

BID DOCUMENTS FOR
RODGERS-SMITH PARK
RESTROOM REPLACEMENT
PROJECT

Bid Submittal Due
Thursday, February 20, 2025 at 2:00
p.m.



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PLEASANT HILL RECREATION AND PARK DISTRICT
NOTICE INVITING BIDS

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

Sealed bids for this project will be received by Lance Hurtado at 147 Gregory Lane, Pleasant Hill, CA 94523 until February 20, 2025 at 2:00 p.m., at which time they will be publicly opened and read. Bids must be made on the proposal forms included in the Contract Documents. The sealed envelope should be clearly marked with the name of the project and the time of the bid opening.

Bids will be opened at the time indicated above in the Administrative Offices, Board Room at 147 Gregory Lane, Pleasant Hill, CA 94523.

In general, this project includes: demolition and replacement of the restroom at Rodgers-Smith Park including installation of landscaping and ADA success improvements from parking lot to restroom. The work is to be complete within a period of 250 working days after issuance of the Notice to Proceed, unless otherwise agreed upon. **A Notice to Proceed will be issued once all insurance, bonds, and critical submittals have been approved.**

Requests for information on receiving bid packages or questions concerning the project should be directed to Project Manager Lance Hurtado, Building Maintenance and Facility Management Superintendent at 925-671-4648 or lhurtado@pleasanthillrec.com. You may view the plans and bid package at www.pleasanthillrec.com. Plans and specifications can also be obtained from the following locations:

1. CONSTRUCTION BIDBOARD (eBidboard); 11622 El Camino Real, #100, San Diego, CA 92130; (800) 479-5314; Email support@ebidboard.com; Website www.ebidboard.com
2. Dodge Data & Analytics; 830 Third Avenue, 6th Floor, New York, NY 10022; (877) 784-9556; Email support@construction.com; Website www.construction.com
3. BAY AREA BUILDERS EXCHANGE; 3055 Alvarado Street, San Leandro, CA 94577; (510) 483-8880 or (510) 818-0199; Email info@bayareabx.com or planroom@bayareabx.com; Website www.bayareabx.com
4. PENINSULA BUILDERS EXCHANGE; 735 Industrial Road, San Carlos, CA 94070; (650) 591-4486; Email support@constructionplans.org or andrea@constructionplans.org; Website www.safetystar.org/safetystar

All bids must include a bid security for at least ten percent (10%) of the total bid price including any additive items, which may be in the form of cash, a certified or cashier's check, or a bidder's bond. Bonds or securities assuring faithful performance and payment for labor and materials in an amount of at least one hundred percent (100%) of the contract amount, and insurance policies as required by the contract documents shall be furnished to the District upon execution of the contract.

Pursuant to California Business and Professions Code section 7059, the Contractor, at the time of bid submittal, must have the State of California General Contractor's license, Class "A," "B", or a combination of appropriate licenses required to perform the entire work.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). No contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. No contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the District, Contractor is certifying that it has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration, including each subcontractor’s DIR registration number, to the District.

Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

In accordance with California Labor Code Section 1771, all workers engaged in performance of the specified contract work shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the project is to be performed, including for holiday and overtime work as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are available at the District’s office at 147 Gregory Lane, Pleasant Hill, CA 94523, and shall be made available to any interested party on request.

Prevailing rate of per diem wages are also available online at:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

California Labor Code Sections 1777.1, 1775, and 1813 describing potential penalties contractors or subcontractors may be subject to for failure to comply with the prevailing wage law.

This project is also subject to compliance monitoring by the District pursuant to California Air Resources Board’s In-Use Off-Road Diesel-Fueled Fleets Regulation (Cal. Code regs. title 13, section 2449). By submitting a bid to the District, Bidder is certifying that its own fleet and that of any subcontractor are in compliance with the Regulation, and Bidder shall furnish valid Certificates of Reported Compliance with this bid unless exempt. More information on these regulations is available online at: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

The District reserves the right to reject any and all bids and/or to waive any bid irregularity to the extent permitted by law. If the District elects to award a contract for performance of the project, the contract will be to the lowest responsible bidder. All bids shall remain valid for sixty (60) days after the bid opening.

Bidders are directed to the Instructions for Bidders for additional contract requirements.

The Engineer’s Estimate for this Project is \$850,200.

Project Manager: Lance Hurtado, Building Maintenance and Facility Management
Superintendent, lhurtado@pleasanthillrec.com or 925-671-4648

PLEASANT HILL RECREATION AND PARK DISTRICT

INSTRUCTIONS TO BIDDERS

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

Proposal Requirement and Bidder's Representations

Format of Bids. Bids shall be submitted in writing on the Proposal Form provided by the District. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any proposal not meeting these requirements.

Bidder Representations. Each bidder by submitting a bid represents that:

The bidder has read and understands the Contract Documents and the bid is in accordance with all of the requirements of the Contract Documents and applicable law.

The bidder has visited and familiarized him or herself with the site conditions. It will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface and underground utilities) that may affect the cost, progress, or performance of the Project. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.

The bidder has informed the District in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the Contract Documents or between the contents of the Contract Documents and the Project site.

Interpretation, correction, or change of the Contract Documents prior to bid opening will be made by addendum signed by an authorized representative of the District and transmitted to all Contract Documents recipients. No other interpretation or information concerning the Contract Documents issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of the District and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the proposal forms. Any changes, exceptions, or conditions concerning the Project and/or the Contract Documents submitted by any bidder as part of a bid may render that bid non-responsive.

Eligibility and Responsibility.

The District has absolute discretion to determine the lowest responsive, responsible Bidder. The Contract will not be awarded to any Bidder who cannot give satisfactory

assurance of their ability to perform the Contract if it is awarded to them. Each Bidder may be required to furnish satisfactory evidence that it has sufficient means and facilities and has had ample experience in the type of work contemplated herein to deliver the materials and complete the installation in accordance with the specifications and within the time limit guaranteed.

All bidders must be Contractors holding a valid license to perform the required work as provided by the Business and Professions Code (see license requirements in the Notice to Bidders). The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

The Bidder is required to be registered as a public works contractor with the Department of Industrial Relations. The Bidder's registration must remain active throughout the term of the Contract.

The District may require bidders to complete a questionnaire regarding the Bidder's qualifications to complete the work. If such a questionnaire is included with the bid forms, the questionnaire must be fully completed, and the results of the questionnaire will be used in the District's determination of the Bidder's responsibility.

The District may also base its determination of responsibility upon interviews with previous public agencies, clients, design professionals, or subcontractors with whom the Bidder has worked.

In determining the Bidder's responsibility, the following factors may be considered:

Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance;

Work previously completed by the Bidder and whether the Bidder maintains a permanent place of business;

Bidder has adequate equipment to do the work properly and expeditiously;

Bidder has appropriate technical experience;

History of claims, litigation, poor performance, late project completions, warranty issues, failure to pay, and termination or disqualification from projects;

Bidder has successfully completed at least 3 similar projects in California;

Bidder's present workload allows adequate resources available for this Project.

Bidders shall submit with their bid a list of not less than 3 similar or larger public park renovation or installation projects which they have installed as evidence of its qualifications. The list shall state the name of the purchaser, location, date of contract, point of contact, phone number, email address, initial contract amount, final contract amount, description of scope of work and other pertinent data.

No person, firm or corporation shall be allowed to make, file or be interested in more than one (1) bid for the same project unless such alternate bids are called for. However, a person, firm or corporation who has submitted a sub-proposal to one bidder is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

Bidders failing to meet the requirements in this Section 1 will not be considered.

Plans and Documents

Plans can be obtained by filling out the project holders list at www.pleasanthillrec.com.

Paper copies of the bid documents and reasonable accommodations for auxiliary aids will be made available upon request by contacting Lance Hurtado, Building Maintenance and Facility Management Superintendent at lhurtado@pleasanthillrec.com or by phone at 925-671-4648.

Prior to bidding, Bidder is responsible for examining the job site and bid documents and notifying the District of apparent errors, omissions, and patent ambiguities in the plans, specifications, and Bid Proposal form. Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

General and local conditions to be encountered

Character, quality, and scope of work to be performed

Quantities of materials to be furnished

Character, quality, and quantity of surface and subsurface materials or obstacles

Requirements of the contract

The bidder is solely responsible for interpretations and conclusions that may be drawn from the supplied data.

Third-Party Information

The District does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third party source. The District shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information provided by any third party source.

Addenda

Every interpretation of the specifications, changes, additions or corrections will be in the form of an addendum to the contract documents, and when issued will be available at www.pleasanthillrec.com at least one (1) business day before bids are opened. Addenda withdrawing the Notice to Bidders or postponing the Bid Deadline may be issued any time prior to the Bid Deadline. However, the date and time of the Bid Deadline shall be extended by no

less than 72 hours if the District issues any material changes, additions, or deletions to the invitation less than 72 hours prior to the bid closing, pursuant to California Public Contract Code section 4104.5.

All such addenda shall become part of the Contract Documents and all bidders shall be bound by such addenda whether received or not received by the bidders.

Addenda shall be made available online at www.pleasanthillrec.com. Registered plan holders will receive notification at the email address provided upon viewing the bid documents.

Each Bidder shall acknowledge receipt of all Addenda on the Bid. Failure to acknowledge receipt of Addenda may render the bid non-responsive.

Pre-Bid Conference

A pre-bid conference will not be held for this project. The pre-bid conference is not mandatory.

Requests for Clarification and Project Communication

In the event the bidder has any questions as to the meaning of any part of the plans and specifications, or if the bidder finds any error, inconsistency, or ambiguity in the Contract Documents, the bidder shall make a written request for clarification prior to submitting its bid. All questions and comments regarding the plans and specifications should be directed to the Project Manager indicated below and will only be responded to if received in writing at least five (5) working days before the bid opening. Questions received after this time and date may not be responded to.

Project Manager: Lance Hurtado, Building Maintenance and Facility Management Superintendent, lhurtado@pleasanthillrec.com

Bid Security

All bids must be submitted on the Proposal Form provided with this Notice Inviting Bids and shall be accompanied by a Bid Security of at least ten (10%) of the base bid. Securities shall be in the form of cash, certified or cashier's check, or bidder's bond payable to the Pleasant Hill Recreation and Park District.

Failure of the successful bidder to execute and return the contract, or to file acceptable bond(s), insurance certificates and endorsements, or any other submittals as required by the Contract Documents, within ten (10) business days from the Notice of Award of the Contract shall be cause for the annulment of the award and forfeiture of the Bid Security.

The Bid Security of bidders, other than the successful bidder, may be retained by the District for a period of thirty (30) days after award or until fifteen (15) days after the successful bidder executes the contract and furnished bonds and required submittals, whichever occurs first. If a bidder to whom the contract is awarded fails, or refuses, to execute the contract or file required submittals within ten (10) days of notice of award, as herein provided, the District Board may award to the next lowest bidder and apply the Bid Security of the bidder failing, or refusing, to

execute contract and file required submittals as herein required to the difference between the two bids.

Bid Guarantee

No bid shall be withdrawn unless the bidder satisfies the requirements of Public Contract Code section 5103, and the bidder shall guarantee the Total Bid Price for a period of sixty (60) calendar days from the date of the bid opening.

Bids and Bid Opening

Bids must be submitted by submitting sealed paper bids to Lance Hurtado, Building Maintenance and Facility Management Superintendent at 147 Gregory Lane, Pleasant Hill, CA 94523, on or before the date and time noted in the Notice to Bidders, at which time bids will be publicly opened and read aloud in the Administrative Offices Boardroom.

Only the total bid amount will be read at the bid opening and not specific item unless requested, in writing, at the time of the submission of proposals.

Bids are required for the entire work described herein, and neither partial nor contingent bids will be considered.

Any bids received after the time specified on the Notice to Bidders or as extended via Addenda shall be returned unopened.

Bid Protests

All bid protests shall be in writing, addressed to Lance Hurtado, Building Maintenance and Facility Management Superintendent, received no later than 5:00 p.m. on the third (3rd) business day following the determination of the lowest responsible bidder ("Bid Protest Deadline"). Bid protests can be e-mailed directly to Lance Hurtado at lhurtado@pleasanthillrec.com.

Eligible Protestors. The party submitting the protest must have submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest.

Contents of Bid Protest. The Bid Protest must be specific and contain a complete statement of the factual and legal grounds for the protest and include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The Bid Protest must include the name, address, telephone number, and email address of the person representing the protesting party, if different than the protesting party.

Notification of Bid Protest. By or before the Bid Protest Deadline, the party submitting the Bid Protest must transmit the Bid Protest by email or personal delivery to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the Bid Protest.

Responses to Bid Protest. The protested bidder may submit a written response to the Bid Protest. This response must be submitted to the District no later than 5 p.m. on the second (2nd) business day following the Bid Protest Deadline. The response must include all supporting documentation, and any late material will not be considered. The response must include the name, address, telephone number, and email address of the person representing the responding party, if different than the responding party.

Notification of Response. By or before the deadline for submitting a response to the Bid Protest, the responding party must transmit the response to the Bid Protest by email or personal delivery to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the Bid Protest.

District Decision on Protest. District staff shall review all timely Bid Protests prior to formal award of the contract for the Project. District staff will deliver a written response to the Bid Protest via personal delivery or email, either accepting or rejecting the Bid Protest and stating the reasons for the actions taken, within ten (10) business days of the Bid Protest Deadline.

Appeal to District Board. An appeal of District staff's decision on the Bid Protest may be made by the protesting or responding party to the District Board by filing a written notice of appeal with Michelle Lacy, General Manager/Board Clerk within two (2) business days after the District delivers notice of staff's decision regarding the Bid Protest. If an appeal is timely filed and subsequently has not been withdrawn by the protesting bidder, the Board shall consider the Bid Protest at a noticed, public meeting. The Board may hear the Bid Protest as part of its consideration of the award of the contract to which the Bid Protest relates or may hear the bid protest as a separate item, provided that the Board shall decide the Bid Protest prior to awarding the contract, unless the Board exercises its discretion to reject all bids.

Waiver of Irregularities. The District reserves the right, acting at its sole discretion, to waive any bid irregularity not materially affecting the bid, except where such waiver would give the low bidder an advantage or benefit not allowed other bidders.

Rejection of All Bids. Nothing in this section shall be construed as a waiver of the District Board's right to reject all bids.

Exclusive Remedy. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

Time Limit and Liquidated Damages

All work shall be diligently prosecuted to completion before the expiration of 250 days from the date of receipt of the "Notice to Proceed." If the Contractor fails to complete the work within this time limit, the Contractor shall pay liquidated damages to the District, computed at the rate of \$250 for each calendar day beyond the specified time limit until the project is completed.

Subcontracting

Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, et seq. Bids must include a completed list of proposed subcontractors on the form attached to the Bid Forms. The subcontractor list must include the name, place of business, California contractor license number, DIR registration number, the portion (type or trade), and dollar amount of work to be subcontracted (including special fabrication and installation of a portion of the work) valued in excess of **one half (½) of one (1) percent** of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater. DIR registration numbers must be provided for all subcontractors. Bids that fail to include complete lists of proposed subcontractors in accordance with Public Contract Code section 4100 and this provision may be deemed non-responsive.

For any portion of the Project work with a value of more than one half (½) of one (1) percent of the total bid price for which no subcontractor is listed, Bidders certifies by submitting its bid that it is qualified to perform that portion of the work with its own forces. Bidder may not substitute another subcontractor for a subcontractor listed in its bid except as permitted by the District in accordance with Public Contract Code section 4107, et seq.

Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. The Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at <https://www.dir.ca.gov/dlse/debar.html>.

Prevailing Wage and Labor Law Compliance

The work contemplated by this contract is a public work subject to prevailing wages under Part 7 of Division 2 of the California Labor Code (sections 1720, et seq.).

In accordance with Labor Code Section 1771, the successful bidder will be required to pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations (DIR) on the date the work is performed. Copies of the prevailing rate of per diem wages may be obtained from the District at 147 Gregory Lane, Pleasant Hill, CA 94523 or on DIR's website at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

Contractor and its subcontractors shall maintain and furnish certified payroll records as specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4. If the entire project cost does not exceed \$25,000 for construction, alteration, demolition, installation, or repair work or \$15,000 for maintenance work ("Small Project Exemption"), the Contractor and subcontractors are not required to furnish their payroll records to the Labor Commissioner, but shall maintain those same records.

This project is subject to compliance monitoring and enforcement by DIR. No contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the District, Contractor is certifying that it has verified that all subcontractors used on this public work project are registered with the DIR in

compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the District. If the entire project cost falls under the Small Project Exemption, the Contractor and subcontractors are not subject to these registration requirements.

A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

In accordance with California Labor Code section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code section 1777.5 governing employment and payment of apprentices on public works contracts. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch office.

Off-Road Regulation Assurances

The work contemplated by this contract is a public work subject to California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Regulation, Cal. Code Regs., tit. 13, section 2449.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently in compliance with the Off-Road Regulation or claiming an exemption with supporting documentation. By submitting a bid or proposal to the District, Bidder is certifying that its own fleet and that of any subcontractor is in compliance with the Off-Road Regulation, and Bidder shall provide valid Certificates of Reported Compliance to the District, unless claiming an exemption from the Regulation accompanied by supporting documentation.

Bonds and Insurance

All contractors are required to furnish the District with faithful performance, payment and maintenance bonds, and insurance, as required in the Contract Documents.

Substitution of Securities

Pursuant to California Public Contract Code section 22300, and at the request and expense of the Contractor to whom the Contract is awarded, securities of a value equivalent to the retention amount, in a form approved by the District, shall be permitted in substitution for money withheld by the District to ensure performance under the Contract.

Award of Contract

The District Board reserves the right to reject any or all bids and the right to waive any irregularities.

The award of contract, if awarded, shall be based on budget requirements and shall be made to the lowest responsible, responsive bidder based on the total base bid.

The successful Bidder must execute and return the Contract, acceptable bonds, and insurance certificates and endorsements, and any other submittals as required by the Contract Documents, within ten (10) business days from the Notice of Award of the Contract. Failure to provide these completed documents within this time period shall be cause for the annulment of the award and forfeiture of the Bid Security.

PROPOSAL

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

Bidder's Name: _____

TO PLEASANT HILL RECREATION AND PARK DISTRICT (the "DISTRICT"):

In accordance with District's Notice Inviting Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed.

Bidder declares that this proposal is based upon careful examination of the work site, Project Plans, and other Contract Documents, including the Notice Inviting Bids, this Proposal, the Contract, Special Provisions or Conditions, Technical Provisions, General Conditions, Appendices, and Standard Plans & Specifications. If this proposal is accepted for award, Bidder agrees to enter into a contract with the District at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the District of the Bid Security accompanying this proposal.

Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedules are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, federal, state and local taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

Bidder agrees and acknowledges that it is 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 of that code, and that the Bidder will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

Bidder certifies to be properly licensed by the State of California as a contractor to perform work of this specialty. The undersigned agrees to furnish the District satisfactory proof of ability to perform the work, as well as records of performance of similar jobs completed recently, if and when requested to do so by the Project Manager.

Bidder agrees that the applicable insurance and bonding requirements can and will be fulfilled.

Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the District is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any District, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

Bidder certifies to have verified that it and all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for both itself and all subcontractors to the District.

Bidder agrees that it and all subcontractors used on the public work project shall furnish payroll records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

Bidder certifies that it and all subcontractors used on this public work project are in compliance with California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulations (Cal. Code Regs., title 13, section 2449), and Bidder shall provide a valid Certificate of Reported Compliance for Bidder's own fleet and for any subcontractors' fleet, unless exempt from the regulations.

Bidder shall guarantee all work for a period of one year from project acceptance. The guarantee shall be in the form of a Maintenance Bond (10% of completed work cost) to be provided to the District prior to project acceptance.

Bidder has carefully checked all of the figures in the Bid Schedule and understands that the District shall not be responsible for any errors or omissions on Bidder's part in making up this bid. Bidder agrees that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of the bid opening and that the District reserves the right to reject any or all bids, waive any informality in bids received, and may at its option make the award that in the judgment of the District is to the best interest of the District.

The following documents have been completed and executed, and are hereby made a part of this Contract by reference:

- DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION
- DEPARTMENT CERTIFICATION
- OFF ROAD REGULATIONS ASSURANCES
- BID SCHEDULE
- ADDENDA ACKNOWLEDGEMENT
- NON-COLLUSION AFFIDAVIT
- DESIGNATION OF SUBCONTRACTORS
- CONTRACTOR LICENSE INFORMATION
- BIDDER RESPONSIBILITY STATEMENT
- BIDDER'S SIGNATURE PAGE
- BIDDER'S BOND
- PLANS
- SPECIFICATIONS

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

The Pleasant Hill Recreation and Park District (“District”) has the obligation to report this contract to the Department of Industrial Relations (“DIR”) and provide various information including that specified below. For the purposes of this document, you are referred to as “Contractor.” In addition to filling out this form for the District, you have the obligation to submit certified payroll records directly to DIR.

Project: RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

Contractor Name:			
Contractor Mailing Address:			
Contractor E-mail Address:			
Contractor Telephone:			
Contractor License Number:			
DIR Registration Number:			
Classification(s) or type(s) of workers that will be employed by the contractor for this project:			
Subcontractors:	License Number:	DIR Number:	Worker Classifications:

I certify that the information set forth above is correct and that I am authorized to provide this information on behalf of the contractor named in the first line above.

(Signature)

Date

(Printed Name)

DEBARMENT CERTIFICATION

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

By submitting its bid, Bidder certifies, in accordance with California Public Contract Code section 6109, that neither the Bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7. In accordance with California Public Contract Code section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform as a subcontractor on public works projects.

CONTRACTOR OFF-ROAD REGULATION ASSURANCES

The Agency requires that all work done on its property or otherwise on behalf of the Agency is performed in accordance with the State’s environmental health and safety laws, codes and regulations. To this end, please check the appropriate boxes and provide information as required below related to compliance with California Air Resources Board (CARB) Off-Road Diesel-Fueled Fleets Regulations. The Agency will not approve this Contract until this form has been completed. This form must be updated annually or anytime changes occur. Contractor agrees to provide the Agency with any documents referenced below within one business day of the request. Information on these Regulations is available here: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

Contractor Name: _____

In the performance of this contract, does Contractor propose to use vehicles subject to 13 CCR 2449, the In-Use Off-Road Diesel-Fueled Fleets Regulation? YES NO

If the answer in above is **NO**, Contractor does not need to check any boxes for items 1, 2, and 3 below and no further information is required.

If the answer above is **YES**:

- A. Contractor must check YES or N/A, as applicable, for items 1, 2, and 3 below.
- B. If no exemption from these Regulation requirements applies, Contractor must provide to the Agency: (1) a valid Certificate of Reported Compliance for its fleet, and (2) valid Certificates of Reported Compliance for fleets of any subcontractors.
- C. If an exemption from these Regulation requirements does apply, Contractor must provide the Agency with detailed documentation identifying the exemption and supporting the applicability of the exemption.
- D. If Contractor asserts that the emergency operations exemption applies, Contractor must provide: (1) a description of the emergency, (2) the address or description of the specific location where Contractor performed work to address the emergency, (3) the dates on which the emergency work was performed, and (4) an attestation by the Contractor that the vehicles operated on the project were only used to carry out emergency work.

Please respond YES or N/A for each item below.	<u>YES</u>	<u>N/A</u>	
1. Contractor has provided the Agency with a copy of a valid Certificate of Reported Compliance for Contractor’s own fleet.	<input type="checkbox"/>	<input type="checkbox"/>	(check N/A if exemption applies)
2. Contractor has provided the Agency with a copy of a valid Certificate of Reported Compliance for any subcontractors’ fleet.	<input type="checkbox"/>	<input type="checkbox"/>	(check N/A if exemption applies or there are no subcontractors)
3. Contractor has provided the Agency with documentation supporting a claimed exemption to the Off-Road Regulation.	<input type="checkbox"/>	<input type="checkbox"/>	(check N/A if no exemption applies)

SCHEDULE OF BID PRICES
RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

Bid item	Description	Quantity		Unit price	Amount
1	Mobilization, including tree protection & fencing, construction fencing, modifying irrigation system, salvaging utilities, and 3% maximum of subtotal for general conditions	1	LS	\$	\$
2	Temporary stormwater, pollution and erosion control, including erosion control fiber roll and stabilized construction surface	1	LS	\$	\$
3	Demolition, clearing and grubbing, including existing restroom building, pavement, curbs, accessible parking elements, and trees	1	LS	\$	\$
4	Earthwork, including rough and fine grading, export and import of fill soil or topsoil	1	LS	\$	\$
5	Utilities modifications for new building, including sanitary sewer, coordination with PG&E, permit fees, potable water and electrical items	1	LS	\$	\$
6	Restroom building, including concrete foundation and utilities	1	LS	\$	\$
7	Concrete paving	1,000	SF	\$	\$
8	Concrete steps	1	LS	\$	\$
9	Concrete ramp	150	SF	\$	\$
10	Concrete band	65	LF	\$	\$
11	Concrete curb at parking lot	33	LF	\$	\$
12	Concrete curb at playground	13	LF	\$	\$
13	Concrete curb ramp, including detectable warning surface	1	LS	\$	\$
14	Asphalt paving, at pathway	1,275	SF	\$	\$
15	Asphalt paving at accessible parking	630	SF	\$	\$
16	Asphalt overlay	75	SF	\$	\$
17	Wood header at asphalt paving	120	LF	\$	\$
18	Striping and pavement markings	1	LS	\$	\$

19	Metal bollards, removable	4	EA	\$	\$
20	Metal handrail at steps	16	LF	\$	\$
21	Metal handrail at ramp	37	LF	\$	\$
22	Re-grade and renovate existing gravel paving	1	LS	\$	\$
23	Accessible parking signs	2	EA	\$	\$
24	Irrigation	1	LS	\$	\$
25	Soil preparation	1,570	SF	\$	\$
26	Tree, 24" box size	5	EA	\$	\$
27	Shrub, 5 gallon size	42	EA	\$	\$
28	Shrub, 1 gallon size	77	EA	\$	\$
28	Mulch	2,400	SF	\$	\$
29	Trench for electrical work	1	LS	\$	\$
30	Maintenance	60	DAY	\$	\$
TOTAL BID				\$	

CONDITIONS FOR SCHEDULE OF BID PRICES

In case of discrepancy between prices and totals, the unit prices will prevail.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the right is reserved to the District to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount of money set forth for each item of work or as the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

Bidder acknowledges receipt of the following addenda: _____

_____.

Bidder has reflected any changes in the addenda in this Proposal.

NON-COLLUSION AFFIDAVIT (Public Contract Code sec. 7106)

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

To be Executed by Bidder and Submitted with Bid

State of California

County of _____

The undersigned declares:

I am the _____ [title] of _____ [bidding entity] , the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have 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

Name

Title and Company

DESIGNATION OF SUBCONTRACTORS

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

The undersigned is required to fill in the following blanks in accordance with the provisions of California Public Contract Code section 4104.

Sub-Contractor Name	License Number	DIR Registration Number	Location of the Place of Business	Specific Description of Subcontract Work	\$ Amount of the Sub-Contractor Work

Subcontractors listed herein must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work. The undersigned agrees to furnish proof that all contractors and subcontractors performing any work related to this improvement are complying with all the requirements of Social Security Legislation, both State and Federal, and also agrees to conform with the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code, as amended, concerning subcontractors and subcontracts.

CONTRACTOR LICENSE INFORMATION

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

The bidder acknowledges that the appropriate license is required for performance of this Work.

The bidder holds the following California Contractors License(s):

1. License No. _____, Class _____, Expiration Date _____
2. License No. _____, Class _____, Expiration Date _____
3. License No. _____, Class _____, Expiration Date _____
4. License No. _____, Class _____, Expiration Date _____
5. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No.

**BIDDER'S RESPONSIBILITY STATEMENT
RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT**

1. SCOPE OF THIS STATEMENT

To allow the District to evaluate the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. The District shall consider the information contained in this Statement as personal and proprietary to the Bidder, and the District shall use the information for the sole purpose of determining the Bidder's responsibility. Unless otherwise compelled by a court order, the District shall not consider this Statement to be a public record; provided, however, that the Bidder shall indemnify, defend, and hold the District harmless from any claim or litigation related to the District's classification of this document as exempt from disclosure under the Public Records Act. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 7, below.

2. EXPERIENCE

a. How many years has the Bidder been performing work as a contractor under the present business name for construction of restroom buildings, construction of ADA improvements, installation of irrigation and landscaping in a public park setting?

_____ years.

b. Prospective bidders shall demonstrate a minimum of 5 years of experience in constructing projects of a similar size and nature.

c. If any of the experience listed in this document refers to work performed under a different name, list the different business names, and describe the relationship to the present business name on a separate page (list the additional pages in Section 7 below).

3. COMPLETED WORK / REFERENCES

Provide the requested information set forth below for at least three (3) most recent projects of similar size and scope completed during the past five (5) years.

a. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

b. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

c. Project Name: _____

Project Description: _____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

4. CLAIMS HISTORY

a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? _____

b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency or claim in the past five years? _____

c. If you answered "yes" to subsections 4.a. or 4.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: _____

Claim Amount: _____

Other Party Contact: _____

Name and Phone: _____

Describe the claim(s) on a separate sheet (see Section 8, below).

5. CONTRACT TERMINATION

Has your company ever been terminated by a public agency or client, or rejected from bidding on a public works project in the last five (5) years? _____. If yes, provide an explanation below:

Project Name: _____

Agency/Client Contact

Name and Phone: _____

Date of Termination/Rejection: _____

Explanation: _____

If more than one (1), describe on additional sheet (see Section 7 below).

6. COMPLETION BY SURETY

Has your company every failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? _____. If yes, provide an explanation below:

Project Name: _____

Surety Contact

Name and Phone: _____

Date of Surety Took Over: _____

Explanation: _____

If more than one (1), describe on additional sheet (see Section 7, below).

7. ADDITIONAL PAGES

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents to accurately respond to the Bidding Requirements.

_____ (List Pages)

8. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles, and signatures.

BIDDER: _____
Signature(s)

DATE: _____

(Name and Title of Signatories)

(Legal Name of Bidder)

(Address)

(Phone Number)

BIDDER'S SIGNATURE PAGE

RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT

The undersigned hereby declares that the cost of all necessary items for completion of this project are included in the unit prices quoted, all incidentals have been taken into consideration even though said incidentals are not specifically listed in the specifications or shown on the plans. The undersigned is likewise aware of the fact that distances, quantities, and other estimated figures appearing on the plans or mentioned in the specifications or on the Proposal are only approximate and declares that the unit prices shown above for the various items of work are based on distances and quantities calculated as the result of actual measures performed at the site project.

Respectfully Submitted, _____ Date: _____

Firm Name: _____

Signature: _____

Address: _____

Business Phone: _____

Contractor's License No. _____ Class _____ Expiration Date: _____

Bidder is a* _____ If a partnership, names of partners. If a corporation, names of President or Vice President, and the Secretary or Asst. Secretary.

Name

Address

I (we) hereby state and declare, under the penalty of perjury under the laws of California, that the representatives made herein are true and correct.

Executed _____ at _____ California.
Date Location

* By: _____ * By: _____

Title: _____ Title: _____

*Please state whether the bidder is an individual, a partnership, a corporation, or an individual doing business under a fictitious name. If the bidder is a corporation, affix corporate seal.

NOTE: Contractor signatures must be notarized. Attach appropriate notary acknowledgements.

**BIDDER'S BOND
RODGERS SMITH PARK RESTROOM REPLACEMENT PROJECT**

KNOW ALL BY THESE PRESENTS: That

As Principal (herein called "Principal") and

As Surety (herein called "Surety")

are held and firmly bound unto the Pleasant Hill Recreation and Park District, a California Special District (herein called "Obligee"), in just and full sum of _____ (\$ _____) lawful money of the United States of America, (said sum being equal to 10% of the estimated total amount of the bid) of Principal for the herein described work of improvement, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal who is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice Inviting Bids, Proposal, Plans, Specifications, and Standard Contractual Requirements of Obligee therefore.

NOW, THEREFORE, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time required by the Standard Contractual Requirements, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or the bid requirements, whether made after notice or note, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and Sealed this _____ day of _____, 20____.

Contractor as Principal	Surety
(Corp. Seal)	(Corp. Seal)
_____ Company Name	_____ Company Name
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Street Address	_____ Street Address
_____ District, State, Zip Code	_____ District, State, Zip Code

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

PLEASANT HILL RECREATION AND PARK DISTRICT CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered into on the last date signed below (“Effective Date”) by and between the Pleasant Hill Recreation and Park District, hereinafter referred to as “District,” and contractor name, a California business type, hereinafter referred to as “Contractor,” for the work described herein.

WITNESSETH, in this consideration of their covenants, the parties hereto agree as follows:

1. **Contract Award.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On date, the District awarded this Contract to Contractor.

2. **Contract Documents.** The Contract Documents for this Contract shall consist of the following:
 - Notice Inviting Bids & Instructions to Bidders
 - Contract
 - General Conditions
 - Bidder’s Proposal Documents
 - Contract Specifications
 - Drawings
 - Notice to Proceed
 - Bonds
 - Evidence of Insurance
 - Any Addenda
 - Any Change Orders
 - Additional documents: _____

All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

3. **Contractor’s Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, District will pay Contractor amount in words United States Dollars (\$amount in numerals) (“Contract Price”) for all of Contractor’s direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds, and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Bonds and Insurance.** Concurrently with the execution of this Contract, Contractor shall file with the District the bonds and evidence of insurance specified in said General Conditions and subject to adjustment provided therein.
6. **Time for Completion.** Contractor will fully complete the Work for the Project within 250 days from the commencement date given in the Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.
7. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, the District will assess liquidated damages in the amount of \$250 per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from the District’s payments due or to become due to Contractor under this Contract.
8. **Notice.** All notices, requests, and approvals must be sent in writing to the persons below and will be considered effective on the date of personal delivery; the date of delivery confirmed by a reputable overnight delivery service; on the fifth (5th) calendar day after deposit in the United States Mail postage prepaid, registered or certified. The parties shall also provide courtesy notice via email, though notice shall only be effective if given in a manner as provided in the preceding sentence:

To the District:
Pleasant Hill Recreation and Park District
Attn: Michelle Lacy, General Manager
147 Gregory Lane
Pleasant Hill, CA 94523

To the Contractor:
Contractor Name
Contractor Address
Contractor Email

9. **General Provisions.**
 - 9.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without the District’s written consent. This Contract is binding on Contractor’s and the District’s lawful heirs, successors, and permitted assigns.

- 9.2 Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions.
- 9.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Superior Court of Contra Costa County, and no other place.
- 9.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 9.5 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between the District and Contractor.
- 9.6 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 9.7 Authorization. Each individual signing below warrants that they are authorized to do so by the party that they represent, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

<p>Contractor</p> <p>_____</p> <p><u>Insert Name</u></p> <p>Date: _____</p>	<p>District</p> <p>_____</p> <p>Michelle Lacy, General Manager</p> <p>Date: _____</p>
	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Osa Wolff, General Counsel</p> <p>Date: _____</p>

**PLEASANT HILL RECREATION AND PARK DISTRICT
PUBLIC WORKS CONTRACT
GENERAL CONDITIONS**

The following general conditions apply to all work being provided pursuant to this Contract.

Definitions. The following terms as used in any contract of which these General Conditions are a part are defined as follows:

Architect or Engineer: The person or persons so specified on the title sheet of the Technical Specifications and/or Project Plans.

Contract: The agreement between the District and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.

Contract Documents: All those documents listed in the Contract as comprising the entire agreement between the District and the Contractor.

Contract Price: The amount the District has agreed to pay and the Contractor has agreed to accept for the Work, as set forth in the Contract.

Contractor: The successful bidder for the Project and party to the Contract with the District as specified in the Contract.

Days: Unless otherwise specified in the Contract Documents, days mean Working Days.

District: The Pleasant Hill Recreation and Park District, a special district of the State of California.

Project: The Project named in the Contract Documents.

Project Manager: The District's authorized representative for administration and overall management of the Project and Work. The Project Manager is the official point of contact between the District, the Architect and/or Engineer, and the Contractor.

Project Plans: The primarily graphic detailed requirements concerning the Project and any addenda to the Project Plans signed by authorized District representatives and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the District and the Contractor in accordance with the requirements of the Contract Documents.

Subcontractor: A person, firm, or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Conditions, Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.

Technical Specifications: The detailed Project requirements and any addenda to the Technical Specifications signed by authorized District representatives and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the District and the Contractor in accordance with the requirements of the Contract Documents.

Time for Completion: The time within which the Work is to be diligently prosecuted to completion after receipt of the Notice of Proceed, as defined in the Instructions to Bidders.

Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor, and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

Working Day: A working day is defined as any day, except as follows:

Saturdays, Sundays, and "Legal Holidays" ("Legal Holidays" are defined as those holidays observed by the District);

Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the "current controlling operation or operations," as determined by the Architect/Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations. The "current controlling operation or operations" are defined to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Architect/Engineer, which if delayed or prolonged, will delay the time of completion of the Work.

Written Notice: Notice provided pursuant to the Contract, Section 8.

Scope of Work. The Scope of Work is described as follows:

Documents Furnished by District. The District will furnish to the Contractor, free of charge, five (5) sets of full-size prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work, the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Project Manager, the Engineer, the Architect, and any other District contractors or representatives.

Ownership of Documents Furnished by District. All documents furnished by the District, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the District. Documents furnished by the District may not to be used on any other work. All documents furnished by the District must be returned to District upon completion of the Work.

Technical Specifications and Project Plans.

The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.

In general, the Project Plans indicate dimensions, position, and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked, or specified shall be the same as similar Work that is detailed, marked, or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.

The Contractor must notify the Project Manager and the Architect/Engineer as soon as possible of any apparent errors or inconsistencies including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Project Manager will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Project Manager, the Contractor shall do so at its sole risk and shall have all of the obligations and the District shall have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.

The General Conditions apply with equal force to all of the Work, including extra work authorized by the Project Manager in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions, and the condition of the Work. Architect or Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Architect or Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor, or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Architect or Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays, or additional cost in the performance of the Work. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 11 concerning any discrepancies or

errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays, or additional costs in the performance of the Work.

For Reference Only. Contractor is responsible for the careful review of any document, study, or report appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. However, Contractor is advised that the District or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Contractor must promptly notify the District of any perceived or actual conflict between the Contract Documents and any document provided For Reference Only.

Control of Work and Material.

Project Manager's Status. The Project Manager will administer the Project in accordance with the Contract Documents. After execution of the Contract and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or the District shall be forwarded through the Project Manager. Except as otherwise provided in the Contract Documents, the Project Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Project Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Project Manager will also have the authority to require inspection or testing of the Work.

Architect's or Engineer's Status. The Architect or Engineer will advise the Project Manager concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect or Engineer will also advise the Project Manager concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's or Engineer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect or Engineer may recommend to the Project Manager inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

Inspection and Testing of Work and Material.

The District, the Project Manager, the Architect, or Engineer and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.

The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Project Manager or Architect or Engineer.

If the Project Manager, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Project Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any

work subject to such testing that is covered up without timely notice to the Project Manager or without the approval or consent of the Project Manager must, if required by the Project Manager, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Project Manager and that is not uncovered for examination at the Contractor's expense if required by the Project Manager.

Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and other applicable codes and law. Copies of all testing reports shall be distributed as required in the Technical Specifications.

The District or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the District shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Project Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.

The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the District consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the District has not consented to accept.

Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Engineer to examine, approve, and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Project Manager or to such place as the Project Manager may direct.

Materials and Substitutions.

New Materials. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.

Substitutions. If the Contractor submitted complete information to the District for products proposed as equals in accordance with the Contract Documents, and the District approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand, or model number in the Technical Specifications or Project Plans. The District retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the District to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand, or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the District does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

Delivery and Storage. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the District, or with the use of existing District facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the District or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the District or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the District. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

Audit and Examination of Records.

The District may examine and audit at no additional cost to the District all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in

order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data.

The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three (3) years after final payment under the Contract.

Pursuant to California Government Code section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Contract.

This Section 3.6 shall survive termination of this Contract.

Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices, or elsewhere adjacent to the Work site.

Project Schedule.

Schedule. Within ten (10) days of the Notice to Proceed, the Contractor shall submit a bar chart schedule showing each task of Work, the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.

District Review of Schedule. The District may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the District within five (5) working days of being notified of the exceptions.

Update of Schedule. After submission of a schedule to which the District has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule.

Float. The schedule shall show early and late completion dates for each task. The number of days between these dates shall be designated as "Float." The Float shall be designated to the Project and shall be available to both the District and the Contractor as needed.

Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in Section 3.8(a), or the updated schedule as specified in Section 3.8(c), or submit a schedule to which the District has taken uncorrected exceptions, the District shall be entitled to withhold payment for the next application for payment submitted after the schedule or updated schedule becomes late.

Responsibility for Schedule. The Contractor shall have sole and exclusive responsibility for creating the schedule and properly updating it. The District has no authority to approve the schedule. The District may note exceptions to any schedule submitted by

the Contractor. However, it shall be the Contractor's sole responsibility to determine the proper method to address exceptions and the District's review of the schedule shall not serve to place any such obligation on the District.

Debris. Contractor shall remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, District may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

Work Hours. Contractor shall perform all work during the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday unless otherwise specified in the Special Provisions or authorized by the District in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the District. The request must be received at least two (2) working days in advance of any work. No work will be allowed on holidays observed by the District except in the case of an emergency. A listing of holidays observed by District is on file in the District's offices and is available upon request. If Contractor requests overtime work in which the District will incur costs, Contractor shall be responsible for payment of the District's costs incurred in connection with the overtime work. The District will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, the District may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

Changes in Work.

District Directed Change Orders. The District may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the Contract, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment, and based upon the actual costs of the change order, in accordance with this Section 4.

Writing Requirement. Change orders and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the District and the Contractor.

Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the District and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.

All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the District. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, may be accomplished by the Time for Completion then in effect.

Contractor shall maintain accurate daily records of actual costs incurred whether by Contractor or any subcontractor, in accordance with Section 3.6.

Change Order Pricing. Payment for authorized change orders shall be based upon actual costs incurred by Contractor. In no event shall Contractor be permitted to rely upon cost estimates submitted with a change order proposal as a basis for compensation. Change order pricing will be governed by the following:

Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

By mutual agreement upon new unit prices and related quantities for the changed Work;

By a combination of existing and mutually agreed upon new unit prices and related quantities for the changed Work; or

By mutual agreement to a lump sum.

Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.

Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

Change Order Disputes.

Disputed District Directed Change Orders. If the Contractor disputes an District directed change order following a reasonable effort by the District and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the District, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the District to resolve the dispute, or within the time specified in the disputed District directed change order, whichever is later. In performing Work consistent with a disputed District-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

Disputed Contractor Proposed Change Orders. If the District disputes a Contractor proposed change order, the District and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the District. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the District and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

Trenching and Utilities.

Excavation More Than Four Feet Deep (Public Contract Code section 7104).

If the Work involves excavation more than four feet deep the Contractor must promptly notify the District in writing before disturbing:

Material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

Subsurface or latent physical conditions at the Work site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or

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

The District will promptly investigate any such conditions for which notice is given. If the District finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the District will issue a change order pursuant to Section 4.

If a dispute arises between the District and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

Excavation of Five Feet or More (Labor Code section 6705). Contractor must prepare and submit for the District's acceptance, prior to excavation of five feet or more in depth, 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 excavation. The shoring system plan must be prepared and stamped by a registered civil or structural engineer.

Underground Infrastructure.

Before starting work that could damage or interfere with underground infrastructure, Contractor shall locate the infrastructure described in the Contract Documents, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities, such as buildings, meters, and junction boxes.

Contractor acknowledges that underground infrastructure described in the Contract Documents may be in different locations from those described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract Documents, Contractor shall immediately notify the Engineer and the infrastructure owner. The Engineer will order the locating and protecting of the infrastructure. The locating and protected is change order work.

Contractor shall immediately notify the Engineer of a delay due to the presence of main-line underground infrastructure not described in the Contract Documents or in a substantially different location.

Contractor shall notify the Engineer if the infrastructure described in the Contract Documents cannot be found. If after giving the notice, Contractor finds the infrastructure in a substantially different location from that described, finding the infrastructure is change order work.

Contractor is responsible for contacting USA North 811 and following the procedures specified in its Excavation Handbook:

<https://usanorth811.org/images/2020CAHandbook.pdf>.

Contractor is responsible for protecting underground infrastructure in compliance with Government Code sections 4216 through 4216.24.

In accordance with Government Code section 4215, the District assumes the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Work site if such utilities are not identified by the District in the Technical Specifications and/or Project Plans. The District will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The District will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the District's failure to provide for removal or relocation of such main or trunk line utility facilities.

Nothing in this Section 5.3 or the Contract Documents will be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the District from identifying main or trunk lines in the Technical Specifications and/or Project Plans.

Nothing in this Section 5.3 or the Contract Documents will preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing in this Section 5.3 or the Contract Documents will be construed to relieve a utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the Work discovers utility facilities not identified by the District in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the District and utility in writing.

Either the District or the utility, whichever owns existing main or trunk line utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at an agreed-upon price.

If ordered by the District, the Contractor will repair infrastructure damage. If the infrastructure damage is caused by Contractor's negligence, Contractor shall bear the cost of repair. Otherwise, the repair is change order work.

Project Facilities.

Work Site Offices.

Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances, and regulations. The cost of such Work site office facilities shall be included in the Contract Price unless specifically included as a bid item.

The District and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the District and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the Unites States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be subject to inspection and copying by the District and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with

the District's rights of access and pursuant to this Section 6 will constitute a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

Sanitary Facilities. Contractor shall provide all necessary sanitary disposal (toilet) accommodations for the use of all workers on the job site and shall maintain the same in a clean and sanitary condition. The cost of such sanitary facilities shall be included in the Contract Price unless specifically included as a bid item.

Prosecution and Progress.

No Damage for Delay Beyond District and Contractor Control.

The Contractor will not be held responsible for delays in performance of the Work caused by delay beyond the control of both District and Contractor, such as by strikes, lockouts, or labor disturbances that are not within the control of the Contractor to resolve, lack or failure of transportation, or acts of other government entities. This provision will not apply where the delay would not have occurred but for a previous Contractor-caused delay in the prosecution of the Work.

The District will not be liable to the Contractor, any subcontractor or other entity engaged in the performance of the Work, any supplier, or any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays beyond the control of the District and the Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes, and acts of God or acts or neglect by utility owners or other contractors performing other work, or (ii) delays caused by the District, its officials, officers, employees, agents, or volunteers, or delays caused by the Project Manager or the Architect or Engineer, which delays are reasonable under the circumstances involved and/or are within the contemplation of the District and the Contractor. An extension of the Time for Performance in an amount equal to the time loss due to such delay(s) will be the Contractor's sole and exclusive remedy for such delay(s).

No Damage for Contractor-Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs, or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents. Contractor may be eligible for additional compensation in excess of the Contract Price for delays caused by the District and/or its privities, as provided in Section 7.4.

No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the District and Contractor agree will be deemed for purposes of Public Contract Code section 7102 either not caused by the District, and/or within the contemplation of the District and the Contractor, and/or reasonable under the circumstances:

Exercise of the District's right to sequence the Work in a manner that would avoid disruption to the District and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to

perform the Work in accordance with the Contract Documents, enforcement by the District or any other governmental District of competent jurisdiction of any government act or regulation, or enforcement by the District of any provisions of the Contract.

Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the District or its representatives in a reasonable time in accordance with the Contract Documents.

Delays Caused by the District and/or Its Privities. Either the District or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the District and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the District and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the District and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the District will be obligated to pay the Contractor for such anticipated impacts in accordance with the Contract and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 4.5(b), the District and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the District and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the District will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

Weather Delays. When determined by the Project Manager, extensions of the Time for Completion will be allowed for weather conditions that prevent the Contractor from proceeding with the current controlling operation or operations with at least seventy-five percent (75%) of the normal labor and equipment force engaged on that operation or operations for at least sixty percent (60%) of the total daily time being currently spent on the controlling operation or operations. The current controlling operation or operations is to be construed to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Inspector and the Contractor, which, if delayed or prolonged, will delay the time of completion of the contract. The Project Manager will provide the Contractor with a weekly statement of working days.

Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

Contractor Coordination of the Work.

The District reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work

so as to impose no hardship on the District, others engaged in the Work, or other contractors working at the Work site. The Contractor will adjust, correct, and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.

If any part of the Work depends for proper execution or results upon the work of the District or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the District any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the District's or other contractor's Work as fit and proper.

The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.

The Contractor will provide proper facilities at all times for access of the District, the Project Manager, Architect, or Engineer, and other authorized District representatives to conveniently examine and inspect the Work.

Liquidated Damages. Time is of the essence in the Contract. The District and the Contractor agree that it will be difficult and/or impossible to determine the actual damage that the District would sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Contract by the Time for Completion. Accordingly, the District and the Contractor agree in accordance with Government Code section 53069.85 that the Contractor will forfeit and pay to the District liquidated damages in the amount indicated in the Contract Documents for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Contract is delayed beyond the Time for Completion. The District and the Contractor further agree in accordance with Government Code section 53069.85 that the liquidated damages sum specified in this Contract is not manifestly unreasonable under the circumstances existing at the time the Contract was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Contract.

Contractor Responsibilities.

Eligibility. By executing the Contract, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7. In accordance with Public Contract Code section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to Labor Code sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. The Contractor shall hold harmless and indemnify the District from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code section 6109.

DIR Registration. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). No contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code

section 1725.5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the District, Contractor is certifying that it has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the District. If the entire project cost does not exceed \$25,000 for construction, alteration, demolition, installation, or repair work or \$15,000 for maintenance work ("Small Project Exemption"), the Contractor and subcontractors are not subject to these registration requirements.

Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the District, Project Manager, or Architect/Engineer are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the District, the Project Manager, or the Architect/Engineer may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the District and/or advisable in light of the matters to be addressed at the meeting.

Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the District. The superintendent may not be changed without the consent of the District. The superintendent will represent the Contractor and all directions given by the District to the superintendent will bind the Contractor in accordance with the Contract. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the District determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the District, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without District approval.

Drug-Free Workplace. Contractor shall maintain a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or work-site used in any manner in connection with performing services pursuant to this Contract. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at such a facility, premises, or work-site, the Contractor, within five (5) days thereafter, shall notify the District. Failure to comply with this section shall constitute a material breach of this Contract.

Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

Construction Reports. For projects scheduled to require more than three (3) days to complete, Contractor shall prepare and submit a written daily activity report to District for each day on which work is performed, including weekends and holidays when worked, and submit the reports to the District no later than the next day that the District is open for business. The daily reports shall, at a minimum, include the following information: construction activities and locations, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.

Subcontracting.

By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to Labor Code sections 1777.1 or 1777.7. In accordance with Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with Public Contract Code section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the District. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.

The Contract and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of one (0.5) percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Contract the Contractor subcontracts, except as provided for in Public Contract Code sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in Public Contract Code sections 4110 and 4111, including cancellation of the Contract, assessment of a penalty of up to ten percent (10%) of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

No contractual relationship exists between the District and any subcontractor engaged in performance of the Work.

Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work and require that all subcontractors comply with the terms of this Contract including but not limited to Insurance and Indemnity requirements. The Contractor shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the District will have all of the remedies that are specified in Section 11.

Coordination of Subcontract Work. The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.

Insurance.

During the life of this Contract, Contractor and all subcontractors shall maintain the following minimum insurance:

Comprehensive general liability insurance: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, personal & advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), bodily injury and property damage liability insurance covering owned, non-owned (Code 9), rented, and hired (Code 8) cars. The combined single limit for bodily injury and property damage shall at least \$2,000,000.

Statutory workers' compensation and employer's liability insurance as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the District, its employees or agents.

Builder's Risk insurance utilizing an "all risk" (special perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the District as a loss payee as their interest may appear.

If this box is checked, a *Property Installation Floater* is required in lieu of Builder's Risk:

If the Work does not involve new or major reconstruction, at the option of the District, a Property Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the District's site.

If this box is checked, the nature of this Work does not required Builder's Risk insurance and the provisions of this Section 8.10(a)(iv) are waived:

If this box is checked, this provision applies, and *Contractors' Pollution Legal Liability insurance* is required:

The District may require Contractor to maintain Contractors' Pollution Legal Liability insurance with limits of no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." If applicable, the policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Contractor shall submit to District certificates of insurance and endorsements for the policies listed above. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. District has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies. Contractor shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing thirty (30) days prior written notice to District. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Contractor shall immediately provide written notice to the District and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Contractor of its obligation to maintain all insurance required by this Contract at all times during the term of the Contract.

As to all of the policies of insurance listed above, the following shall apply:

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

District as Additional Insured. The District, its officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Contractor; premises owned,

occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. This provision does not apply to the worker's compensation policy.

Coverage Primary. For any claims related to this Work, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner's policy, or on the District's own form.

Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability of Insurers. Insurance is to be placed with insurers licensed in the State of California and with an A.M. Best rating of no less than A:VII.

Umbrella/Excess Insurance. The limits of insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District (if agreed to in a written contract or agreement) before the District's own Insurance or self-insurance shall be called upon to protect it as a named insured.

Subcontractors. All subcontractors shall provide Contractor with valid certificates of insurance and the required endorsements included in this Contract prior to commencement of any work, and Contractor will provide proof of compliance to the District upon request.

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of Contractor may acquire against District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether District has received a waiver of subrogation endorsement from the insurer.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify District by telephone. Contractor shall promptly submit to District a written report, in such form as may be required by District of all accidents which occur in connection with this Contract. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of District's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this Contract.

If the Contractor maintains broader coverage and/or higher insurance limits than the minimums required above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Indemnification.

The District and all officers, employees, and agents thereof connected with the Work, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence, or sole willful misconduct, of the District's officers or employees.

To the fullest extent permitted by law, the Contractor will indemnify, defend (with counsel approved by District), and hold harmless the District, its officials, officers, employees, agents, volunteers, and consultants ("indemnified parties") from and against any or all loss, liability, expense, claims, penalties, costs (including costs, attorneys' fees and expert fees of defense), suits, and damages of every kind, nature, and description directly or indirectly arising from or in any way connected to the performance of the Work ("Claims"), regardless of Contractor's fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of an indemnified party; except that said indemnity shall not be applicable to Claims arising from the sole negligence, active negligence, or sole willful misconduct of an indemnified party. In instances where the active negligence of an indemnified party accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion of the percentage of liability not attributable to the active negligence of the indemnified party.

The Contractor will indemnify, defend, and hold harmless the District, the District's officials, officers, employees, volunteers, agents, and the Construction Manager and Engineer/Architect for all liability on account of any patent rights, copyrights, trade names, or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the District that any such charges have been paid.

Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 8.11. The Contractor will defend, with legal counsel reasonably acceptable to the District, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorneys' fees incurred. The Contractor will promptly pay any judgment rendered against the District, its officials, officers, employees, agents, volunteers, or consultants for any Claims. In the event the District, its officials, officers, employees, agents, volunteers, or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the District, its officials, officers, employees, agents, volunteers, and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.

In accordance with Civil Code section 2782(a), nothing in the Contract will be construed to indemnify the District for defects in design furnished by District.

This indemnification and duty to defend shall extend to Claims asserted after termination of this Contract for whatever reason.

The District and Contractor shall timely notify each other of the receipt of any third-party claim relating to the contract. The District shall be entitled to recover its reasonable costs incurred in providing such notification.

Licenses/Permits. The Contractor must, without additional expense to the District, obtain all licenses, permits, and other approvals required for the performance of the Work. Contractor's attention is directed to Business and Professions Code sections 7000, et seq. concerning the licensing of contractors. At the time Contractor submits its bid to the District and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors' State License Board. Contractor and all subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED

VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

California Labor Code Requirements.

In accordance with Labor Code section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Contract.

In accordance with Labor Code section 1811, the time of service of any worker employed in performance of the Work is limited to eight (8) hours during any one (1) calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week at not less than one-and-one-half (1.5) times the basic rate of pay.

The Contractor and its subcontractors will forfeit as a penalty to the District twenty-five U.S. Dollars (\$25) for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day, or more than forty (40) hours in any one (1) calendar week, in violation of the provisions of Labor Code section 1810, et seq.

In accordance with Labor Code section 1773.2, the District has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the District's offices and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

In accordance with Labor Code section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply Labor Code section 1775 which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the 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. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.

Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Work and any amounts due pursuant to Labor Code section 1813.

In accordance with Labor Code section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to Labor Code section 1776 must be certified and must be available for inspection by the District and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with Labor Code section 1776.

Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

If the entire project cost does not exceed \$25,000 for construction, alteration, demolition, installation, or repair work or \$15,000 for maintenance work ("Small Project Exemption"), the contractor and subcontractors are not required to furnish their payroll records to the Labor Commissioner, but shall maintain those same records.

In accordance with Labor Code section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with Labor Code section 1777.5 governing employment and payment of apprentices on public works contracts. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Contractor shall post at the job site the determination of the director of the prevailing rate of per diem wages together with all job site notices that are required by regulations of the Department of Industrial Relations.

Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules, and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

National Electrical Safety Code, U. S. Department of Commerce

National Board of Fire Underwriters' Regulations

California Building Standards Code as adopted by the District

Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

Industrial Accident Commission's Safety Orders, State of California

Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes

Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

Guarantee.

Unless otherwise required by the Contract Documents, the Contractor guarantees all of the Work for one (1) year from the date the District accepts the Work.

Upon receiving Written Notice of a need for repairs which are directly attributable to defective materials or workmanship, the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within ten (10) calendar days from the date of notice from the District. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the Contract or at law or equity, the District may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's

maintenance bond for the cost of making good such defects and for the District's reasonable legal costs, if any, of recovering against the bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the District.

Safety.

In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of Labor Code section 6400 and related provisions of law the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the District nor its officials, officers, employees, agents, volunteers, or consultants will be "employers" pursuant to Labor Code section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities, or other entities engaged in the performance of the Work.

Review and inspection by the District, the Project Manager, the Architect, or Engineer, and/or other representatives of the District of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.

The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

Within ten (10) working days following notice of award, the Contractor must submit to the District a copy of the Contractor's Safety Plan.

The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 and following of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

Assignment of Unfair Business Practice Claims. In accordance with Public Contract Code section 7103.5, the Contractor and any subcontractors offer and agree to assign to the District all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under section 4 of the Clayton Act (15 U.S. Code section 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 this

Contract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgement by the parties.

Contractor No Agent. Except as District may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind District to any obligation whatsoever.

Nondiscrimination.

In connection with the performance of the Work under this Contract, Contractor will not because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, refuse to hire or employ the person or refuse to select the person for a training program leading to employment, or bar or discharge the person from employment or from a training program leading to employment, or discriminate against the person in compensation or in terms, conditions, or privileges of employment, unless based upon a bona fide occupational qualification or applicable security regulations established by the United States or the State of California, or as otherwise provided in section 12940 of the Government Code.

As provided in Labor Code section 1735, a violation of this provision is subject to all penalties imposed for a violation of Division, 2, Part 7, Chapter 1 of the Labor Code.

Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Contract and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Contract or otherwise against District for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. District shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Contract, or to promptly remit to District any payments due by the District as a result of such determination, so that the District's total expenses under this Contract are not greater than they would have been had the determination not been made.

Conflicts of Interest.

Contractor shall comply with the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code Section 81000, et seq.). Contractor understands that in carrying out this Contract, its professional responsibility is solely to the District. Contractor represents and warrants that it presently has no

interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Contract. Contractor shall not employ or subcontract with a person having such an interest in the performance of this agreement.

Subsequent Conflict of Interest. Contractor agrees that if an actual or potential conflict of interest on the part of Contractor is discovered after award, the Contractor will make a full disclosure in writing to the District. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the District to avoid, mitigate, or neutralize the actual or potential conflict. Within forty-five (45) days, the Contractor shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the District.

Interests of District Officers and Staff. No officer, member or employee of District and no member of the District Board shall have any pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. Neither Contractor nor any member of any Contractor's family shall serve on any District board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's performance of the Scope of Work or authorizes funding to Contractor.

Measurement and Payment.

F.O.B. All shipments must be F.O.B. ("Free on Board") destination to the Work site and/or other sites indicated in the Contract Documents (meaning the seller of the goods bears risk of loss until delivery at the Work site or other indicated site). The Contract Price is all-inclusive (including sales tax). The District will not pay additional compensation for containers, packing, unpacking, drayage, or insurance.

Progress Payments.

On or about the first day of each calendar month, the Contractor will submit to the Construction Manager a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.

To be eligible for payment, the Contractor's applications for payment must include certified payroll reports prepared in accordance with Labor Code section 1776 and the Contract for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.

In accordance with Public Contract Code section 20104.50, the District will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the District, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3.8, or its

submission of a schedule to which the District has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

Unless the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code section 22300 and the Contract, and the Contractor and the District have executed an escrow agreement in accordance with the Public Contract Code and the Contract, the District will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five percent (95%) of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the District's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code section 22300 and the Contract, and the Contractor and the District have executed an escrow agreement in accordance with the Public Contract Code and the Contract, the District will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

In accordance with Public Contract Code section 20104.50, if the District fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the District will pay the Contractor interest equivalent to the legal rate set forth in Code of Civil Procedure section 685.010(a). The number of days available to the District to make a payment without incurring an interest obligation pursuant to this provision and Public Contract Code section 20104.50 will be reduced by the number of days, if any, by which the District has delayed return of an application for payment beyond the seven (7) day return requirement set forth in Section 9.2(c).

Final Payment. The District will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:

The Contractor has furnished evidence satisfactory to the District that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the District.

No claim has been presented to the District by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.

No other claim or dispute exists under the Contract or applicable law concerning payment of the Contractor's final invoice and/or release of the Contract retention.

The Contractor has filed with the District the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the District and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of ten percent (10%) of the final Contract Price.

The Contractor's application for final payment contains a written waiver of all claims against the District of which the Contractor may not yet asserted at the time of the submission of the application for final payment.

Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Contract. The following costs may only be paid under the Contract, if at all, as part of any allowance for contractor overhead and/or profit established under the Contract.

Labor costs in excess of applicable prevailing wages pursuant to the Contract and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance, and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.

Superintendent labor and clerical labor.

Bond premiums.

Insurance in excess of that required under Section 8.8.

Utility costs.

Work Site office expenses.

Home office expenses.

Retention. The District or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

Defective work not remedied or uncompleted work.

Claims filed or reasonable evidence indicating probable filing of claims.

Failure to properly pay subcontractors or to pay for material or labor.

Reasonable doubt that the Work can be completed for the balance then unpaid.

Damage to another contractor.

Damage to the District.

Damage to a third party.

Delay in the progress of the Work, which, in the District's judgment, is due to the failure of the Contractor to properly expedite the Work.

Liquidated damages or other charges that apply to the Contractor under the Contract.

Any other lawful basis for withholding payment under the contract.

Securities in Lieu of Retention.

In accordance with Public Contract Code section 22300, except where federal regulations or polices do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the District to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement, in the form required by Public Contract Code section 22300(g). Upon satisfactory completion of the Work, the securities will be returned to the Contractor.

Alternatively, at the Contractor's request and expense, the District will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within twenty (20) days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.

Securities eligible for investment in accordance with this provision include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.

The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

Project Acceptance and Cost.

Occupancy. The District reserves the right to occupy or use any part or parts or the entire of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the District's rights under the Contract, any Contract bonds, or at law or equity. Occupancy or use shall not waive the District's rights to assess liquidated damages in accordance with Section 7.8 after the date of such occupancy or use.

Work Completion and Final Inspection.

Final Cleanup. Prior to final inspection, as part of the Work, Contractor shall leave the job site neat and presentable and dispose of all rubbish, excess materials, falsework, temporary structures, and equipment. Full compensation for cleanup work will be considered as included in the Contract Price and no separate payment will be made therefor.

Work Completion. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Project Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the District's representative and are operational. The District and/or the District's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Project Manager. Upon receiving a notice of correction, the District or the District's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within fifteen (15) working days after the issuance of the punch list. Before acceptance of the Work, the Contractor must submit: one set of "camera ready" red-lined Project Record Drawings (As-Built), and any equipment operating and maintenance instructions and data, warranties.

Work Acceptance.

All finished Work will be subject to inspection and acceptance or rejection by the District, the Project Manager, and the Architect or Engineer and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the District.

The District will accept the Work in writing only when the Work has been completed to the District's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.

In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans, or other Contract Documents unless previously approved in writing in accordance with the requirements of Section 4, above.

The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

Remedies and Disputes.

Failure to Correct Work. Within ten (10) working days of receiving Written Notice from the District describing Work that is defective or that is otherwise not in accordance with the requirements of the Contract and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the District Written Notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence

correction of such Work in accordance with the District's notice and the Contract. If the Contractor and/or the Contractor's sureties do not give the District Written Notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the District's notice, then the District may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the District for any resulting excess cost. The District may, in addition to all other remedies that the District may have under the Contract and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the contractor.

Termination.

In accordance with Public Contract Code section 7105, in addition to all other available remedies that the District may have under the Contract, and at law or equity, the District may terminate the Contractor's control of the Work:

If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except due to reasons beyond the control of the Contractor pursuant to the Contract Documents.

If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.

If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials for the timely completion of the Work.

If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.

If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the District, the Construction Manager, the Architect, or other authorized representatives of the District.

For any reason or for no reason, at the District's sole discretion.

If the District intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2(a)(i) through 11.2(a)(vi), above, the District will immediately serve Written Notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the District's intent to terminate the Contractor's control of the Work will be given by registered or certified mail, and via email as a courtesy only, and specify the grounds for termination, the required cure, and the time by which the cure must be effected. Upon receipt of notice of the District's intent to terminate the Contractor's control of the Work for any of the reasons specified in

Sections 11.2(a)(i) through 11.2(a)(vi), above, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not effect the required cure by the time specified in the notice, the District will issue a Written Notice of termination to the Contractor and its sureties by registered or certified mail, and via email as a courtesy only. The notice of termination will specify: that upon receipt of the notice, the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Contract; and that if the Contractor's sureties do not both give the District Written Notice of their intention to take over and perform the Contract and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Contract within ten (10) days after receipt of notice of termination, that the District may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the District for any resulting excess cost. The District may, in addition to all other available remedies that the District may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2(a)(i) through 11.2(a)(vi), the Contractor will, if so directed by the District, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work, and the Contractor and its sureties will be liable upon their bond for all damages caused to the District by reason of the Contractor's failure to complete the Work.

Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2(a)(i) through 11.2(a)(vi), above, the District reserves the right to refuse tender of the Contractor by any surety to complete the Work.

If the District completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2(a)(i) through 11.2(a)(vi), above, the District will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2(a)(i) through 11.2(a)(vi), above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial, and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the District and/or others arising out of the Contract and any other charges that apply to the Contractor under the Contract, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the District.

If the Contract or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

In accordance with Government Code section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the District and the Contractor may, by written agreement, terminate the Contract. In accordance with Government Code section 4411, such a termination agreement will include the terms and conditions of the termination of the Contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.

Disputes.

Claims. In general, any claim by a contractor in connection with a public works project must adhere to the following procedural requirements pursuant to California Public Contract Code section 9204:

All claims submitted shall be submitted in writing and include reasonable documentation from the Contractor to support the claim.

Once the District has received a claim pursuant to Section 9204, the District shall conduct a reasonable review of the claim. Within forty-five (45) days of receipt of the claim, the District shall provide the Contractor with a written statement identifying which portion of the claim is undisputed and which portion is disputed.

The District and Contractor may mutually agree to extend the 45-day period.

If the District needs approval from District Council in order to provide the claimant with the written statement described above, and District Council does not meet within the 45-day period or within the mutually agreed extended time period, then the District has up to three days following the next duly publicly noticed meeting after the 45-day period (or extension) to provide the written statement.

For any undisputed portion of a claim, the District must process and make any payment due within sixty (60) days of the District's issuance of its written statement.

If the District fails to issue its written statement, Section 11.3(a)(v) shall apply.

If the Contractor disputes the District's written statement, or if the District fails to respond within the 45-day period or the mutually agreed extended time, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the written demand sent by registered mail or certified mail, return receipt requested, the District shall hold the meet and confer conference within thirty (30) days of the demand.

Within ten (10) working days following the meet and confer conference, the District must provide the Contractor a written statement identifying any portion of the claim that remains in dispute.

Any payment due on undisputed portions of the claim must be made within sixty (60) days of the meet and confer conference.

Any disputed portion of the claim after the meet and confer conference shall be submitted to nonbinding mediation, with the District and the Contractor sharing costs equally. The District and the Contractor shall mutually agree to a mediator within ten (10) working days after the District issues the written statement identifying the portion of the claim that remains in dispute. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate. Each party shall bear the fees and costs charged by its respective mediator in connection with this selection process. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside Public Contract Code section 9204.

If the District fails to respond to a claim within the time periods described herein, or to otherwise meet the time requirements, then the claim will be deemed rejected in its entirety.

Any amounts not paid in a timely manner shall bear interest at seven percent (7%) per year.

For subcontractors or lower tier subcontractors that lack legal standing to assert a claim against the District because privity of contract does not exist, the Contractor may present to the District a claim on behalf of the subcontractor. The subcontractor may request in writing that the Contractor present a claim for work which was performed by the subcontractor, and shall provide reasonable documentation to support the claim. Within forty-five (45) days of receiving this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor has presented the claim to the District, or provide the subcontractor with a statement of the reasons for having not done so.

Claims for \$375,000 and Less. In accordance with Public Contract Code section 20104.2, the following procedures apply to submitting claims of \$375,000 or less between the Contractor and the District:

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 the filing of claims.

For claims of less than \$50,000, the District shall respond in writing within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this Section 11.3(b), upon mutual agreement of the District and the Contractor.

The District's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

For claims of over \$50,000 and less than or equal to \$375,000, the District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this Section 11.3(b), upon mutual agreement of the District and the Contractor.

The District's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District'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 a demand, the District shall

schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

Following the meet and confer conference, if a claim under this section or any portion remains in dispute, the Contractor may file a claim for money or damages as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government 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 Contractor submits his or her written claim pursuant to this Section 11.3(b) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

This Section 11.3(b) does not apply to tort claims and nothing in this Section 11.3(b) is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Civil Actions for \$375,000 and Less. In accordance with Public Contract Code section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the District and the Contractor:

Pursuant to Public Contract Code section 9204(d)(2)(C), unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Section 11.3(a)(iv)(3) shall excuse any further obligation to mediate after litigation has commenced.

The parties may agree in writing that within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Undisputed Amounts. In accordance with Public Contract Code Section 20104.6, the District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

Interest. In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the District shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

Claim for money or damages required. For any claims not otherwise covered by the procedures set forth in this Section 11.3, Contractor shall file a claim for money or damages as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code, prior to filing a civil action to resolve the claim. 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 Contractor submits his or her written claim pursuant to this Section 11.3 until the time that claim is denied by the District, including any period of time utilized by the meet and confer process.

Order of Precedence. In the event of any inconsistency between the sections, attachment, specifications, or provisions which constitute the Contract Documents, the following order of precedence shall apply:

1. Any modifications or amendments to the Contract, in reverse chronological order, and in the same order as the specific portions of the Contract Documents they modify or amend.
2. The Contract.
3. Special Conditions or Provisions.

4. General Conditions.
5. The Notice Inviting Bids, Instructions to Bidders, and Proposal Documents.
6. Technical Specifications.
7. Project Plans and Drawings.

Any conflict between the Project Plans and Drawings and the Technical Specifications will be resolved in favor of the document with the latest date (e.g., the more recent document). If the dates are not determinable, the conflict will be resolved in favor of the Technical Specifications.

Miscellaneous.

Notice of Non-Renewal. Contractor understands and agrees that there is no representation, implication, or understanding that the District will request that work product provided by Contractor under this Contract be supplemented or continued by Contractor under a new agreement following expiration or termination of this Contract. Contractor waives all rights or claims to notice or hearing respecting any failure by District to continue to request or retain all or any portion of the work product from Contractor following the expiration or termination of this Contract.

Waiver. Neither the acceptance of work or payment for work pursuant to this Contract shall constitute a waiver of any rights or obligations arising under this Contract. The failure by the District to enforce any of Contractor's obligations or to exercise District's rights shall in no event be deemed a waiver of the right to do so thereafter.

CONTRACTOR'S PAYMENT BOND -- PUBLIC CONTRACT

KNOW ALL BY THESE PRESENTS:

That _____

As Principal (herein called "Principal") and

As Surety (herein called "Surety")

are held and firmly bound unto the Pleasant Hill Recreation and Park District (herein called "Obligee"), in just and full sum of (\$ _____) lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms hereinafter described Contract) for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefore:

NOW, THEREFORE, if Principal or its subcontractors shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the 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 insure to the benefit of any and all persons entitled to file claims under the Civil Code so as to give a right of action to them or their assigns in any suit brought upon the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the Contract or the Contract documents or the work to be performed hereunder, whether made after notice of not, shall release or otherwise affect the obligations of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and Sealed this _____ day of _____, 20__.

Contractor as Principal <div style="text-align: center;">(Corp. Seal)</div>	Surety <div style="text-align: center;">(Corp. Seal)</div>
_____ Company Name	_____ Company Name
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Street Address	_____ Street Address
_____ City, State, Zip Code	_____ City, State, Zip Code

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

PERFORMANCE BOND – PUBLIC CONTRACT

KNOW ALL BY THESE PRESENTS:

That _____

As Principal (herein called "Principal") and

As Surety (herein called "Surety")

are held and firmly bound unto the Pleasant Hill Recreation and Park District (herein called "Obligee"), in just and full sum of (\$ _____) lawful money of the United States of America, (said sum being equal to 100% of the estimated amount payable by the terms of the hereinafter described Contract) for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, Principal has been awarded a Contract for the following described work of improvement and is required by Obligee to give this bond in connection with the execution of the written Contract therefore:

NOW, THEREFORE, if Principal shall well and truly do and perform each and all of the covenants, conditions, and agreements of said Contract on the Principal's part to be done and performed, and any and all alterations thereof made herein provided, at the time and in the manner therein specified, and shall indemnify and save harmless the Obligee, its officers, agents, and employees, as therein stipulated, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

No extension of time granted to the Principal and no change or alteration in any of the terms of the Contract or the Contract Documents or the work to be performed thereunder, whether made after notice or not, shall release or otherwise affect the obligation of the Surety hereunder, and the Surety waives notice of any such extension, change, or alteration. The Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure of the Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by the Obligee and judgment is recovered by the Obligee, court costs, including reasonable attorney's fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.

Signed and Sealed this _____ day of _____, 20__.

Contractor as Principal	Surety
(Corp. Seal)	(Corp. Seal)
_____ Company Name	_____ Company Name
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Street Address	_____ Street Address
_____ City, State, Zip Code	_____ City, State, Zip Code

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond

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APPENDIX A

	SECTION TITLE
	FINAL PRELIMINARY ASBESTOS AND LEAD INSPECTION REPORT

SECTION 01 56 39 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.02 DEFINITIONS

- A. Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

1.03 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1.04 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other non-soil materials.
- B. Organic Mulch: Wood and bark chips, free from deleterious materials.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements.
 - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet apart. High-visibility orange color, nonfading.
 - 2. Height of Fencing: 4 feet.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Protection Zones: Mulch areas inside protection zones and other areas indicated with 4-inch average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.

3.02 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected area except by entrance gates.

- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Landscape Architect.
- C. Maintain protection-zone fencing and signage in good condition as acceptable to Landscape Architect and remove when construction operations are complete, and equipment has been removed from the site.

3.03 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 311411 "Site Preparation and Earthwork."
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Do not allow exposed roots to dry out before placing permanent backfill.

3.04 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Temporarily support and protect roots from damage until they are permanently covered with soil.
 - 3. Cover exposed roots with burlap and water regularly.
 - 4. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune roots by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.05 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:

1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
2. Pruning Standards: Prune trees according to ANSI A300 (Part 1) and the following:
3. Cut branches with sharp pruning instruments; do not break or chop.
4. Do not apply pruning paint to wounds.

B. Chip removed branches and dispose of off-site.

3.06 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- C. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.07 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.08 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Landscape Architect.
 1. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 2. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 3. Perform repairs within 24 hours.
 4. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.

3.09 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 01 57 50 - TEMPORARY EROSION CONTROL

PART 1-GENERAL

1.01 GENERAL

- A. The following provisions apply. The Contractor shall prevent the pollution of storm drain systems and creeks in or near the construction project site(s) resulting from the construction operations. The Contractor shall keep pollution out of storm drains by reducing the possibility of discharge of materials and wastes, by reducing erosion and sedimentation and by complying with requirements contained in these Special Provisions. The Contractor shall train all employees and subcontractors concerning storm water pollution prevention requirements and shall ensure that they are aware of the consequences of non-compliance with these requirements. The Contractor shall include appropriate provisions in subcontracts to ensure that these requirements are met.
- B. The Contractor shall comply with the Contra Costa Clean Water Program (reference is made to "Pollution Prevention-It's Part of the Plan"). Applicable provisions of Pleasant Hill Municipal Code, City Storm Water Management Plan (specifically Best Management Practices for Construction Site Management), City NPDES Permit and any amendments or successor permits thereto shall be complied with and are available for review at the Office of the City Engineer.
- C. It is required that applicable construction site management guidelines contained in the "Blueprint for a Clean Bay", a guidance document distributed by the Bay Area Storm Water Management Agencies Association, be implemented as part of daily construction activities. Copies of this document is available at the office of the City Engineer.
- D. Temporary erosion control shall consist of, but not be limited to, constructing such facilities and taking such measures as are necessary to prevent, control, and abate water, mud, construction materials, hazardous materials and erosion damage to public and private property as a result of the Contractor's operations.
- E. Conformance with the requirements of this section shall in no way relieve the Contractor from the Contractor's responsibilities, as provided in Section 7-1.01G, "Water Pollution," Section 7-1.11, "Preservation of Property," of the Caltrans Standard Specifications.
- F. Construction vehicles and equipment entering existing paved areas shall be free of mud, silt and other debris during all phases of work. No mud, silt and other debris shall be tracked on paved surfaces. If such materials are tracked on the streets or other paved areas both public and private, the Contractor shall immediately remove these materials prior to these materials entering into the storm drain system.
- G. Stockpiling of materials on the street will not be allowed unless otherwise approved by the City Engineer. The Contractor shall cover with plastic any construction or excavated materials which may possibly erode and enter the

storm drain system of paved streets or other paved areas both public and private. Stockpiling of dirt on paved areas will not be allowed.

- H. The Contractor shall sweep the work area and clean up the work site daily before leaving the site.
- I. Temporary erosion control features as are necessary to prevent damage during forthcoming winter season shall be constructed and functioning.
- J. Temporary erosion control measures shall conform to the details shown on the plans and as specified herein including, but not be limited to, the following
 - 1. The Contractor shall conduct operations in such a manner that storm runoff will be contained within the site or channeled into the storm drain system which serves the runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.
 - 2. Storm drain systems, toe of slope drains, and outlet structures shall be constructed and operating prior to commencing, or concurrently with placing an embankment. Temporary downdrains, drainage structures, and other devices shall be provided to channel storm runoff water into the respective permanent storm drain systems during construction. Mud and silt shall be settled out of the storm runoff before the runoff enters the storm drain system.
 - 3. Embankment areas, while being brought up to grade and during periods of completion prior to final roadbed construction, shall be protected by various measures to eliminate erosion and the siltation of downstream facilities and adjacent areas. These measures may include, but shall not be limited to: temporary downdrains, either in the form of pipes or paved ditches with protected outfall areas; graded berms around areas to eliminate erosion of embankment slopes by surface runoff; confined ponding areas to desilt runoff; and temporary check dams in toe of slope ditches to desilt runoff.
 - 4. Excavation areas, while being brought to grade, shall be protected from erosion and the resulting siltation of downstream facilities and adjacent areas by use of various temporary erosion control measures. These measures may include but shall not be limited to: check dams; straw bails, confined ponding areas to desilt the runoff; and protection, such as sandbags around inlets which have not been brought up to grade.
 - 5. Contour graded areas shall be protected against erosion and the resulting siltation of downstream facilities and adjacent areas during grading operations. Various measures may include but shall not be limited to: the use of graded contour berms to control sheet flow; supplemental grading of large areas around temporary or unfinished inlet structures to provide desilting basins; and temporary ditch paving.
 - 6. From October 15th to April 15th:

- a. During embankment construction, an earth berm or appropriate grading to direct drainage away from the edge of the top of the embankment shall be constructed and maintained on those embankments where earthwork operations are not in progress.
- b. Special attention will be required to protect areas, which have been cleared, and grubbed prior to excavation or embankment operations, and which are subject to runoff during the period from October 15th to April 15th. Temporary measures may include but shall not be limited to: temporary desilting basins; contour graded ditches; temporary paved and unpaved ditches; and filter fabric fences to contain silt and sediment from runoff.
- c. After each storm, desilting basins shall be checked against their design capacity and if necessary, silt and sediment shall be removed to restore capacity.

1.02 INSPECTION AND MAINTENANCE

- A. To ensure the proper implementation and functioning of temporary erosion control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time frames to address any damaged measures or reinstate any measures that have been discontinued.
- B. During the winter season defined as between October 15th to April 15th, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, including but not limited to the following:
 1. Prior to a predicted storm;
 2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
 3. At 24 hours intervals during extended precipitation events; and
 4. Routinely, on a minimum twice monthly basis.

If the CONTRACTOR identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected in a timely manner. If the ENGINEER identifies a deficiency in the deployment or functioning of an identified control measure, the CONTRACTOR will be notified in writing and the deficiencies shall be corrected by the CONTRACTOR in a timely manner.

END OF SECTION

SECTION 05 50 00 – METAL FABRICATIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Furnish all labor, materials, facilities, transportation and services to complete all landscape maintenance and related work as shown on the Drawings and specified herein.
- B. Scope of work:
The general extent of landscape maintenance can include, but may not be limited to the following:
 - 1. Handrails
 - 2. Premanufactured metal items: not applicable.
- C. Related sections can include, but may not be limited to:
 - 1. Concrete Paving and Structures, Section 32 13 13

1.02 REFERENCES AND REGULATORY REQUIREMENTS

- A. General provisions of the “Greenbook” Standard Specifications for Public Works Construction, current edition, written and promulgated by Public Works Standards, Inc.

1.03 QUALITY ASSURANCE

- A. Control of work: Comply with the Standard Specifications.
- B. Control of materials: Comply with the Standard Specifications.

1.04 REQUIREMENTS OF REGULATORY AGENCIES, REFERENCE STANDARDS:

- A. Regulatory Requirements:
 - 1. Code: Uniform Building Code, latest Edition.
 - 2. Trade Standards.
 - a. AWS A1.06 Code of Arc and Gas Welding.
 - b. AWS D.1.1 Code of Standard Practice.
 - c. ASTM A53 - Hot-dipped, zinc-coated welded and seamless steel pipe.
 - d. ASTM A386 - Zinc-coating (hot-dip) on Assembled Steel Products.
- B. Submittals:
 - 1. Submit complete shop drawings of all metal fabrications.
 - 2. Prime and finish paint, including color samples.
- C. Coordination:
 - 1. Review all drawings for metal fabrications.

2. Verify conditions and dimensions.
3. Deliver items set in concrete in sufficient time for proper embedment.

PART 2 – PRODUCTS

2.01 MATERIALS:

- A. Handrail Pipe: ASTM A120.
- B. Steel Tubing: ASTM A501; 7-gauge minimum.
- C. Bolts, Nuts, Screws, Hinges: ASTM A307, Grade A.
- D. Galvanizing: ASTM A123, Hot-Dipped.
- E. Primer Paint: Refer to plans.
- F. Finish Paint: Refer to plans.

2.02 MANUFACTURED ITEMS

- A. Not Applicable.

2.03 FABRICATION:

- A. Verify dimensions on site prior to shop fabrication.
- B. Fabricate items with joints tightly fitted and secured.
- C. Fit and shop assemble in largest practical sections, for delivery to site.
- D. Grind exposed welds flush and smooth with adjacent finished surface. Ease exposed edges to small uniform radius.
- E. Make exposed joints butt tight, flush, and hairline.
- F. Make provisions to connect with or receive work of other trades.
- G. Where possible, conceal connections; or make countersinks for concealment after fabrication.
- H. On finished surfaces exposed to view, grind welds smooth and flush with base material; re-weld to fill holes. Putty is not permitted.
- I. Where items are buried in concrete, provide welded-on lugs or anchors as detailed or required.

2.04 FINISH:

- A. Clean surfaces of rust, scale, grease and foreign matter prior to finishing.

- B. Galvanize items as shown on plan with a zinc coating in accordance with ASTM A386.

PART 3 EXECUTION

3.01 INSTALLATION:

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Perform field welding in accordance with AWS D1.1.
- C. Touch Up:
 - 1. Galvanizing: Apply hot method patch rubbed into surrounding surface, blend to match.

END OF SECTION

SECTION 06 21 00 – SITE CARPENTRY

PART 1 - GENERAL

1.01 SCOPE

- A. Provide all labor, material and equipment necessary to complete the installation of carpentry work to include but not necessarily limited to headerboard.
- B. Related work specified elsewhere:
 - 1. Section 321216 - Asphalt Paving
 - 2. Section 321313 - Concrete Paving and Structures

1.02 STANDARDS

- A. Lumber grading rules and wood species: Conform to the Product Standard PS 20-70 AND “Standard Grading and Dressing Rules No. 16” of the West Coast Lumber Inspection Bureau (WCLIB).
- B. Conform to applicable requirements of local building code and Uniform Building Code, Chapter 23, latest edition, unless otherwise noted.
- C. Pressure Treated Wood: Conform to American Wood Preservers Association Standards (AWPA).
- D. Manual of Millwork, Woodwork Institute of California, January 1978 Edition, revised January, 1980.

1.03 SUBMITTALS

- A. Samples: submit samples of lumber and finishes to Owner or Construction Manager for approval prior to delivery to the site.
- B. Shop drawings: submit shop drawings where required on the drawings.
- C. Wood preservative treatment certification, in writing, by the plant(s) performing the wood preservative treatment(s) specified herein, will be required. Two copies of the certification shall be delivered to the Construction Manager prior to each shipment of lumber.

1.04 QUALITY CONTROL

- A. Lumber may be rejected by the Construction Manager whether or not it has been inspected, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- B. Finished Carpentry shall conform with applicable sections of the manual for millwork.

1.05 PRODUCT, DELIVERY, AND STORAGE

- A. Immediately upon delivery to job site, place materials in an area protected from weather.
- B. Protect all lumber stored on site from exposure to rain, soil, and excessive sun, and sack in such fashion as to prevent twisting and warping and avoid contact with the ground.

PART 2 - MATERIALS

2.01 LUMBER

- A. Dimensions:
 - 1. Specified lumber dimensions are nominal.
 - 2. Actual net dimensions for all lumber shall conform to industry standards established by the National Grading Rule Committee.
- B. Moisture Content:
 - 1. Provide "seasoned" lumber with 19 percent maximum, except for lumber 4 inches or greater nominal thickness.
 - 2. Lumber of 2-inch and less nominal thickness shall be dried to 15 percent maximum prior to delivery to site.
- C. Dressing: Lumber shall be dressed as noted on the plans.
- D. Species: As noted on the Drawings.
- E. Grading: Each piece of lumber for use in structural framing shall be graded and marked with the grade and trade mark of a lumber grading organization approved by the Construction Manager, except that a certificate of grade furnished by such organization may be accepted in lieu of grade and trademarks when approved by the Construction Manager.

2.02 ROUGH HARDWARE

- A. Furnish all nails, spikes, bolts, screws, and framing connectors of standard manufacture required to complete the Work.
- B. Hot-dip galvanize all items.
- C. Bolts and nuts: ASTM A-307-78, Grade A.
- D. Lag Bolts: Fed. Spec. FF-B-561.
- E. Nails: Fed. Spec. FF-N-101, common unless otherwise noted.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine the substrate under which carpentry work is to be installed. Notify the Construction Manager, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. All carpentry work shall be carried out in a skillful manner. Horizontal and vertical members shall be plumb and true to line and grade. All joints shall be tight and accurately fitted. Shims will not be allowed unless specifically called for on the plans. All wood surfaces shall be sanded where necessary to remove undesirable rough edges. All knotholes, pitch pockets, or sappy portions shall be sealed with an approved resin sealer under natural finishes.
- B. Select individual pieces of lumber so that knots and obvious minor defects will not interfere with placing of bolts, proper nailing, or making proper connections. In exposed locations, select for appearance satisfactory to the Construction Manager. No knots are to be exposed at ends of cut lumber.
- C. Provide all bolting, nailing and other fastenings required to complete the wood construction shown on the drawings.
- D. Bolt holes shall be 1/32-inch to 1/16-inch larger than bolts, and shall be accurately located to permit proper alignment of members and easy driving of bolts. A standard cut washer, or the equivalent thereof, shall be installed between each bolt head and nut and wood. Bolts shall be taken up snug and shall be retightened at the latest practicable time during the construction work.
 - 1. Counter-sink all bolt heads and nuts.
 - 2. Vandal-proof all bolting and other connections by burring threads.
- E. Holes, cuts, etc., made in lumber and posts, after wood preservative treatment, shall be heavily coated with a concentrated solution of the wood preservative used.
- F. Nailing shall be done in a workmanlike manner, care being exercised to avoid splitting wood. All nailing clips, hangers and the like shall receive full number of nails of proper size as furnished with clips or recommended in manufacturer's printed instructions.
- G. Edges of lumber where in contact with people or dogs will occur shall be rounded and smoothed.

END OF SECTION

SECTION 09 61 40 - DETECTABLE WARNING SURFACE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Special Conditions and Division 1 Specifications Section, apply to this Section.

1.02 DESCRIPTION

- A. This Section specifies furnishing and installing Surface Applied Detectable/Tactile Warning Surface Tiles, or Truncated Domes, where indicated. Not recommended for asphalt applications.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's literature describing products, installation procedures, color and routine maintenance.
- B. Samples for Verification Purposes: Submit two (2) tile samples minimum 12" x 12" of the product proposed for installation.
- C. Material Test Reports: Submit complete test reports from qualified accredited independent testing laboratories to qualify that materials proposed for use are in compliance with requirements and meet or exceed the properties indicated on the specifications. All tests shall be conducted on a Surface Applied Detectable/Tactile Warning Surface Tile system as certified by a qualified independent testing laboratory.
- D. Maintenance Instructions: Submit copies of manufacturer's specified installation and maintenance practices for each type of Detectable Warning Surface Tile and accessory as required.

1.04 QUALITY ASSURANCE

- A. Provide Surface Applied Detectable/Tactile Warning Surface Tiles and accessories as produced by a single manufacturer with a minimum of three (3) years of experience in the manufacturing of Surface Applied Detectable/Tactile Warning Surface Tiles.
- B. Installer's Qualifications: Engage an experienced Installer certified in writing by Surface Applied Detectable/Tactile Warning Surface Tile manufacturer as qualified for installation, who has successfully completed installations similar in material, design, and extent to that indicated for Project.
- C. Americans with Disabilities Act (ADA): Provide Surface Applied Detectable/Tactile Warning Surface Tiles which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28

CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).

- D. California Building Code (CBC): Provide only approved DSA / AC detectable warning products as provided in the California Building Code (CBC) Title 24, Part 2, Section 205 definition of "Detectable Warning". Section 1117A.4 and 1127B.5 for "Curb Ramps" and Section 1133B.8.5 for "Detectable Warnings at Hazardous Vehicular Areas".
- E. Vitrified Polymer Composite (VPC) Cast In Place Detectable/Tactile Warning Surface Tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2" height, 0.9" base diameter, and 0.45" top diameter, spaced center-to-center 2.35" as measured on a diagonal and 1.67" as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch; "Armor-Tile" as manufactured by Engineered Plastics Inc., Tel: 800-682-2525, or substitute approved by Engineer or Architect.
 - 1. Chemical Stain Resistance of Tile when tested by ASTM D 543-95 (re approved 2001) to withstand without discoloration or staining - 10% hydrochloric acid, urine, saturated calcium chloride, black stamp pad ink, chewing gum, red aerosol paint, 10% ammonium hydroxide, 1% soap solution, turpentine, Urea 5%, diesel fuel and motor oil.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Surface Applied Detectable/Tactile Warning Surface Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile type shall be identified by part number.
- B. Surface Applied Detectable/Tactile Warning Surface Tiles shall be delivered to location at building site for storage prior to installation.

1.06 SITE CONDITIONS

- A. Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive Surface Applied Detectable/Tactile Warning Surface Tiles for at least 24 hours prior to installation, during installation, and for not less than 24 hours after installation.
- B. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with the general public. Provide barricades or screens to protect the general public.

1.07 GUARANTEE

- A. Surface Applied Detectable/Tactile Warning Surface Tiles shall be guaranteed in writing for a period of five (5) years from date of final completion. The guarantee includes defective work, breakage, deformation, fading and loosening of tiles.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. As per the Plans.
- B. Color: As per the Plans.

PART 3 EXECUTION

3.01 INSTALLATION

- A. During all surface preparation and Surface Applied Detectable/Tactile Warning Surface Tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The application of all tiles, adhesives, mechanical fasteners, and caulking shall be in strict accordance with the guidelines set by their respective manufacturers. Not recommended for asphalt applications.
- C. Coordinate with the Owner's Representative to ensure that the surfaces being prepared and fabricated to receive the tiles are constructed correctly and adequately for tile installation. Review manufacturer and contract drawings with the Contractor prior to the construction and refer any and all discrepancies to the Owner's Representative.
- D. Set the tile true and square to the curb ramp area as detailed in the design drawings, so that its location can be marked on the concrete surface. A thin permanent marker works well. Remove tile when done marking its location.
- E. The surface to receive the Surface Applied Detectable/Tactile Warning Surface Tile is to be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. This cleaning and roughening of the concrete surface should include at least 4 inches around the perimeter of the area to receive the tile, and also along the cross pattern established by the corresponding areas on the backside of the tile. Those same areas should then be cleaned with a clean rag soaked in Acetone.
- F. Immediately prior to installing the Surface Applied Detectable/Tactile Warning Surface Tile, the concrete surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil,

grease, sealers and determined to be structurally sound and cured for a minimum of 30 days.

- G. Using Acetone, wipe the backside of the tile around the perimeter and along the internal cross pattern, to remove any dirt or dust particles from the area to receive the adhesive.
- H. Apply Tactile Bond & Seal adhesive to the backside of the tile, following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2" width of the adhesive locator and shall be applied to within 1/4" continuously around the perimeter edge of the tile. The entire tube of adhesive shall be applied to the back of each tile, sizes 24" x 36" and greater.
- I. Set the tile true and square to the curb ramp area as detailed in the design drawings.
- J. Working from the center of the tile outwards, proceed to drill and install all fasteners in the tile's molded recesses.
- K. Standing with both feet applying pressure around the molded recess provided in the tile, drill a hole true and straight to a depth of 3½" using a 1/4" masonry drill bit. Drill through the tile without hammer option (on the drill) until the tile has been successfully penetrated, then with hammer option (on the drill) to drill into the concrete. Maintaining foot pressure on both sides of the hole while drilling prevents concrete dust from accumulating between the tile and concrete which can affect the tile being installed flush and may compromise installation integrity.
- L. Immediately after drilling each hole, before moving on to the next, and while still applying foot pressure, mechanically fasten tiles to the concrete substrate using a leather bound or hard plastic mallet to set the fasteners. Ensure the fastener has been placed to full depth in the dome, straight, and flush to the top of dome. Drive the pin of the fastener with the mallet, taking care to avoid any inadvertent blows to the truncated dome or tile surface.
- M. Following the installation of the fasteners, the concrete dust should be vacuumed, brushed or blown away from the tile's surface and adjacent concrete. Using Acetone on a rag, wipe the concrete around the tile's perimeter to ensure a clean, dry surface to receive perimeter sealant.
- N. Tactile Bond & Seal perimeter caulking sealant should be applied following the sealant manufacturer's recommendations. Tape all perimeter edges of the tile back 1/16" from the tile's perimeter edge and tape the adjacent concrete back 1/2" from the tile's perimeter edge to maintain a straight and even caulking line. Apply sealant around tile perimeter using care to work sealant into any void between the tile and concrete interface. Tool the perimeter caulking with a rounded plastic applicator or spatula to create a cove profile between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.

- O. Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking. Curing time is weather dependent (average cure time at 75° F is 30 minutes). Adhesive or caulking on the surface of the Armor-Tile can be removed with Acetone.
- P. If installing adjacent tiles, note the orientation of each tile. Careful attention will reveal that one of the long edges of the tile is different than the other in regard to the tiny dotted texture. You may also note a larger perimeter margin before the tiny dotted texture pattern begins. Consistent orientation of each Armor-Tile is required in order that the truncated domes on adjacent tiles line up with each other.
- Q. In order to maintain proper spacing between truncated domes on adjacent tiles, the tapered edge should be trimmed off using a continuous rim diamond blade in a circular saw or mini-grinder. The use of a straightedge to guide the cut is required. All cuts should be made prior to installation of the tiles. If installing adjacent tiles, care should be taken to leave a 1/8 inch gap between each tile to allow for expansion and contraction.
- R. If tiles are custom cut to size, if pre-molded recesses (to receive fasteners) are removed by the cut, or to maintain a tight installation to the substrate then any truncated dome can be center-drilled with a 1/4 inch masonry drill bit to create a through hole, and the through hole must be countersunk with a suitable carbide countersink bit to receive mechanical fasteners. Care should be taken to not countersink too widely or deeply. Fasteners should be flush with the top of the truncated dome when countersunk properly.

3.02 CLEANING, PROTECTING AND MAINTENANCE

- A. Protect tiles against damage during construction period to comply with Tactile Tile manufacturer's specification.
- B. Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.
- C. Clean Tactile Tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean Tactile Tile by method specified by Tactile Tile manufacturer.
- D. Comply with manufacturers maintenance manual for cleaning and maintaining tile surface and it is recommended to perform annual inspections for safety and tile integrity.

END OF SECTION

SECTION 12 93 00 - SITE FURNISHINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes signage.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Color Chip: Provide color chip for site furnishings.

1.03 CLOSEOUT SUBMITTALS

- A. Maintenance data.

PART 2 - PRODUCTS

2.01 SIGNAGE

- A. Refer to the Drawings.

2.02 MATERIALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated; free of surface blemishes and complying with the following:
 - 1. Rolled or Cold-Finished Bars, Rods, and Wire: ASTM B 211.
 - 2. Extruded Bars, Rods, Wire, Profiles, and Tubes: ASTM B 221.
 - 3. Structural Pipe and Tube: ASTM B 429/B 429M.
 - 4. Sheet and Plate: ASTM B 209.
 - 5. Castings: ASTM B 26/B 26M.
- B. Steel and Iron: Free of surface blemishes and complying with the following:
 - 1. Plates, Shapes, and Bars: ASTM A 36/A 36M.
 - 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53/A 53M, or electric-resistance-welded pipe complying with ASTM A 135/A 135M.
 - 3. Tubing: Cold-formed steel tubing complying with ASTM A 500/A 500M.

4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513, or steel tubing fabricated from steel complying with ASTM A 1011/A 1011M and complying with dimensional tolerances in ASTM A 500/A 500M; zinc coated internally and externally.
 5. Sheet: Commercial steel sheet complying with ASTM A 1011/A 1011M.
 6. Expanded Metal: Carbon-steel sheets, deburred after expansion, and complying with ASTM F 1267.
 7. Malleable-Iron Castings: ASTM A 47/A 47M, grade as recommended by fabricator for type of use intended.
 8. Gray-Iron Castings: ASTM A 48/A 48M, Class 200.
- C. Stainless Steel: Free of surface blemishes and complying with the following:
1. Sheet, Strip, Plate, and Flat Bars: ASTM A 666.
 2. Pipe: Schedule 40 steel pipe complying with ASTM A 312/A 312M.
 3. Tubing: ASTM A 554.
- D. Plastic: Color impregnated, color and UV-light stabilized, and mold resistant.
- E. Anchors, Fasteners, Fittings, and Hardware: Stainless steel or manufacturer's standard, corrosion-resistant-coated or noncorrodible materials; commercial quality.
1. Angle Anchors: For inconspicuously bolting legs of site furnishings to on-grade substrate; extent as indicated.
- F. Galvanizing: Where indicated for steel and iron components, provide the following protective zinc coating applied to components after fabrication:
1. Zinc-Coated Tubing: External, zinc with organic overcoat, consisting of a minimum of 0.9 oz./sq. ft. of zinc after welding, a chromate conversion coating, and a clear, polymer film. Internal, same as external or consisting of 81 percent zinc pigmented coating, not less than 0.3 mil thick.
 2. Hot-Dip Galvanizing: According to ASTM A 123/A 123M, ASTM A 153/A 153M, or ASTM A 924/A 924M.

2.03 FABRICATION

- A. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain

cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.

- D. Exposed Surfaces: Polished, sanded, or otherwise finished; all surfaces smooth, free of burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- E. Factory Assembly: Assemble components in the factory to greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

2.04 ALUMINUM FINISHES

- A. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

2.05 STEEL AND GALVANIZED-STEEL FINISHES

- A. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.
- B. PVC Finish: Manufacturer's standard, UV-light stabilized, mold-resistant, slip-resistant, matte-textured, dipped or sprayed-on, PVC-plastisol finish, with flame retardant added; complying with coating manufacturer's written instructions for pretreatment, application, and minimum dry film thickness.

2.06 IRON FINISHES

- A. Baked-Enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester, powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

2.07 STAINLESS-STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Install site furnishings level, plumb, true, and securely anchored and/or positioned at locations indicated on Drawings.

END OF SECTION

SECTION 26 05 00 - SITE ELECTRICAL WORK

PART 1 - GENERAL

- 1.01 Work shall consist of furnishing and installing all labor and materials for complete installation of panel, conductors, ground rods, conduits, pull boxes, demolition, reconnections, and miscellaneous related work as shown on Plans. Existing electrical service meter and panel to stay active during construction and to be replaced with new electrical service meter and panel to new restroom building. The new 200 Amp 240/120V panel to be installed by the contractor to the interior wall and reconnected to feeder and branch circuits. Install a new feeder to match existing. Trace and locate existing underground service conduit, and all conduits from existing restroom panel serving existing loads.
- 1.02 Contractor shall visit the site prior to submission of his bid, verify all conditions that will affect the performance of his work, make all necessary measurements, and notify the Engineer of any discrepancies between the plans and the actual field conditions, prior to bidding. Locating of existing buried service and branch circuit conduits shall be the responsibility of contractor.
- 1.03 Contractor shall secure all necessary permits.
- 1.04 Contractor shall coordinate his work with the other trades, reviewing areas of possible conflict of space.
- 1.05 Contractor to provide all necessary temporary wiring connections to make operational the existing park's pole lighting, and irrigation controller. Job site construction power as required by the 2022 California Electrical Code - CEC (amended 2020 edition of the National Electrical Code), OSHA, and the California State Safety Orders.
- 1.06 SUBMITTALS
- A. Prior to ordering any materials, Contractor shall furnish the Landscape Architect with manufacturers' literature and catalog sheets, per General Requirements section, and/or manufacturers' data sheets for the following items:
1. Pull box locking covers
 2. Wire and conductors
 3. Conduit, outlet boxes and fittings
 4. Grounding materials
 5. Conduit sealing materials
 6. Wire connection sealing materials
 7. Warning tape
 8. Over current protective devices, switches, circuit breakers

1.07 CODES AND STANDARDS

- A. Unless otherwise indicated or specified, all materials and methods shall conform to the appropriate current sections of:
1. The State of California, latest edition of the Department of Transportation Standard Specifications (DTSS), except for measurement and payment requirements.
 2. Applicable ASTM specifications as they reasonably apply to this work, except for measurement and payment requirements.
 3. 2022 California Building Code - CBC
 4. Where conflicts occur, most stringent requirements apply.

All materials shall be new with the Underwriter's acceptance label attached.

All work shall conform to the requirements of the current edition of the California Electrical Code, OSHA, and California State Safety Orders.

1.08 RECORD PLANS

Contractor to keep accurate and scaled reproducible record plans of the entire electrical installation. Deviations and changes from the Contract Plans shall be noted on these drawings. All work that is installed under this Contract shall be included on these Plans.

1.09 GUARANTEE

Electrical Contractor shall guarantee, in writing, for a period of one year from date of acceptance, that all work installed shall be free from defects in workmanship and materials. If during this period of one year any such defects appear, the Contractor shall, without cost to the City, remedy such defects. If the Contractor defaults on this guarantee, the Owner may have such work done and charged to the Contractor.

PART 2 - PRODUCTS

- 2.01 Conductors: Shall be copper, crosslink polyethylene insulated, 600V, type THWN-2 underground service cable, Triangle, Southwire, Phelps Dodge or equal.
- 2.02 Conduits: Shall be PVC schedule 40, 80, or HDPE, by Carlon, PW Pipe, or approved equal. All conduits entering pull boxes shall have end - bells.
- 2.03 Pull Boxes: Shall be reinforced concrete, or polymer concrete assembly, by Old Castle, NewBasis, Jensen, or equal, with upper section and riser section, with concrete lids with hold down bolts.
- 2.04 Cast Metal Junction Boxes: Shall be of non-corrosive material, watertight construction, aluminum, or malleable iron, with screw cover, by Crouse Hinds, Killark, or approved equal.
- 2.05 Lighting Fixtures: not applicable.
- 2.06 Panel: the existing panel is to be replaced with a new panel in the new restroom building.
- 2.07 Ground rods: Shall be copper-clad steel, $\frac{3}{4}$ " diameter by 8' long, with suitable phosphor bronze clamps; ERICO, Blackburn, or approved equal.
- 2.08 Warning Tape, detectable type, 3" wide, as manufactured by 3M, Mule, or equal.
- 2.09 Switches and Receptacles
- A. General: All general purpose 20 ampere, 125/250 volt receptacles and 120/277 volt switches shall conform to NEMA WD1 and applicable UL tests.
- B. Receptacles:
1. Ground fault circuit interrupter receptacle, NEMA Type 520R, Leviton #6598, or equal.
 2. Duplex receptacles: NEMA Type 5-20R, heavy duty specification grade, Leviton #5243, or equal.
- C. Switches: Twenty ampere, 120/277 volts, fast make/slow break, quiet type switch with silver cadmium alloy contacts, binding head terminal screws, side wired only.
1. Single pole, single-throw, Leviton #1221, or equal.

PART 3 -INSTALLATION

- 3.01 Contractor shall coordinate site work with PG&E for any required temporary power disconnection.
- 3.02 PG&E to remove existing service conductors and install new service conductors in existing and newly installed conduits by the contractor in between the meter and utility pole. PG&E to remove the existing riser and install a new riser. PG&E to install a new meter as per the drawings.
- 3.03 Contractor is responsible for electrical trenching, substructure installation and ensuring that both meet PG&E Greenbook Standards.
- 3.04 Contractor is responsible for the removal of all debris from job site caused by this work. Protect and cover all equipment during construction to keep material free from scratches and blemishes.
- 3.05 All conductor splices shall be completely watertight, utilizing either 3M 85 series electrical splicing kits with molds, resin and tapes, or Method "B" per Standard Specifications. Splices shall be prepared as recommended by the manufacturer.
- 3.06 All conduits entering underground pull boxes shall have wide flange end bells. Upon completion of the installation of the wire in the conduits, all conduit ends shall be sealed watertight with non-hardening, non-oxidizing, and non-corrosive sealing compounds, Permagum, or approved equal.
- 3.07 All conductors in conduits shall be installed free from injuries, abrasions and cuts, or crimping. When necessary to provide cable lubrication for smooth conductor installation, Contractor may use Jet Line products "SWP" series or approved equal.
- 3.08 Pull box shall be installed flush with pavement or grade, set on drain rock base as indicated on Plans.
- 3.09 Detectable warning tape shall be installed 12" below grade over the full length of new trench for all buried conduits.
- 3.10 Complete electrical installation shall be permanently grounded per CEC. Test continuity of both the existing ground rod, and any new ground rods with suitable ground meter. Cold water pipe shall be grounded with a #6AWG copper conductor to service ground rod.
- 3.11 Testing: The Contractor shall test the complete installation in the presence of the Owner's representative, upon completion of the project, including tests for grounds, lighting controls, & etc.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.01 SUMMARY

1. Protecting existing vegetation to remain.
2. Removing existing vegetation indicated to be removed.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing site utilities.
7. Staging Area.

1.02 WORK SPECIFIED UNDER OTHER SECTIONS

Consult all other Sections to determine the extent and character of the work specified elsewhere but related to that included in this Section. Work specified herein shall be properly coordinated with that specified.

1.03 SPECIFICATION REFERENCE AND PERFORMANCE

- A. California Standard Specification, current edition (CSS or Caltrans)
- B. Standard Specifications for Public Works Construction ("Greenbook"), current edition.
- C. Perform demolition of existing improvements as noted on the Drawings.
- D. The Contractor shall confirm with the owner's representative precise areas and elements to be removed. All other improvements shall be considered to remain and shall be protected. If the Contractor inadvertently demolishes and/or removes any items to remain, they shall be repaired or replaced to "like-new" condition.

1.04 MATERIAL OWNERSHIP

Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.05 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

- C. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- F. Staging area in and near the project area will be provided by the District as discussed at the Pre-construction Meeting. Staging areas outside of the Park Limits will not be allowed.
- G. The following practices are prohibited within Tree Protection Zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

PART 2 - PRODUCTS:

- 2.01 Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 14 11 "Site Preparation and Earthwork."

PART 3 - EXECUTION

3.01 PROJECT CONTROL

Care shall be taken by the Contractor to minimize, insofar as possible, noise, vibration, dust and other nuisance qualities during demolition work.

3.02 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.03 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E Refer to Section 01 57 50 "Temporary Erosion Control Measures" for additional requirements and information.

3.04 TREE AND PLANT PROTECTION

- A. Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Landscape Architect and provided in the Project Plans.

3.05 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place as shown on the Plans, specified herein, and directed by the Owner's representative.
 - 1. Arrange with utility companies to shut off utilities as needed for demolition. Maintain electrical service to the site lighting system and irrigation controller for the duration of the contract.
 - 2. Existing utilities and storm drain to be abandoned shall be removed when in conflict with new improvements and as shown on the Plans.
 - 3. Temporarily plug existing water, sanitary and storm sewer laterals associated with the existing restroom building.
 - 4. Existing storm drain and/or other utilities in conflict with new improvements are to be plugged and removed as approved by the Owner's Representative.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Landscape Architect's written permission.

- C. Removal of underground utilities is included in earthwork sections and with applicable fire suppression, plumbing, electrical, communications, electronic safety and security and utilities.

3.06 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 2. Use only hand methods for grubbing within protection zones.
 - 3. Weeds shall be removed by hand only.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.07 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.08 SITE IMPROVEMENTS

Remove existing above- and below-grade improvements as indicated on the plans and in these Specifications, and as necessary to facilitate new construction.

Existing Building & Concrete Pad: Contractor's attention is directed to the existing restroom building to be demolished. Contractor shall demolish and dispose of the entire building including foundation as shown on the Plans, specified herein and as directed by the Owner's Representative. Contractor shall assume that asbestos and lead material is present within the building and shall properly remove said materials in a manner required by local, state and federal guidelines. Prior to demolishing the building, remove, salvage, and temporarily locate and energize the site lighting control equipment and irrigation controller located within the building. Salvage all low voltage wires connected to the controller and temporarily reconnect to the relocated controller.

Signs, posts, bollards, and site elements: In areas where existing signage, furnishings, and miscellaneous items are to be removed, the Contractor shall remove the entire footing,

posts, anchor bolt and miscellaneous hardware and materials from site. Holes from existing footings shall be filled and compacted to meet surrounding grades.

Removal of Existing ACP Storm Drain Pipe, Storm Drain Inlets and Sanitary Sewer Cleanouts are included in the work and shall be removed as shown on the Plans and Specified herein. Contractor shall properly remove and dispose of existing Asbestos Cement Pipe as required by local, state and federal guidelines.

3.09 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

3.10 PAVING REMOVAL

- A. In areas where existing asphalt or concrete paving is to be removed and replaced with new paving, new paving sections shall be constructed as shown in the Drawings and Specifications regarding quality, depths and proposed grades. Measurement and payment for these removals shall be included in the new paving item.
- B. In all areas where gravel, asphalt or concrete paving is to be removed and replaced with new planting, remove all existing aggregate base, gravel, etc. Leave only native soil or existing clean fill. Measurement and payment for this work is included in "Demolition, Clearing and Grubbing" or the specific removal item of work.
- C. Sawcut the edge between paving or other materials to remain and those to be removed if the joint will be visible after completion of the project. If a saw cut falls within 3 feet of an existing joint line, the pavement or curb shall be removed to the joint or edge.

3.11 TREE AND SHRUB REMOVAL

- A. See Section 015639 tree protection and 015750 erosion control.
- B. All trees, shrubbery, or other plants where so indicated in the Drawings or as directed by the Owner shall be removed. Contractor shall remove trees in advance of the construction of permanent improvements.
- C. Trunks of trees and shrubs shall be removed to a depth of not less than 24 inches below natural or finish grade and the resulting cavity backfilled and compacted, using approved site material. Care shall be taken in removing trees to insure that damage is not done to adjacent improvements. Take care to protect and preserve those trees which are to remain on site. Large tree stumps shall be hauled away.

3.12 TURF AND GRASS REMOVAL

- A. Where existing turf and grass are removed for new paving:

Withhold water from any existing turf until grass is brown and surface layer of soil is dry. Use equipment to remove the surface layer of soil containing turf roots and grass blades. Dispose of soil and turf material off-site or as directed.

- B. Where existing turf and grass are removed for new planting:

Withhold water from any existing turf until grass is brown and surface layer of soil is dry. Use rototiller or tractor with cultivating blades to incorporate the dead grass into the top six inches of soil. Grade and compact the planting soil to 85% maximum compaction.

3.13 IRRIGATION ALTERATIONS/SALVAGE

In areas where irrigation is to be removed and reused, existing lines, heads, valves, controllers and other miscellaneous items may be reused if they conform to the standards outlined in the Drawings and Specifications regarding quality and condition of those materials. Contractor shall replace at their cost any items broken which are to be reused.

3.14 FENCING

- A. In areas where existing fencing is to be removed and replaced with new fencing, existing footings and posts may be reused if they conform to the Specifications and standards regarding quality and depths for the proposed fencing.

- B. In areas where existing fencing is to be removed, the Contractor shall remove the entire footing, posts, fabric and miscellaneous hardware and materials from site. Holes from existing footings shall be filled and compacted to meet surrounding grades.

END OF SECTION

SECTION 31 14 11 - SITE PREPARATION AND EARTHWORK

PART 1 - GENERAL

1.01 SCOPE

Provide all labor, material, power, tools, transportation, services and equipment necessary for demolition, tree removal, site preparation and earthwork as shown on the Drawings and specified herein.

1.02 REFERENCES

- A. California Standard Specification, current edition (CSS or Caltrans)
- B. Standard Specifications for Public Works Construction ("Greenbook"), current edition

1.03 WORK SPECIFIED UNDER OTHER SECTIONS

Consult all other sections to determine the extent and character of the work specified elsewhere but related to that included in this section. Work specified herein shall be properly coordinated with that specified.

1.04 INVESTIGATION OF SITE AND SOIL CONDITIONS

Intending bidders are presumed to have visited the site and familiarized themselves with the existing conditions. The submitting of a bid shall be considered as acknowledgment on the part of the bidder of familiarity with conditions at the site.

1.05 STAGING AREA

Staging area in the park project areas are designated on the Drawings and will be provided by the Owner as discussed at the Pre-Construction Meeting (for the duration of the project).

1.06 PROTECTION

Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvement and planting. Contractor shall be responsible for any damage resulting from his operations and shall repair or replace such damage at his own expense. No trucks or vehicles of any kind shall be allowed to pass over sidewalks, curbs, etc. unless adequate protection is provided.

No grading equipment shall be allowed to pass over existing streets, sidewalks, curbing, etc., and if the same are damaged, they shall be restored to their original condition as directed by the Owner. No patching will be accepted. This Section shall include all responsibility for damage to adjacent property that may be caused by work specified herein.

1.07 DEFINITIONS

- A. Standard Specifications: Where referred to in these specifications, "Standard Specifications" shall mean the State of California Caltrans Standard Specifications, latest edition. All work shall be carried out in conformance with the Standard Specifications unless otherwise specified herein.
- B. Percent Compaction: As referred to in these Specifications, percent compaction is the required in-place dry density of the material, expressed as a percentage of the maximum dry density of the same material determined by the ASTM test method, D1557-78(C).
- C. Optimum Moisture Content: As referred to in these Specifications, optimum moisture content is the moisture content, percent (by dry weight), corresponding to the maximum dry density of the same material as determined by the ASTM test method D1557-78(C).
- D. Select Fill Areas: Where used in these Specifications, select fill areas shall mean: 1] within building areas and for a distance of at least 5' beyond the outside edges of perimeter footing; 2] within exterior concrete slab areas and for a distance of 3' beyond their edges.
- E. Soil Subgrade: Where used in these Specifications soil subgrade shall mean: 1] within concrete slab-on-grade floor areas, the surface on which slab base rock is placed; 2] within exterior concrete slab areas, the surface on which concrete is placed; 3] within asphalt paved areas, the surface on which aggregate base of subbase is placed.
- D. Backfill: Soil material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- E. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- F. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- G. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- H. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by

Landscape Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Landscape Architect. Unauthorized excavation, as well as remedial work directed by Landscape Architect, shall be without additional compensation.
 - I. Fill: Soil materials used to raise existing grades.
 - J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
 - K. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
 - L. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
 - M. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

PART 2 – PRODUCTS

2.01 SOIL MATERIALS

- A. Engineered Fill: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations per these specifications. The imported material shall be free of organic debris or contaminated materials.
- B. Satisfactory Soils shall be free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- D. Base Course: See plans for aggregate base requirements to construct various types of improvements including slabs, trenches and pavement sections.
- E. Drainage Course: Per Plans, drainage course shall consist of Caltrans Class 2 permeable material or 3/4 inch clean crushed rock wrapped in a non-woven geotextile.

2.02 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.01 LINES AND LEVELS

- A. The various parts of the work shall be located accurately, and lines, grades, and elevations laid out with all stakes set as necessary during the course of the work.
- B. All existing benchmarks shall be protected and maintained during the entire course of the contract. Monuments of stakes disturbed or destroyed by anyone during the course of the contract shall be re-established under this Section without additional expense to the Owner.

3.02 EARTHWORK INSPECTIONS

All excavations must be inspected and approved by the Owner's Representative prior to placement of fill. All fill materials shall be properly keyed into firm soil or bedrock materials as determined by the Owner's Representative.

3.03 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.04 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.05 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- B. Excavations at Edges of Tree-and Plant-Protection Zones:
 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 2. Cut and protect roots according to requirements provided elsewhere in these project specifications.

3.06 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces at proposed walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.07 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements provided elsewhere in these project specifications.

3.08 SUBGRADE INSPECTION

- A. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Landscape Architect, without additional compensation.

3.09 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Landscape Architect.
 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Landscape Architect.

3.10 STORAGE OF SOIL MATERIALS

- A. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
- B. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials as provided in Table 3: Fill Placement Criteria of the project Plans.

3.12 GRADING

- A. General:
 - 1. Uniformly grade areas to a smooth surface, free of irregular surface changes.
 - 2. Comply with compaction requirements provided on the Plans; and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as provided on Plans, and as follows:
 - 1. Shape subbase course and base course to required crown elevations and cross-slope grades.
 - a. Cross-slopes may change depending on discovery of Sandstone. Should an adjustment to the slope be required, the contractor shall notify the City and or Landscape Architect prior to making such and adjustments and will record the final site elevations and supply the City with a Record Drawing.
 - 2. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness as provided on the Plans or as directed by the Owner's Representative.

3.14 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE (N/A)

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as provided on Plans, project Geotechnical Report and as follows:
 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 2. Compact each layer of drainage course to required cross sections and thicknesses per Table 3 of project Geotechnical Report.

3.15 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Landscape Architect.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and re-test until specified compaction is obtained.

3.16 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

3.18 SHORING, BRACING AND BARRIERS

- A. Work shall be conducted so as to avoid injury to persons and damage to adjacent property and to this end adequate shoring, bracing and barriers, including lights where necessary, shall be provided.

3.19 FINISH GRADING

- A. Grading and Shaping: After completion of pavements and structures, previously established surfaces shall be graded and shaped by blading, dragging or by other means. Finished surfaces shall be smooth, true to slopes and grades. Surfaces abutting walkways and pavements shall be tapered to lay with such pavements as detailed on the drawings.
- B. Prior to removal of grading equipment from the site, the Contractor shall notify the City so that the City may review the finish grading and either approve the grades or request that the Contractor make corrections/modifications to the grades.

3.20 SPILLAGE, DUST AND EROSION CONTROL

- A. Spillage: The Contractor shall prevent spillage when hauling on or adjacent to any public street or highway. In the event that such occurs, the Contractor shall remove all spillage and sweep, wash or otherwise clean such streets or highways as required by local City and County authorities and/or the State of California.
- B. The Contractor shall take all precautions needed to prevent a dust nuisance to adjacent public or private properties and to prevent erosion and transportation of soil to downstream of adjacent properties due to their work under this contract. Any damage so caused shall be corrected or repaired by the Contractor at no cost to the Owner.
- C. Owner's Prerogative: In the event the Contractor fails to take such precautions or make such corrections or repairs promptly, the Owner may take such steps as they may deem necessary and deduct the cost of the same from the monies due to the Contractor. Any such action or lack of action on the part of the Owner in no way alters or relieves the Contractor of the responsibility for the proper protection of the work.

3.21 RESTORATION OF SURFACES, ETC.

All surfaces and fences or other items of any kind or nature outside of the property line or

limit of work under this contract which are damaged, cut or otherwise disturbed shall be restored, without further expense to the Owner, to their original condition, appearance and wearing value with duplicating materials.

3.22 EXCESS MATERIAL OFFHAUL – DISPOSAL SITE

Excess clean soils may be temporarily stockpiled at the site and reused for clean fill. Excess material not required to be used for site fill shall be removed from the site and disposed by the Contractor.

3.23 FINAL CLEAN-UP

Grades and graded areas disturbed during the course of this contract by action of the elements, mechanical equipment or other construction activity, shall at the completion of the work or prior thereto, if directed by the Landscape Architect or the Owner, be brought to the finished grades and elevations shown on the drawings. Remove all debris and finish off grades and other work in a neat and uniform manner satisfactory to the Landscape Architect and the Owner. At completion of finish grading, the site shall be left in first class condition, free of all construction materials, equipment, rubbish, debris, etc.

END OF SECTION

SECTION 32 11 23 - AGGREGATE BASE

PART 1 - GENERAL

1.01 SCOPE

Extent of aggregate base work is indicated on the project plans and these special provisions.

1.02 REFERENCES

- A. Standard Specifications, latest edition, issued by California Department of Transportation (CSS).
- B. Greenbook: Standard Specifications for Public Works Construction, current edition.

1.03 WORK SPECIFIED UNDER OTHER SECTIONS

Consult all other Sections to determine the extent and character of the specified elsewhere but related to that included in this Section. Work specified herein shall be properly coordinated with that specified.

1.04 SUBMITTALS

Testing reports as noted below.

1.05 DEFINITIONS

- A. Percent Compaction: As referred to in these Specifications, percent compaction is the required in-place dry density of the material, expressed as a percentage of the maximum dry density of the same material determined by the ASTM test method, D1557-78(C).

PART 2 - MATERIALS

2.01 AGGREGATE BASE ROCK

All materials shall conform to the requirements of Standard Specifications Section 26, Class 2 Aggregate Base, 3/4 inch maximum grading, except for aggregate base rock specified under the poured-in-place resilient rubber surface.

PART 3 - EXECUTION

3.01 PREPARATION OF BASE

Sub-grade material: shall be placed and compacted as specified in other sections of these specifications or on the contract Plans.

3.02 PLACEMENT AND COMPACTION

Place aggregate base in areas shown on the drawings. Minimum thickness unless shown differently on the drawings shall be 0.5 feet (six-inches). Material shall be compacted as shown on the Plans and directed by the Owner's Representative.

3.03 TESTING

Contractor shall notify the Owner's Representative at the completion of various stages of the operation as indicated below and shall allow such reasonable time for testing and inspection as the Owner's Representative may require. No work shall be done on the next following stage until authorization to proceed has been received from the Owner's Representative.

- A. After all rough grading is complete and subgrade has been prepared to receive aggregate base.
- B. After each course of aggregate base has been placed and compacted and is ready for following course.
- C. After final placement and compaction of aggregate base and subgrade has been prepared to receive asphalt prime, or other following operation.
- D. When paving equipment is at the site and paving operation is ready to start.

END OF SECTION

SECTION 32 12 16 - ASPHALT PAVING

PART 1 - GENERAL

1.01 SCOPE

Furnish all labor, equipment, and materials necessary for the installation of aggregate base, asphalt paving and other related work as specified and in accordance with the Contract Documents.

1.02 WORK SPECIFIED UNDER OTHER SECTIONS

Consult all other Sections to determine the extent and character of the work specified elsewhere but related to that included in this Section. Work specified herein shall be properly coordinated with that specified.

1.03 REFERENCE, CODES AND STANDARDS

- A. All work shall comply with the rules and regulations of the State Division of Industrial Safety, OSHA, and all other local and state agencies having jurisdiction. Nothing contained herein shall be construed as permitting that which is contrary to such rules, regulations and codes.
- B. Standard Specifications, latest edition, issued by California Department of Transportation (CSS or Standard Specifications).
- C. Percent Compaction: As referred to in these Specifications, percent compaction is the required in-place dry density of the material, expressed as a percentage of the maximum dry density of the same material determined by the ASTM test method, D1557-78(C).

1.04 QUALITY ASSURANCE

- A. Tolerances
 - 1. Base Courses: Plus 0 or minus 0.1 foot from indicated line and grade.
 - 2. Finish Surface: Plus or minus 0.05 foot from indicated line and grade.
 - 3. Thickness of Finished Pavement: Shall not exceed .01 foot less than specified thickness.
- B. Stipulation: At no point shall surface fail to drain. Set grades to ensure that surface runoff flows to drainage structures or landscape areas.
- C. Certifications: Certify that materials comply with specified requirements.

1.05 SUBMITTALS:

- A. Submit mix for asphalt concrete from supplier and submit asphalt batch sheet to Owner's Representative at time of delivery.

1.06 TESTING AND INSPECTION

The Owner's Representative has the option to make tests periodically to ensure that mix meets requirements of the specifications. The Contractor shall provide all delivery tickets to the Owner's Representative immediately upon delivery.

PART 2 - PRODUCTS

2.01 Products with Reference to CSS

- A. CSS Section 26: Class 2 Aggregate Base, 3/4" Max. Aggregate Grading.
- B. CSS Section 39: Type A Hot Mix Asphalt (HMA), 1/2" Max. Medium Grading
- C. CSS Section 94: Type SS1 Binder, Emulsified asphalt diluted with water
- D. CSS Section 20: Redwood Header Board as shown on the Plans and Specified in CSS for Asphalt Concrete Paving.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive asphaltic concrete and verify following:
 - 1. That related work such as drainage structures, grates, frames, curbs, headers, and adjacent paving have been set at proper elevations or that conditions will permit adjustment to proper elevations.
 - 2. Absence of wet receiving surfaces or other conditions that adversely affect execution of this work.
- B. Do not start work until unsatisfactory conditions have been corrected.

3.02 WEATHER LIMITATIONS

- A. Apply prime and tack coats only when ambient temperature is above 50`F for 12 hours immediately prior to application. Do not apply when base coat is wet or contains an excess of moisture.

- B. Construct asphalt concrete surface course only when atmospheric temperature is above 40°F and when base is dry. Base course may be placed when air temperature is above 30°F and rising.

3.03 BASE PREPARATION

Prepare subgrade in accordance with the requirements of Section 31 14 11 Site Preparation and Earthwork and the Project Geotechnical Report. Ensure receiving areas are true to line and grade, dry, firm, properly prepared, and free from loose or foreign material.

3.04 AGGREGATE BASE

- A. Aggregate Base: Prepare aggregate base as shown on the Plans, as specified in Section 31 14 11 Site Preparation and Earthwork of these specifications, CSS Section 26, and the Project Geotechnical Report. Ensure receiving areas are true to line and grade, dry, firm, properly prepared and free from loose or foreign material.
- B. Remove all loose material from compacted sub-base surface. Isolated unstable areas shall be stabilized by re-compaction or excavation and replacement of materials.

3.05 TACK COAT

Apply a tack coat to contact surfaces of previously constructed asphalt, Portland cement concrete, surfaces abutting or projecting into asphalt concrete paving, and vertical faces, or other surfaces as specified elsewhere, at a rate of from 0.02 gallons to 0.10 gallons per square yard. Allow to dry until at proper condition to receive paving.

3.06 GRINDING FOR AC INLAY

Removal of Asphalt Concrete by grinding shall conform to CSS Section 42 "Groove and Grind Concrete". Planing of the asphalt concrete pavement shall not be done by the heater planing method. The cold planing machine shall be equipped with a cutter head not less than 72 inches in width and shall be operated so as to not produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

3.07 ASPHALT CONCRETE

- A. Asphalt concrete shall be spread and compacted on the prepared base in conformance with the lines, grades and dimensions shown on the Drawings, in accordance with Section 39 of the Standard Specifications.
- B. Care shall be exercised in compacting around curb, gutter and redwood

headers. Any damage to existing facilities by spreading and compaction operations shall be the full responsibility of the Contractor.

3.08 TESTING

- A. Aggregate Base: Contractor shall notify the Owner at the completion of various stages of the operations as indicated below and shall allow such reasonable time for testing and/or inspection as the Owner may require. No work shall be done on the next following stage until authorization to proceed has been received from the Owner.
1. After all rough grading is complete and subgrade has been prepared to receive aggregate base.
 2. After each course of aggregate base has been placed and compacted and is ready for following course.
 3. After final placement and compaction of aggregate base and subgrade has been prepared to receive asphalt prime, or other following operation.
 4. When paving equipment is at the site and paving operation is ready to start.
- B. Asphalt Concrete:
1. General: Test the in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by the Owner's Representative. In-place compacted thickness will not be acceptable if less than required thickness.
 2. Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using 10 foot straightedge applied parallel with, and at right angles to, centerline of paved area. Wearing course surfaces will not be acceptable if exceeding 3/16 inch tolerances for smoothness. The finished pavement shall be water tested by flooding to assure positive drainage. Pavement in areas with standing water shall be corrected to eliminate puddles.

3.09 CLEAN UP

Clean asphalt concrete residue from any adjacent surfaces, and repair any asphalt concrete or other surfaces as required. Remove all unused material from the job site.

END OF SECTION

SECTION 32 13 13 - CONCRETE PAVING & STRUCTURES

PART 1 - GENERAL

1.01 SCOPE

Provide all labor, material, power, tools, transportation, services, and equipment necessary for the installation of all plain and reinforced concrete work as shown on the project Plans and specified herein.

1.02 WORK SPECIFIED UNDER OTHER SECTIONS

Consult all other Sections to determine extent and character of work specified elsewhere but related to that included in this Section. Work specified herein shall be properly coordinated with that specified.

1.03 STANDARD SPECIFICATIONS

A. All workmanship and material within this Section shall conform to the requirements of Section 51, 73 and Section 90 of the Standard Specifications, "Concrete Structures", Concrete Curbs and Sidewalks, and "Concrete" State of California, Business and Transportation Agency, Department of Transportation, latest edition (CSS or Standards Specifications).

B. CRSI's "Manual of Standard Practice"

1.04 GENERAL REQUIREMENTS

A. Quality Control: Contractor shall be completely responsible for the determination of concrete mixes to provide the required compressive strength and other requirements set forth under this Section.

B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

C. ACI Publications: Comply with ACI 301 unless otherwise indicated.

D. Submittals and Samples

1. Product Data: For each type of product indicated.
2. Submit mix design for miscellaneous concrete (including concrete sub-slab etc.).
3. Sample panels of all concrete finishes, as shown on the drawings, shall be prepared. Approved samples shall be kept at the job site to serve as a prerequisite for all finishes. Samples shall be in four square foot panels and show score joints and tooled edges.
4. Manufacturer's current printed specifications and catalogue cuts for

expansion joint filler, backer rod and bond breaker.

- E. Other Action Submittals:
 - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- F. Cleanup: Contractor shall clean up and remove from the site all spillage, over-pour, discarded forming materials, rejected work or materials, and any other refuse or debris resulting from his work.

PART 2 - PRODUCTS

2.01 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 40; deformed.
- B. Dowel Bars: ASTM A 615/A 615M, Grade 40 plain-steel bars. Cut bars true to length with ends square and free of burrs.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified.

2.02 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Generally retain first option in first subparagraph below unless concrete with lighter shades or brighter colors is required.
- B. Portland Cement: ASTM C 150, gray portland cement Type II.
- C. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source and as provided below.
- D. Water: Potable and complying with ASTM C 94/C 94M. Clean and free from deleterious amounts of acids, alkalis, salts, or organic materials.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.03 AGGREGATES

- A. Coarse Aggregate: Gravel, crushed gravel, crushed rock, or combinations thereof free from vegetable matter and other deleterious substances, of approved source.

Fine Aggregate: Natural sand or a combination of not less than 50% natural and manufactured sand, meeting C-33 standard, free from deleterious coatings, roots, bark, sticks, rags, and other extraneous material. All fine aggregate shall be thoroughly and uniformly washed

- B. Permeable base shall be Class 2 Permeable Material Per Caltrans Section 68-2.02F(3) Class 2 Permeable Material.

2.04 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

2.05 MISCELLANEOUS

- A. Forms: Forms shall conform to lines and dimensions shown, mortar tight, rigid and braided, and tied to prevent sagging or displacement. Form ties and similar accessories shall be such that all metal will be at least 1 inch from surface when forms are stripped. Wood or metal of sufficient strength to resist concrete placement pressure and to maintain horizontal and vertical alignment during concrete placement.
- B. Non corrosive dowel such as fiber glass dowel or epoxy coated dowel should be used at joints where shown.
- C. Plastic expansion joint of cap with 1/2-inch removable "zip strip" to receive joint sealant.
- D. Expansion Joint Filler: 1/2-inch thick ASTM D1751, pre-molded non-extruding asphalt-impregnated felt.
- E. Joint Sealants: Two-component polysulfide or polyurethane elastomeric type complying with FS TT-S-00227, self-leveling, designed for foot traffic, color to match adjacent paving. See Section 32 13 73 for additional specifications.
- F. Form Release Agent: Non-staining chemical form release agent.

- G. Tie Wires: 18 gauge minimum, black annealed.

2.06 DETECTABLE WARNING SYSTEMS:

- A. The detectable warning surface must comply with the following regulations:
 - 1. Americans with Disabilities Act (ADA) Title III Regulations, 28 CFR Part 36 "ADA Standards For Accessible Design," Appendix A, Section 4.29 for "Detectable Warnings."
 - 2. Division of the State Architect - Access Compliance (DSA-AC) approved detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Section 205 definition of "Detectable Warning."
- B. Acceptable Manufacturers are (subject to conformance with the plans and Special Provisions): ADA Solutions, Answer Industries, Armor-Tile, or approved equal.
- C. Adhesives, Fasteners, and Sealant shall conform to the manufacturers recommendations.
- D. Vitrified polymer composite with aluminum oxide particles imbedded on truncated domes; homogeneous coloring. Conform to the following performance requirements:

Property	Value	Test Methods
Compressive Strength	Not less than 28,000 psi	ASTM D695
Tensile Strength	Not less than 11,000 psi	ASTM D638
Flexural Strength	Not less than 25,000 psi	ASTM D790
Fire Resistance	Flame spread shall be less than 15	ASTM E84
Water Absorption	Not to exceed 0.07%	ASTM D570
Slip Resistance	The combined Wet and Dry Static Co-Efficient of Friction not to be less than 0.80 on top of domes and field area	ASTM C1028

- E. Detectable Warning Surface color shall be "Yellow".
- F. Refer to the plans for additional information.

2.07 CONCRETE MIXTURES

- G. A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
 - 1. Compressive Strength (28 Days): 3000 psi.
 - 2. Slump Limit: 4 inches, plus or minus 1 inch.
- B. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

2.08 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

2.09 COLOR AND FINISH

- A. Refer to the plans for concrete color and finishes.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.02 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.03 BASE ROCK

- A. General: Place base rock per details on the plans and Section 32 11 23 Aggregate Base of these Special Provisions.

3.04 STEEL REINFORCEMENT

- A. General: Place reinforcing, whether bars or welded wire mesh as shown on details on the Plans. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.05 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
- B. Expansion joint shall be 3/8-inch wide with 1/4-inch radius rounded edge. Joint should be filled with pre-molded joint filler, capped with matching color sealant. Expansion joint shall be installed at 20-feet on center maximum, unless otherwise shown on the drawing.
- C. Review location and installation of expansion joints with Owner Representative.
- D. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
- E. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
- F. Contraction or Control Joints: Form weakened-plane contraction or control joints, sectioning concrete into areas as indicated. Construct contraction or control joints for a depth equal to at least one-fourth of the concrete thickness.
- G. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.06 CONCRETE PLACEMENT

- A. Where possible, pump concrete to placement site from ready-mix truck. Coordinate delivery with Owner's Representative regarding access routes and limitations.
- B. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- C. Comply with ACI 301 requirements for measuring, mixing, transporting, placing, and consolidating concrete.

- D. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- E. Screed paving surface with a straightedge and strike off.
- F. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.07 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations. Workmanship shall be of the highest standards. During finishing, cement shall not be applied to the dry concrete surface. Surfaces shall be consistently finished through the job. Scored joints shall be deeply tooled, straight and level.
- B. Initial floating operation is included in "Concrete Placement" Article.
- C. Tooling: Tool the edges of all joints, pavements.
- D. Form 45 degrees, 3/4-inch chamfer at all corners and edges of curbs.
- E. Deep score lines or weaken plane joints shall be 1-1/2-inches deep, straight, even, tooled, or saw-cut. The width shall be the minimum possible and not to exceed 1/4-inch. Deep score line shall be installed at 7-feet on center maximum unless otherwise shown on the drawing.
- F. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
- G. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic. Broom Finish: The finish shall be monolithic with structural slab. The freshly placed slab shall be compacted and screeded uniformly to grade. Push large aggregate below the surface with screen tamper, screed and bull float. As soon as the surface becomes workable, it shall be wood floated, then trowelled to a uniform smooth surface. Follow by a perpendicular-to-direction of-traffic, even, and uniform medium brooming.
- H. Patching Material: Prior to patching, secure approval of Owner's Representative for specific patches. Cement mortar consisting of 1 part cement, and 2 parts sand by volume with just enough water to ensure workability.

Exposed patches shall be colored to match the neighboring surface in color. After cleaning and filling with specified mortar, all patches shall be washed and rubbed smooth and even with carborundum brick to a uniform finish matching existing work.

- I. Cleaning: Upon removal of forms, all bolts, wires, ties, spreaders, etc. shall be removed, cut, or broken back at least 1 inch below the surface of the concrete and resulting imprint chipped out as required and patched with mortar as specified. All projecting tins shall be removed and all other minor irregularities in exposed concrete surfaces shall be removed and/or cut back and patched as directed by the Owner's Representative. All other work stained by leakage of concrete shall be cleaned and repaired.
- J. Defective Work: Such as under-strength concrete, concrete out of line, exceeding allowable gradients or cross slopes, or showing objectionable cracks, honeycomb, rock pockets, voids, spilling, exposed reinforcing, etc., shall be repaired or removed and replaced as directed by and to the satisfaction of the Owner's Representative. All cleaning, patching, and repairs shall be subject to Owner's Representative's approval and acceptance.

3.08 CONCRETE PROTECTION AND CURING

- A. Pavements, Curbs and Structures shall conform to Section 90 of the Standard Specifications.
- B. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- C. Finished concrete shall be protected at all times from damage. After completion of curing period, pavement shall be protected from damage by equipment and other operations until final acceptance.
- D. Comply with ACI 306.1 for cold-weather protection.
- E. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- F. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- G. Curing Methods: Cure concrete by moisture curing.

3.09 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 1/8 inch.

2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/2 inch.
4. Joint Spacing: 3 inches.
5. Contraction Joint Depth: Plus 1/4 inch, no minus.
6. Joint Width: Plus 1/8 inch, no minus.

3.10 DETECTABLE WARNING SURFACE INSTALLATION

- A. Prefabricated truncated dome panels shall be the cast in place. Dimensions and spacing must be as shown on the plans.
- B. Contractor shall install securely and conform to the manufacturer's printed instructions for installation.

3.11 PAVEMENT MARKING

- A. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.12 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Landscape Architect.
- B. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

3.13 CLEAN-UP

- A. No washing of vehicles or equipment related to concrete provision and placement is permitted on the project site or on adjacent streets.
- B. No dumping of excess concrete or similar materials is permitted on the project site or adjacent streets, whether area is paved or un-paved.

END OF SECTION

SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Cold-applied joint sealants.

1.02 ACTION SUBMITTALS

- B. Product Data: For each joint-sealant product indicated.

1.03 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Product test reports.
- C. Preconstruction compatibility and adhesion test reports.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As indicated by manufacturer's designations.

2.02 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Nonsag, Silicone Joint Sealant for Concrete: ASTM D 5893, Type NS.
- B. Single-Component, Self-Leveling, Silicone Joint Sealant for Concrete: ASTM D 5893, Type SL.
- C. Multicomponent, Pourable, Traffic-Grade, Urethane Joint Sealant for Concrete: ASTM C 920, Type M, Grade P, Class 25, for Use T.

2.03 JOINT-SEALANT BACKER MATERIALS

- A. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- B. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.04 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Cleaning of Joints: Clean out joints immediately before installing joint sealants.
- C. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- D. Install joint-sealant backings of kind indicated to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backings.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Install joint sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place joint sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- F. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
 - 1. Remove excess joint sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- G. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.
- H. Clean off excess joint sealant or sealant smears adjacent to joints as the Work progresses, by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION

SECTION 32 17 23 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes painted markings applied to pavement.

1.02 REFERENCES

- A. Standard Specifications, latest edition, issued by California Department of Transportation (CSS or Standard Specifications).
- B. Greenbook: Standard Specifications for Public Works Construction, current edition.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Aexcel Inc.
 - 2. Benjamin Moore & Co.
 - 3. Conco Paints.
 - 4. Dunn-Edwards Corporation.
 - 5. Ennis Traffic Safety Solutions, Inc.
 - 6. Frazee Paint.
 - 7. Kwal Paint.
 - 8. McCormick Paints.

9. Miller Paint.
10. Parker Paint Mfg. Co. Inc.
11. PPG Industries.
12. Pratt & Lambert.
13. Rodda Paint Co.
14. Rohm and Haas Company; a subsidiary of The Dow Chemical Company.
15. Scott Paint Company.
16. Sherwin-Williams Company (The).

2.02 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: MPI #97, latex traffic-marking paint.
 1. Colors: Blue, White, Red.
- B. Glass Beads: AASHTO M 247, Type 1.

PART 3 – EXECUTION

3.01 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils. Apply paint so that it cannot run beneath the stencil.
 2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

END OF SECTION

SECTION 32 84 00 - PLANTING IRRIGATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Piping.
2. Automatic Remote Control Valves.
3. Sprinklers.
4. Quick Couplers.
5. Gate or Shutoff Valves.
6. Low Voltage Wires.
7. Boxes for automatic control valves.

1.02 PERFORMANCE REQUIREMENTS

- A. Irrigation zone control shall be automatic operation with controller and automatic control valves.
- B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent irrigation coverage of areas indicated.
- C. Delegated Design: Design 100 percent coverage irrigation system, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- D. Temporary relocation of existing irrigation controller and reconnection of existing low voltage wires to temporary relocated controller. Permanent installation of existing controller and reconnection of existing low voltage wires to controller.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories.

1.04 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.
- B. Zoning Chart: Show each irrigation zone and its control valve.

- C. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.

1.05 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 2 - PRODUCTS

2.01 PIPES, TUBES, AND FITTINGS

- A. Comply with requirements in the piping schedule for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.
- B. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 40.
 - 1. PVC Socket Fittings: ASTM D 2466, Schedules 40 and 80.
 - 2. PVC Threaded Fittings: ASTM D 2464, Schedule 80.
 - 3. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.

2.02 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch thick unless otherwise indicated; full-face or ring type unless otherwise indicated.
- B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- C. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.03 AUTOMATIC CONTROL VALVES

- A. Automatic Control Valves:
 - 1. Manufacturers: per Drawing.
 - 2. Description: per Drawing.

2.04 GATE OR SHUTOFF VALVES

- A. Refer to the Drawings.

2.05 QUICK COUPLER VALVES

- A. Refer to the Drawings.

2.06 SPRINKLERS

- A. General Requirements: Designed for uniform coverage over entire spray area indicated at available water pressure.
- B. Bubblers:
 - 1. Manufacturers: per Drawing

2.07 CONTROLLERS

- A. Manufacturer: Existing Controller, salvaged and relocated per the Drawings.

2.08 BOXES FOR AUTOMATIC CONTROL VALVES

- A. Plastic Boxes:
 - 1. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.
 - a. Size: As required for valves and service.
 - b. Box Manufacturer: Brooks, or as specified on plans
 - c. Lid Manufacturer: Sipra Corp 888-775-5543, or as specified on plans.
 - d. Lid Model: Lockjaw Lid, or as specified on plans
 - 2. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inch minimum to 3 inches maximum, or as specified on plans.

2.09 ELECTRICAL EQUIPMENT AND WIRING

- A. Electrical Equipment and Wiring: Electrical wiring, fittings, and appurtenances shall conform to the requirements of the following specifications: Type UF with 4/64" U.L. listed for underground burial for Class II circuits.
 - 1. The underground conductor that serves the remote control valves shall be of the size specified under this section. The insulation shall be 4/64 inches, U.L. approved Type U.F. and shall be able to withstand a crush test of 5000 psi.
 - a. The spare wires used when necessary shall be black.
 - 2. The control wires to the automatic control valves shall be 12 gauge color-coded red.

- a. Separate wires shall run from the controller to each valve.
3. Common or neutral underground conductors shall be 12 gauge color-coded white.
4. Multi strand wire is prohibited.
5. Conductors shall be installed to connect the flow sensor and master valve to the irrigation controller. Wires shall be installed in conduit to the controller per the plans and details. The Contractor shall install two (2) 14 Gauge AWG wires inside of a 1- inch electrical (grey) PVC conduit from the flow sensor to the irrigation controller (red and black flow meter wires), and two (2) 14 gauge wires inside of a 1 inch electrical (grey) PVC conduit from the master valve to the irrigation controller (blue master valve wire and white field common wire). The wires shall be spliced inside of a #3-1/2 pull box at 200 feet maximum interval between the flow sensor and the controller and the master valve and the controller.
 - a. Wire connectors shall be hardened type.
- B. Locator or Tracer Wires and Accessories: Locator wires shall be #12 AWG, continuous, bare copper conductor.
 1. Locator wires shall be installed on all irrigation main lines. Locator wires are not required to be installed on the lateral lines.
 2. The locator wire shall be identified as "Locator Wire" using Thomas and Betts E-Z Code Type SM markers, Plastic Extruded Products, Inc, Wire Markers, or approved equal, and self-locking cable ties.
 3. The alpha-numeric characters for cable markers shall be hot stamped machine printed on sleeves with permanent black ink.
 4. Printed alpha-numeric character sleeves shall be white PVC tubing resistant to temperature extremes, excessive moisture, common solvents, oils, gasoline, and ultra-violet and gamma radiation.
 5. Adhesive strip labels are not acceptable.
 6. Marker holders shall be fastened to the wire with a cable tie.
 7. All identification devices shall be provided complete with all holders, supports, and fastening accessories at each remote control valve.
- C. Solenoid: Single color-coded 14-gauge wire to each solenoid.
- D. Valve ID Tags: Shall be manufactured by Toro or an approved equal.

PART 3 - EXECUTION

3.01 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 311411 "Site Preparation and Earthwork."
- B. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel or crushed stone, graded from 3/4 to 3 inches, to 12 inches below grade. Cover gravel or crushed stone with sheet of asphalt-saturated felt and backfill remainder with excavated material.
- C. Provide minimum cover over top of underground piping according to the following:

1. Irrigation Main Piping: Minimum depth of 18inches below finished grade.
2. Circuit Piping: 12 inches.
3. Drain Piping: 12 inches.
4. Sleeves: 24 inches.

a. Refer to Irrigation Legend for additional information.

3.02 PIPING INSTALLATION

- A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
- B. Install piping at minimum uniform slope of 0.5 percent down toward drain valves.
- C. Install piping free of sags and bends.
- D. Install groups of pipes parallel to each other, spaced to permit valve servicing.
- E. Install fittings for changes in direction and branch connections.
- F. Install unions adjacent to valves and to final connections to other components with NPS 2 or smaller pipe connection.
- G. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 or larger pipe connection.
- H. Install underground thermoplastic piping according to ASTM D 2774.
- I. Install expansion loops in control-valve boxes for plastic piping.
- J. Lay piping on solid subbase, uniformly sloped without humps or depressions.
- K. Install ductile-iron piping according to AWWA C600.
- L. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperatures above 40 deg F before testing.
- M. Refer to Irrigation Legend for additional information.

3.03 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- D. Flanged Joints: Select rubber gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- E. PE Piping Fastener Joints: Join with insert fittings and bands or fasteners according to piping manufacturer's written instructions.
- F. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. PVC Pressure Piping: Join schedule number, ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
 - 3. PVC Nonpressure Piping: Join according to ASTM D 2855.
- G. Refer to Irrigation Legend for additional information.

3.04 VALVE INSTALLATION

- A. Underground Curb Valves: Install in curb-valve casings with tops flush with grade.
- B. Underground Iron Gate Valves, Resilient Seat: Comply with AWWA C600 and AWWA M44. Install in valve casing with top flush with grade.
- C. Install valves and PVC pipe with restrained, gasketed joints.

3.05 SPRINKLER INSTALLATION

- A. Install sprinklers after hydrostatic test is completed.
- B. Install sprinklers at manufacturer's recommended heights.
- C. Locate part-circle sprinklers to maintain a minimum distance of 4 inches from walls and 2 inches from other boundaries unless otherwise indicated.
- D. Refer to Irrigation Legend for additional information.

3.06 AUTOMATIC IRRIGATION-CONTROL SYSTEM INSTALLATION

- A. Equipment Mounting: Install interior controller on wall.
 - 1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
- B. Install control cable in same trench as irrigation piping and at least 2 inches below or besides piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.

3.07 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Any irrigation product will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Refer to Irrigation Legend for additional information.

3.08 ADJUSTING

- A. Adjust settings of controllers.
- B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers and devices, except those intended to be mounted aboveground, so they will be flush with, or not more than 1/2 inch above, finish grade.

3.09. PIPING SCHEDULE

- A. Install components having pressure rating equal to or greater than system operating pressure.

B.Piping in control-valve boxes and aboveground may be joined with flanges or unions instead of joints indicated.

C.Underground irrigation main piping shall be the following:

D.Schedule 40, PVC pipe and socket fittings, and solvent-cemented joints.

E.Circuit piping shall be the following:

1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.

F.Underground Branches and Offsets at Sprinklers and Devices: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.

G.Option: Plastic swing-joint assemblies, with offsets for flexible joints, manufactured for this application.

H.Refer to Irrigation Legend for additional information.

END OF SECTION

SECTION 32 93 00 - PLANTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Plants.
2. Planting soils.

1.02 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- C. Finish Grade: Elevation of finished surface of planting soil.
- D. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- E. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- F. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- G. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- H. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- I. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- J. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

- K. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated, including soils.

1.04 INFORMATIONAL SUBMITTALS

- A. Product certificates.

1.05 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

- 1. Pesticide Applicator: State licensed, commercial.

- B. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory.

- 1. Report suitability of tested soil for plant growth.
 - a. State recommendations for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
 - b. Report presence of problem salts, minerals, or heavy metals; if present, provide additional recommendations for corrective action.

- C. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

- D. Preinstallation Conference: Conduct conference at Project site.

- E. Refer to "Landscape Notes" on plans for additional information.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

- B. Handle planting stock by root ball.

- C. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1.07 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
 - b. Structural failures including plantings falling or blowing over.
 - 2. Warranty Periods from Date of Substantial Completion:
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: Six months.
 - c. Annuals: Three months.

1.08 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
 - 1. Maintenance Period for Trees and Shrubs: Two months from date of Substantial Completion.
 - 2. Maintenance Period for Ground Cover and Other Plants: Two months from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

- B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- C. Refer to "Landscape Notes" on plans for additional information.

2.02 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

2.03 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
- B. Inoculants: The Endomycorrhizal biological inoculum shall contain one or more species of mycorrhizal fungi at a minimum rate of 100 propagules per cubic centimeter (cc). The ectomycorrhizal inoculum contains a suite of the following species: *Pisolithus tinctorius*, four species of *Rhizopogon* and *Scleroderma* at a minimum rate of 600,000 spores/cc.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

- E. Manure: Well-rotted, unbleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.04 FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 6 cy/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
- E. Planting Tablets: Tightly compressed chip type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
 - 1. Size: 10-gram tablets.
 - 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.
- F. Endomycorrhizal inoculum shall be granular and consist of a minimum 4 species of endomycorrhizae. Apply 1 tablespoon per container gallon size for groundcovers, shrubs, and trees.
 - 1. MycoApply Endo from Mycorrhizal Applications, Inc., or approved equal, available through Horizon, Concord, 925-825-3344.

2.05 PLANTING SOILS

- A. Planting Soil: Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process. Verify suitability of soil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clods, clay lumps, pockets of

coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.

- B. Refer to "Landscape Notes" on plans for additional information.

2.06 MULCHES

- A. Organic Mulch: "Walk-On" fir bark mulch 1/2" – 3/4" diameter.
- B. See "Landscape Notes" on plans for additional specifications.

2.07 PESTICIDES

- A. General: Pesticide shall registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction. Herbicide shall be approved for organic use, OMRI-Listed, biodegradable, and contain no synthetic chemicals like glyphosate.

2.08 ROOT BARRIER

- A. Refer to Construction Details

2.09 IRRIGATION SUPPLEMENT

- A. General: Water bound in the form of a solid gel.
 - 1. Irrigation Supplement from Rain Bird Corporation available at distributor Horizon, Concord, CA, www.rainbird.com or approved equal.

PART 3 - EXECUTION

3.01 PLANTING AREA ESTABLISHMENT

- A. Loosen subgrade of planting areas to a minimum depth of 8 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply fertilizer directly to subgrade before loosening.
 - 2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
 - 3. Spread planting soil to a depth of 6 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

- B. The following recommendations are for bid purposes only. Contractor shall follow recommendations of soil testing lab. For all planting areas:
 - 1. organic amendment: 6 cubic yards/1,000 sf
 - 2. fertilizer: type a (6-20-20) at 20 lbs./1,000 sf
 - 3. iron sulfate: 10 lbs./1,000 sf
 - 4. soil sulfur: 15 lbs/1,000 sf
- C. During planting sprinkle the following amounts of mycorrhizal inoculant in around the plant rootball while backfilling with amended soil:
 - 1. 1 gallon = 2 tablespoons
 - 2. 5 gallon = 2/3 cup
 - 3. 15 gallon = 2 cups
 - 4. 24" box = 4 cups
 - 5. 36" box = 6 cups
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- E. Refer to "Landscape Notes" on plans for additional information.

3.02 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 1. Excavate approximately three times as wide as ball diameter.
 - 2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
 - 3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
- B. Subsoil and topsoil removed from excavations may be used as planting soil.

3.03 TREE, SHRUB, AND VINE PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1.
- B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

- C. Set stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Use planting soil for backfill.
 - 2. Container-Grown: Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Refer to "Landscape Notes" on plans for additional information.

3.04 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

3.05 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines with triangular spacing.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots and per the minimum requirements set forth on the drawings.
- D. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- E. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- F. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.06 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Trees in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with 24-inch radius around trunks or stems. Do not place mulch within 2 inches of trunks or stems.
2. Organic Mulch in Planting Areas: Apply 3-inch average thickness of mulch extending 12 inches beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 2 inches of trunks or stems.

3.07 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- B. Weeds shall be kept under control by hand.
- C. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- D. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use practices to minimize the use of pesticides and reduce hazards.
- E. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- F. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

END OF SECTION

APPENDIX A



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TESTING & CONSULTING

MC Pro Solutions Testing & Consulting

3000-F Danville Blvd. #346

Alamo, CA 94507

Phone: (925) 635-9965

Email: testing@mcprosolutionsinc.com

LIMITED PRELIMINARY ASBESTOS AND LEAD INSPECTION REPORT

Subject Property (Address): 750 Grayson Rd. Pleasant Hill, CA 94523

Client: Rodgers Smith Park, City of Pleasant Hill – Lance Hurtado

Survey Date: 4/25/2024

Report Date: 4/26/2024

Section 1—General Inspection Information

Section 2—Asbestos Inspection Results and Conclusions

Section 3—Lead Inspection Results and Conclusions

Please note that Laboratory Reports for both asbestos and lead are attached at the end of this report.

SECTION 1—GENERAL INSPECTION INFORMATION:

Inspection Introduction:

MC Pro Solutions Testing & Consulting [hereby called “MC Pro Solutions”] performed a Limited Preliminary Asbestos and Lead Inspection at 750 Grayson Rd. Pleasant Hill, CA 94523. The Inspection was performed in accordance with the agreed upon Limited Preliminary Asbestos Inspection Report Reliance and Warranty Statement as published within this document APPENDIX B.

The Inspection was performed on 4/25/2024 by our Field Consultant, Jason Hibschi.

Inspection General Information:

General Subject Property or Inspection information is as follows.

The Subject Property is a free-standing building consisting of a men’s and women’s bathroom located at a city park.

Samples are being collected for regulatory requirements associated with renovation or demolition actions.

1) If additional information related to the Subject Property or the completed inspection should be considered by MC Pro Solutions, 2) or if additional site actions, including that of additional product sampling, should be considered within this work product or is required for site actions, 3) or should any additional site information not presented in this report be available by any party, please contact MC Pro Solutions as such additional information may alter Subject Property findings, conclusions, and timing in regard to providing a limited site action plan.



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Client Defined Inspection Areas:

MC Pro Solutions' survey was limited to include only the following readily observable and accessible areas (survey area):

Property Interior: MC Pro Solutions was engaged by Client to inspect interior areas of the Subject Property only as deemed readily accessible and readily visible by MC Pro Solutions. MC Pro Solutions does not move content or appliance items. Client Defined Areas listed in Section 2 and in Section 3.

SECTION 2—ASBESTOS INSPECTION RESULTS AND CONCLUSIONS:

Inspection Objective:

MC Pro Solutions' Inspection and this published work product are designed to provide information to assist the Client solely with the determination that inspected areas (Section 2) at the Subject Property and as observed and sampled by MC Pro Solutions may likely support friable or non-friable asbestos containing materials (ACM) or friable or non-friable asbestos containing construction materials (ACCM) within sampled products.

A material is considered to be ACM if at least one sample collected from a defined homogeneous product type shows asbestos present in an amount greater than one percent (>1%) or as defined by state law. A material can also be determined asbestos containing construction materials (ACCM) when sample product analysis presents asbestos content at less than one percent (<1%) or as defined by state law. Both ACM and ACCM product disturbances require adherence to multiple regulatory requirements as provided by federal, state and local laws. Sampled products that do not present detectable asbestos through sampling analysis are considered not detected (ND) and do not fall under federal, state or other local asbestos regulatory requirements.

Asbestos Results and Conclusion Statement:

MC Pro Solutions collected **5** bulk asbestos sample(s) for analysis. Based on the sample analysis, MC Pro Solutions opines the following:

NOTE: The following analyzed bulk samples were noted to possess greater than 1% asbestos (>1%) and as such are considered asbestos containing material (ACM) and/or less than 1% asbestos (<1%) and as such are considered asbestos containing construction materials (ACCM). ACM and/or ACCM is subject all asbestos related federal, state and local regulatory requirements. Client is advised regulatory requirements require abatement and the use of a licensed and properly certified asbestos contractor.

The removal and/or disturbance, disposal and transportation of asbestos containing materials are regulated by the EPA, BAAQMD, CA/OSHA, OSHA and DTSC. The removal and disposal of asbestos containing materials has to be performed by a CSLB licensed and DOSH registered abatement contractor



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The laboratory results identified asbestos in the following materials sampled, located within Client Defined Inspections Areas:

Sample Number	Lab Sample	Location	Direction	Building Material	% Asbestos
1A	092407881-0001	Women's Bathroom	Partition Wall	Cinder Block	None Detected
1A	092407881-0001A	Women's Bathroom	Partition Wall	Mortar	None Detected
2B	092407881-0002	Storage Room	North Wall	Cinder Block	None Detected
2B	092407881-0002A	Storage Room	North Wall	Mortar	None Detected
3C	092407881-0003	Men's & Women's Bathroom	N. East Corner	Concrete Foundation	None Detected
4D	092407881-0004	Men's & Women's Bathroom	West Elevation	Concrete Foundation	None Detected
5E	092407881-0005	Men's & Women's Bathroom	Roof	Roofing	None Detected
5E	092407881-0005A	Men's & Women's Bathroom	Roof	Tar	None Detected
5E	092407881-0005B	Men's & Women's Bathroom	Roof	Mastic	2% Chrysotile



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SECTION 3—LEAD INSPECTION RESULTS AND CONCLUSIONS:

Conclusion Statement regarding the Lead Results:

MC Pro Solutions analyzed 7 lead sample(s) using an X-Ray fluorescence (XRF) spectrum analyzer.

Based on the sample analysis, MC Pro Solutions opines the following:

The locations and results of the suspect samples found to NOT CONTAIN either LCP/LCM (Lead Containing Paint/Material) or LBP/LBM (Lead Based Paint/Material) of are as follows:

Sample Number	Location	Component	Substrate	Color	Condition	Reading
1	Restrooms Exterior	Roof Slats & Beams	Wood	Brown	Poor	0.1
2	Restrooms Exterior	Wall	Cinder Block	Tan	Intact	0.0
3	Restrooms Exterior	Wall	Wood Panel	Brown	Poor	0.0
4	Restrooms Exterior	Door Jambs	Metal	Brown	Intact	0.1
5	Restrooms Storage	Door	Wood	Brown	Fair	1.0
6	Men's & Women's Restroom	Ceiling	Wood	White	Intact	0.0
7	Men's & Women's Restroom	Wall	Cinder Block	White	Intact	0.0

In the event suspect or potential non-sampled LCP/LCM and/or LBP/LBM products are uncovered during Subject Property actions, suspected non-sampled material is not to be disturbed and MC Pro Solutions is to be immediately contacted to perform additional asbestos bulk sample collection or non-sampled and suspect materials are to be considered Presumed LBP/LBM and accordingly addressed as LBP/LBM. ***Non-sampled products cannot be considered Not Detected.***

The lead suspect samples were analyzed according to the Housing Urban Development (HUD) Guidelines, the Environmental Protection Agency (EPA) and California Public Health Department (formally OHS), who regulate and require the abatement or in-place management of LCP/LCM (Lead Containing Paint/Material) and LBP/LBM (Lead Based Paint/Material hazards equal to or greater than 1.0 milligram per square centimeter (1.0 mg/cm²) of lead or more than 0.5% lead by weight. The following regulation shall be adhered to because OSHA considers all surfaces to contain lead: OSHA's 29 CFR 1926.62, California Occupational Safety and Health Standard, Title 8 (Cal/OSHA 8 CCR 1532.1).

Painted/coated surfaces were tested in the field using an X-Ray fluorescence (XRF) spectrum analyzer.

See attached XRF report.



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For the purposes of this survey, any coating found to have a lead concentration greater than 1.0 milligrams per square centimeter (mg/cm²) is considered to be Lead Based Paint (LBP) or Lead Based Material (LBM) and any coating having a lead concentration greater than 0.0 mg/cm², but less than or equal to 1.0 mg/cm² is considered to be Lead Containing Paint (LCP) or Lead Containing Material (LCM).

Once the determination is made on where the LCP/LCM and/or LBP/LBM are located, the In-Place Management or the Abatement of the LCP/LCM and/or LBP/LBM can commence. If the In-Place Management method is to be used, prior to the repainting of the effected surface areas, the loose flaky paint must be removed until the remaining paint adheres smoothly to the substrate. Once this task is completed, the surface area can be repainted without the possibility of paint being dislodged and falling to the floor or ground areas. If the Abatement method of all surfaces is to be completed, then the debris and any loose flaky paint must be bagged or burrito wrapped prior the removal of the debris from the work area(s) and subsequently the site.

Although not all the rooms or materials were sampled, the like materials that were tested and their results will be treated as homogeneous and the materials will be treated as containing LCP/LCM and/or LBP/LBM throughout the site.

Prior to the demolition work being completed and/or the transporting of the debris from the site, Health and Safety Code 25157.B (AB 274 National Resources) requires that all lead debris be sampled for Waste Characterization. This will assist the Contractor in making a determination of whether or not the material is to be considered Hazardous or Non-Hazardous Lead waste or general construction debris. The Sequence of testing to be completed by the Contractor is as follows:

- Total Threshold Limit concentration (TTLC) with a result of 50 mg/kg or more but less than 1000mg/kg of lead must be retested using the Soluble Threshold Limit concentration (STLC) method.
- A STLC result of 5.0 mg/L or greater is considered California Hazardous Waste
- Total Characteristic Leaching Procedure (TCLP) testing shall only be accomplished when approved by the Owners Representative; This procedure shall be generally reserved for out-of-state shipments; and a TCLP result of 5.0 mg/L or more deems the waste Federal RCRA materials.
- The California hazardous waste threshold for total lead using STLC is 5 mg/Land.
- Waste profiling shall be accomplished if the paint contains more than 350 ppm by Flame AAS. Exception: Metals that are coated with paint are to be recycled

In order to stabilize the current lead conditions, MC Pro Solutions recommends that Lead Certified Workers (CDPH) conduct in-place management work of the LCP/LCM and/or LBP/LBM surfaces scheduled for renovation/demolition in schools, public buildings, or when a sick child is involved, otherwise individuals certified by EPA, with Renovator,

Repair, and Painting (RRP) designation conduct in-place management work of the LBP/LBM surfaces scheduled for renovation/demolition. Once the abatement, in-place management, and/or Prep work is completed and the areas are stabilized, the existing surfaces will be in good condition and not create a health or safety concern to the workers conducting the general construction work at the site. A scope of Work and/or specifications should be utilized to conduct the lead work at the site.



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DISCLAIMER STATEMENT:

The results, findings, conclusions and recommendations expressed in this report are based only on conditions noted during the inspection within the listed Client Defined Inspection Areas and sampling was completed per agreed engagement. MC Pro Solutions sample locations and sample frequency were based on MC Pro Solutions' observations and the assumption that like materials in the same area are homogeneous in content.

This report is designed to aid the building owner or Client in locating ACM and/or ACCM, and LCP/LCM and/or LBP/LBM within the Subject Property and sampling analysis can present false negatives, false positives, be under reported or over reported. MC Pro Solutions recommends all suspect ACM/ACCM is collected per established guidelines and when sampling is not collected accordingly (AHERA 3-5-7) sampling errors can increase and such potential errors are accepted by Client and all associated site parties in full that rely on the completed inspection or this report and all such parties accept such increased liability is at their own peril and risk.

Any conditions or materials that could not be visually identified on the surface were not inspected and may differ from those conditions or materials noted. It was not within the scope of the inspection to remove surface materials to investigate portions of the structure or materials that lay beneath the surface.

MC Pro Solutions, in some instances, may be asked to render expert opinion, suggestions or recommendations based on invalid statistical data, incomplete information or intentionally misleading information. Client is advised such opinions, suggestions or recommendations carry extreme limitations in use and reliance and may at times exacerbate Subject Property conditions, create false or inaccurate Subject Property assumptions and reliance or may result in breaches in federal, state and/or local regulations.

The professional services provided, and judgments rendered on this project meet current professional standards and do not carry *any* other guarantee. MC Pro Solutions is not responsible for *any* property devaluation based on identified issues, completed work or public perception. In no event will MC Pro Solutions be liable for damages of any kind, including though not limited to, special, indirect, incidental, punitive or consequential regardless of the form or type, including though not limited to, contractual, tort or product liability related to or arising from the MC Pro Solutions' survey, MC Pro Solutions' work product or actions undertaken by site parties or any third party arising from this MC Pro Solutions' survey or work product in *any* form or manner except as expressly provided herein or within a written engagement agreement. MC Pro Solution disclaims *any* and all representations and warranties of any kind or nature related to the completed survey, site findings, published work product or the accuracy of collected s e data, analysis or information provided when such information is provided by *any* third party and is considered inaccurate, incomplete or fraudulent.

Engagements or contracts not stipulated in writing, such as verbal agreements, are not considered valid and do not supersede *any* written document or work product limitation or statement. The Client is solely responsible for the use of, and *any* determinations made from MC Pro Solutions' work product, MC Pro Solutions' recommendations or MC Pro Solutions' conclusions. MC Pro Solutions shall not have *any* liability with respect to Client's decisions or recommendations made or actions taken by the Client, its subsidiaries, contractors or *any* other related or affiliated third party, based on the findings of *any* MC Pro Solutions' published work product outside that stated within the work product or in place written agreements or written contracts. If questions arise about *any* survey, any work product or the engagement agreements - contracts, contact MC Pro Solutions immediately.

I hereby certify that I am responsible for the services described in this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of *my* knowledge comply with all applicable federal, state and local statutes, regulations and ordinances.

Kindly submitted,

Jason Hibsich
CAC DOSH 18-6347
Certified Lead Sampling Technician
#LRC-00002682, MC Pro Solutions

Report Reviewed By:

Mike Candau
Certified Lead Inspector Assessor
#LRC-00011040, MC Pro Solutions



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APPENDIX A

Subject Property Diagrams and Pictures

Diagrams and/or pictures are only attached when produced and requested.

If diagrams and/or pictures are not attached and are required, they can be obtained by contacting MC Pro Solutions when produced.





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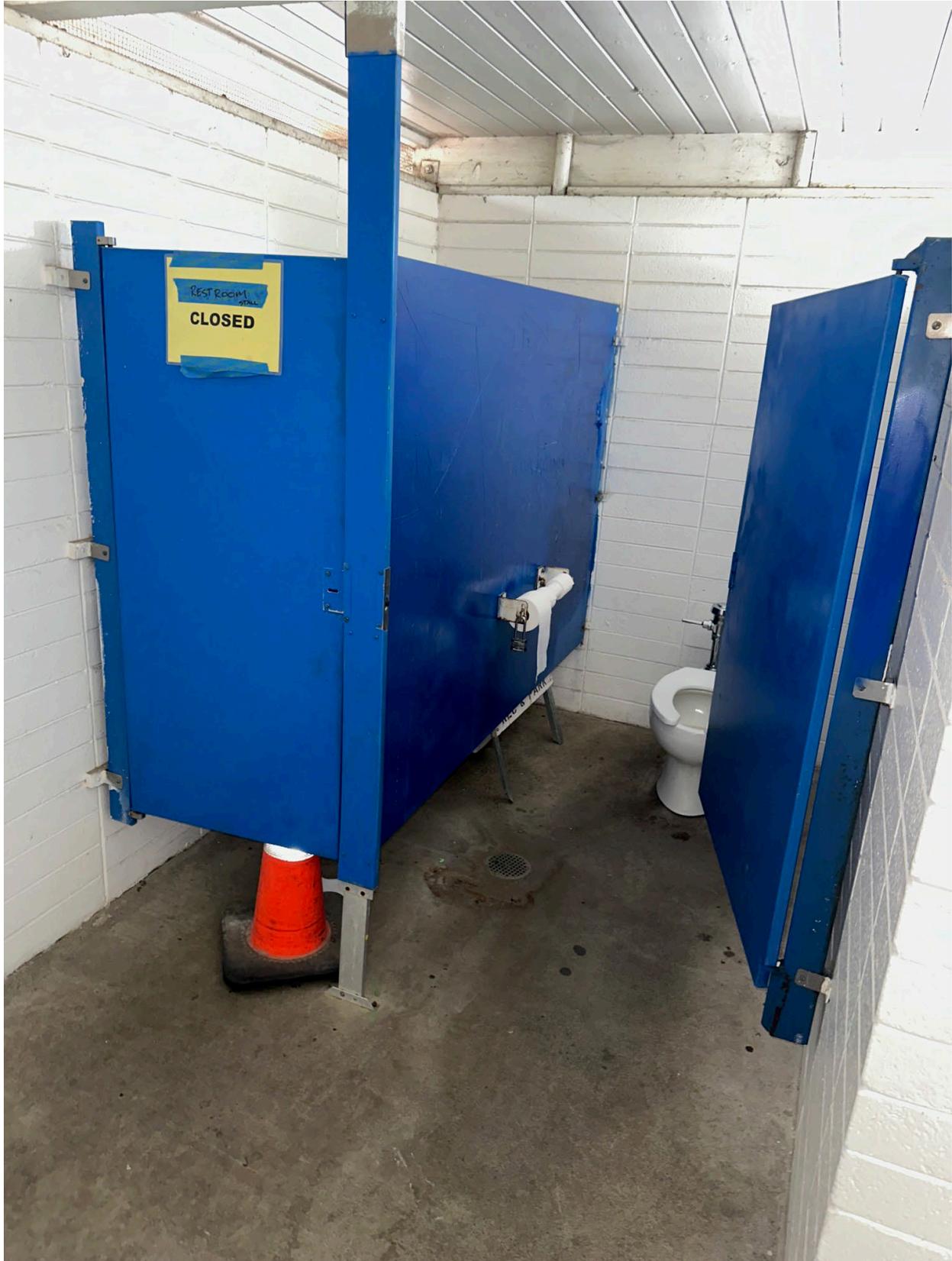
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APPENDIX B

Limited Preliminary Asbestos Inspection Report Reliance and Warranty Statement

Upon report delivery, Client accepts MC Pro Solutions' Survey, and all work products are limited by the terms and conditions slated within this report, this statement and other MC Pro Solutions' published work product. Further, Client acknowledges MC Pro Solutions made every reasonable attempt to locate asbestos containing material (ACM) and asbestos containing construction materials (ACCM), and Lead Containing Materials (LCM) and Lead Based Paint (LBP) in the Client Defined Inspection Areas and Client accepts Subject Property *may* support not readily accessible or hidden ACM, ACCM, LCM, or LBP products not discoverable during the inspection or within the inspection's scope *may* exist and fall outside readily observable areas or areas included within the inspection, that latent or concealed defects and deficiencies are excluded from inspection and that the inspection was limited by time, budget and other applied constraints. Listing of such constraints can be provided at request.

MC Pro Solutions represents to the Client that it has used a degree of care and skill ordinarily exercised by like qualified independent environmental professionals (IEP) given Client or inspection limitations and known Subject Property conditions in the preparation of MC Pro Solutions' work product, the completion of MC Pro Solutions' inspections and in the assembling of data and information related thereto. No warranty or guarantee concerning the findings or conclusions beyond that stated wherein this "Statement" is intended or offered. MC Pro Solutions makes no warranty, nor can *any* company, that the Subject Property or *any* property is free from asbestos (ACM or ACCM) or Lead (LCM or LBP) or that all ACM, ACCM, LCM, or LBP products were identified or sampled. MC Pro Solutions is not responsible for changes in state of industry. MC Pro Solutions hereby expressly disclaims any and all representations and warranties of *any* kind or nature, whether expressed, implied or statutory, related to the findings of this report. Additionally, this report does not make *any* express or implied warranty or guarantee regarding the inspection or methodology used by the inspector performing the inspection reported herein, or the accuracy of *any* information provided.

With respect to MC Pro Solutions' inspection, Client must understand the completed inspection is not considered sufficient in detail and scope to serve as an all-inclusive and comprehensive Subject Property survey to identify all areas of potential ACM, ACCM, LCM, or LBP inside or at the Subject Property. Such a comprehensive survey requires unrestraint intrusive and destructive investigation of all Subject Property building products and areas, including opening of all building cavities, coupled with non-restricted Subject Property sampling and data collection which MC Pro Solutions opines is not practical under the current engagement as such actions would result in the destruction of the Subject Property itself and given most inspection engagements is cost prohibitive. MC Pro Solutions' inspection is not technically exhaustive, and the fee charged is substantially less than that of a technically exhaustive inspection or survey.

Likewise, the inspection is not intended to reduce the risk that potential asbestos or the disturbance of potential ACM or ACCM *may* pose to the Subject Property or its occupants. MC Pro Solutions' inspection and this report are for the exclusive use of Client and was designed to provide information to assist the Client solely with the determination that Client Defined Inspection Areas as observed and sampled by MC Pro Solutions likely do or likely do not contain ACM, ACCM, LCM, or LBP. Client is solely responsible for the use of and any liability with respect to decisions or recommendations made from this report and MC Pro Solutions shall not have any liability with respect to decisions or recommendations made or actions taken by Client, their subsidiaries, suppliers, employees, agents, contractors, affiliates or attorneys, based on the findings of this report.

Client is advised the determination the Subject Property or Client Defined Inspected Areas do not support ACM, ACCM, LCM, or LBP is neither feasible nor practical and as such no company can make such a statement based on the completed inspection or any type of limited inspection. Client is advised that neither MC Pro Solutions nor any company can guarantee all potential ACCM, ACCM, LCM, or LBP was identified or sampled at the Subject Property during the completed inspection. It is also possible identified potential contaminated areas may not be noted in this report or may fall outside MC Pro Solutions' engagement or Client Defined Inspection Areas.



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Any conditions or materials that could not be visually identified on the surface were not inspected and may differ from those conditions or materials noted. It was not within the scope of the inspection to remove surface materials to investigate portions of the structure or materials that lay beneath the surface.

The above noted areas considered inaccessible or impractical to inspect may contain ACM, ACCM, LCM, or LBP that may not have been identified, sampled or that may present an exposure issue within living space areas during site actions. Such areas, at a minimum, are: interiors of walls and ceilings and inaccessible areas below; areas concealed by any floor product or floor covering; areas to which there is no access without defacing or tearing out lumber, masonry, roofing or other finished workmanship; any attic and basement areas unless specifically engaged to evaluate and separated listed as a Client defined area or when engaged attic or basement areas concealed or made inaccessible by insulation, construction, ducting, belongings, or equipment; areas where locks or contents prevented access; areas concealed by appliances, contents or other like items including stored materials; and areas concealed by any vegetation, soil, rockscape or other landscape items; areas within mechanical equipment; within HVAC duct systems; inside drainage or sanitary pipes; and areas deemed hazardous for entry as determined by MC Pro Solutions' personnel.

MC Pro Solutions is not responsible for consequences or conditions that were intentionally or unintentionally concealed or withheld from MC Pro Solutions, overlooked or not evaluated by MC Pro Solutions or not fully disclosed to MC Pro Solutions at any time prior to, during or after the conducted inspection. Further, MC Pro Solutions makes no warranty whatsoever with respect to any condition, asbestos, lead, microbial or other, for areas outside the limited inspection area(s) or for any area(s) MC Pro Solutions opines were not readily observable or assessable whether within the limited assessment area(s) or not. All non-inspection listed areas or areas outside MC Pro Solutions opined readily accessible or observable areas were not considered in the production of MC Pro Solutions' work product. Reference to such limited areas may not be so directly noted in this report though are available at request.

MC Pro Solutions considers information provided by Client and third parties truthful and accurate for work product purposes. MC Pro Solutions is not responsible to independently verify any information provided and may *rely* on information absent actual knowledge to the contrary and to the extent that the information appears reasonable to MC Pro Solutions' personnel. MC Pro Solutions understands accuracy and completeness of information may vary among sources and as such information not provided within this report was not considered in work product opinions, conclusions and site actions plans. If site parties believe additional information should be considered or if provided information may be inaccurate or incomplete MC Pro Solutions is to be contacted prior to any report reliance as work product opinions, conclusions and site action plans may alter or become invalid.

Based on engagement some potential pollutants, lead, mold, bacteria, other microbial impact issues, etc.) may not have been characterized and additional investigation may be needed to determine if such other pollutants are present at the Subject Property or to align to potential applicable federal, state or local regulatory or compliance requirements. Subject Property work completed absent such other pollutant evaluation, regardless of property age or MC Pro Solutions knowledge of such potential contaminants, is done so at contractor or Client's sole peril and liability. MC Pro Solutions is not required to make other such potential pollutant survey recommendations.

All regulatory standards and industry standards or guidelines referenced or commented to in MC Pro Solutions work product are based on MC Pro Solutions' knowledge of applicable documents in effect at the time work was performed and per MC Pro Solutions' personnel's understanding of such documents. MC Pro Solutions cannot anticipate potential future changes or interpretation adjustments to regulatory standards.

MC Pro Solutions is not licensed as a medical professional nor are any of MC Pro Solutions' personnel. Neither MC Pro Solutions performed inspections, nor any MC Pro Solutions' work product is meant to be a health evaluation, a health assessment, any form of medical opinion or any type of a health risk analysis. MC Pro Solutions or those representing MC Pro Solutions bears no responsibility, regardless of cause, for the actual condition of the structure or safety of a site pertaining to Indoor Air Quality (IAQ) contamination regardless of the actions taken by the Client. A licensed Medical Doctor should be consulted for medical opinions regarding the information collected during the assessment or presented within this report. MC Pro Solutions will make no comment with regards to, nor is MC Pro



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Solutions responsible to provide comment with regards to Subject Property or surrounding property's, air quality or conditions with regards to occupancy or habitability.

In no event will MC Pro Solutions be liable for special, indirect, incidental, punitive, or consequential damages of any kind regardless of the form of action whether in contract, tort, (including negligence), strict product liability or otherwise, arising from or related to the inspection or this report. The aggregate of liability of MC Pro Solutions arising from this report, whether under contract law, tort law warranty or otherwise, shall be limited to direct damages not to exceed the fees actually received by MC Pro Solutions from Client for this report.

Both the inspection and this report are designed to aid the Client or Client representative in locating ACM, ACCM, LCM, or LBP. ***Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an asbestos project design document or an abatement work plan.*** The quantities of ACM, ACCM, LCM, or LBP identified in this report are only estimates and should not be used for bidding or developing costs for abatement. It should be the responsibility of the asbestos abatement contractor to calculate actual quantities and develop removal costs accordingly.

The invalidity or unenforceability, in whole or in part, of any provision, statement, term or condition herein this statement or this report shall not invalidate or otherwise affect the enforceability of the remainder of these provisions, statements, terms and conditions.

Limited Inspection Methodology:

MC Pro Solutions' Inspection, in general, consists of a walk-through visual inspection within Client Defined Inspection Areas to classify readily visible and accessible suspect ACM/ACCM for bulk sample collection using Asbestos Hazard Emergency Response Act (AHERA) protocols or MC Pro Solutions' methodology.

Suspect asbestos containing materials are then evaluated for homogeneous nature (i.e., uniform in color, texture, date of application, area function, etc.) touched to determine friability and when appropriate one or more samples are collected. Unless specifically referenced materials not considered under AHERA rules as suspect asbestos containing building materials were not addressed by SAFE during this Inspection.

Suspect ACM/ACCM when readily visible and identified by MC Pro Solutions within Client Defined Inspection Areas is recommended to be sampled in accordance with AHERA. Any sample deviations from AHERA were at Client request and when such requested deviations occur bulk sample collection usually occurs at MC Pro Solutions' investigator discretion in accordance with National Emission Standards for Hazardous Air Pollutants (NESHAP).

In either case (AHERA or NESHAP) SAFE's sampling strategy is established in accordance with Client limitations, including potential cost restraints, or at Client directive. MC Pro Solutions makes every attempt to identify and sample all suspect ACM/ACCM however all inspection areas include "inaccessible" areas which are not evaluated, not considered for sampling and not included within this report.

MC Pro Solutions does not, absent noted engagement within this report, review conditions associated with the requested bulk sample collection nor does MC Pro Solutions provide asbestos planning or design actions. Parties are advised areas of potential ACM/ACCM disturbance and as such associated bulk sample collection were directed by Client or Client representative.

If any questions exist about areas sampled or sampling methodology or if questions or clarification is required regarding any federal, state or local regulatory requirement, please contact MC Pro Solutions prior to the onset of any site action and prior to any product disturbance. Adherence to regulatory requirements is the responsibility of Client, site contractors and site parties and failure to appropriately comply with all requirements is at the sole peril, risk and liability of the breaching site party. MC Pro Solutions was not engaged to provide regulatory compliance information, establish regulatory site actions or provide site recommendations.



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EMSL Analytical, Inc.

464 McCormick Street San Leandro, CA 94577
Tel/Fax: (510) 895-3675 / (510) 895-3680
<http://www.EMSL.com> / sanleandrolab@emsl.com

EMSL Order: 092407881
Customer ID: MCPS75
Customer PO:
Project ID:

Attention: Jason Hibsch
MC Pro Solutions, Inc.
3000-F Danville Blvd.
#346
Alamo, CA 94507-1538
Project: RODGERS SMITH PARK - CITY OF PLEASANT HILL - 750 GRAYSON RD PLEASANT HILL, CA

Phone: (925) 664-7898
Fax:
Received Date: 04/25/2024 2:15 PM
Analysis Date: 04/26/2024
Collected Date: 04/25/2024

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1A-Cinder Block 092407881-0001	WOMEN'S BATHROOM - PARTITION WALL - CINDER BLOCK & MORTAR	Gray/Tan Non-Fibrous Homogeneous		70% Quartz 10% Ca Carbonate 20% Non-fibrous (Other)	None Detected
1A-Mortar 092407881-0001A	WOMEN'S BATHROOM - PARTITION WALL - CINDER BLOCK & MORTAR	Tan Non-Fibrous Homogeneous		45% Quartz 40% Ca Carbonate 15% Non-fibrous (Other)	None Detected
2B-Cinder Block 092407881-0002	STORAGE ROOM - NORTH WALL - CINDER BLOCK & MORTAR	Gray/Tan Non-Fibrous Homogeneous		70% Quartz 10% Ca Carbonate 20% Non-fibrous (Other)	None Detected
2B-Mortar 092407881-0002A	STORAGE ROOM - NORTH WALL - CINDER BLOCK & MORTAR	Tan Non-Fibrous Homogeneous		45% Quartz 40% Ca Carbonate 15% Non-fibrous (Other)	None Detected
3C 092407881-0003	MEN & WOMEN'S BATHROOM - N. EAST CONER - CONCRETE FOUNDATION	Gray Non-Fibrous Homogeneous		45% Quartz 30% Ca Carbonate 25% Non-fibrous (Other)	None Detected
4D 092407881-0004	MEN & WOMEN'S BATHROOM - WEST ELEVATION - CONCRETE FOUNDATION	Gray Non-Fibrous Homogeneous		40% Quartz 40% Ca Carbonate 20% Non-fibrous (Other)	None Detected
5E-Roofing 092407881-0005	MEN & WOMEN'S BATHROOM - ROOF - TAR & GRAVEL ROOFING MATERIAL	Black Fibrous Homogeneous	20% Synthetic 15% Glass	10% Quartz 50% Matrix 5% Non-fibrous (Other)	None Detected
5E-Tar 092407881-0005A	MEN & WOMEN'S BATHROOM - ROOF - TAR & GRAVEL ROOFING MATERIAL	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
5E-Mastic 092407881-0005B	MEN & WOMEN'S BATHROOM - ROOF - TAR & GRAVEL ROOFING MATERIAL	Black Non-Fibrous Homogeneous		80% Matrix 18% Non-fibrous (Other)	2% Chrysotile

Initial report from: 04/26/2024 12:01:17



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464 McCormick Street San Leandro, CA 94577

Tel/Fax: (510) 895-3675 / (510) 895-3680

<http://www.EMSL.com> / sanleandrolab@emsl.com

EMSL Order: 092407881

Customer ID: MCPS75

Customer PO:

Project ID:

Analyst(s)

Stacy Trinh Le (9)

Oscar Merino, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc San Leandro, CA NVLAP Lab Code 101048-3, WA C884

Initial report from: 04/26/2024 12:01:17



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1 OF 1

Date: Apr 25, 2024		Key		XRF/SN # 1564	HUD/EPA
Contractor: N/A		None Detected		ND	< 0.0 mg/cm ²
Prop. Owner: Rodgers Smith Park- City of Pleasant Hill		Lead Containing Paint/Material		LCP/LCM	< 0.99 mg/cm ²
750 Grayson rd. Pleasant Hill, CA		Lead Base Paint/Material		LBP/LBM	> 1.0 mg/cm ²

Sample ID	Floor/Unit	Location	Component	Substrate	Color	Condition	Reading (mg/cm ²)	POS/NEG	HUD/EPA	Cal-OSHA Detect *
1	1st Floor	Restrooms exterior	Roof slats & Beams	Wood	Brown	Poor	0.1	Negative	LCP/LCM	Yes
2	1st Floor	Restrooms exterior	Wall	Cinder block	Tan	Intact	0.0	Negative	ND	No
3	1st Floor	Restrooms exterior	Wall	Wood Panel	Brown	Poor	0.0	Negative	ND	No
4	1st Floor	Restrooms exterior	Door jambs	Metal	Brown	Intact	0.1	Negative	LCP/LCM	Yes
5	1st Floor	Restrooms storage	Door	Wood	Brown	Fair	1.0	Positive	LBP/LBM	Yes
6	1st Floor	Men/Women's Restroom	Ceiling	Wood	White	Intact	0.0	Negative	ND	No
7	1st Floor	Men/Women's Restroom	Wall	Cinder block	White	Intact	0.0	Negative	ND	No

Six XRF readings were noted to be for calibration purposes in accordance with NITON PCS (Performance Characteristic Sheet).

Pre - Test

Post - Test

Calibration	Reading	LOD
1.04 Red	1.0	1
1.04 Red	1.0	1
1.04 Red	1.0	1

Calibration	Reading	LOD
1.04 Red	1.0	1
1.04 Red	1.0	1
1.04 Red	1.0	1

Michael Candau
 CDPH Lead Inspector/Assessor
 Certification # 00011040

Correction Value (avg.): 1.00

Sampler Tech	Jason Hibsich
	CDPH LRC # 00002682

Note: Interpretation and the use test results are the responsibility of the client.

In HUD/EPA painted surfaces with readings equal to or greater than 1.0 mg/cm² (5000 ppm or 0.5 wt%) are considered Lead Base Paint (LBP) (24 CFR 35.86 & 40 CFR 745.103).

*The "Cal-OSHA Lead Detect" column indicates if XRF analysis detected any amount of lead (>0.0 mg/cm²) for OSHA compliance purposes. OSHA defines lead paint as "paint containing any detectable amount of organic lead" and regulates it under the Cal-OSHA Lead in Construction Standard Title 8 Section 1532.1. Materials reported as Yes in the Lead Detected Column should be considered regulated by Cal-OSHA.



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Order ID: 032407881

Page ___ of ___

Lab #: **09 2467881**



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Alhambra, CA 94507
Office Phone: 925-635-9956
jason@mcprosolutionsinc.com
testing@mcprosolutionsinc.com

Sampler: Jason Hibsich

Job Site: Rodgers Smith Park-City of Pleasant Hill, Ca

750 Grayson rd

Pleasant hill, Ca

of Samples: 5

Contact: jason@mcprosolutionsinc.com

Contact: testing@mcprosolutionsinc.com

Requested by- _____ **SAMPLE DATE:** 4/25/24

TYPE OF WORK	TURN AROUND		PCM	TEM	PLM	LEAD BULK	LEAD AIR	MOLD	OTHER
	On	Off							
<input type="checkbox"/> Laboratory Work <input checked="" type="checkbox"/> Consulting <input type="checkbox"/> On Site Monitoring	<input type="checkbox"/> Rush: 3 hour <input checked="" type="checkbox"/> 6 Hour <input type="checkbox"/> 24hr <input type="checkbox"/> 2-5 Days <input type="checkbox"/> 3-10 Days		<input type="checkbox"/> Clearances <input type="checkbox"/> Area <input type="checkbox"/> Personal <input type="checkbox"/> Ambient Air	<input type="checkbox"/> Clearances <input type="checkbox"/> Area <input type="checkbox"/> Ambient Air	<input checked="" type="checkbox"/> PLM <input type="checkbox"/> 1st Positive <input type="checkbox"/> <1% 400 Pt. Ct. <input type="checkbox"/> 1000 Pt. Ct.	<input type="checkbox"/> Clearance Wipes <input type="checkbox"/> Baseline Wipes <input type="checkbox"/> Soils: Clear Base <input type="checkbox"/> Bulk <input type="checkbox"/> TTLC / STLC / TCLP	<input type="checkbox"/> Area <input type="checkbox"/> Personal <input type="checkbox"/> Ambient Air	<input type="checkbox"/> Air <input type="checkbox"/> Bulk <input type="checkbox"/> Tape Lift <input type="checkbox"/> Clearance <input type="checkbox"/> Baseline <input type="checkbox"/> Ambient Air	<input type="checkbox"/> Soil <input type="checkbox"/> Water
Sample Number	Time	Total	Liters Per Minute			Total	Location	Direction	Building Material
	On	Off	On	Off	Aver	Volume			
1 A							Women's Bathroom	Partition Wall	Cinder Block & Mortar
2 B							Storage Room	North Wall	Cinder Block & Mortar
3 C							Men & Women's Bathroom	N. East Corner	Concrete Foundation
4 D							Men & Women's Bathroom	West Elevation	Concrete Foundation
5 E							Men & Women's Bathroom	Roof	Tar & Gravel Roofing Material

*Special Instructions: Composite joint compound and sheetrock per customer. Stop at first positive if skim coat, spray-on, stucco or plaster greater than 1%.

Chain of Custody							
Relinquished By:	Date/Time	Received By:	Date/Time	Relinquished By:	Date/Time	Received By:	Date/Time
Jason Hibsich	4/25/24 2:04 PM	<i>Will</i>	4/25/24 2:15 PM				