused by unsuitable conditions shall be done at no additional cost to the Owner.

Delivery and storage. Deliver all materials in their original packages with seals unbroken, with manufacturer's name and product identification clearly legible on each package. Store as to preclude entry of moisture or damage from any source.

Samples. After color selection, submit samples in duplicate of the material specified, for approval by the Landscape Architect. Mark clearly to show manufacturer's name and product identification.

Manufacturer. Specification data is from VITROCEM as manufactured by Bithell, Inc., 1004 E. Edna Place, Covina, CA 91724. Products of other manufacturers will be acceptable, provided that, in the opinion of the Landscape Architect, all essential features such as materials and finish are equal to the products specified.

C. Surface Preparation:

General. It is the responsibility of this Contractor to inspect the surfaces to be coated, to see that each prior trade has left the surface in a proper condition to receive the work of this Contractor.

Mask to protect uncoated adjacent surfaces.
Repair minor surface damage.
Check for moisture or excessive alkali and correct as required.

D. Coating Materials:

Coating System for Exterior Slumped Block.

1st Coat: Clear Polyester glaze.

2nd Coat: Clear Polyester glaze.

3rd Coat: Clear Anti-Graffiti glaze.

E. Application:

Apply the first coat by roller at a spreading rate of 75 square feet per gallon.

Apply second coat by roller at 125 square feet per gallon.

Apply the third coat of Clear Water White Anti-Graffiti Glaze by spray at a spreading rate of 200 square feet per gallon.

Material Preparation. Polyester coatings require the addition of catalyst just prior to use. Atmospheric conditions affect the curing. Follow manufacturer's printed directions regarding catalyst concentrations at varying temperatures.

F. Manufacturer's Supervision and Guarantee:

All Poly Coatings shall be done under the supervision of the manufacturer, using applicators thoroughly trained and approved by the manufacturer.

Provide a two year written guarantee against defects in material or workmanship.

G. Manufacturer's Recommendations and Samples:

Prior to beginning application of the coating system, the manufacturer must be present to examine the surfaces to be coated. A detailed specification, application instructions and samples of the system to be used must be submitted by the manufacturer, for approval by the Landscape Architect.

End of Section

SECTION 13120A - PRE-ENGINEERED STRUCTURE

I. GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC) apply except as modified herein.

A. Scope:

Furnish and install pre-engineered shade structure.

Furnish all structural design and calculations necessary to obtain building permit. Obtain and pay for required plan checks, permits.

Furnish all erection and installation details.

B. Related work Specified Elsewhere:

Grading: Section 02200.

Concrete: Section 03310.

C. Coordination:

The coordination of erection of the pre-engineered structure and preparation of site and foundation work is the responsibility of the General Contractor.

D. Acceptable Manufacturers:

Polygon or approved equal.

E. Submittals and Approvals:

Submit six (6) copies of technical data, layout and elevations of proposed structure.

Upon approval of building type and layout, submit structural design drawings, foundations, and structural calculations of sufficient structural detail for plan check to obtain building permit.

Upon obtaining building permit, submit full manufacturer's color range to landscape architect for color selection. A contrasting accent color shall be used on fascia and door frames as selected by the landscape architect.

II. PRODUCTS

The pre-engineered structure shall be as called out on the drawings.

The stamp of a professional engineer properly registered in the State of California shall appear on all design and erection documents.

A. Foundations:

Foundations shall be adequately designed by a registered engineer; the cost of which will be paid by the general contractor.

Anchor butts shall be supplied by the general contractor and installed as specified by the manufacturer's standard anchor bolt layout drawings.

III. EXECUTION

A. Installation:

Building shall be erected by skilled mechanics according to the manufacturer's printed instructions.

B. Clean Up:

Clean up all debris caused by the work in this section and remove it from the site.

End of Section

SECTION 16010 - ELECTRICAL

PART 1 – GENERAL

The provisions of the Standard Specifications for Public Works Construction (SSPWC) apply except as modified herein.

A. SCOPE OF WORK:

1. Section related: 16500 – Exterior Athletic Lighting
2. Furnish all labor, materials, equipment, transportation and service required to install complete and put in operation the work of this section as shown on the drawings and in accordance with these specifications.
3. The work of this section shall include, but not be limited to, the following principal items:
 - a) Detail arrangements with electric utility company and telephone company, and verification of exact locations, points of connection to service; facilities not furnished by utilities, and service charges levied by them to make service available to the project.
 - b) Temporary service.
 - c) Excavation and backfill as required for this division.
 - d) Manholes, handholes and pull boxes.
 - e) Complete 480Y/277 volt, 3-phase, 4-wire system and 208Y/120 volt, 3 phase, 4-wire system for power and lighting; and 240/120 volt, 1-phase, 3-wire system for receptacles, lighting and small power requirements.
 - f) Switchboards and branch circuit panelboards.
 - g) Sports field lighting system.
 - h) Parking area and walkway/security lighting.
 - i) Security/surveillance system.
 - j) Lighting control system.
 - k) Power and control wiring for the scoreboards.
 - l) Power for the restroom/concession building.
 - m) Power for the booster pumps and irrigation controllers.
 - n) Wiring devices.
 - o) Conduit and conductors.
 - p) Dry type transformers.
 - q) Lighting fixtures, poles and concrete foundations.
 - r) Telephone and signal conduit system.
 - s) Low voltage system conduits.

- t) Grounding system.
- u) Tests.
- v) Guarantee.

B. WORK NOT INCLUDED IN THIS SECTION:

- 1. Owner furnished equipment.

C. ORDINANCES AND REGULATIONS:

- 1. All work under this division shall comply with the most rigid requirements of the latest editions of the California Electrical Code; the California Administrative Code; Title 24, State Building Standard; Part 3, Basic Electrical Regulations; and all local codes.
- 2. In any instance where the Contractor shall violate any ordinance or rule, he shall immediately correct the installation, and shall be responsible for any damage and expense arising there from.
- 3. Nothing in these specifications shall relieve the Contractor from full compliance with the applicable portions of any of the above regulations having jurisdiction pertaining to work being installed under this section.

D. STANDARDS:

- 1. Construction and testing of equipment shall comply with the latest applicable standards of the following:
 - American National Standards Institute (ANSI)
 - American Society for Testing and Materials (ASTM)
 - California Building Code (CBC)
 - California Building Energy Efficiency Standards (Title 24)
 - California Electrical Code (CEC)
 - California Green Building Standards Code (CGBSC)
 - Illuminating Engineering Society (IES)
 - Institute of Electrical and Electronic Engineers (IEEE)
 - Insulated Power Cable Engineer Association (IPCEA)
 - National Electrical Contractor Association (NECA)
 - National Electrical Manufacturer's Association (NEMA)
 - National Fire Protection Association (NFPA)
 - Underwriter's Laboratories, Incorporated (UL)
- 2. Wherever standards are referred to in this specification, the latest edition in effect during the bidding shall govern. All work shall conform to NECA "Standards of Installation" as a minimum.
- 3. Permits and Inspections: The Contractor shall obtain and pay for all permits and inspections required for the work by all legally constituted authorities having jurisdiction.
- 4. Certificates of all such permits and inspections shall be delivered to the Owner's representative.
- 5. Examination of Drawings and Site: Each bidder shall carefully study all drawings and specifications pertaining to the work. If any of the work as laid out, indicated or specified, is contrary to, or conflicts with any local, city, state, or national ordinances or regulations, the same shall be reported to the Owner before submitting his bid, who will then issue instructions as to procedure. Each bidder shall carefully examine the project site, and compare the drawings with the existing conditions. By the act of submitting a bid, each bidder shall be deemed to have made allowances therefore in preparing his bid.

6. Verification of Dimensions: Before proceeding with any work, the Contractor shall carefully check and verify all locations, dimensions, sizes, etc. and shall assume full responsibility for the fitting-in of his equipment and materials to other parts of the equipment and to structures. Where apparatus and equipment have been indicated on the drawings, dimensions have been taken from typical equipment of the indicated type. The Contractor shall carefully check the drawings to see that the equipment he contemplates installing will fit into the spaces provided and not conflict with proposed uses or activities.

E. LOCATIONS:

1. The location of all conduit, wiring, apparatus and equipment indicated on the drawings is approximate only, and shall be adjusted to meet site conditions and not be in conflict with proposed site improvements, and to meet architectural and structural conditions required, and as approved by the architect. Prior to rough-in, minor adjustments to outlet locations may be made without additional compensation. Field verify all rough-in dimensions prior to conduit installation.
2. All conduit, wiring, apparatus and equipment shall be installed in a manner and in locations avoiding all obstructions, preserving headroom, and keeping openings and passageways clear. Changes shall be made in locations of conduit, wiring, equipment, and materials which may be necessary in order to accomplish this. The drawings are essentially diagrammatic to the extent that many offsets, bends, special fittings and exact locations are not indicated. Carefully study the drawings and premises in order to determine the best methods, exact locations, routing, building obstructions, etc., and install all apparatus and equipment in the available locations.

F. RECORD DRAWINGS:

1. The Contractor shall keep at the job site an accurate dimensioned record of the "as-built" locations of all buried conduits and ducts. At the completion of the project, such "as-built" drawings shall be transmitted to the City/Owner.

G. SUBMITTAL DATA:

1. Shop drawings, material lists, and plates and brochures, as required by the specifications, shall be prepared and submitted to the City/Owner for review in accordance with the requirements of Division 1. No work indicated on any shop drawing shall be started until such drawings have been reviewed and approved.
2. Submit complete brochures giving names of manufacturers and catalog numbers, trade names, the technical data, and requested information for each item to be furnished. Submit shop drawings and detail description of items that are not manufactured and must be specifically fabricated, including wiring diagrams.
3. Submittals are required on every item to be furnished.
4. Submittals shall be bound in sets, between covers, and each set shall be identical.
5. Each item in submittals shall be identified as to fixture type, panel identification, specification section, etc.
6. The Contractor shall review all shop drawings and submittals, prior to submittal, for compliance with the specification. The submittal package shall be stamped and signed by the Contractor indicating his prior review, and certification of compliance with the specification.

H. DESCRIPTIVE NAMES:

1. Where the name of a selected manufacturer of equipment, fixtures, or material is specified, the proposal of the Contractor shall be based on the use of the named product, or the equivalent product of manufacturers listed. No substitutions will be permitted.

I. VALUE ENGINEERING:

1. Cost reduction proposals initiated and developed by the Contractor causing any changes in the drawings, designs, specifications, or work of other trades, shall be presented for consideration within seven (7) working days of award of contract.
2. Cost reduction proposals shall contain the following minimum information for each item proposed:
3. A description of the difference between the existing contract requirements and the proposed change, and the comparative advantages and disadvantages of each;
 - a. An itemization of the requirements of the contract which must be changed if the proposal is adopted;
 - b. An estimate of the reduction in performance costs, if any, that will result from the adoption of the proposal taking into account the costs of implementation by the Contractor (including the amount attributable to subcontractors and engineers for design changes, change orders, and evaluation of proposal);
 - c. A prediction of any effects the proposed change would have on other costs to the Owner, such as costs of maintenance and operation;
 - d. A statement of the time by which a change order adopting the proposal must be issued so as to obtain the maximum cost reduction during the remainder of this contract, noting any effect on the contract delivery schedule.

J. MATERIALS AND WORKMANSHIP:

1. All material, appliances, and equipment shall be new and of the best grade of the respective kind, free from all defects and of the make, brand and quality specified.
2. Materials for similar use shall be of the same type and manufacture.
3. The current or newest production model of equipment as determined by the manufacturer's most recent published literature shall be furnished even though an obsolete model may be specified and stocked.
4. Each major component of equipment shall have the manufacturer's name, address, and catalog number on a plate securely affixed in a conspicuous place.
5. No items of material shall be installed for any purpose, or in any manner not recommended by the manufacturer.

K. OPENINGS, CUTTING AND PATCHING:

1. The Contractor shall cooperate with all trades in providing information for openings required in the structure for construction of his work.
2. The Contractor shall, at a time in advance of the work, verify the openings as shown on the Architectural and Structural drawings. If the work of this division requires such, he shall furnish new instructions as to his requirements for these openings, subject to approval by the Architect.
3. Drilling, cutting and patching required by the Contractor's work shall be the responsibility of the Contractor.

L. EXCAVATION AND BACKFILL:

1. The Contractor shall do all excavation and backfill required to install his work, both inside and outside. All excavation and backfill shall be in accordance with the earthwork sections of

the specification. Excavation shall be of proper depth and width to install the required conduits, ducts, or structures.

M. BUILDING FOOTING CLEARANCES:

1. Under no circumstances shall conduit or ducts be run through footings. They shall cross below footings or through sleeves above footings. Those running parallel to footings shall be installed with minimum clearances required by the governing codes.

N. CLEANING:

1. All exterior surfaces of exposed equipment and materials shall be thoroughly cleaned of all dirt, cement, plaster and other debris.
2. All finished surfaces of equipment furnished under this section found to be damaged, shall be refinished without additional cost to the satisfaction of the City/Owner.

O. PROTECTION OF FINISH:

1. The Contractor shall provide means for and shall fully protect all finished parts of the materials and equipment against damage from whatever cause during the progress of the work, and until final completion. All materials and equipment in storage and during construction shall be covered in such a manner that no finished surface will be damaged or marred, and all moving parts shall be kept clean and dry.

P. CLEANUP:

1. All work areas shall be policed daily. Upon completion of work and at other times during the progress of the work, the Contractor shall remove all surplus materials, rubbish, and debris resulting from the work, and shall leave the entire involved portions of the site, insofar as the work of this section if concerned in a neat, clean, and acceptable condition as approved by the City/Owner.

Q. GUARANTEE:

1. Should any trouble develop in the electrical installation within one year from date of acceptance of the project, due to faulty or inferior material, or workmanship, the trouble shall be corrected by the Contractor without expense to the City/Owner.

R. SERVICE:

1. The Contractor shall provide for the utilities connections as shown on the drawings.

S. SEISMIC REQUIREMENTS:

1. Brace electrical systems and equipment to withstand lateral and vertical forces that result from earthquake.
2. Anchor all equipment, switchboards, transformers, panelboards and similar items by securely bolting them in place to the building structure. Brace free standing gear to wall or ceiling per manufacturer's recommendation. Provide vibration isolators with seismic snubbers under transformers. Provide bolts, anchors and bracing to withstand acceleration of 0.5 standard gravity.

T. TEMPORARY SERVICE:

1. The Contractor shall make all arrangements for, and install the necessary provisions for temporary electrical construction power, sized as required.

U. FLASHING:

1. Wherever conduits extend through roof, furnish and install galvanized steel flashings consisting of a #24 gage roof jack and a flashing collar soldered or brazed to conduit and covering top of roof jack. Roof jack shall extend not less than 6" out on roof and up conduit at least 8". Coordinate installation of flashing with roofing installation to permit flanges to be installed between roofing plies.

PART 2 - MATERIALS

A. SWITCHBOARDS:

1. Furnish and install the power switchboard as specified and shown on the electrical drawings.
2. The switchboard shall be NEMA Class I, NEMA 3R enclosure, dead front, completely metal enclosed, self supporting independent of wall supports, of the required number of vertical sections, bolted to form one rigid switchboard incorporating switching and protective devices of the number, rating and type as shown on the drawings, with the necessary interconnections, instrumentation, and control wiring. Switchboard construction shall be of the frame type, using die formed, welded and bolted members. The sides, top and rear shall be covered with removable screw on plates small enough to be handled by one person. All plates shall be fabricated from code gauge steel. Ventilation openings shall be furnished where required.
3. The bus shall be copper of sufficient size to limit the temperature rise to 55 C, above an ambient of 35 C, and adequately braced to withstand mechanical forces exerted during short circuit conditions. All connections shall be tightly bolted.
4. Provisions shall be provided for future extension. A ground bus shall run the full length of the board, with a lug secured to each vertical section.
5. Small wiring, necessary fuse blades, and terminal blocks within the switchboard shall be furnished when required. All groups of control wiring leaving the switchboard shall be provided with terminal blocks with suitable numbering strips.
6. Switchboard shall be provided with adequate lifting means, and shall be capable of being rolled or moved into installation position, and bolted directly to the floor without the use of floor sills.
7. Each switching and protective device shall be provided with visible means of "on-off" identification.
8. All exterior and interior steel surfaces shall be properly cleaned and finished with manufacturer's standard finish. The finished paint shall be of a type to which field applied paint will adhere.
9. All vertical sections shall align front and rear.
10. The internal components, shall be removable from the front, and shall be group mounted with the necessary current device line and load connections front accessible.
11. Main horizontal busses shall be braced for short circuit stress up to 65,000 amps symmetrical, and shall be accessible.
12. Vertical sections shall be completely factory assembled, wired and tested before delivery, and shall conform to UL, NEC, and NEMA standards.
13. Circuit breakers shall be bolt-on, molded case type. Each pole shall provide inverse time delay overload protection, and instantaneous short circuit protection by means of a thermal-magnetic element. Minimum interrupting ratings shall be as indicated on the drawings.
14. Breakers shall have toggle type handles, be quick make, quick break, mechanically trip free from the handle to prevent being held closed against short circuits, and abnormal currents.

Tripping shall be visually indicated by the handle automatically assuming a position between the manual "on-off" positions.

15. Engraved laminated bakelite plates shall be furnished identifying each circuit. Submit engraving schedule for approval.
16. NEMA-3R type enclosure shall be installed in outdoor locations.
17. Switchboards shall be as manufactured by Square D or General Electric.

B. PANELBOARDS - GENERAL:

1. Furnish and install panelboards as indicated on the drawings. Panelboards shall be surface or flush mounted as indicated, and of the voltage rating indicated on the drawings, or in the panel schedules.
2. Panelboard bus structure, copper, main lugs, and main breaker, if specified, shall have current ratings as specified on the drawings, or on the schedules. Ratings shall be as determined by heat rise in accordance with UL Standard 67, and not in accordance with bus dimensions. Bus connections shall be sequential. Main lugs, or main circuit breaker, and the end of the bus structure shall be completely barriered.
3. The panelboard interior assembly shall be dead front with the panelboard front removed. It shall be possible to change branch circuit load connections without personnel exposure to any line side bussing, or line terminals. Cabinets equipped with doors shall have a spring latch and tumbler lock on door of trim. Doors over 48" long shall be equipped with three point latch and vault lock. All locks on project shall be keyed the same. Fronts shall be code gauge steel. Steel shall be full finished with rust inhibiting primer, and baked enamel finish.
4. All circuit breakers shall be ambient compensated, thermal magnetic type, with common trip mechanism for multi-pole type, bolted connections and with the number of poles, voltage, type and interrupting ratings indicated.
5. Circuit breakers shall be arranged in the panels so that the breakers of the proper trip settings and numbers correspond to the numbering in the panel schedules on the drawings. Circuit numbers of breakers shall be black-on-white micarta tabs or other previously approved method. Circuit number tabs which can readily be changed from front of panel will not be accepted. Circuit number tabs shall not be attached to or be a part of the breaker.
6. All branch circuit breakers shall be padlocked in the "off" position. Locking facilities shall be riveted or welded to the dead front plate.
7. Where branch circuit breakers supply the power to motors and signal systems, the breakers shall be furnished with lockout clips, mounted in the "on" position in addition to the pad lockable facilities. The breakers shall be able to trip automatically with lockout clips in place.
8. Each panel shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall be equal to the panelboard neutral bus and shall have a separate lug for each ground conductor.
9. No more than one conductor shall be installed per lug.
10. Bussing shall be rectangular cross section copper.
11. Neutral busses shall be at opposite end of panel from main.
12. Where contactors, relays and/or time switches are installed in the panelboards, they shall be installed in separate barriered sections located at the top of the panelboards under a separate lockable door in front trim which shall be keyed the same as the circuit breaker section.
13. Panelboards indicated shall be furnished with isolated ground bus, or equipment ground bus.

14. In addition to the engraved bakelite nameplate hereinbefore specified, panelboard manufacturer shall stencil the panel number or letter on inside of panel door to correspond with panel designation on the drawings.
15. Panelboards shall be as manufactured by Square "D" or General Electric.

C. PANELBOARDS - DISTRIBUTION AND POWER:

1. General requirements for distribution and power panelboards shall be as specified above, "Panelboards - General".
2. Engraved laminated bakelite plates shall be furnished identifying each circuit in the panelboard, the panelboard designation, the panelboard voltage, the source of power for the panelboard, including circuit designation. Provide nameplate schedule.
3. Lock off devices shall be furnished for each circuit breaker.

D. PANELBOARDS - LIGHTING AND RECEPTACLE:

1. General requirements for lighting and receptacle panelboards shall be as specified above, "Panelboards, - General"
2. The panelboard door trim shall be furnished with semi-concealed hinges and lock. All panels shall be keyed alike.
3. A 1/32" clear lucite covered directory shall be provided on the inside of each panelboard door. The directory shall be neatly typewritten designating each circuit used. All circuit breakers serving discharge lighting shall be furnished with a lock off device.
4. Permanent type numbers shall be furnished and installed adjacent to the circuit breakers. Numbers shall be either metal or plastic. Stick on types, or tape will not be permitted.
5. Engraved laminated bakelite nameplates shall be furnished identifying the panelboard, panelboard voltage, source or panelboard power, with circuit designation. Provide nameplate schedule for approval.

E. RECEPTACLES:

1. All receptacles except those equipped with a U.L. approved self-grounding device shall be installed with a bonding jumper for ground between the grounded outlet box and the receptacle ground terminal. Grounding through the receptacle mounting straps is not acceptable unless receptacles are equipped with U.L. approved self-grounding straps.
2. Duplex convenience receptacles shall be grounding type, 125 volt, 20 ampere and shall have two current carrying contacts and one grounding contact which is internally connected to the frame, with U.L. approved self-grounding straps. Outlet shall accommodate standard parallel blade cap, shall be side wired only, and shall be one of the following:

<u>Manufacturer</u>	<u>Cat# Series</u>
Arrow-Hart	5352
Bryant	BRY5362
Hubbell	HBL5362
Leviton	5362
P & S	5362

3. Ground fault circuit interrupter (GFCI) receptacle shall be weather-resistant type, and shall be one of the following:

<u>Manufacturer</u>	<u>Cat# Series</u>
Arrow-Hart	WRVGF20

Bryant	GFTR20
Hubbell	GFR5362

4. Weatherproof convenience outlet shall consist of a ground fault circuit interrupter (GFCI) duplex grounding type receptacle as specified hereinbefore mounted in a 4" box with single ring of type as required and lockable, weatherproof while-in-use type cover. Cover shall be one of the following:

<u>Manufacturer</u>	<u>Cat# Series</u>
Hubbell	#WP26M
Pass & Seymour	#WIUC10GL
Thomas & Betts	#CKMUV

F. CIRCUIT SWITCHES:

1. Circuit switches shall be ivory, totally enclosed, bakelite, or composition base, toggle type rated 20 ampere, 277 volts, A.C. for full capacity of contactor for incandescent or fluorescent lamp loads. Provide single-pole, 2 pole, 3 way, 4 way, momentary contact, weatherproof, lock or other type switches as indicated. All lock switches shall be common-keyed.

Toggle Type	Single Pole	Double Pole	Three Way	Four Way
<u>Manufacturer</u>	<u>Cat# Series</u>	<u>Cat# Series</u>	<u>Cat# Series</u>	<u>Cat# Series</u>
Bryant	4901	4902	4903	4903
Hubbell	HBL1221	HBL1222	HBL1223	HBL1224
Leviton	1221	-	1223	1224

Lock Type	Single Pole	Double Pole	Three Way	Four Way
<u>Manufacturer</u>	<u>Cat# Series</u>	<u>Cat# Series</u>	<u>Regular</u>	<u>Lock Type</u>
Arrow Hart	-	-	-	-
Bryant	4901L	4902L	4903L	4904L
Hubbell	HBL1221L	HBL1222L	HBL1223L	HBL1224L
Leviton	1221L	-	1223L	1224L

Momentary Contact, Three Position, Two Circuit, Center Off.

<u>Manufacturer</u>	<u>Toggle Type</u>	<u>Lock Type</u>
<u>Manufacturer</u>	<u>Cat# Series</u>	<u>Cat# Series</u>
Arrow Hart	1995	1995L
Bryant	4921	4921L
Hubbell	HBL1557	HBL1557L
Leviton	1257	1257L

2. Weatherproof switches shall be as specified above complete with weatherproof cover.

G. WALL PLATES:

1. Plates shall be brushed stainless steel and supplied for every switch, receptacle, telephone and data outlet, speaker outlet, etc. Type shall be equal to Pass & Seymour Type 430 except where noted otherwise on drawings.

2. Weatherproof cover plate shall be gasketed cast metal with hinged gasketed device cover.

3. Plates shall be engraved and fitted, when specified for:

More than two gangs.
Equipment that cannot be seen from the location.
All lock type switches.
All receptacles other than 120 volts.
All pilot switches.
Switches in locations from which the equipment or circuits controlled cannot be readily seen

Manual motor starting switches.
Where so indicated on the drawings.
As required on all control circuit switches, such as heater controls, etc.

H. OUTLET BOXES:

1. Outlet boxes shall be hot dipped galvanized, one piece pressed steel knock-out type or cast iron with drilled, tapped and plugged holes. All boxes shall be of proper size for the number of wires or conduit passing through or terminated therein, but in no case shall any box be less than 4" square, unless specifically noted on the drawings. Cover shall be of the types most suitable for the outlets and shall finish flush with finished surface. Boxes in concrete shall be a type which will allow the placing of conduit without displacing the reinforce bars.

2. Unless otherwise specified or noted on the drawings, boxes for the various outlets shall be as follows:

- a. For light outlet boxes use minimum of 4" square, 1 1/2" deep, equipped with plaster ring and fixture supporting device as required by the unit installed.
For wall switch outlet boxes use 4" square boxes with single or two gang plaster rings for one or two switches and solid gang boxes with gang plaster rings for more than two switches, unless noted otherwise on the drawings.
For convenience outlets, use 4" boxes with single gang plaster rings.
For public telephone outlets, use single gang plaster rings.
For electric thermostats, use 4" square boxes with single plaster rings.
- b. For outlets not specified, use boxes and mounting heights as directed.
Cast iron floor boxes shall be watertight, adjustable flanged round units with combination 2" and 1/2" brass screw plugs. Boxes shall be one of the following:

Hubbell	#B-2503
Thomas & Betts	#1763
Steel City	#601
Lew Electric	#532-#535

c. Short elbows, T & B 4250, 51 or 52, for riser from side of box shall be provided where indicated on the drawings or where equipment is connected with floor boxes. Floor boxes for flush mounted duplex receptacles shall be adjustable watertight units, one of the following:

Hubbell	#B2503 with #S-3925 cover
Lew Electric	#632-DFB

d. Flush floor couplings shall be brass, complete with slotted brass plug, Russell and Stoll #1915 to #1920.
Where carpeting occurs all floor boxes shall be complete with carpet flanges.

I. CONDUIT AND FITTINGS:

1. Conduit shall comply with the requirements of the Underwriters' Laboratories and shall be delivered to the site in standard lengths with each length bearing the manufacturer's trademark and the U.L. label of approval. Where conduit is mentioned in this specification, this shall be interpreted as rigid, standard weight steel conduit.
Electrical metallic tubing, polyvinyl-chloride, or flexible metallic conduit shall be used only where specified or noted on the drawings.
Rigid steel conduit fittings and accessories shall be hot-dipped galvanized or sherardized, with threaded connections.

2. Rigid steel conduit may be used in all locations both above and below grade, in concrete floors, walls and ceilings, concealed and exposed work, indoor and outdoor exposed to the weather. Rigid steel conduit shall not be installed below grade unless it is encased in a concrete envelope with minimum thickness on all sides of three inches (3") or double wrapped with Scotch #50 tape. Bushings shall be non-metallic for conduits 1" or smaller and

insulated metallic bushings shall be used for conduits 1 1/4" and larger. Bushings shall be O.Z. Electrical Mfg. Co., Type "B" or Type "BLG" grounding type.

3. Electric metallic tubing (EMT), couplings, and connectors shall be hot-dip galvanized or sherardized. Couplings and connectors shall be of the compression or drive on type. Electrical metallic tubing shall be thin wall galvanized with compression type galvanized couplings and connectors equal to Appleton 95T and 86T series. Electrical metallic tubing may be installed in indoor dry locations only, both concealed and exposed work. When exposed, it shall not be installed lower than seven (7) feet above the finished floor. Electrical metallic tubing may be installed inside masonry walls which are filled with grout or concrete. No electrical metallic tubing shall be installed below grade.
4. Flexible conduit shall be galvanized steel, and shall be installed with compression type connectors. Flexible metallic conduit shall be hot-dipped galvanized with hot-dipped galvanized squeeze type couplings and fittings. Flexible metallic conduit shall be used only for final connections to motors, lighting fixtures, transformers and other sound and vibration type of equipment. When used in wet or damp location, it shall be the sealite type with liquid tight connectors and couplings.
5. Liquid tight flexible conduit shall be galvanized steel with molded UL approved covering, and shall be installed with liquid tight fittings.
6. Plastic conduit shall be polyvinyl chloride (PVC) schedule 40. Fittings shall be solvent welded type.
7. Plastic (PVC) coated conduit shall be hot dipped galvanized or sherardized with polyvinyl coating bonded to the outside surface.
8. The thickness of the vinyl jacket shall be a minimum of 20 mils. All couplings shall have a plastic sleeve extending beyond both ends approximately one pipe diameter.
9. Aluminum conduit shall not be permitted.

J. TERMINAL CABINETS:

1. Terminal cabinets shall be fabricated of sheet metal for flush or surface mounting of size indicated on the drawings and shall be complete with hinged lockable doors (except public telephone terminal cabinets - these shall be with non-lockable latches), index card holders, and the number of terminals as indicated on the drawings or as specified hereinafter.
2. Terminals shall be Square D Class 9080, Type KBA-1 with one terminal for each incoming and outgoing conductor. Cabinets shall be constructed and finished identical to panelboards. A 1/2" plywood backing shall be furnished in all terminal cabinets. Terminal cabinets shall be manufactured by the same manufacturer as the panelboards.
3. Boxes and cabinets shall be independently and securely fastened to the structure, and in concealed work shall be set flush with the finished surfaces of the walls or ceilings.
4. Where boxes and cabinets are identified on the drawings, they shall be furnished with engraved laminated nameplates identifying the enclosure. Submit schedule for approval.
5. Telephone and relay control cabinets shall be furnished with mounting backboards, 3/4" plywood.

K. PULL BOXES:

1. Pull boxes shall be code gauge, galvanized sheet steel, and shall be installed wherever indicated, as required by Code, and as directed in order to facilitate the pulling in of wires or cables in the conduit. All boxes shall be provided with removable covers secured with machine screws.

2. All boxes exposed to the weather, moisture, or special environments, shall be suitable for the installation.
3. Pull boxes shall meet all code requirements as to size for conduits terminating therein and to thickness of metal used in fabrication or casting.
4. Fabricated sheet steel pull boxes shall be installed only in dry protected locations and shall be furnished with required knockouts and removable screw cover. Box shall be finished with one coat of zinc chromate and a coat of primer sealer and where exposed to public view shall be painted to match the surroundings.
5. Weatherproof sheet steel pull boxes shall be fabricated of code gauge galvanized sheet steel with two coats of rust resistant finish and shall be furnished with gasket and made completely weathertight.
6. Cast iron pull boxes shall be furnished with gasketed screw cover, drilled and tapped holes as required. Boxes shall be as manufactured by T & B, Alhambra Foundry Co., or Russell and Stoll. Where cast iron pull boxes are called for as being flush with finished grade, boxes shall have integral flange or trim.

L. CONCRETE PULL BOXES:

1. Concrete pull boxes shall be of the size as shown on the plans with parkway or traffic type cover. Concrete pull boxes shall be Brooks or Christy.
2. Pull box covers shall be of the parkway or heavy duty traffic type as called for on the plans. Parkway type covers shall be checkered plate tread with tapered brass screws holding the cover closed on all four sides. Cover shall be of sufficient strength to span the opening with minimum deflection, shall have red lead base paint on both sides, and a finish color coat as selected by the City/Owner. Heavy duty traffic type covers shall have square block tread, drop lift handles, sets and covers ground to fit, and finished as described for parkway covers.

M. 600 VOLT WIRE AND CABLE:

1. All conductors shall comply with the specifications of Underwriters' Laboratories, Inc., for 600 volt insulated copper conductors. No wires shall be smaller than 12 gauge unless noted otherwise on drawings. Wire and cable shall be delivered to the site in original and unbroken packages marked and tagged with UL labels; size, kind and insulation of wire; month and year of manufacture, not to exceed eight months prior to date of delivery. Conductors shall be copper, 600 volt insulated, or the following types:

Conductors for lighting and power shall be XHHW-2.

Conductors for control wiring shall be XHHW-2.

Conductors for use in fixture raceways shall be type RHH or RHW-2 if the fixture temperature does not exceed 90 degrees C, AVA shall be used if the fixture exceeds 90 degrees C.

2. Color code for power and lighting systems shall be as follows:

120/240 volt, 1-phase, 3-wire systems, phase A, black; phase B, red; neutral, white; ground, green.

208Y/120 volt, 3-phase, 4-wire systems, phase A, black; phase B, red; phase C, blue; neutral, white; ground, green.

480Y/277 volt, 3-phase, 4-wire systems, phase A, brown; phase B, orange; phase C, yellow; neutral, white; ground, green.

N. DRY TYPE TRANSFORMERS:

1. Dry type transformers shall be two winding type, air cooled, copper windings, of the voltage rating and capacity indicated on the drawings. Transformers shall be ventilated steel

enclosed with conduit knockouts to the wiring compartment. Oxygen free copper shall have Class H insulation.

2. Transformer primaries shall have two 2 1/2 percent FCAN, and two 2 1/2 percent FCBN taps.
3. Transformer noise level shall be NEMA standard for general purpose transformers. Rubber vibration dampers shall be installed between core and coil assembly and mounting bracket.
Transformers shall have load lugs for full capacity parallel wiring in a compartment suitable for termination with specified conductors.
4. Transformer nameplates shall carry all electrical data, including taps, voltage combination wiring diagram, tap terminal arrangement, KVA, impedance and reactance. Transformer submittal shall include nameplate information, db level, no load 25% - 50% - 75% and full load losses, height, width, length, and weight.
5. Identified transformers shall be furnished with engraved laminated nameplates identifying the transformer, feeder source, and panel or load fed. Submit nameplate schedule for approval.
6. Manufacturer shall be Square D or General Electric.

O. DISCONNECT SWITCHES:

1. All safety switches, unless otherwise specified or shown on the drawings, shall be 480 volt or 250 volt class, of the visible blade type, heavy duty, horsepower rated and shall have quick-break, quick make type with three poles in NEMA Type 1 enclosure with number of poles and amperage as indicated on the drawings. Where enclosure is indicated W.P. (weatherproof) switches shall be in raintight NEMA Type 3R enclosure. Switch handles shall be capable of being locked in the open or closed position.
2. Safety switches for disconnecting use only shall be of the non-fusible type.
3. Switch size shall be as required by Code, unless shown on the drawings to be of a larger size. Fuses shall be dual element, and current limiting, of the sizes shown on the drawings, as manufactured by "Bussman". Provide 10 percent but not less than three spare fuses for each size and type fuse specified.
Identified switches, and switches for mechanical equipment, shall be furnished with engraved laminated nameplates indicating their use, equipment designation, and feeder source. Submit nameplate schedule for approval.
4. Manufacturer shall be Square D or General Electric.

P. MANUAL MOTOR STARTERS:

1. Manual motor starters shall be flush or surface mounting with number of poles and sizes of thermal overload heaters as required for the motor being controlled. All flush mounted units shall have proper back boxes. Where pilot light is shown, the pilot light shall be installed in a separate outlet box adjacent to the starter outlet.
2. The starters shall be as follows:

<u>Manufacturer:</u>	<u>10. 1ph & Below:</u>	<u>Others:</u>
Arrow-Hart	Type RL	Type LL
Allen-Bradley	Bul. 600	Bul. 609
Cutler-Hammer	Bul. 9101	Bul. 9115
General Electric	CR101	CR1062
ITE	Class C10-C12	Class C20
Square D	Class 2510, Type A	Class 2510, Type B

Q. MAGNETIC MOTOR STARTERS:

1. Magnetic motor starters shall be A.C. line voltage, across- the-line units in NEMA 1 enclosure. All starters located outside of a building or indicated to be weatherproof (W.P.) shall be furnished in NEMA Type 3R enclosure. Starters shall be horsepower rated for the motor controlled and shall be equipped with properly sized overload elements. Every pole shall be with overload element.
2. Each starter shall be equipped with integral control transformer, pilot light, "HAND-OFF-AUTO" or Start-Stop switch, minimum one auxiliary contact. Additional auxiliary contacts shall be provided as required by the control wiring diagrams.
3. Each starter shall have an engraved nameplate.
4. Magnetic motor starters shall be as follows:

<u>Manufacturer:</u>	<u>Type:</u>
Arrow-Hart	RA
Allen-Bradley	Bul. 709
Cutler-Hammer	Bul. 9586
General Electric	Class CR106
Square D	Class 8536

R. COMBINATION MAGNETIC STARTERS:

1. Combination magnetic starters shall be non-fusible safety switch and an across the line magnetic motor starter, both as specified in preceding paragraphs, installed in NEMA Type 1 enclosure or NEMA Type 3R enclosure for outdoor installation.
2. Combination magnetic starters shall be as follows:

<u>Manufacturer:</u>	<u>Type:</u>
Arrow-Hart	RAC
Allen-Bradley	Bul. 712
Cutler-Hammer	Bul. 9589 or 9591
General Electric	Class CR107 or CR108
Square D	Class 8538 or 8539

S. INDIVIDUAL CONTROL RELAY:

1. Individual control relays shall have convertible contacts rated a minimum of 10 amperes, 600 volts. Coil voltage, number and type of contacts shall be verified. Furnish in NEMA Type 1 enclosure.
2. Relays shall be as follows:

<u>Manufacturer:</u>	<u>Type:</u>
Allen-Bradley	Bul. 700, Type BX
Arrow-Hart	IMP
Cutler-Hammer	Bul. 9575
General Electric	Class CR2811
Square D	Class 8501, Type A

T. TIME SWITCHES:

1. Time switches shall be as shown on the drawings.

U. CONTROL TRANSFORMERS:

1. Provide transformers for use on 60 hertz systems with the following characteristics:

Type: Dry, self-cooled, 2-winding type.
Ratings: Phase, voltage and connection arrangements, as indicated.

Capacities: Volt-ampere capacities as indicated or as required.

Sound Ratings: In the installed condition, the sound level shall not be audible to the occupants of the building during normal building use.

Fusing: Provide secondary fusing on transformer housing.

Disconnect: Provide disconnect switches for primaries of transformer if required by jurisdictional authorities.

Manufacturer: Minneapolis Honeywell, or Sola.

V. LIGHTING CONTACTORS:

1. Contactors for control of lighting shall be 600 volt, A.C. electrically held units, open type for panel mounting with number of poles and of size and with coil voltage as indicated on the drawings and shall be manually operable from the face of the unit.
2. Contactors shall be mounted in panelboards in barriered section under hinged lockable doors or in contactor cabinets as called for on the drawings. Contactors shall be installed on sound absorbing rubber mounts.
3. Contactors shall be Automatic Switch Co., Bulletin #920 for 2 and 3 pole and ASCO Bulletin #915 for more than three-pole, General Electric Class CR 160MB for 2 and 3 pole or Square D Class 8903 with switch for 2, 3, and 4 pole.

W. AUXILIARY GUTTER:

1. Auxiliary gutter shall be furnished and installed complete by this Contractor in locations as shown on the drawings.
Gutter shall be screw cover type unless noted as hinged cover type on the drawings.
2. Wall mounted gutter shall be securely anchored with pre-set inserts or special backing.
3. Gutter which is suspended from ceiling shall be supported at intervals not exceeding 5'-0" on centers with 3/8" rods and shall be braced to prevent swaying.
4. Gutter shall be of size as shown on the drawings, complete with end caps, couplings, hangers, elbows and offsets as required for the proper installations.
5. Gutter shall be equal to Square D D.C. Lay-in duct.
6. Conduit seal shall be provided where indicated on the drawings to seal the ends of a conduit run against water, gas or other undesirable objects from entering the conduit. Conduit seal shall be O.Z. Electric Mfg. Co. Type "CSBG".

X. LIGHTING FIXTURES AND LAMPS:

1. The Contractor shall furnish and install lighting fixtures indicated in the FIXTURE SCHEDULE on the drawings or approved substitution, complete with all necessary mounting hardware, and lamps indicated.
2. All exterior lighting fixtures shall have wet location label.

Y. LIGHT EMITTING DIODES (LED) AND DRIVERS:

1. LED sources must meet the correlated color temperature (CCT) indicated on drawings. The color rendering index (CRI) shall be greater than 65%. The minimum useful life shall be 50,000 operating hours before reaching the lumen output degradation point, accounting for individual LED lumen depreciation and catastrophic failures.
2. LED drivers must have a minimum efficiency of 85%. Rated case temperatures shall be suitable for operation in the luminaire operating in the ambient temperatures. Input voltage shall be capable of 120 to 277 ($\pm 10\%$) volt, single phase as required by the site. Power

supplies shall be UL Class I or II output. The operating frequency must be 50/60 Hz. Drivers must have a minimum power factor of 0.90. The minimum time between failures (MBTF = total hours of testing / number of failures) shall be greater than 300,000 hours at full load and 25 degrees C ambient. Lifetime = 100,000 hours at full load and 25 degrees C ambient.

Z. TELEPHONE SYSTEM:

1. The Contractor shall furnish and install an empty conduit system for telephones as indicated on the drawings.
2. Telephone backboards shall be 3/4" plywood.
3. Provide telephone system ground at the main entrance backboard.

AA. LOW VOLTAGE SYSTEM:

1. The Contractor shall furnish and install an empty conduit system for low voltage system such fire as alarm system, public address system, security system etc., as indicated on the drawings.

BB. GROUNDING SYSTEM:

1. The grounding system shall consist of connection to underground metallic cold water pipe not less than 10' long effectively grounded, ground rods and UFER ground. Ground clamps shall be approved type. The maximum resistance to ground shall not exceed 5 ohms. The interior metallic cold water piping system shall always be bonded to the service-equipment ground.
2. Ground conductors for branch circuit wiring shall be attached at each outlet to the back of the box using drilled and tapped holes and washer head screw, 6-32 or larger.

CC. TEST MANDREL:

1. A segmented steel test mandrel of proper size shall be pulled through each non-metallic conduit 2" and larger. This test shall be made within 2 hours after concrete envelope has been poured. A steel cable shall be fastened to both ends of the mandrel and mandrel shall be repulled through the conduit in the opposite direction.

DD. ROOF JACKS:

1. Galvanized iron roof jacks of the proper size shall be furnished and installed by this Contractor for each conduit that stubs up through roof.

EE. CONCRETE WORK:

1. The concrete work for conduit envelopes shall be non-structural slab type with a mix of 1:2 1/2:3 1/2 by volume with 7 1/2 gal. of water per sack of cement.

FF. MISCELLANEOUS IRON WORK:

1. All miscellaneous iron work required to complete and properly install the electrical work shall be furnished and installed. This shall include all supports, pull-in irons, etc.

GG. STAINLESS STEEL:

1. In all cases where stainless steel is specified, called for or used under this Division of the specifications for plates, cabinet or panel covers, lighting fixtures, etc., it shall be a non-magnetic, non-corrosive, chrome-nickel alloy. The finished material shall be free of any burrs. All exposed screws shall be of the same alloy. The steel shall be composed of 18% chromium and 8% nickel and shall be A.I.S.I. Type 302 finished satin.

HH. NAMEPLATES:

1. Provide white-on-black nameplates for each switchboard, panel, terminal cabinet, control center, pull box, disconnect switch and magnetic motor starter to correspond with designations on the drawings.
2. Nameplates shall be secured with screws, bolts, or rivets. Other means of attachment shall not be accepted. "DYMO" type labels will not be accepted.

PART 3 - INSTALLATION

A. CONDUIT:

1. Conduits run exposed and subject to mechanical injury shall be rigid heavy wall galvanized steel conduit.
2. Conduits run exposed outside, or in floor slabs, shall be rigid heavy wall galvanized or sherardized steel.
3. Conduits run below floor slabs, and underground exterior to the building shall be schedule 40 heavy wall high impact, PVC electrical conduit. All conduit joints shall be made with factory approved welding solvent. A ground wire shall be installed in all PVC conduits along with circuitry wiring, or with the duct bank in accordance with the requirements of the drawings.
4. All underground conduit containing cable shall be sealed with duct seal at each end.
5. Underground conduits shall be installed 30" minimum depth where subjected to vehicular traffic and no less than 24" under any circumstances. A 6" wide red detectable warning tape "CAUTION-BURIED ELECTRICAL LINE BELOW" shall be installed 6" below finished grade in all trenches.
6. All risers shall be rigid steel and shall be encased in concrete completely.
7. Conduit for lighting and outlet circuits shall be EMT in areas above suspended ceilings, in walls, and other areas where not subject to mechanical injury.
8. All panelboard and transformer feeders shall be rigid heavy wall steel conduit where installed above grade.
9. Flexible conduit shall be installed to all rotating or vibrating equipment. Sealtite conduit shall be used for all exterior equipment. Flexible conduit for motor connections shall have a maximum length of 36 inches. A ground wire shall be installed in all flexible conduit.
10. Exposed conduits one inch and smaller shall be secured to the building construction with one hole straps, spaced as required by Code.
11. All concealed or exposed conduit larger than one inch shall be secured in place with T & B, or equal, pipe straps, suspended pipe hangers, or grouped on racks. Rods or pipe supports shall be screwed to wood construction with wood or lag screws, and to concrete with concrete inserts.
12. Exposed conduit shall be uniform and symmetrical, rigidly and securely fastened to the structure. Perforated pipe strap may not be used.
13. Conduits shall not be supported from ducts, pipes of other trades, or from suspended ceiling members, unless specifically approved by the Architect.
14. Conduit shall not be run closer than 6 inches to any hot water pipe, steam pipe, heater flue, or vent.
15. Factory ells shall be of the same make, quality, and finish as the conduit used, or ells may be formed from conduit using approved factory benders. All conduit ells used on the

underground distribution shall have a minimum radius of ten times the conduit size where rising into equipment, or vertical runs, and shall be rigid heavy wall steel, or plastic coated or wrapped rigid heavy wall steel.

16. Changes of direction in underground or underfloor conduit runs shall be made with long radius sweeps.
17. Connectors and couplings for EMT shall be of the compression or drive on type. Set screw or indenter type will not be allowed.
18. No running threads or split couplings will be permitted.
19. Conduit terminations at outlets, boxes and cabinets shall be provided with locknuts and bushings. Ends of conduit 1 1/4" trade size and larger, and conduits containing #4 AWG size cables, and larger, shall be equipped with insulated bushings. Feeder conduit bushings shall be grounding type.
20. All conduit bodies installed in any location where moisture is apparent, shall be equipped with rubber gaskets.
The Contractor shall furnish and install fittings, special devices and material, which may be required for the proper installation of the conduit system.
21. Conduits shall be thoroughly swabbed out. The Contractor shall leave all conduits dry and clean of obstructions. Conduits stubbed up during the course of construction shall be capped with a fitting approved for the purpose.
22. Conduit and metallic raceway systems shall be mechanically and electrically continuous from sources of current to all outlets in a manner to provide a continuous grounding path.
23. Conduits stubbed through concrete floors shall be rigid steel, and shall have a conduit coupling finished to the floor line. Empty conduits shall be plugged with a conduit plug at the floor line.
24. Install a 2500 pounds tensile strength polyester measuring/pulling tape, end to end in each spare or empty conduit, with a tag at each end, designating opposite terminus of the conduit, and planned use or designation of conduit.
25. Conduit shall be supported at intervals not exceeding 10 feet and in all cases where a support not more than 3 feet from the outlet and at any point where it changes direction.
26. Minimum clearances of 6" shall be maintained between conduits and hot water, steam pipes, heaters, etc., and 18" from the covering on flues and breeches.
27. Each bend of conduit shall be reamed and conduit thoroughly cleaned of burrs, scale, dirt, etc., both inside and outside.
28. Ends of all conduits shall be kept closed with approved conduit seals during construction of building.
29. All underground stub outs or group of stub outs in one location shall be furnished with concrete monument 6" x 6" x 15" deep buried flush with 3" square brass plate securely mounted and engraved with the number and size and depth of conduits.
30. Joints in all conduit installed in concrete, or exposed to weather, shall be liquid and gas tight.
31. Conduit stubs installed for future extensions shall be rigid steel for at least 5 feet of the conduit run. The conduit runs shall be double terminated with couplings and pipe plugs. The closed end shall be double wrapped with Scotchrap #50 for the last 12 inches. The concrete envelope shall leave 3" of the wrapped conduit exposed for future connection.

32. Conduit shall be concealed, unless otherwise noted. All conduit runs exposed to view, except those in attic spaces, shall be installed parallel, or at right angles to structural members, walls, or lines of the building. Where conduit passes from one type of construction to another, or where there is a possibility of dissimilar movements, a suitable flexible or expansion device shall be installed.
33. Expansion fitting shall be equal to 0.7 type DX. Where storm drains, sewer lines and other gravity lines are to be crossed by conduits, grade stakes shall be set for the gravity lines, elevations of conduits shall be put at proper depth so that there will be no conflict with storm drains, sewer lines and other gravity lines.
34. All public telephone conduit runs shall be installed with long radius sweeps, and no factory "ells" shall be permitted. Conduit shall be installed in a manner satisfactory to the Telephone Company Engineers.
35. Use approved conduit unions where union joints are necessary. Running threads will not be permitted. Unless noted otherwise, and all screws, bolts, etc., shall be in place upon final inspection.

B. OUTLET BOX:

1. Outlet boxes shall be accurately placed, independently and securely fastened to the structure, and set so that plaster rings will finish flush with the finished surface of wall and ceiling. Secure conduit to outlet boxes with double lock nuts and insulated bushings.

C. CONCRETE PULL BOXES:

1. Concrete pull boxes shall be installed on a bed of twelve inches compacted pea gravel or clean river sand, level, and the pea gravel or sand shall be spread to an area six inches greater than the exterior size of the pull box.

D. WIRE AND CABLE:

1. Unless otherwise noted on the drawings, all wire and cable shall be installed in conduits.
2. All lighting, power and control circuits shall be identified at each terminus, and in each junction or pull box. Lighting and power circuits shall be identified as to panel and circuit. Wire markers shall be Brady, or equal.
3. Splices in conductors #8 and smaller shall be made with "Scotchlok" insulated connectors of proper size.
4. Splices in conductors #6 and larger shall be made with pressure type solderless connectors taped with 3-M "Scotch" #33 electrical tape.
5. Connectors and terminal lugs shall be used for terminating stranded conductors #6 and larger and shall be T & B, ILSCO, or equal, solderless connectors.
6. Wire in panel, cabinets, pull boxes and wiring gutters shall be neatly grouped, taped together with 3-M "Scotch" #33 plastic electrical tape, T & B Model Tyrap cable strap or laced with #12 stranded lacing twine and fanned out to the terminals.
7. Neutral conductor shall be continuous in outlet boxes and shall not be broken by addition or removal of devices.

E. MOUNTING HEIGHTS:

1. Unless specified elsewhere, or shown, the following mounting heights shall apply:

Panelboards over 29" high: 6'-0" to handle of highest circuit breaker
Disconnect switches: 4'-0" to center line

Receptacles: 15" finished floor to bottom of box
Wall switches: 4'-0" to top of box

F. GROUNDING:

1. Grounding shall be executed in accordance with all applicable codes and regulations both of the State of California and local authorities having jurisdiction.
2. The service ground shall be a footing steel "UFER" ground, or as shown on the drawings. Braze, or thermoweld, a copperclad steel rod to the reinforcing steel. Extend the rod to the service switchgear so as to make it permanently available for connecting to the ground conductor. Resistance of the "UFER" ground shall not exceed 5 ohms. Where the measured resistance to ground is more than 5 ohms, additional ground rods or longer ground rods driven to a greater depth, shall be used.
3. Ground conductor shall be XHHW-2 insulated stranded copper conductor installed in conduit. Connect to the ground rod, and extend to the ground bus in each service. A ground conductor shall be used for transformer grounding.
4. The interior cold water piping system shall be bonded to the "UFER" ground rod, with XHHW-2 copper conductor installed in conduit.
5. All equipment, including switchboard, service entrance equipment, conduit system, motors, and other applicable apparatus, shall be grounded, or bonded.
6. If non-metallic or flexible conduit is used, a green insulated, copper ground wire sized in accordance with code shall be installed. Conduit size shall be increased to conform to code.
7. The ground bus shall be equal to the neutral bus and shall have a separate lug for each ground conductor.
Continuity of equipment ground shall be maintained throughout the system. This Contractor shall exercise every precaution to obtain good contact at all conduit connections, panel boxes, pull boxes, etc. Where it is not possible to obtain contact, bonding shall be provided.
8. Do not use water pipe as ground. Water pipe system is non-metallic. All be connected to system ground. Neutral to ground shall not exceed five ohms. Connect fixture to ground with #10TW wire. All rigid galvanized steel conduit shall be properly grounded. Use proper ground rod clamps and conduit fittings to ground cable and conduit to driven ground rods. Size as required by code. Bond to building cold water piping.
9. Equipment grounding conductors installed in conduit shall be in accordance with the following schedule as a minimum:

Circuit Breaker/Fuse Size	Ground Conductor
0A to 20A	#12 Copper
21A to 60A	#10 Copper
61A to 100A	#8 Copper
101A to 200A	#6 Copper
201A to 400A	#3 Copper
401A to 600A	#1 Copper
601A to 800A	#1/0 Copper

G. LUGS:

1. Furnish and install proper lugs in all panelboards, switchboards, gutters, etc., required to properly terminate every cable. Where paralleled conductors or conductors of size larger than the capacity of breaker are to terminate on a breaker a short length of copper cable (of capacity of the breaker) shall be connected to the breaker, and the proper bolt or

compression type lug installed to connect this cable to the feeder cable. The cutting of cable strands to fit the breaker will not be permitted.

H. PAINTING:

1. All electrical work exposed to view which is not pre-finished or for which other finishing instructions are not given, shall be painted to match surroundings. Work to be painted shall include conduit, hangers, outlet boxes, pull boxes, surface metal raceways and similar items
2. Factory finish paint: junction and pull boxes, panelboards, switchgear, cabinets, equipment enclosures, lighting fixtures.
3. Field paint: All ferrous material, not having a factory finish, shall be given a prime coat of zinc chromate. Finish coat shall be field painted in accordance with Division 9, as required. All electrical work shall be left in proper, clean dry, smooth condition to receive the painting work.

I. LIGHTING FIXTURES:

1. Install in accordance with manufacturer's instructions.
2. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prohibit movement.

J. CONNECTIONS TO EQUIPMENT OR SYSTEMS:

1. The Electrical Contractor shall connect to equipment furnished by other contractors where noted on drawings, including booster pumps and irrigation controllers.

K. PARKING AND WALKWAY LIGHTING SYSTEM:

1. Anchor base templates shall be provided. The poles shall be delivered to the site and assembled for light fixture mounting.
Proper precaution shall be taken when erecting poles to prevent any damage to poles and equipment mounted on them. Poles shall be set vertical with a transit and not be off place more than +2" at the top.
Scuff marks shall be repaired to match pole or entire pole painted. Pole galvanized areas shall be repaired with hot stick galvanize.
Provide written evidence that the installed poles will meet State Division of Industrial Safety requirements.
2. Light Fixtures:
All wiring of the luminaire assembly shall meet California Electrical Code and shall pass from each luminaire on the assembly through protective enclosures to join in a common enclosure. Each luminaire shall have individual fuses or circuit breakers for over-current protection which protection devices shall be located in ballast boxes or in adjacent metal enclosures.
3. Control Equipment:
Provide and install in control panel in space provided, time clocks, contactors, relays, and control equipment as noted on drawings. Contactors shall be behind locked door. Meters, clocks, and HOA override switches shall be flushed in control panel inner door with nameplates. Equipment shall be mounted on mounting panel. Set time clock trip elements as directed by the City.
All contactors operating any type of exterior lighting, including building mounted security lights, shall have a labeled manual override (HOA) switch at the control panel. Sports lighting time clocks shall be installed, with relays as necessary, to operate the contactor coils such that the "on" button will not activate the lights prior to a given start time and the light system will shut off at a given curfew time whether the "off" button is activated or Field
4. Technician On-site Visit:

Manufacturer shall provide an on-site visit by a factory technician after completion of the installation. The factory technician shall make any necessary adjustments to the aiming in order to ensure that specified maximum footcandle levels are not exceeded. This service shall be included at no additional cost to the owner or installing contractor.

L. FOUNDATIONS:

1. Contractor shall excavate and install, for each pole, foundations as noted on the drawings. All concrete shall be poured against undisturbed soil. Backfilling and compacting will not be approved. Form the top 8" of each foundation and finish top of slab with an outward taper approximately one (1) foot. A slip form may be used when pouring the foundation. Hole may be drilled as slip form is placed. Foundation shall be equipped with reinforcing steel as noted on drawings. Foundation dimensions are based on poles and fixtures specified. Grout under poles with structural grout. Steel reinforcing bars shall conform to ASTM A615, Grade 40 Reinforcing Steel Test is required. Call for steel placement inspection when ready as noted.

Foundation holes shall be inspected by the Soils Engineer prior to pouring concrete. Inspector shall notify the Soils Engineer. Owner shall pay for all soil inspection.

2. Concrete Pole Foundation.

Concrete: Concrete backfill shall have a minimum ultimate compressive strength at 28 days of 3,000 psi. Concrete backfill shall attain a minimum strength of 2,000 psi prior to steel pole erection.

Pacing: Cement shall be packed in strong paper or jute sacks with the brand and name of the manufacturer plainly marked thereon.

Aggregates per ASTM C-33.

Storage: Aggregate shall be stored on the site separately and measured in a manner to avoid the inclusion of foreign materials as approved by the Inspector.

Water: Water required for all purposes shall be clean, free from strong acids, alkalis, oil, or organic materials. Concrete shall be a mixture in the unit proportions of Portland Cement. Use type II Portland cement or as recommended by the Geotechnical Engineer.

Mixing: All concrete shall be mixed in conformance with ASTM C-94 (1" maximum aggregate size). Materials for each batch of concrete shall be accurately and separately measured and placed in the mixer.

Consistency: The quantity of water used shall not exceed the maximum quantity specified and shall be the minimum necessary to produce concrete of the workability required by the Inspector. Supplementing the predetermined amount of water by additional water because of the slowness of discharge or for any other reasons will not be permitted.

Transit-Mixed Concrete: The Contractor may use transit-mixed concrete in lieu of concrete manufactured on the site, provided the materials used in its manufacture comply with the requirements of these specifications.

Place concrete immediately after completion of excavation and inspection by the geotechnical engineer. No excavations shall be left unprotected or open.

Concrete shall be placed in one continuous operation (no construction joint) with special equipment with a maximum free fall of 5 feet and to prevent concrete from striking the sides of the excavation. Vibrate top 5 ft.

The manufacturer of the transit-mixed concrete shall deliver to the Inspector on the work, a certificate with each mixer truck, stating the quantity of cement, water, fine aggregate and coarse aggregate. Certificate shall be certified at batch plant that it meets these requirements and delivered to the Inspector.

Transit-mixed concrete shall not be delivered to the work with the total as specified amount of water incorporated therein. Two and one-half gallons of water per cubic yard shall be withheld and may be incorporated in the mix before the concrete is discharged from the mixer truck, under the supervision of the Inspector.

Use: The Contractor shall not re-temper any concrete or use any concrete that has stood more than 15 minutes after leaving the mixer.

PART 4 - QUALITY ASSURANCE

A. RECORD DRAWINGS:

1. Maintain in good order in the field office a complete set of electrical drawings. All changes to the contract shall be clearly recorded on this set of drawings.
2. Maintain a completely dimensioned record of all buried conduits exterior to the building. Dimensions shall include depth from finished grade or datum, and dimensions to two fixed points above grade, for all changes in direction, to define the routing of all buried conduits.
3. Maintain a record of the routing of all major feeder conduits inside of the building.
4. At the end of the project, the Contractor shall turn the drawings over to the City/Owner. Each drawing shall be initialed by the Contractor, certifying the correctness of the "As-Built" drawing.

B. TESTS:

1. Upon completion of the work, and adjustment of all equipment, all systems shall be functionally demonstrated to the City/Owner's representative. All systems shall function electrically in the manner required.
2. The Contractor shall furnish all necessary instruments and equipment required for making tests, and shall test all wiring for shorts, open circuits, grounds, etc. The switchboards, and distribution panels (branch panels and EXO switches excluded) shall be tested and inspected as follows:
 - a. All circuit breakers shall be tested and inspected for proper trip operations on long delay, short delay, and instantaneous trip. Test current for long delay tripping shall be 300 percent of rated trip.
 - b. All relays, and ground fault relays, shall be tested for operation, and coordinated.
 - c. All fused, non-fused, and transfer switches shall be checked for proper operation.
 - d. All motor starters shall be checked for proper operation and condition. All bolted connections shall be checked and tightened for proper torque, as recommended by the manufacturer.

END OF SECTION

SECTION 16500- EXTERIOR ATHLETIC LIGHTING

PART I - GENERAL

1.01 Related Documents

Drawings and general provisions of the bid documents, including general and supplementary conditions apply to this section.

1.02 Description of Work

A. The Sports Lighting section includes:

1. Galvanized steel pole and luminaire mounting crossarms
2. LED Luminaires, with appropriate glare/spill light control
3. Remote driver enclosure
4. Pole Foundations
5. Control System

B. The purpose of this specification is to define the performance standards, product values and features, required manufacturer's service responsibilities, and design standards for Olive Bowl/Kaku Park Expansion, Lindsay, CA.

1.03 Submittals

A. It has been predetermined that these project specifications are the minimum acceptable criteria for this project. Musco Sports Lighting LLC, Total Light Control – TLC for LED™ technology is the only pre-approved equipment supplier.

B. Manufacturers requesting approval shall provide submittal information as per Section 1.03 D. Submittal information must be received 10 days prior to bid opening, approved manufacturers will be notified by addendum.

C. Submit each item in this article according to the conditions of the contract and specification section. Any deviations to the specification require the manufacturer to list and describe in detail such deviations. Failure to provide this information shall be grounds for immediate rejection.

D. Submittal information required:

1. Light scans as per Section 1.04 of the specification.
2. Spill scans as per Section 1.05 of the specification.
3. Detailed warranty information as per Section 3.01 of the specification.
4. Detail foundation design as described in Section 2.01
5. Provide written information for the automated control system to include monitoring. Also provide examples of system reporting and access for numbers for personal contact to operate the system.
6. The manufacturer must submit evidence in the form of a letter from a California Licensed structural engineer that the manufacturer has the ability to conform to the California Title 24 structural design requirements. The manufacturer must provide five (5) similar pole submittal project reviews approved by the California Division of State Architecture's office in the past two (2) years. The examples are to include the D.S.A. file numbers.
7. Lighting Manufacturer will supply certified photometric reports from Independent Testing Lab (ITL) or a Certified Lab along with an aiming angle summary for verification.

1.04 Sports Lighting Performance

A. Illumination Levels and Design Factors: The illumination levels specified shall be based on light levels for 25 years. Light levels shall not drop below specified targeted lighting levels during the specified warranty period. Appropriate light loss factors shall be applied and submitted for the basis of design.

Area of Lighting	Light Levels	Uniformity	# of Points	Size of Area	Grid Spacing
Baseball Field	Infield – 50fc	2:1	25	288'/	30' x 30'

	Outfield – 30fc	2.5:1	71	301'/300'	
Softball Field 1	Infield – 50fc	2:1	25	200'/ 200'/ 200'	20' x 20'
	Outfield – 30fc	2.5:1	71		
Softball Field 2	Infield – 50fc	2:1	25	200'/ 200'/ 200'	20' x 20'
	Outfield – 30fc	2.5:1	71		
Skatepark	30fc	2.5:1	88	104' x 110'	10' x 10'

1.05 Spill And Glare Analysis

- A. Submitted spill/glare computer models shall depict the field test stations at **the roads bordering the property**. The test stations shall be shown every 30' along the line with the field lights on. Bidder shall submit, as described below:
1. Horizontal footcandles: No single point shall exceed 1.0 footcandles. Models shall represent readings taken with the meter positioned horizontal 36 inches above grade.
 2. Vertical footcandles: No single point shall exceed 1.0 footcandles. Models shall represent readings taken with the test cell positioned 36 inches above grade and aimed at the brightest light source.
 3. Candela Readings: At the roads bordering the property at 3' above grade, the max candela reading (by fixture) shall not exceed 10,000 (candela). Readings taken with all fields illuminated.

B. MATERIALS

A. Pole Structural Steel

1. The pole shafts shall be high strength low alloy tapered tubular steel that is equal to current ASTM A595 standards, with galvanized coating inside and out. All connections of pole sections shall be by slip fitting the top section over the lower section by a length of at least 1.5 times the diameters.
2. Steel components of the poles shall be hot dip galvanized to current ASTM A-123. Steel portions of the pole shall be constructed such that all segments of the pole can be readily heated to like temperatures in commercially available galvanizing methods.
3. To avoid problems of galvanize adherence to differing steel alloys, all steel components used for the pole must be of the same type steel.
4. All exposed steel components of the pole shall be at least 18" above the surface of the ground to avoid exposure of the steel to the heavily moisture and oxygen laden air, both above and below the surface. There shall be a cap to cover the top of the pole so that rain will not enter the interior of the pole.
5. To avoid stress corrosion of the pole, there shall be no weld points of the steel portion of the pole within 18" of the ground. The pole shall be galvanized steel.
6. The poles for this project have been designed to withstand 95 mph winds based upon CBC-C standards. The premise of the wind speed criteria will be the 50 year mean recurrent isotach wind map. Applicable gust factors to be applied per code.

B. Foundation Design

1. The Manufacturer shall provide a stamped foundation design, prepared by a Structural Engineer, licensed in the State of California.
2. The foundation design shall be based upon recommendations contained in the Geotechnical Report furnished by the Owner. If a Geotechnical Report is not provided by the Owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by the 2019 CBC Table 1806.2.

3. It is the contractor's responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with: Providing engineered foundation embedment design by a registered engineer in the State of California for soils other than specified soil conditions. Additional materials required to achieve alternate foundation. No direct burial steel poles allowed.

4. Lightning Protection: Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A. If grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

C. LED Sports Lighting Fixtures:

The lens is permanently sealed to keep optics away from harmful environmental elements. Fixture is vented and filtered to adapt to environmental elements. Heat sink with a unique convective air cooling design with high thermal conductivity and corrosion resistant construction. Machine mounted surface for maximum heat transfer of diode assembly and maintains low LED junction temperature during high wattage operation. Custom high power diode package with a metal core printed circuit board. The light control visors are factory aimed. Controls and directs more light onto the field which reduced glare and spill and enhances the on-field playability. Fixture is powder coated gray.

D. Remote Electrical Enclosure:

Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. Drivers are remote for ease of installation and servicing. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.

E. Wire Harness: Spiral wound, abrasion protection sleeve, strain relief, plug-in connections

F. Energy Consumption: The average kWh consumption for the entire facility shall not exceed 81.96kW for the lighting system.

G. Controls and Monitoring System:

1. Factory assembled lighting control cabinet (LCC) – The LCC shall be assembled and wired by a UL listed panel builder. The LCC shall contain Contactors, Monitoring and Control System and door mounted Manual off-on-auto selector switches. The LCC shall arrive at the job site ready to attach to an existing wall, switchgear, or a free standing enclosure.

a. Control Wire Terminations - The Control Wire Terminations shall include UL listed terminal blocks mounted on a DIN rail and 250 volt, 16 amp, touch safe type fuse holders.

b. The ECE shall be constructed of aluminum and shall be powder coated gray. The cabinet door shall utilize a lockable, 3 point latching assembly that provides a NEMA 4 rated seal.

c. Contactor Modules – Contactors shall be UL listed for lighting applications. They shall be rated at full capacity, be electrically held, utilize a 120 volt coil and be rated for operation in a ambient temperature range from -40 degrees C to +70 degrees C.

d. Manual off-on-auto Selector Switches – For on site manual control, three position selector switches shall be factory mounted to the ECE door. The switches shall be keyed and maintain position, with make before break contacts. The switches shall be factory wired to control terminal blocks.

e. Warranty – The LCC shall be covered under the standard warranty for the accompanying lighting equipment.

2. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The

controller shall determine switch position (manual or auto) and contactor status (open or closed). The Monitoring System shall be factory wired to control terminal blocks.

3. Remote Lighting Control System: The Lighting Control System shall allow owners and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs. The Light Control System shall be factory wired to control terminal blocks.

3.01 Warranty

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering materials and labor for the entire system for 25 years from the date of shipment. Warranty shall specify light levels, system energy consumption, monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

3.02 Field Technician

- A. Manufacturer shall have available a local factory trained technician to provide project support including but not limited to: Lamp replacement, confirm luminaire, aiming points, troubleshoot, and educate customer maintenance personnel.