



CITY OF PERRIS

COMMUNITY SERVICES

PROJECT MANUAL

Foss Field Tennis Court Improvements **CIP No.# P-051**

Prepared By:

City of Perris
Community Services Department
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Perris, CA 92570
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Perris, CA 92570
(951) 323-2187

Bid Opening: 1:00 PM (PST) November 22, 2022
Via City Active Bidder Website

Expected Award of Contract – December 13, 2022
Mandatory Start of Construction – December 28, 2022



CITY OF PERRIS

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Project Information Sheet

Project:	Foss Field Tennis Court Improvements Project CIP # P-051
Date Published:	November 11, 2022,
Project Bid Advertise Date:	November 11, 2022
Bid Opening Date:	November 22, 2022, at 1:00 PM (PST)
Expected Bid Award Date:	December 13 ,2022
Mandatory Start Date:	December 28, 2022
Construction Time:	65 Working Days
Liquidated Damages:	\$500 per calendar day

Project Description:

Minimum and Prevailing wages: Davis Bacon Fair Labor Standards Act will be enforced. The applicable prevailing wage determinations to be used and will be strictly enforced.

The City of Perris is requesting proposals from qualified Contractors to submit Formal Bid Proposals for the procurement to renovate (2) existing tennis courts totaling approximately 14, 640 sq ft. located at Foss Field Park in the City of Perris. The Foss Field Tennis Court Improvements Project consist of the demolition of (2) existing tennis court to include the complete removal of the existing concrete slab, demo of an existing concrete v-ditch drainage channel, demo of misc. sections of existing tennis court fencing. New site improvements shall consist of the installation of new tennis court entry gate opening. Minor site grading and drainage improvements required per engineers' soils report, installation of new 4" concrete slab on grade with rebar and control joints. Installation of a new hard pipe drainage system to improve existing v -ditch site drainage, installation of new painted (colored) concrete slab with new tennis court line stripping for (2) new tennis courts, installation of (2) painted city seal logos, installation of new LED sports lighting luminaires to be install on existing light poles, installation of new push button automated lighting controls, replacement of approximately 480' ln. ft. of existing chain link new vinyl coated fencing, installation of new tennis court wind material screening incorporating additional city seal logo, (2) new tennis court nets, misc. improvements required to existing ADA accessibility path to include new dedicated ADA parking and stripping improvements, tennis court signing/play rules and (2) bleacher benches.

Active Bidder. The last day to submit technical inquiries or request for product substitutions shall be Thursday, November 18, 2022, by 1:00 PM (PST)

Note: See specifications for details regarding the above information.

Contact Person for Purchasing Bid Package: Luis Natera
City of Perris
227 N D Street, Perris, CA 92570
PH (951) 634-1187



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DOCUMENTS CHECKLIST

Please ensure that you have completed the following documents and have submitted originals with your proposal, as only responsive bids will be considered.

- Part I Procedural Documents - Bid pages BF-1 to BF-19
 - Bid pages BF-1 to BF-8
 - Bid Schedule of Values
 - Equal Employment Opportunity Certification
 - Non-Collusion Affidavit
 - Debarment and Suspension Certification
 - Non-Lobbying Certification
 - Addenda and Signature page
 - Bid Bond BF-9 to BF-10C
 - Designation of Sub-Contractors page BF-11
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1.1 Labor Standard Provisions

“This is a state-assisted project and prevailing wage requirements will be strictly enforced. Contractors, including all subcontractors and apprentices, must be eligible to participate. State of California Prevailing Wage-Index 2020-1 are attached of the State of California Prevailing Wage Determination made by the California Director of Industrial Relations.”

“This project is subject to Sect. 3 Economic Opportunities to Low and Very Low-Income Persons and Business Concerns. Bidders seeking Sect. 3 preference must submit a Business Certification Form and required documentation. See attached Section 3 Fact Sheet for mor information.”

1.2 Incorporation of and compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.



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NOTICE INVITING SEALED PROPOSALS (BIDS)
PUBLIC NOTICE
City of Perris Public Project
Foss Field Tennis Court Renovations CIP#

SECTION 1 – NOTICE OF BIDS

The CITY OF PERRIS invites online bids on the City website, until 1:00PM on November 22,2022 for the Foss Field Tennis Court Improvements.

The City of Perris is requesting proposals from qualified Contractors to submit Formal Bid Proposals for the procurement to renovate (2) existing tennis courts totaling approximately 14, 640 sq ft. located at Foss Field Park in the City of Perris. The Foss Field Tennis Court Improvements Project consist of the demolition of (2) existing tennis court to include the complete removal of the existing concrete slab, demo of an existing concrete v-ditch drainage channel, demo of misc. sections of existing tennis court fencing. New site improvements shall consist of the installation of new tennis court entry gate opening. Minor site grading and drainage improvements required per engineers' soils report, installation of new 4" concrete slab on grade with rebar and control joints. Installation of a new hard pipe drainage system to improve existing v -ditch site drainage, installation of new painted (colored) concrete slab with new tennis court line stripping for (2) new tennis courts, installation of (2) painted city seal logos, installation of new LED sports lighting luminaires to be install on existing light poles, installation of new push button automated lighting controls, replacement of approximately 480' ln. ft. of existing chain link new vinyl coated fencing, installation of new tennis court wind material screening incorporating additional city seal logo, (2) new tennis court nets, misc. improvements required to existing ADA accessibility path to include new dedicated ADA parking and stripping improvements, tennis court signing/play rules and (2) bleacher benches.

As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated into the Work including, but not limited to, drawings, materials, equipment, labor including subcontractor, transportation, construction equipment and machinery, tools, and other facilities, incidentals, and performing all operation necessary and required in conformity with the requirements in the specifications and plans. The Contractor shall perform and complete assigned work including all demolition, construction services, supervision, administrative services, coordination of all Subcontractors, tests, inspections, and other items that are necessary to and appropriate for the finishing, equipping, and functioning of the facilities and structures, together with all additional, collateral, and incidental work and services required for the completion of the provision of the Work. The City reserves the right to accept the bids and the alternate bid or reject the bids. The approved plans and specification will be uploaded to the "Active Bidder" site.

The plans and specifications are available online to download through the Active Bidder website which can also be accessed through the City of Perris website (<https://www.cityofperris.org/our-city/city-hall/bids-rfps>). All Bidders will be required to hold their original bid prices, without change, for a period of forty -five (45) days from the date bids are opened, except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.

To be considered in the selection process, interested parties shall submit their Proposals online up to the hour of 1:00 PM, on Tuesday, November 22, 2022. Late proposals will not be accepted.



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The last day to submit technical inquiries shall be **Friday, November 18, 2022, by 1:00 P.M. (PST)**. All inquiries shall be submitted through Active Bidder. All addenda shall be posted on the City website and contractors are to check the site during the bidding process. All addenda are to be acknowledged for a valid submission.

- (1) The successful bidder will have **sixty-five (65) calendar days** from the mandatory start of construction date of **(Thursday, December 28, 2022)** to fully complete all Work. Award of Contract is expected on, **Dec 13, 2022**.

Also scheduled is a Mandatory Pre-Construction meeting on **Tuesday, December 20, 2022, at 1:00 P.M.** The City reserves the right to reject any and all bids and waive informalities, irregularities in the bidding. All contractors will be required to comply with all applicable Equal Opportunity laws and regulations. The City hereby notifies all bidders that it will affirmatively ensure that, in regard to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Moreover, the City will not discriminate against any person or firm interested in providing goods or services to the City on the basis of race, color, religion, sex, marital status, national origin, age, veteran's status or handicap. Bidders are advised that it has been determined that DBE's could reasonably be expected to compete for opportunities on this project, and that there is likely a certain percentage of availability on this project. The City also advises that participation of DBE's in the specific percentage is not a condition of award.

MINIMUM AND PREVAILING WAGES: THE DAVIS-BACON FAIR LABOR STANDARDS ACT WILL BE ENFORCED. THE APPLICABLE WAGE DETERMINATION FOR SAID PROJECT IS THE ONE PUBLISHED 10-DAYS PRIOR TO BID AWARD.

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SECTION 2 - INFORMATION FOR BIDDERS

1. Bids will be received by the CITY OF PERRIS, herein called the "Agency", online up to the hour of 1:00 PM (PST), on November 22, 2022. Late proposals will not be accepted.
2. All bids must be made on the required Bid Form. All blank spaces for Bid Prices must be filled in, and the Bid Form must be fully completed and executed when submitted. All Bids must be submitted electronically through the City of Perris Active Bidder website. **Contractors must be registered with Active Bidder to bid on City projects.** Only sealed electronic bids will be received and evaluated for bid award.
3. Each Bid must be accompanied by a Bid Bond (on the required form) payable to the Agency for ten (10) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the Agency will return the Bonds of all except the three lowest responsible Bidders. When the Contract is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned. A cashier's check or cash may be used in lieu of a Bid Bond.
4. The Agency may waive informalities, irregularities or reject any and all Bids. Any Bid may be withdrawn by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof with right of resubmitting. The request for withdrawal shall be executed in writing by the Bidder or his duly authorized representative. Any Bid received after the bid time shall not be considered.
5. Bidders must satisfy themselves of the character of the Work to be performed by Examination of the site and reviewed of the Drawings and Specifications, including Addenda, if any. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the Work to be done.
6. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
7. Bonds and Insurance Certificates must be in the form required by the Agency (substitutions may be permitted at the Agency's discretion). The Bond Company must be authorized to do business in the State of California.
8. The Contractor will be required to submit a certificate of insurance which indemnifies the Agency for any damage to any of the work resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God.

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9. A Payment Bond and a Contract Performance Bond (on the required form), each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Agency, will be required for the faithful performance of the Contract.
10. Progress Payments will be made to the Contractor in accordance with the provisions of the Specifications and on itemized estimates duly certified and approved by the Agency submitted in accordance therewith, based on labor and materials incorporated into said work during the preceding month by the Contractor.
11. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
12. The party to whom the Contract is awarded will be required to execute the Contract and submit the Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award.
13. Pursuant to Government Code §4590, the Contractor may substitute equivalent securities for retention amounts, which this Contract requires. However, the Agency reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities.
14. The Notice of Award shall be accompanied by the necessary Contract, Bond, and insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Agency. Forfeiture of the bid bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written contract to perform the work at his bid price.
15. The Agency, within ten (10) days of receipt of acceptable Labor and Material Payment Bond, Contract Performance Bond, Insurance Certificates, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.
16. Notice to Proceed to start construction (mandatory) is scheduled for December 28, 2022. Should there be reasons why the Notice to Proceed cannot be issued for this date by City, the time may be extended by the Agency. If the Notice to Proceed has not been issued within the forty-five (45) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the party.
17. The Agency may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. A conditional or qualified Bid will not be accepted

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18. Award, if made, will be made to the lowest responsive, and responsible Bidder (all schedules) expected on Dec13, 2022.
19. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
20. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. Failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder for any obligation in respect to his bid.
21. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246 (Equal Employment Opportunity Clause), as amended, California Labor Code 1410 et. Seq., California Labor Code 1777.6, and implement Agency regulations concerning equal opportunity for apprentices.
22. All Bidders shall supply the names and address of Subcontractors as set forth in the Bid.
23. **Successful Bidder and Subcontractors shall obtain a City Business License prior to commencing any work within City limits. The license can be obtained via mail at City of Perris Business Support Center, 8839 N Cedar Ave #212, Fresno, CA 93720 or online at <https://perris.hdlgov.com/> or by phone at (951) 404-0586.**
24. The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of workman needed to execute the contract or work as hereinafter set forth (see Labor Code 1770 et. seq.). Copies of rates are on file at the offices of the City Clerk of the City of Perris. Copies shall be made available to any interested party upon request. The successful Bidder shall post a copy of such determination at each job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this project by all Contractors and Subcontractors. The successful Bidder shall provide the Agency with copies of certified payroll on forms provided by the Division of Labor Standards Enforcement (213) 897-2905 or other approval forms.
25. Pursuant to Section 1740 of the California Labor Code, Bidders are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.
26. Bidder understands and agrees to hold his original bid prices, without change, for a period of forty-five (45) days from the date bids are opened except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.
27. If the Contract cannot be awarded within a forty-five (45) day period for any reason, Bidder understands and agrees that the time to award may be extended by mutual agreement between the Agency and each Bidder.

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Bidder understand and agrees that Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the Agency shall be treated as withdrawing their bid and will not be considered in the final award. The Bidder may withdraw his bid without further liability on the part of either party.

28. To the extent permissible under Federal policy or regulation applicable to this project, the Contractor shall be permitted to substitute securities for any monies withheld by the public agency, pursuant to the provisions of California Public Contracts Code Section 22300.
29. Since time is of the essence, Bidder agrees to commence work under this contract on or before the mandatory construction start date of December 28, 2022, and to fully complete all work on or before the 65-calendar days. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.
30. No contract will be awarded to any contractor who has not been licensed in accordance with the provisions of Chapter 9 of Division III of the state Business and Professions Code, Section 7,000 et seq. The contractor shall possess the appropriate legal and necessary licenses required to complete the work as shown in the contract at the time the contract is awarded.
31. For this contract, the contractor shall possess **Classification "B" General Building License** at the time the contract is awarded. A contractor is prohibited from working on this contract with any subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.
32. The City has established a DBE Annual Goal of 7.56% (3.99% Race Neutral and 3.57% Race Conscious). Participation by MBE and WBE Contractors, suppliers and sub-contractors are encouraged.

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33. Bid prices shall include everything necessary for the completion of the work including but not limited to, materials, equipment, tools, other facilities, management, superintendents, labor, services, insurance, overhead, profit, permits, Federal, State, and Local taxes, etc.
34. Bidders are required prior to submitting a bid to inspect the site of the work and satisfy themselves by personal examination or by such other means as they may prefer, as to the location of the proposed work, and of the actual conditions.
35. Any information provided by the Landscape Architect, the City, or any City personnel is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that he has not relied upon City, City personnel, or Landscape Architect furnished information regarding site conditions in preparing and submitting a bid hereunder. The Plans show conditions as they are believed to exist, but it is not intended nor is it to be inferred that the conditions as shown therein constitute a representation by the City or any of its officers that such conditions actually exist, nor shall the City or any of its officers be liable for any loss sustained by the Contractor as a result of any variance between any conditions as shown on the Plans and the actual conditions revealed during the progress of the project, or otherwise.
36. The City disclaims responsibility for the interpretation by Bidders of data, such as projecting or extrapolating from the test holes to other locations on the site of the work, soil bearing values and profiles, soil stability and the presence, level and extent of underground water for subsurface conditions during construction operations.
37. Submission of a bid by the Bidder shall constitute acknowledgement that, if awarded the Contract, the Bidder has relied and is relying on his own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on his own knowledge of existing facilities on and in the vicinity of the work to be constructed under the Contract.
38. The Bidders shall examine carefully the Plans and Specifications and the site of the proposed Project and shall solely judge for themselves the nature and location of the work to be done and all the conditions; and the submission of a Bid shall be deemed as conclusive evidence that a Bidder has made the necessary investigation and that the Contractor is satisfied with the conditions to be encountered, quantity and quality of the work or materials to be performed or furnished, and the requirements and provisions of the Plans and Specifications and the Contract Documents. The Bidder agrees that if he is awarded the Contract he will make no claim against the City, or any other City officials or City personnel based on ignorance or misunderstanding of any of the provisions of the Contract Documents, nor because of any unforeseen subsurface conditions except in the manner and under the circumstances as provided in the Contract Documents.

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39. Each Bidder must be informed fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract.
40. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
41. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every proper request for such interpretation shall be made through ActiveBidder, and to be given consideration must be received within the allotted time frame, noted on ActiveBidder. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, will be uploaded on ActiveBidder, not later than three (3) calendar days prior to the date fixed for the opening of bids. At any time prior to an announced bid opening time the City reserves the right to issue an addendum extending the bid opening time by one or more days. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Bidders are responsible to check ActiveBidder periodically to verify if new addenda have been posted.
42. Before submitting a Proposal, Bidders shall carefully examine the Plans, read the specifications and all other Contract Documents, visit the site of the project, and fully inform themselves as to all existing and local conditions and limitations. It is expressly stipulated that the drawings, Specifications and other Contract Documents set forth the requirements as to the nature of the work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent upon the method of performance.
43. The quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Proposals offered for the work under this Contract. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate the Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the Specifications and the Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse the Contractor from any of his obligations or liabilities hereunder, or entitle the Contractor to any damages or compensation except as may be provided in this Contract.

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44. The City reserves the right to pre-qualify all bids, post-qualify all bids, or reject all bids, not to make an award or accept the Proposal deemed most advantageous and in the best interest of the City. The City shall enter into a Contract with the lowest responsible responsive bidder whose proposal is satisfactory. A written Notice of Award will be sent to the successful Bidder(s).
45. **OR APPROVED EQUAL CLAUSE** -- Manufacturers or suppliers of materials and equipment may request that alternatives to specified products be considered equal and that inclusion of such alternatives be permitted in the bids. Such request must be made in writing and received by the City at Fourteen (14) calendar days prior to the date bids are to be received. Granting a request that an alternative product be considered equal to those specified may be made only by the issuance of an Addendum by the City. Denial of the request during bidding does not waive the manufacturer's or supplier's right to offer the alternative product to the Contractor after Award of the Contract. After Award of Contract, the offer will be considered as a substitution and will be considered only if the City believes the offer of substitution is equal to or superior in quality to the specified product.
46. As part of mobilization, the Contractor shall also provide a single place (job board, etc.) to place all required federal forms, Cal/OSHA and EEO labor compliance posters, all permits, all safety items, and any and all paperwork that must be posted in public view.
47. **Contractor has given the City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor.**

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NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets **BF-14 & BF-15** is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

BID FORM

Bid Date: November 22, 2022

Time: 1:00 PM (PST)

Place: 101 North "D" Street, Perris- Online through Active Bidder

Project: Foss Field Tennis Court Improvements

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of _____, hereinafter called "Bidder", organized and existing under the laws of the _____ State of California, doing business as _____. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on December 28, 2022 and to fully complete all work on or before the 65 calendar days in accordance with the schedule provided in Notice Inviting Bids, after receiving the Notice to Proceed. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

BF-1



CITY OF PERRIS

COMMUNITY SERVICES

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Quantities provided in the Bid Schedule are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BF-2



CITY OF PERRIS

COMMUNITY SERVICES

Noncollusion Affidavit

(Title United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BF-3



CITY OF PERRIS

COMMUNITY SERVICES

DEBARMENT AND SUSPENSION CERTIFICATION

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.



CITY OF PERRIS

COMMUNITY SERVICES

NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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CITY OF PERRIS

COMMUNITY SERVICES

Person who inspected site of the proposed work as a representative of your firm:

Name (please print)

Date of Inspection

Bidder acknowledges receipt of the following Addenda:

Dated _____
Dated _____
Dated _____
Dated _____

NAME OF BIDDER: _____

NAME AND TITLE OF SIGNING PARTY: _____

SIGNATURE OF BIDDER: _____

Contractor's California License No.

(CORPORATE SEAL)

Name of License Holder

Type of License

Expiration Date

Contact Information:

Company Name: _____

Contact Person: _____

Title: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

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CITY OF PERRIS

COMMUNITY SERVICES

Foss Field Tennis Court Improvements CIP No.# P-051 Schedule of Bid Items

Bidder (Company Name): _____

The bid prices stated below shall include all cost for profit, overhead, material, labor, transportation, taxes, installation work and all other incidental cost and work that are necessary to complete all items as specified on the project plans and delineated in the project specifications ready for use by the City.

BASE BID ITEMS Foss Field Tennis Court Improvements CIP No.# P-051

Bid Item #	Unit	Item Description	Unit Cost	Total Figures
1.	LS	Mobilization including General Conditions, and Special Provisions	\$ _____ LS	\$ _____
2.	LS	Traffic Control System	\$ _____ LS	\$ _____
3.	LS	Construction Fencing With Windscreen	\$ _____ LS	\$ _____
4.	LS	Construction Site Sign	\$ _____ LS	\$ _____
5.	LS	Erosion Control		
6.	LS	Insurance and Bonds	\$ _____ LS	\$ _____
7.	LS	Any Utility Verification	\$ _____ LS	\$ _____
8.	LS	Construction Survey & Staking	\$ _____ LS	\$ _____
9.	LS	Testing and Laboratory Services	\$ _____ LS	\$ _____

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CITY OF PERRIS

COMMUNITY SERVICES

DEMOLITION

- | | | | | | |
|-----|----|---|----------|----|----------|
| 9. | LS | Demolition & Removal of €
Ceiling, Flooring, Walls, Etc. | \$ _____ | LS | \$ _____ |
| 10. | LS | Demolition & Salvage | \$ _____ | LS | \$ _____ |
| 11. | LS | Clear & Grub | \$ _____ | LS | \$ _____ |

SITE CONSTRUCTION (Walkway)

- | | | | | | |
|-----|----|---|----------|----|----------|
| 12. | LS | Earthwork & Grading | \$ _____ | LS | \$ _____ |
| 13. | LS | Soil Import/Export and
Backfilling | \$ _____ | LS | \$ _____ |
| 14. | LS | Site Utilities | \$ _____ | LS | \$ _____ |
| 15. | LS | Other Site Work, Site Concrete/
Landscaping/Irrigation
Patching,
Repairing, or Replacing | \$ _____ | LS | \$ _____ |
| 16. | LS | Removal of € concrete drainage
swale. New Covered Drainage
Canal. | \$ _____ | LS | \$ _____ |
| 17. | LS | Connection of (N) Electrical to € | \$ _____ | LS | \$ _____ |

CONCRETE

- | | | | | | |
|-----|----|--|----------|----|----------|
| 18. | LS | New Concrete Slab/Footings
and Existing Concrete
Slab/Footing
Patch, Repair, or Replacement | \$ _____ | LS | \$ _____ |
| 19. | LS | New Masonry Walls | \$ _____ | LS | \$ _____ |

TENNIS COURT

- | | | | | | |
|-----|----|--|----------|----|----------|
| 20. | LS | Floor Preparation & Installation
ACRYLIC SURFACING | \$ _____ | LS | \$ _____ |
| 21. | LS | Labor for Tennis Court | \$ _____ | LS | \$ _____ |
| 22. | LS | Nets, Poles, Bleachers,
Accessories | \$ _____ | LS | \$ _____ |
| 23. | LS | New Gate / Fencing (Match €
Height. New Masonry Wall) | \$ _____ | LS | \$ _____ |
| 24. | LS | Perris Logo on Fencing & Entry | | | |

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CITY OF PERRIS

COMMUNITY SERVICES

DOORS & WINDOWS

- | | | | | | |
|-----|----|--------------------------|----------|----|----------|
| 25. | LS | Gates with ADA Hardware | \$ _____ | LS | \$ _____ |
| 26. | LS | MISC Hardware or Signage | \$ _____ | LS | \$ _____ |

THERMAL & MOISTURE PROTECTION

- | | | | | | |
|-----|----|--------------------|----------|----|----------|
| 27. | LS | Wall Waterproofing | \$ _____ | LS | \$ _____ |
|-----|----|--------------------|----------|----|----------|

ELECTRICAL

- | | | | | | |
|-----|----|--|----------|----|----------|
| 28. | LS | Lighting (Per E1) | \$ _____ | LS | \$ _____ |
| 29. | LS | Lighting Controls & Connection to Lights | \$ _____ | LS | \$ _____ |
| 30. | LS | Connections To (E) Electrical Service & Panels | \$ _____ | LS | \$ _____ |

TOTAL BASE BID AMOUNT FOR: FOSS FIELD TENNIS COURT PROJECT (Total Lump Sum Bid Amount)

WRITTEN IN FIGURES \$ _____

WRITTEN IN WORDS

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CITY OF PERRIS

COMMUNITY SERVICES

Please note the following regarding bids:

- Award will be based upon lowest total of all bid items (1-12) submitted to the Active Bidder website.
- Bid shall include all sales tax, and other taxes and fees.
- Contractor is required to purchase all bid items as well as install.
- Bid is for Project complete-in-place
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Quantities bid documents shall include list of subcontractors and manufacturer items.
- At discretion of City some of the items may be performed by others and therefore eliminated in part or whole. In these cases, the Contractor shall not receive any reimbursement for loss of profit and other losses.
- The City reserves the right to reject any or all bids received.

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CITY OF PERRIS

COMMUNITY SERVICES

Please note the following regarding bids:

- A. Award, if made, will be based upon the responsible Bidder's lowest Grand Total Bid Amount of all bid items listed above. The City reserves the right to reject any or all bids received.**

The Grand Total Bid Amount stated above shall include all work and cost for work as specified on the project plans and delineated in the project specifications, whether specifically listed above or not, and all other incidental and appurtenant work that is necessary to complete the specific items of work including Bidder's overhead and mark-up, purchase of materials, tools and equipment, taxes, and all other taxes and fees, transportation cost, permit fees, testing laboratory cost, and all other costs made necessary by the Contract Documents to provide the City of Perris with a complete operational and facility meeting the approval of the City of Perris and other agencies having jurisdiction over the project.

- B. Bid is for a project complete-in-place.**
C. Bid shall include all sales tax, and all other taxes and fees.
D. Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules.

Payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

BF-10B



CITY OF PERRIS
COMMUNITY SERVICES

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of _____

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of bid amount).

Signed, this _____ day of _____, 20__.

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

NOW, THEREFORE,

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

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

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CITY OF PERRIS
COMMUNITY SERVICES

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

**Two Witnesses
(If Individual):**

PRINCIPAL: _____

By: _____

Title: _____

ATTEST (If Corporation):

By: _____

Title: _____

(Corporate Seal)

SURETY: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

THIS IS A REQUIRED FORM

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CITY OF PERRIS

COMMUNITY SERVICES

Any claims under this bond may be addressed to:

(Name and Address of Surety)

**(Name and Address of Agent
or Representative for
service of process in
California, if different
from above)**

**(Telephone Number of Surety
and Agent or Representative
for service of process in
California)**

BF-11C



CITY OF PERRIS

COMMUNITY SERVICES

DESIGNATION OF SUBCONTRACTOR

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent ($\frac{1}{2}\%$) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

% Of Work

Trade To Be Done Name License No. Address

% Of Work	Trade	To Be Done	Name	License No.	Address

* Identify any DBE subcontractors.



CITY OF PERRIS

COMMUNITY SERVICES

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer or Supplier</u>	<u>DBE*</u>
-------------------------	---------------------------------	-------------

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

* Identify if Supplier is a DBE.



CITY OF PERRIS

COMMUNITY SERVICES

ANTI-TRUST CLAIM

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:

_____	_____
Signature	Please Print
_____	_____
Title	Address
_____	_____
Date	
_____	_____
Contractor's California License No.	Type of License
_____	_____
Name of License Holder	Expiration Date

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

_____ Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST _____



CITY OF PERRIS

COMMUNITY SERVICES

CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. 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 I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

Firm Name

Signature

Print Name

Contractor's California License No.

Expiration Date

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST _____

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CITY OF PERRIS

COMMUNITY SERVICES

CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: _____

(Name of Bidder)

(Signature)

(Typed Name and Title)

California
License No.

Type of License

Name of License Holder

Expiration Date

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST _____



CITY OF PERRIS

COMMUNITY SERVICES

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

GENERAL INFORMATION

Submitted by _____

(Check One)

- A Corporation
- A Partnership
- An Individual

Principal office _____ (street address)

_____ (City, state, zip)

() _____ (telephone number)

() _____ (FAX number)

_____ (E-mail/optional)

1. If corporation:

When incorporated? _____ In what state? _____

2. How many years has your organization been in business as a contractor under your present business name?

Previous business name, if changed during past three years.

3. How many years of experience in similar trail improvement projects has your organization had:

As a principal contractor? _____

As a subcontractor? _____

List a minimum of three new construction park projects which your company has performed in the last five years that meets or exceeded the total scope of work for Morgan Park Phase II Project where the cost of construction for each project was at least \$1,000,000 or greater:

Name & Address of Owner/Agency	Representative and Telephone	Type of Work, Year Completed & \$ Amount
-----------------------------------	---------------------------------	---

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CITY OF PERRIS

COMMUNITY SERVICES

4. In the past ten years, have you or your organization been debarred or suspended from eligibility to bid on city, state or federal work? _____ If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

b. Reason for such failure:

c. Name of the surety:

d. Description of project:

5. In the past ten years, have you or your organization failed to complete any work awarded to you or your organization? Has any officer, member, or partner of your organization ever been an officer, member, or partner in an organization that failed to complete any work awarded to it? _____ If so, state details below:

a. Officer(s), person(s), and organization(s) involved:

b. Reason for such failure:

c. Name of the surety:

d. Description of project:

B-17B



DISQUALIFICATION OF BIDDERS

A bid may be rejected if it is incomplete, or if it contains any alterations of form or other irregularities of any kind including calculation errors in individual line items or the total bid. The City of Perris may reject any or all bids at any time for any reason, and the City of Perris may waive any immaterial deviation in a bid. The City of Perris' waiver of immaterial defect shall in no way modify the document or excuse the bidder from full compliance with all requirements set forth in the bid if awarded the contract. The decision respecting the existence or treatment of an irregularity, or incomplete bid, shall be determined in the discretion of the City of Perris, and that discretion will be exercised in the manner deemed by the City of Perris, to best protect the public interest in the prompt and economical completion of the work.

Any one or more of the following causes may be considered as sufficient for rejection of the bid and disqualification of the bidder as may be determined by the City of Perris.

- a. Developments, subsequent to establishment of a bidder's competency and qualifications, which in the opinion of the City of Perris would reasonably be construed as affecting the responsibility of the bidder.
- b. Conviction of a major violation of a State or Federal law, or a rule or regulation of a Federal department, board or bureau, or a State department, board or commission, relating to or reflecting on the competency of the bidder for performing construction work.
- c. More than one proposal for the same work from an individual, partnership or corporation under the same or different names.
- d. Indictment for or evidence of collusion among bidders.
- e. Failure to complete any contractual obligations satisfactorily as shown by past work for the City.
- f. Noncompliance with terms of previous or existing contracts.
- g. Previously uncompleted work, which in the judgment of the City of Perris might hinder or prevent the completion of the additional work, if awarded.



CITY OF PERRIS

COMMUNITY SERVICES

California Test Methods – (dot.ca.gov)

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistant (R-Value)	301
	Durability Index	229
	Percentage of Crushed Particles	205
Concrete	Grading	202
	Specific Gravity	206
	Coarse & Fine Aggregate	208
	Durability Index	229
	Percentage of Crushed Particles	205
	Sand Equivalent	217

*(Not shown in Construction Manual, Use CDE Frequency)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS - The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.

BF-19



CITY OF PERRIS
COMMUNITY SERVICES

NOTICE OF AWARD
CITY OF PERRIS

FOSS FIELD TENNIS COURT IMPROVEMENT PROJECT

The Agency has considered the Bid submitted by you for the above-described work in response to its Notice Inviting Sealed Proposals (Bids) dated _____, 2022 and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ _____ and the Extract of Public Works contract Award has been forwarded to the California Department of Industrial Relations and the Division of Apprenticeship Standards.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Labor and Material Payment Bond, Contract Performance Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice. Mandatory construction start date is _____, 2022.

If you fail to execute said Contract and to furnish said Bonds and Insurance Certificates within ten (10) days from the date of this Notice, said agency will be entitled to consider all your rights arising out of the Agency's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Agency will be entitled to such other rights as may be granted by law.

A mandatory pre-construction meeting for the contractor and all of his subs will be required prior to start of work and will be scheduled upon receipt of all contract documents.

You are required to return an acknowledged copy of this Notice of Award to the Agency. Dated this _____ day of __, 20____.

City of Perris Agency

By: **Sabrina Chavez, Director Community Services**
Title

N-1A



CITY OF PERRIS

COMMUNITY SERVICES

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged

By _____ this
_____ Day of _____, 20____.

Contractor

By _____

Title _____

Contractor's California License No.

Expiration Date



CITY OF PERRIS

COMMUNITY SERVICES

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CITY OF PERRIS

CONTRACT FOR FOSS FIELD TENNIS COURT IMPROVEMENTS

THIS CONTRACT (herein "Agreement") is made and entered into this ____ day of _____, _____, by between the CITY OF PERRIS, a municipal corporation, (herein "City") and _____ (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICE OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: **Foss Field Tennis Court Improvements** Plans and Specifications and Information for Bidders, Special Provisions, which are incorporated by this reference as though set forth in full herein; and the Federal Prevailing Wage Determinations.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to create **Foss Field Tennis Court Improvements**, and miscellaneous related improvements in Perris, California, in strict accordance with improvements plans and Specification. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction

1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustments in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of the Specification. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of the Specification. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred twenty (120) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of _____ and 00/100 dollars (\$_____), see Exhibit "A", in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions," and Section BF, "Bid Form," and "Bid Schedule of Values."

2.2 Method of Payment.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. In accordance with Section GP, "General Provision", Section SP, "Special Provisions"; "Schedule of Values", and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of five percent (5%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor,

a final inspection shall be made by the City. Unless otherwise directed by the project manager or labor compliance officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus five (5%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed, and the request has been properly submitted. (Public Contract Code § 20104.50)

2.3 Retention of Funds.

Contractor hereby authorized City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omission in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

_____, designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

Sabrina Chavez is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

3.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance.

- (a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.
- (c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or service under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provision of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 Indemnification.

- (a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers and their representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities") from and against any and all damages, cost, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to and Indemnities' right to recover under this indemnity provision. An indemnity shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnities.
- (b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnities' willful misconduct.
- (c) In the event the City and its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City, and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

4.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 TERM

5.1 Time for Completion and Liquidated Damages.

The work for the **Foss Field Tennis Court Improvements**, shall commence on the 28th day of December 2022 and shall be completed within **sixty-five (65) calendar days** from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred dollars) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within five (5) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for

completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten

(10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris
101 N. "D" Street
Perris, CA 92570
ATTN: Sabrina Chavez, Director of Community Services

Contractor

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after receiving a project close out/completion letter from the City of Perris.

8.4 Certified Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate certified payroll records of employees, and shall certify these records upon request by the

City. Said certified payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

8.5 Prevailing Wages (please see Appendix G and Appendix I)

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement.

8.6 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.7 Employment of Apprentices

Contractor shall comply with State Labor Code 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a Sate Apprenticeship Agency; and shall certify these records upon request by the City.

8.8 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this

Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.10 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.11 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONTRACTOR"

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the

_____ (designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary) in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am

associated is _____; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this Contract on behalf of the above named entity.

SIGNATURE OF CONTRACTOR: _____

Contractor's California License No.

Name of License Holder

Type of License

Expiration Date

(CORPORATE SEAL)

ATTEST:

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, CITY OF PERRIS (referred to hereinafter as "obligee") has awarded to _____ (hereinafter designated as the "Contractor") an agreement dated _____, for work described as follows:

Foss Field Tennis Court Improvements (hereinafter referred to as the "Public Work Contract"); and

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, providing that if said Contractor, or any of his 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 done thereon of any kind, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee (to be fixed by the court) in case suit is brought on the bond;

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ and to any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies, or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, excepting the said Contractor, in the sum of _____ (words) Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said Oblige under the terms of the said Public Work Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or to pay for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of said employees of said Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorney fee to be fixed by the Court. In addition to the provisions herein above, it is agreed that this bond will insure to the benefit of any and all persons, companies, and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public work Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Oblige and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Principal and Surety agree that if the Agency is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal and Surety shall be jointly and severally liable for all of the Agency's costs and reasonable attorney fees, whether or not litigation or arbitration is actually commenced to enforce the bond.

Principal and Surety agree that after completion and acceptance of the work by Agency, 10% value of the bond shall remain in effect for a 12 month period to warranty the work.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ Day of _____, 20____.

PRINCIPAL:

By _____

SURETY:

By _____

Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone Number of Surety and Agent or Representative for service of process in California)

THIS IS A REQUIRED FORM

ACKNOWLEDGMENT

**A notary public or other officer
completing this certificate
verifies only the identity of the**

**State of California
County of _____)**

**On _____ before me,
_____ (insert name and title of the office**

personally appeared

**_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity (ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.**

**I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Signature _____(Seal)

THIS IS A REQUIRED FORM

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the

_____ (specify either partner or specific corporate office) of the Contractor names as Principal on the above-referenced bond. I further certify that the Principal is an entity in good standing having complied with all applicable laws and regulations and that I have been given the express power on behalf of the Principal to execute this bond.

NAME OF ENTITY:

TITLE OF SIGNING PARTY:

By _____

California License No.

(CORPORATE SEAL)

Name of License Holder

Type of License

Expiration Date

THIS IS A REQUIRED FORM

CONTRACT PERFORMANCE BOND

(CALIFORNIA PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, THE CITY OF PERRIS, (sometimes referred to hereinafter as "Oblige" has awarded to _____ (hereinafter designated as the "Contractor"), a contract for the work described as follows:

Foss Field Tennis Court Improvements, (hereinafter referred to as the "Public Work Contract"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, The Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof:

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of _____ Dollars (\$ _____), said sum being not less than 100 percent of the total amount payable by the said Oblige under the terms of the said Public Work Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the guarantee of all materials and workmanship; and indemnify and save harmless the Oblige, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Oblige a reasonable attorney's fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Oblige and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Principal and Surety agree that if the Agency is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal and Surety shall be jointly and severally liable for all of the Agency's costs and reasonable attorney fees, whether or not litigation or arbitration is actually commenced to enforce the bond.

Principal and Surety agree that after completion and acceptance of the work by Agency, 10% value of the bond shall remain in effect for a 12-month period to warranty the work.

IN WITNESS WHEREOF, this document has been executed this ___ day of _____, 20___.

PRINCIPAL:

By:

SURETY:

BY:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____. (The above must be filled in by corporate surety.)

IMPORTANT:

Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent
or Representative for service
of process in California
if different from above)

(Telephone Number of Surety
and Agent or Representative
for service of process in
California)

THIS IS A REQUIRED FORM

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual

**State of California
County of _____)**

**On _____ before me,
_____**

(insert name and title of the officer)

**personally appeared
_____**

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

THIS IS A REQUIRED FORM

CONTRACT PERFORMANCE BONDS
CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the _____(specify either partner or specific corporate office) of the Contractor names as Principal on the above-referenced bond. I further certify that the Principal is an entity in good standing having complied with all applicable laws and regulations and that I have been given the express power on behalf of the Principal to execute this bond.

NAME OF ENTITY: _____

NAME AND TITLE OF SIGNING PARTY: _____

SIGNATURE: _____

Contractor's California License No.

Name of License Holder

Type of License

Expiration Date

(CORPORATE SEAL)

ATTEST:

THIS IS A REQUIRED FORM

CERTIFICATION OF INSURANCE AND ENDORSEMENTS

The Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance. The required insurance shall be provided by the Contractor in conformance with the requirements of Sections 6 and 7 of the General Provisions of these Contract Documents:

The insurance company or companies utilized by the Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in said Sections 6 and 7 of the General Provisions of these Contract Documents.

No substitutions or revisions to the certificates and endorsements which follow will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using the format presented, shall be provided for each company.

Contractor shall include the City of Perris, County of Riverside, their elected and appointed officials, employees, agents, Agency, Consultants as additional insured under Contractor's General Liability Policy.

ADDITIONAL INSURED AND WAIVER OF SUBROGATION- The Certificate of Insurance supplied to the City of Perris shall name the City of Perris, its officers, employees, agents, consultants, and independent contractors as additional insured and shall specify that the City of Perris be given thirty (30) days prior written notice of any modification, decrease or termination of the Contractor's Insurance coverage. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Such insurance shall be subject to approval by the City Attorney.

CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: _____

TYPE OF INSURANCE: WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.

Said company will give at least 30 days advance written notice by registered mail to the agency and Engineer prior to any material change or cancellation of said policies.

Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
-----------------------------	------------------------------	-------------------------------

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Workers' Compensation Insurance Laws of the State of California.

EFFECTIVE: _____

_____ Named Insured	_____ Insurance Company
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State

**Insurance Company Agent for
Service of process in California**

**(Authorized Representative)
(Attach Acknowledgement)**

_____ (Name)	_____ (Company)
_____ (Street Number)	_____ (Street Number)
_____ (City)	_____ (City and State)
_____ (Telephone Number)	_____ (Telephone Number)

NOTICE: Substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the

State of California
County of _____)

On _____ before me,

(insert name and title of the

officer)

personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

THIS IS A REQUIRED FORM

CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: _____

TYPE OF INSURANCE: COMPREHENSIVE GENERAL LIABILITY INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.

Said company will give at least 45 days advance written notice by registered mail to the Agency and Engineer prior to any material change or cancellation of said policies.

Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.

<u>Policy Number</u>	<u>Date Effective</u>	<u>Expiration</u>	<u>Limits of Liability</u>	
			<u>Bodily Injury</u>	<u>Property Damage</u>

The following types of coverage are included in this policy (indicated by "X" in space):

Manufacturers' and Contractors'	Yes___No___
Owners' and Contractors' Protective	Yes___No___
Blanket Contractual	Yes___No___
Completed Operations	Yes___No___
Owned Automobiles	Yes___No___
Hired Automobiles	Yes___No___
Non-Owned Automobiles	Yes___No___
Broad Form Property Damage	Yes___No___
"XCU" Exposure	Yes___No___

ENDORSEMENT:

The Agency, the Owner's Representative, the County of Riverside, the Engineer, Interwest Consulting Group, and his consultants, and each of their officers, agents, and employees are included as additional insureds under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

The insurance company hereby waives its rights of subrogation against the additional insureds.

EFFECTIVE: _____

Named Insured

Insurance Company

Street Number

Street Number

City and State

City and State

Insurance Company agent for
service of process in California

By _____
(Authorized Representative)
(Attach Acknowledgment)

(Name)

(Company)

(Street Number)

(Street Number)

(Telephone Number)

(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who

State of California
County of _____)

On _____ before me,

(insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

THIS IS A REQUIRED FORM

NOTICE TO PROCEED

TO: _____

Project Description: _____.

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____, and you are to complete all work on or before _____ calendar days.

You are required to return an acknowledged copy of this Notice to Proceed to the Agency.

Dated this _____ day of _____.

City of Perris
Agency

By: _____
Sabrina Chavez

Director of Community Services
Title

ACCEPTANCE OF NOTICE

Receipt of the Notice to Proceed is hereby acknowledged by
_____ , this the _____ day of

_____, 20____.

By _____

Contractor

Title _____

Contractor's California License No.

Name of License Holder

Type of License

Expiration Date

**STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS**

TO: California Department of Industrial Relations
Division of Apprenticeship Standards
P.O. Box 420603
San Francisco California 94142

FROM: AWARDING AGENCY

**EXTRACT OF
PUBLIC WORKS CONTRACT AWARD**

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

2. NAME OF GENERAL CONTRACTOR		3. CONTRACTOR'S LICENSE NO	
4. MAIL ADDRESS (STREET NUMBER OR P.O. BOX)		5. CITY	
		6. ZIP CODE	7. TELEPHONE NUMBER
8. ADDRESS OR LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND/OR COUNTY)			
9. CONTRACT OR PROJECT NUMBER		10. DOLLAR AMOUNT OF CONTRACT AWARD \$	
11. STARTING DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR / / (USE NUMBERS)		12. COMPLETION DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR / / (USE NUMBERS)	
13. TYPE OF CONSTRUCTION (HIGHWAY, SCHOOL, HOSPITAL, ETC.)		14. <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATIONS	
15. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)			
16. Is language included in the Contract Award to effectuate the provision of section 1777.5, as required by the Labor Code? <input type="checkbox"/> Yes <input type="checkbox"/> No Is language included in the Contract Award to effectuate the provisions of Section 1776, as required by the Labor Code? <input type="checkbox"/> Yes <input type="checkbox"/> No			
17. SIGNATURE		18. TITLE	19. DATE
20. PRINTED OR TYPED NAME		21. TELEPHONE NUMBERS	

Duplication of this form is permissible

DAS 13 (rev. 5/01)



CITY OF PERRIS

CHANGE ORDER

Order No. _____

Date _____

Contract Date _____

Project: Foss Field Tennis Court Improvements

This Change Order # _____ changes the Agreement between the City of Perris and _____, for the Foss Field Tennis Court Improvements , please read it carefully. **JUSTIFICATION:**

CHANGE TO CONTRACT PRICE:

Original Contract Price \$ _____

Current Contract Price (Adjusted by Previous Change Order(s)): \$ _____

Contract Price due to this Change Order will be increased: \$ _____

New Contract Price including this Change Order: \$ _____

CHANGE TO CONTRACT TIME

Contract Time will be increased:

As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement, and a total of _____ () additional calendar days, from the completion date specified on the original Notice To Proceed. The new completion date is _____.

Date for completion of all work:

(Date)

APPROVALS REQUIRED

To be effective, this change order must be approved by the City of Perris and _____.

CITY OF PERRIS:

Approved by: _____ Date _____

_____:

Approved by: _____ Date _____
Contractor

End of Change Order# _____
Nothing Follow

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **Foss Field Tennis Court Improvements**

CONTRACTOR

CONTRACT DATE

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: City of Perris
(OWNER)

And To: _____
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER and CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

.....
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within days of the above dated of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__

Contractor

By _____

California Contractor License No.

OWNER accepts this Certificate of Substantial Completion on _____ 20__

CITY OF PERRIS

By _____

RELEASE FORM

NAME OF CONTRACTOR: _____

PROJECT DESCRIPTION: **Foss Field Tennis Court Improvements**

PERIOD WORK PERFORMED: _____

Above named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD:

\$ _____

(words)

DISPUTED CLAIMS

DESCRIPTION OF CLAIM

AMOUNT CLAIMED

The Contractor further expressly waives and releases any claim the Contractor may have of whatever type of nature for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver have been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials, and work due Subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

Printed Name of Contractor

Date _____

Describe Entity (Partnership, Corporation, etc.)

California Contractor's License No. _____ by: _____

By: _____

GENERAL PROVISIONS

The work embraced herein shall be done in accordance with the applicable portions of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California, except when said "Standard Specifications" are in conflict with other contract documents.

The "General Provisions" contained in said "Standard Specifications" are by this reference incorporated herein as the General Provisions of these contract documents, subject to the following modifications and additions.

1. Section 2-3, "Subcontracts" Section 2-3 of said "Standard Specifications" is amended to read:

Unless otherwise provided in Section 4100.5 of the Government Code, each bidder shall file with his bid the name and address of each subcontractor who will perform the work or labor or render service to the prime Contractor in or about the construction of the work or improvement and of each subcontractor, licensed by the State of California, who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid. Only one subcontractor shall be listed for each portion of the work, which portion shall be defined in the bid. In each instance, the nature and extent of the work to be sublet shall be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

2. Section 3-4, "Changed Conditions" Section 3-4 of said "Standard Specifications" is amended to read:

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements (except as otherwise provided in Section 6-6 hereof) or from encumbrances on the line of the work, shall be sustained by the Contractor.

3. Section 4-1.1, "General" Section 4-1.1 of said "Standard Specifications" is amended to read:

No materials, supplies or equipment for the work under this contract shall be purchased subject to any chattel, mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and

agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the City free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor, in the hands of the City. The provisions of this article shall be inserted in all subcontracts and material contracts, and notices of its provisions and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

4. Section 6-9, "Liquidated Damages" Section 6-9 of said "Standard Specifications" is amended to read:

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the contract, damage will be sustained by the City. Because it is impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain, in the event of and by reason of such delay, it is therefore agreed that the Contractor will pay to the City \$500 for each and every calendar day's delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

The Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the contract.

5. Section 7-2.2, "Laws" Section 7-2.2 of said "Standard Specifications" is amended to read:

The Contractor, his agents and employees, shall be bound by and comply with all applicable provisions of the Labor Code and with Federal, State and local laws related to labor. Particular attention is directed to:

- A. Hours of Labor: Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$50.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815,

thereof, inclusive, except that work performed by employees shall be permitted upon compensation for all hours worked in excess of 8 hours per day and/or 40 hours per week at not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

- B. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and ever Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter”.

- C. Prevailing Wage: The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City, \$50.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has ascertained the general prevailing rate of wages (Which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. The Contractor shall pay travel and subsistence payment to each worker as such payments are defined and required in applicable collective bargaining agreements filled in connection with Labor Code Section 1773.8.

The City will not recognize any claim for additional compensation

because of the payment by the Contractor of any wage in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract.

- D. Contractor's Licensing Laws: Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors.
- E. Apprentices: In the awarding of any contract or written order for any public work or improvement, the Director of Public Works/City Engineer, or his/her designee, shall require all contractors and subcontractors offering or agreeing to perform any work on said public improvement to provide proof of participation as a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed.

They shall also provide information concerning their experience, financial qualifications and ability to perform said contract or subcontract, as well as to whether said contractor or subcontractor possesses, or can obtain the necessary equipment in time to perform said contract or subcontract.

Should the Director of Community Services/City Engineer, or his/her designee, determine that said contractor or any subcontractor is not a signatory to a recognized apprenticeship and/or training program under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State Division of Apprenticeship Standards, where such programs exist for the work to be performed, or he/she does not possess the necessary experience and financial qualifications to perform said contract or subcontract, or that he/she does not possess, or cannot obtain in due time the necessary equipment to perform said contract, the Director of Community Services, Engineer, or his/her designee, may reject the bid of any said contractor or subcontractor. If such determination affects only a subcontractor then the Director of Public Works/City Engineer, or his/her designee, may compel the contractor to substitute a subcontractor who is a signatory to a recognized apprenticeship and/or training program under Chapter 4, (commencing at Section 3070), Division 3, of the Labor Code of the State of California and certified by the State of California Division of Apprenticeship Standards, where such programs exist for the work to be performed, or who, in the opinion of the Director of Community Services and/or City Engineer, or his/her designee, possess the necessary experience, financial qualifications, and equipment to perform said subcontract.

The apprenticeship provisions contained herein shall not apply to contracts of general contractors involving less than fifty thousand dollars (\$50,000.00) or twenty (20) working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than five thousand dollars (\$5,000.00) or fewer than five (5) working days.

6. Section 7-3, "Liability Insurance" Section 7-3 of said "Standard Specifications" is amended to read:

7-3 "Contractor's Liability and Insurance"

7.3.1 Contractor's Liability:

- (a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers, and their respective elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities" and collectively, "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnities' right to recover under this indemnity provision. An Indemnities shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnities.
- (b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 7.3.1.A above, except for such Claims which are the result of such Indemnities' willful misconduct.

- (c) In the event the City of Perris, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

7.32 Liability Insurance:

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance.

- (a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.
- (c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 7.3.2 to the Contract Officer. No work or service under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provision of this Section 7.3.2 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of the Agreement, the contract between the Contractor and such subcontractor shall required the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until (30) days after receipt by the City of a written notice of such cancellation or reduction on coverage, as evidenced by receipt of a registered letter."

7.3.3 Sufficiency of Insurer or Surety:

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

7-4 "Workers' Compensation Insurance"

7.4.1 Section 7-4 of said "Standard Specifications is amended to read:

Before execution of the contract by the Board, the Contractor shall file with the engineer the following certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the engineer before execution of the contract". The City, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

Said policy of insurance shall contain an endorsement which:

- A. Waives all right of subrogation against the City and any persons and entities designated in the Special Provisions to be listed as additional insureds in the policy of insurance provided for in Section 7-3.2 by reason of any claim arising out of or connected with the operations of Contractor or any subcontractor in performing the work provided for herein;
- B. Provides it shall not be cancelled or altered without thirty (30) days notice thereof given to the City by registered mail.

The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

- 7. Section 7-10.4.1, "Safety Orders" Section 7-10.4.1 of said "Standard Specifications" is amended to read:

The Contractor shall have at the worksite, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety. He shall comply with provisions of these and all other applicable laws, ordinances, and regulations, including but not limited to, the Occupational Safety and Health Act of 1970 to which particular attention is directed. He also shall have the latest edition of the "Work Area Traffic Control Handbook" published by Building News, Inc.

- 8. Section 7-13, "Laws to Be Observed" Section 7-13 of said "Standard Specifications" is amended to read:

The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies of tribunals having any jurisdiction or authority over same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any authority over the work; and shall protect and indemnify the City and all officers and employees thereof connected with the work, including but not limited to the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the engineer in writing.

- 9. Section 9-3, "Payment" Section 9-3 of said "Standard Specifications" is amended to read:

Upon the written request of the Contractor, delivered to the City at least ten (10) days in advance, and at the sole cost and expense of the Contractor, the Contractor may substitute securities for any monies held by the City to ensure the performance of the Contractor hereunder. The securities proposed to be substituted shall be specifically identified in the Contractor's notice, shall be limited to those listed in Government Code Section 16430 and to bank or savings and loan certificates of deposit, and shall be of the market value (as determined by the Finance Director of the City) at least equal to the amount of money withheld by the City. Upon the approval of the proposed substitution by the City, the securities may be deposited with the City or with a State or Federally chartered bank approved by the City as the escrow agent of the parties. The Contractor shall be the beneficial owner of these securities and shall receive interest thereon.

Section 9-3.2 of said "Standard Specifications" shall be amended to read: PARTIAL PAYMENTS: At the request of the Contractor, partial payments will be made on a monthly basis. The Progress Payments will be made on a monthly basis. The Progress Payment request shall be submitted on or before the 20th day of each month. The estimate may include only work completed up to and including this date. Progress pay requests showing work not accomplished by the 20th day of the month shall be rejected.

Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City of Perris, unless otherwise directed by the Engineer, or labor compliance officer. A retention of five (5%) shall be withheld from this payment. In accordance with Federal Labor Standards Provisions at 29.CFR.Part 5, Section 5.9 "Suspension of Funds", the Labor Compliance Officer shall suspend all progress payments pending the resolution of alleged labor violations.

10. Section 10, "Other Provisions" Section 10 is added to said "Standard Specifications" to read:

10.1 Responsibility for Work. Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary.

Any other provisions of this contract to the contrary notwithstanding, to the extent required by Chapter 2.5 (commencing with Section 4150) of Division 5 of Title I of the Government Code, the Contractor shall not be responsible for the

cost of repairing, or restoring damage to the work caused by an act of God as that phrase is defined in Government Code 4151 (b).

The City will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance except as expressly provided in these specifications. The City will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work.

- 10.2 Provisions for Emergencies: Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation or other public service, or from the failure of partly completed work.

Whenever, in the opinion of the engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the engineer, immediate action shall be considered necessary in order to protect the public or private, personal or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in the event the Engineer may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefore, duly certified by the engineer, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which become due said Contractor. Failure of the City, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

- 10.3 Guarantees: Besides guarantees required elsewhere, the Contractor shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work by the City and shall repair and replace any and all such work,

together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from date of acceptance, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within a week after being notified in writing, the City hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

11. "Environmental Provisions" The Contractor shall, as appropriate, comply with all provisions of Public Contracts Code Section 7104 (SB 1470). The requirements of this code are summarized as follows: In the event Contractor is required to dig any trench or excavation that extends deeper than four feet below the surface in order to perform the work authorized under this contract, Contractor agrees to promptly notify City in writing and before further disturbing the site if any of the conditions set forth below are discovered:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract.
 - (a) City agrees to promptly investigate the conditions, and if City finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this Contract.
 - (b) That, in the event a dispute arises between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for in this Contract, but shall proceed with all work to be performed under the Contract.

Contractor shall retain any and all rights provided either by this contract or by law which pertain to the resolution of disputes and protests between contracting parties.

STANDARD PROVISIONS

PART I - STANDARD CONDITIONS

SP-1-1.00 GENERAL — It is the intent of these General Provisions, Standard Provisions, Project Specifications, Special Provisions, and the plans referred to herein and other documents comprising the contract for the Contractor to provide for and include all labor, materials, equipment, plant, tools, transportation, insurance, bonds, sales taxes, permits, temporary protection, traffic control, watchmen, superintendence and other work necessary to construct and complete all work specified herein, including all addenda and change orders. No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs not specified, therefore, shall be included in the prices named in the Schedule of Bid Items and under various items of work.

The contract documents are complementary, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

SP-1-1.01 STANDARD SPECIFICATIONS — The specifications entitled, Standard Specifications for Public Works Construction ("Greenbook"), as amended, in the General Provisions of these Specifications, shall hereinafter be referred to as the Standard Specifications. These shall be the most recent version published.

All work shall meet all requirements applicable of Federal, State, County and City regulations and codes governing safety, health, welfare, dust and sound control.

SP-1-1.02 DEFINITIONS — Attention is invited to the provisions of Section 1 — "Terms, Definitions, Abbreviations and Symbols", of the Standard Specifications and these Special Provisions. Whenever in the contract documents, the following terms are used, the intent and meaning shall be interpreted as follows:

AGENCY	City of Perris
BOARD	City Council of the City of Perris
DEPARTMENT	California State Department of Transportation (Caltrans)
ENGINEER	The City Engineer of City of Perris his properly authorized agents, such agent acting within the scope of the particular duties entrusted to them.
STATE	City of Perris
DIRECTOR	Community Services Director of the City of Perris

LABORATORY The laboratory to be designated by the Engineer to test materials and work involved in the contract.

NOTICE TO CONTRACTORS Notice Inviting Bids.

Other terms appearing in the plans, Standard Specifications and in these Special Provisions shall have the same intent and meaning specified in Section 1-2, "Definitions", of the Standard Specifications.

SP-1-1.03 EXAMINATION OF PREMISES — Before bidding on this work, all prospective bidders shall make a careful examination of the jobsite and shall thoroughly familiarize themselves with the requirements of the Contract. By the act of submitting a proposal for the work, the contractor shall be deemed to have made such study and examination and that he is familiar with and accepts all conditions of the site.

SP-1-2.00 PLANS AND SPECIFICATIONS — Attention is invited to the provisions of Section 2-5, "Plans and Specifications", of the Standard Specifications and these Special Provisions.

The Specifications, drawings, Special Provisions, Standard Specifications, Riverside County Flood Control Standards, EMWD Standards, and all supplementary documents are essential parts of the contract, and a requirement in one is as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work.

If, however, the provisions within the documents comprising the contract are in conflict, the most stringent in the opinion of the City Engineer shall apply.

Provide and maintain in good order at one's work site, a complete set of contract prints. All changes to the contract shall be clearly recorded on this set of prints. At the end of the project, the contractor shall transfer all changes to one (1) set of prints for submission to the City Engineer.

SP-1-2.01 SCHEME OF WORK — The work contemplated in the project consists of furnishing labor, materials, services and equipment for the work described in these Special Provisions and shown on the plans and delineated in the specifications of this project.

SP-1-2.02 TIME LIMIT — The work, both onsite and offsite, shall be completed within seventy-five (75) calendar days after commencement date given in the Notice to Proceed. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as rainy days by the Director of Community Services.

SP-1-2.03 AWARD AND EXECUTION OF CONTRACT — The bidder's attention is directed to the provisions of the Information for Bidders and to these Special Provisions for the requirements and conditions concerning award and execution of the Contract. A guaranty form to be signed and delivered to the Agency before acceptance is included in the proposal.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within forty-five (45) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

All bonds in the amounts stipulated in the Information for Bidders shall be furnished by the bidder to whom the contract has been awarded and at this own cost and expense. Whenever the City of Perris has cause to believe that any such bond has become insufficient, a demand in writing may be made of the contractor for such further or additional bond as is considered necessary, considering the extend of the work remaining to be done. Thereafter, no payment shall be made upon such Contract to the contractor or any assignee of the contractor until such further or additional bond has been furnished.

Before commencing any work, the contractor shall obtain insurance required under the General Provisions of these Specifications and show proof of same. Contractor shall not allow any subcontractor to work until similar insurance required of the subcontractor has been obtained and approved by the General Contractor.

The contractor shall, in providing the insurance as provided in Sections 6 and 7 of the General Provisions, include as a provision of the insurance policy, a clause substantially in the following language:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced except upon thirty (30) days prior to written notice to the City as evidenced by receipt of a registered letter. The insurance policy shall also specify that it is primary insurance and that any insurance held or owned by the designated additional insureds shall be excess thereto and shall not be called upon to cover a loss under said policy.

SP-1-2.04 AUTHORITY OF THE CITY ENGINEER — The City Engineer shall decide all questions as to the quality or acceptability of the work performed and to the manner or performance and rate of progress of the work, all questions as to the acceptable fulfillment of the contract on the part of the contractor, and all questions as to compensation. His decision shall be final and he shall have authority to enforce and make effective such decisions and orders which the contractor fails to carry out promptly. Attention is invited to the provisions of Section 2-10 of the Standard Specifications.

SP-1-2.05 SUBCONTRACT — Attention is directed to the provisions of Section 2- 3, "Subcontracts", of the Standard Specifications as amended in the General Provisions herein and these Special Provisions.

A sheet for listing subcontractors, as required, is included in the proposal.

The Contract documents shall not create any contractual relation between any subcontractor and the City. Contractor agrees that he is fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SP-1-3.00 CHANGES IN WORK — All changes in the work, whether requested by the contractor, initiated by the City and/or caused by changed conditions, shall be undertaken only after the issuance of a change order by the Director of Community Services. Attention is invited to Section 3 of the Standard Specifications and the provisions of Paragraph 2 of the General Provisions.

- SP-1-4.00 CONTROL OF MATERIALS AND WORKMANSHIP — All materials, parts and equipment furnished by the Contractor in the work shall be new, high grade and free from defects. Quality of work shall be in accordance with generally accepted standards. Attention is invited to Section 4 of the Standard Specifications and the provisions of Paragraph 3 of the General Provisions. No used or secondhand materials, parts and equipment shall be incorporated in the project unless specifically permitted in writing by the Director of Community Services.
- SP-1-4.01 TESTS OF MATERIALS AND WORKMANSHIP — All materials shall first be tested and satisfactorily passed in accordance with the requirements of the plans and these specifications, before incorporating said material in the work. Materials placed otherwise shall be considered defective and will be subject to rejection. The cost of testing of materials and workmanship shall be paid by the Contractor. The cost of re-testing of materials and workmanship shall be at the expense of the contractor. The contractor, at his expense, shall deliver materials for testing to the place and at the time designated by the Engineer. Attention is invited to Section 4-1.4, "Test of Materials", of the Standard Specifications.
- SP-1-4.02 LABORATORY — The Contractor shall make all arrangements for a laboratory, designated by the City, to conduct the test requirements for the project. The contractor shall render all necessary assistance to the personnel of said laboratory to facilitate the inspection and testing of materials. Request for inspection and/or testing shall be made at least twenty-four (24) hours in advance.
- SP-1-5.00 UTILITIES — The existence and location of utility structures and facilities are shown on the plans or in the Special Provisions according to records and information available to the City. Attention is called to the fact of the possible existence of other utility facilities or structures not known to the City or in a location different from that shown on the plans or in the Special Provisions. The contractor is required to ascertain the location of all underground utility structures and facilities prior to doing work that may damage such structures and facilities, including those not shown, or interfere with their service and to take such precautionary measures in the course of said work to prevent such damage or interference. Attention is invited to Section 5 of the Standard Specifications. If the contractor, while performing the work under the contract, discovers utility structures or facilities not identified in the plans or specifications or shown differently, he shall immediately notify the City in writing of such discovery and allow the City 48 hours to advise. Contractor shall continue with his work on other areas and provide utility purveyors adequate time to resolve the conflict or continue work if in the opinion of the City and utility purveyors, the construction will not impact these utilities.
- SP-1-6.00 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK — Attention is invited to Section 6 of the Standard Specifications and these Special Provisions.
- SP-1-6.01 PROGRESS SCHEDULE — After notification of award and prior to starting any work, the contractor shall submit to the Engineer for approval his proposed construction schedule. Attention is invited to Section 6-1 of the Standard Specifications. The proposed construction schedule shall be submitted on or before the date set for the preconstruction meeting between City and contractor's staff and representatives of utility companies.

SP-1-6.02 BEGINNING OF WORK — The contractor shall begin work on **December 28, 2022**. If for some reason the City does not authorize the work to begin on such date, the work shall begin on the date specified by the City.

SP-1-6.03 TIME OF COMPLETION — The contract time shall commence upon the date of issuance of the Notice to Proceed and shall continue for a period stated in the Proposal. The contractor shall diligently prosecute the project and complete all work within the contract time. Contractor agrees that failure to complete the project within the contract time shall subject him to the liquidated damages provided herein. Attention is invited to Section 6-7 of the Standard Specifications.

SP-1-6.04 PROSECUTION OF WORK — The contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control. All persons engaged in the project shall be considered by the City as employees of the contractor and he shall be held responsible for their work subject to the provisions of the contract and specifications. The contractor shall prosecute the work vigorously and diligently until completed with the minimum inconvenience and hazard to the public. Streets and other improvements in the work area shall be restored to their original condition and former state of usefulness as soon as practicable. Attention is invited to the provisions of Section 6-2 of the Standard Specifications.

SP-1-6.05 TEMPORARY SUSPENSION OF WORK — The Director of Community Services shall have the authority to suspend the work wholly, or in part, for such period as he may deem necessary due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the contractor to carry out orders given, or to perform the work in accordance with these Specifications. The contractor shall immediately comply with the written order of the Director of Community Services to suspend the work wholly or in part. The work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director of Community Services.

In the event of a suspension of work under any of the conditions above set forth such suspension of work shall not relieve the contractor of his responsibilities as set forth under these Specifications.

SP-1-6.06 SUSPENSION OF CONTRACT — If at any time in the opinion of the Director of Community Services, the contractor has failed to supply adequate working force or material of proper quality or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Director of Community Services, within the time specified in such notice, the City in any such case shall have the power to suspend the operation of the contract.

Attention is invited to the provisions of Section 6-3 of the Standard Specifications. Upon receiving notice of such suspension, the contractor shall discontinue said work, or such parts of it as the City may designate. Upon such suspension the contractor's control shall terminate and thereupon the City or its duly authorized representative may take possession of all or any part of the contractor's materials, tools, equipment and appliances upon the

premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, equipment and appliances at the contractor's expense as may be necessary for the proper conduct of the work and for completion, employ other parties to carry the contract to completion, or may employ the necessary workman, substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the contract and relate the work or any part thereof. Any excess cost arising therefrom over and above the contract price shall be charged against the contractor and his sureties, who shall be liable therefore. In the event of such suspensions, all monies due the contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the contractor or his sureties from liability for failure to fulfill the contract. The contractor and his sureties shall be credited with the amount of money so forfeited toward any excess of cost over the above contract price, arising from the suspension of the operation of the Contract and the completion of the work by the City as above provided, and the contractor shall be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

SP-1-6.07 TERMINATION OF CONTRACT — Subject to all applicable provisions of these specifications and/or the contract, the Engineer is hereby empowered to direct the time and date of delivery of materials at the site of work and direct the time, rate and sequence of work. If contractor fails to begin delivery of material and equipment or to commence work within the time specified herein, and/or in the contract, or to maintain the rates of delivery of material, or to execute the work in a manner and at such locations as directed by the Director of Community Services, or fails to maintain the approved progress schedule in such manner as well, in the judgment of the Engineer, inure to the interests of the City, or, if in the judgment of the Engineer, the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice by the Director of Community Services may be served upon him and the Surety on his faithful performance bond demanding a satisfactory compliance with the contract, and with these specifications. If the contractor and/or his Surety refuses or neglects to comply with such notice within five (5) days after receiving same, or after commencing so to do, fails to continue so to do, or has assigned or sublet the contract without the consent of the Engineer, then the Engineer may exclude him from the premises and take possession thereof, together with all material and equipment thereon, and may complete the work itself, either by force account, or by letting the unfinished portion of the work to another contractor or by a combination of such methods.

In any event, the cost of the completion of said work shall be a charge against the contractor and his Surety and may be deducted from any money due or becoming due from the City, and if the sums due under the contract are insufficient, said contractor and/or his Surety shall pay to the City within five (5) days after the completion of the work all of such cost in excess of the contract price.

The Surety, in the event that it assumes part of the work, shall take the contractor's place in this contract in all respects for that part and shall be paid by the City for all work performed by it in accordance with the terms of this contract. If the Surety assumes the entire contract,

all monies remaining due the contractor at the time of his default shall be made payable to the Surety as the work progresses, subject to the terms of the contract.

SP-1-6.08 LIQUIDATED DAMAGES — It is hereby understood and mutually agreed by and between the contractor and the City, that the date of beginning and the time of completion as specified in the contract of the work to be done hereunder are essential conditions of this contract. Attention is invited to Section 6-9 of the Standard Specifications as amended in Paragraph 4 of the General Provisions.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the contractor does hereby agree, as a part consideration for the awarding this contract, to pay to the City of Perris the amount of liquidated damages stipulated in Paragraph 4 of the General Provisions for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth.

The said amount is fixed and agreed upon by and between the contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

SP-1-7.00 RESPONSIBILITIES OF THE CONTRACTOR — Attention is invited to Section 7 of the Standard Specifications as amended in the General Provisions and the provisions of these Special Provisions. The contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the work, including but not limited to the City Engineer, against any claim or liability arising from or based on the violation of any such law, ordinances, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawing, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, the contractor shall forthwith report the same to the Engineer in writing.

SP-1-7.01 ASSUMPTION OF RISK — During the progress of the work, the City of Perris will not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public;

for damage to adjoining property from any cause which might have been prevented by the contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the contractor having control over such work must properly guard. The contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Perris and/or its officers and/or its employees from all suits or actions of every name and description, brought for, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the contractor or his agents.

SP-1-7.02 LABOR — Attention is invited to the provisions of Section 7-2 of the Standard Specifications as amended in Paragraph 5 of the General Provisions.

SP-1-7.03 LIABILITY INSURANCE — Attention is invited to the provisions of Section 7-3 of the Standard Specifications as amended in Paragraph 6 of the General Provisions.

SP-1-7.04 WORKER'S COMPENSATION INSURANCE — Attention is invited to the provisions of Section 7-4 of the Standard Specifications as amended in Paragraph 7 of the General Provisions.

SP-1-7.05 PERMITS AND INSPECTION — The contractor shall obtain a no- fee excavation permit before proceeding with any work on the project.

The contractor shall call for inspections at the different stages of the work as required by the City of Perris Building Inspector. Any portion of the project completed without these required inspections shall be considered as defective and the City reserves the right to reject the affected portion of the work. The contractor shall remove rejected portion of the work upon instruction by the City without additional compensation.

City inspectors work from 8:00 a.m. until 5:00 p.m., Monday through Thursday. Inspections outside these hours and legal holidays may be available through appointments approved by Director/City Engineer only, and inspector's time will be billed to the contractor at the rate of \$85.00 per hour.

SP-1-7.06 CONTRACTOR'S REPRESENTATIVE — On or before the preconstruction meeting, the contractor shall designate, in writing, a representative who shall have complete authority to act for him. An alternate representative may also be designated. The representative or alternate shall be present at all times at the worksite whenever work is in progress or whenever actions of the elements require his presence to take measures necessary to protect the work, persons or property. Attention is invited to Section 7-6 of the Standard Specifications.

SP-1-7.07 COOPERATION AND COLLATERAL WORK — Attention is directed to Section 7-7 of the Standard Specifications and these Special Provisions.

Construction work by other contractors may be underway within or adjacent to the worksite specified herein. For this reason, the contractor shall cooperate with all such other contractors to the end that any delay or hindrance to their work shall be avoided, or

conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish work within the time specified for completion. The Engineer reserves the right to direct the contractor to perform other or additional work at the worksite at any time in order to better coordinate the different activities on the entire project.

It is anticipated that existing utilities will not interfere with the contractor's operations. However, the contractor shall exercise due care to insure that these utility facilities are not damaged during his operations. The contractor shall call Underground Service Alert (U.S.A.), 800-227-2600, twenty-four (24) hours prior to performing any excavation on this project.

The utility locations shown on the plans are correct to the best of our knowledge. When in doubt, the contractor shall contact utility concerned before proceeding further. The agencies below may be contacted at the following telephone numbers:

AGENCY	TELEPHONE NUMBER
Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
City of Perris Water Department	(909) 657-3280
Eastern Municipal Water District	(909) 928-3777
Verizon	(800) 483-5000
Time Warner Cable	(888) 892-2253
Paragon Communications	(714) 379-3376

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.08 PROJECT APPEARANCE — The contractor shall maintain a neat appearance to the work. Attention is invited to Section 7-8 of the Standard Specifications.

In any area visible to the public, the following shall apply:

Broken asphalt concrete, aggregate base and debris developed during removals, shall be disposed of concurrently with its removal.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the contractor's performance of the work.

Whenever the contractor fails to control dust resulting from the performance of the work, the Engineer may cause such dust to be controlled and costs thereby incurred shall be deducted from monies due or to become due the contractor.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.09 – PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS — The Contract shall take all necessary precautions to protect in place all existing improvements not scheduled for removal. The entire cost of replacing and/or repairing said existing improvements shall be borne by the contractor. Attention is directed to the provisions of Section 7-9 of the Standard Specifications. Permit conditions, rules and regulations of agencies having jurisdiction over the contractor's operations shall be strictly complied with.

The contractor shall protect existing improvements in place wherever possible. All existing improvements which must be removed for construction shall be restored to an equal or better condition than that of the existing improvements removed or damaged. Restoration of existing improvements shall be in accordance with the Plans and Specifications and all provisions of the City of Perris Standard Plans.

The contractor shall preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs which have been placed within the right-of-way.

Full compensation for the work involved in the preservation of property as above specified shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefore.

SP-1-7.10 PUBLIC CONVENIENCE —

The contractor shall so conduct his operations to offer the least possible obstruction and inconvenience to the public or to the public traffic. Where existing streets are not available for use as detours, unless otherwise provided in these Special Provisions, all traffic shall be permitted to pass through the work. Convenience of residents along the street or in the vicinity of the project site shall be provided for as far as practicable. Convenience access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

Full compensation for all work involved in providing for public convenience as set forth in this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.11 PUBLIC SAFETY — The contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof in strict compliance with the latest edition of the "Work Area Traffic Control Handbook"; W.A.T.C.H. Attention is directed to Section 7-10.4 of the Standard Specifications as amended in Paragraph 8 of the General Provisions. He shall also erect such warning and directional signs as shown on plans and as requested by the Engineer. This shall include installing and maintaining all items shown on the traffic control plans.

All barricades shall be of substantial construction and painted in a distinctive color or manner so as to be clearly visible to the approaching public.

Should the City place any warning lights or barricades to protect or warn the public of any dangerous condition connected with contractor's operations, contractor shall become liable to the City at the current rental rate per night for each lantern or warning light placed by the City, plus actual labor, equipment rental and overhead costs, with a minimum charge of fifty (\$50.00) dollars per day for each obstruction or dangerous condition so barricaded or lighted.

Full compensation for all work involved in providing for public safety as set forth this section shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

SP-1-7.12 PUBLIC NOTICE —

The Contractor shall notify the residents/businesses and schools affected by construction in writing not less than 7 days in advance of commencement of construction or storage of material upon the streets. The notice shall include but not be limited to:

1. The time and date of commencement.
2. A copy of the proposed construction schedule.
3. Date of completion.

In addition to the above, the Contractor shall notify all affected parties if work is to begin on new portions of the project as work proceeds, especially if the work involves changes to the traffic control system.

A copy of this notification shall be approved by the City Engineer prior to its distribution.

Personal vehicles of the contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

When entering or leaving roadways carrying public traffic, the contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

SP1-7.13 SOUND CONTROL REQUIREMENTS — If work is permitted for evening and weekends and holidays, the noise level from the contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 db at a distance of fifty (50') feet. This requirement in no way relieves the contractor from the responsibility for complying with local ordinances regulating noise level. All other times, noise level shall be in compliance with standards.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

The contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

SP-1-7.14 LAWS TO BE OBSERVED — The contractor shall keep himself fully informed of Stated and National laws and County and City ordinances and regulations which in any manner affect those employed in the work or the materials used for the work or in any way affect the conduct of work. Attention is directed to Section 7.13 of the Standard Specifications as amended in Section 9 of the General Provisions.

SP-1-7.15 ADVANCE NOTIFICATION — It shall be the contractor's responsibility to determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. A minimum of forty-eight (48) hours advance notice shall be given to the various agencies before beginning construction in the area, unless specific advance times and requirements are stated in these detailed specifications or required by the agency.

The following entities shall be notified at least seventy-two (72) hours in advance of any street closure or restriction to access by the contractor. Coordination of established service schedules will be available to the contractor at the preconstruction meeting.

Southern California Edison Company	(909) 925-5999
Southern California Gas Company	(800) 662-9777
City of Perris Water Department	(909) 657-3280
Eastern Municipal Water District	(909) 928-3777
Verizon	(800) 483-5000
Time Warner Cable	(888) 892-2293
Paragon Communications	(714) 379-3376

Any others that are determined by the City Engineer, as necessary to be notified.

SP-1-7.16 EXPOSURE OF UTILITIES IN ADVANCE OF WORK — It shall be the contractor's responsibility to determine the true location and depth of all utilities and service connections which may be affected by or affect the work. He shall also determine what type, material, and condition of these utilities.

SP-1-7.17 - INTERPRETATION OF DRAWINGS AND CONTRACT DOCUMENTS — If any person contemplating to submit a bid for the proposed work is in doubt as to the correct and true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the City, a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the document in question will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered to the aforesaid person as well as the other prospective bidders as specified in the bid documents. THE CITY WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE PLANS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS.

PART II — STANDARDS CONSTRUCTION DETAILS

SP-2-1.00 SCOPE OF WORK — The Contractor shall furnish, in accordance with the specifications and drawings, all plant, labor, equipment and materials required for completion of the City of Perris, **Foss Field Tennis Court Improvements**

SP-2-2.00 DRAWINGS — Contract drawings applicable to the work to be performed under the contract are the drawings prepared by Community Works Design Group.

SP-2-3.00 SITE OF THE WORK — Site of the work is in the City of Perris within County of Riverside, California, 101 N D Street, Perris, CA 92570.

SP-2-4.00 TIME OF COMPLETION — The work shall be completed within **Forty Five (45)** calendar days in accordance with the schedule provided in Notice Inviting Bids from expected construction start date of September 12, 2022. The time stated for completion includes final cleanup and any testing required. Additional days will be given for days classified as "rain days" by the Director of Community Services.

SP-2-5.00 LIQUIDATED DAMAGES — As defined in Section 6-9 of the Standard Specifications, the amount fixed for liquidated damages for delay in completion is \$500.00 per calendar day for each and every day over the time of completion in excess of the time specified for completion, plus any authorized time extensions.

SP-2-6.00 INSURANCE — The Contractor shall, as provided in Paragraph 6 of the General Provisions maintain public liability, vehicle liability and property damage insurance, and bodily injury insurance per Section 7-3 of the Standard Specifications and as shown in this specification.

SP-2-7.00 PRECONSTRUCTION CONFERENCE — The Contractor to whom the contract is awarded shall attend a preconstruction conference at a location and time set by the City Engineer or the Director of Community Services.

SP-2-8.00 CONSTRUCTION MEETINGS — Construction meetings will be held at the jobsite as required and as requested by the Contractor or the Director of Community Services to coordinate and discuss construction activities. Details regarding jobsite meetings will be arranged at the preconstruction conference.

SP-2-9.00 STANDARD SPECIFICATIONS — Specifications for work shall follow in order of:

Bid Specification Package Standard Specifications
Public Works Construction Manual Eastern Municipal Water District Elsinore Municipal Water District

References made to Standard Specifications shall mean the latest edition of the California Standard Specifications together with supplements, as published by the California Department of Transportation. Provisions for measurement and payment will not apply. In case of conflicts between plans, specifications and the above standards, the most stringent in the opinion of the Director of Community Services shall apply.

SP-2-10.00 SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR

The successful Contractor will be responsible for reproducing all specifications and drawings. At the Contractor's request copies of specifications and drawings will be furnished by the City at reproduction cost

SP-2-11.00 SITE INSPECTION AND VERIFICATION OF EXISTING CONDITIONS

It shall be the Contractor's responsibility to make all examinations, and field studies necessary, both surface and sub-surface, to determine the character of materials and geologic and soils conditions that will be encountered in the work and to fully determine all existing conditions affecting the project and all related cost factors.

SP-2-12.00 SAFETY — In compliance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the jobsite, 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.

When performing underground work, Contractor shall call Underground Service Alert, (800) 227- 2600, the one-call underground facility locating service, two working days prior to beginning work on the project. All underground facilities marked in response to the locating phone call shall be hand- dug and exposed prior to any use of power equipment for excavation. If there is any substantial discrepancy between the field locations of underground facilities and those locations shown on the plans, the Contractor shall notify the Engineer prior to making an excavation.

SP-2-13.00 PROTECTION OF EXISTING FACILITIES — During the installation of work, Contractor shall insure that existing facilities, fences and other structures are all adequately protected, unless otherwise stated in the plans or specifications, and that, upon completion of all work, all facilities that may have been damaged are restored to a condition acceptable to the Owner, and no error or omission on said plans shall be construed to relieve the Contractor from the responsibility of protecting any such pipe, conduit or other existing utility structure, fence or structure.

SP-2-14.00 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK —

The bidder shall examine carefully the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid proposal, plans and specifications.

When deemed necessary by the Director of Community Services, revisions of the contract drawings and additional detailed drawings will be issued to the Contractor during the progress of the work.

The Contractor shall inform the Director of Community Services a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and then the necessary measurements for records and payments may be made with minimum inconvenience.

SP-2-15.00 COMPLIANCE WITH REGULATIONS — The Contractor shall familiarize himself and comply with all applicable Federal, State, County and City and Special District rules and regulations pertaining to the job and jobsite safety.

SP-2-16.00 POWER AND WATER SUPPLY — The Contractor shall provide, at his own expense, all necessary power and water required for his operations under the contract. The Contractor shall provide and maintain in good order such modern power equipment as shall be adequate in the opinion of the Director of Community Services to perform in a safe and satisfactory manner the work required by the contract.

It is a misdemeanor to use water from any Public Fire Hydrant without authorization.

SP-2-17.00 DUST ABATEMENT — The Contractor shall furnish all labor, equipment and means required and shall carry out protective measures wherever and as often as necessary in the opinion of the Engineer to prevent his operations from producing dust in amounts damaging to property or causing nuisance. The Contractor shall be responsible for any damage resulting from dust originating from his operations. The dust abatement measures shall be continued until all required resurfacing is completed or until the Contractor has completed arrangements with the proper authorities whereby he is relieved of further responsibility. Such arrangements shall be approved by the Director of Community Services prior to their completion. Unless otherwise provided full compensation for dust abatement as described shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-2-18.00 COOPERATION BETWEEN CONTRACTORS — The Contractor shall be required to cooperate fully with all utility and public agency representatives engaged in construction, relocation, altering or otherwise re-arranging any facilities interfering with the progress of the work. Full compensation for any delay or inconvenience to the Contractor's operation due to such operations as described above shall be considered included in the unit price paid for other items of work and no additional allowance will be made therefore.

SP-2-19.00 DAILY CLEANUP AND ACCESS — At the completion of work each day, the Contractor shall leave the work area in a clean, safe condition. Access to all adjacent properties and driveways and intersections shall be maintained at all times.

SP-2-20.00 FINAL CLEANUP — After completion of all other work on the project, and before making application for acceptance of the work, the Contractor shall clean the site of his operations, including any areas under the control of the City that have been used by the Contractor in connection with the work.

SP-2-21.00 MAINTENANCE AND GUARANTEE — As specified in Paragraph 10.3 of the General Provisions, the Contractor shall guarantee the work constructed by him for a period of one year following date of acceptance by the Owner.

SP-2-22.00 PROTECTION OF THE PUBLIC — The following minimum restrictions shall be maintained by the Contractor in the conduct of his work:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, or from the failure of partially completed work or partially removed facilities. Conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this

Contract.

Whenever, in the opinion of the Director of Community Services, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Director of Community Services, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this Contract, the Director of Community Services will order the Contractor to provide a remedy for the unsafe conditions.

If the Contractor fails to act on the situation within a reasonable time period, the Director of Community Services may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the Director of Community Services, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SP-2-23.00 TRAFFIC CONTROL (PUBLIC CONVENIENCE AND SAFETY) STREET CLOSURES, DETOURS, BARRICADES — The Contractor shall comply with all applicable State, County and City requirements for work in the public right-of-way. The Contractor shall provide and maintain barriers, guards, lights, signs, temporary bridges, pilot cars, arrow boards, message boards, flag persons and watch persons, advising the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs and warning devices. All work shall be accomplished in accordance with the requirements specified in Subsection 7-10 of the Standard Specifications for "Public Works Construction" latest edition. In addition, traffic control shall be provided in accordance with the State of California's "Traffic Manual", latest edition and plans.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City Engineer or his representative may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his expense. Should the City Engineer or his representative point out the inadequacy of warning and protective measures, such action on the part of the City Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

Thru traffic may be detoured and adequate signs posted. Local traffic (2-ways) and access to existing driveways shall be maintained at all times.

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A traffic control plan has not been provided. The Contractor shall place "No Parking Anytime" signs 48 hours prior to construction at locations approved by the City

Engineer, said signs shall be of the size and type specified by the City Engineer. The Contractor is also responsible for notifying all affected businesses and residents of his scheduled work.

Unless provided, otherwise full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

HOURS OF WORK — Except where otherwise noted, all work shall normally be performed between the hours of 8:00 a.m. and 5:00 p.m. on Monday thru Friday except holidays. The Contractor shall obtain the approval of the City Engineer if he desires to work outside of the hours stated herein. The Contractor shall reimburse the City for any inspection and material testing outside of the City's normal working hours at the rate of \$85.00 per hour.

SP-2-24.00 CONTRACTOR'S RESPONSIBILITY — The Contractor shall be responsible to adhere to these specifications as closely as possible. It is the Contractor's responsibility to confer with the City Engineer and to get a written agreement as to the necessary changes prior to performing any work that is not in conformance with these specifications or the contract drawings.

SP-2-25.00 CONSTRUCTION AND ENCROACHMENT PERMITS — The Contractor and his subs shall procure all permits and business licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any costs for these fees and/or permits shall be included in the prices paid for the various contract items of work listed in the Bid Form except where specified otherwise.

It is the responsibility of the Contractor to contact the applicable agencies and make himself knowledgeable and responsible to all of their requirements. The Contractor shall, at no additional cost to the City, construct the work in strict accordance with all agencies.

SP-2-26.00 DIRT/GRINDING EXPORT — The Contractor shall be responsible for the removal of all excess dirt, grinding or unsuitable materials, if any, created by the construction of the project. The cost for this shall be considered in the various bid items if not specified.

SP-2-27.00 DIRT/MATERIAL IMPORT — The Contractor shall be responsible for the import of any dirt or materials, if required, for the construction of the proposed project. The cost for obtaining, hauling and placement of any material, if not indicated, shall be considered in the various bid items.

SP-2-28.00 COMPACTION — All fill, sub-base, base, under pavement, curb, gutter, and sidewalks to be compacted in place to 95% relative compaction except where specified otherwise. The earthwork will be tested for compliance by a Registered Soils Engineer, as designated by the City at Contractor's expense. Any retesting by the Soils Engineer due to failure to achieve minimum compaction will be paid for by the Contractor.

SP-17

SP-2-29.00 CONSTRUCTION DETOUR AND TRAFFIC CONTROL — Two way

access to residents and business shall be maintained at all times during construction. The Contractor shall provide all signage, barricades, flaggers and warning devices necessary to adequately protect the public, through traffic and the Contractor's workers and equipment. A traffic control plan has not been provided. Contractor shall be responsible for this work. Also refer to NIB- 5, Item #30.

SP-2-30.00 CONSTRUCTION SURVEY STAKING — The Contractor will be responsible to supply construction staking and re-staking. Any costs for construction survey staking shall be included in the prices listed in the Bid Form except where specified otherwise.

SP-2-32.00 MOBILIZATION — Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site. The cost of mobilization shall be included in the lump sum bid price of mobilization and shall include re-mobilization for different stages of work necessary to complete the project.
Mobilization cost cannot exceed 5% of total bid price.

SP-2-33.00 CONSTRUCTION MATERIALS AND METHODS:

GENERAL - Contractor shall contact the affected utility companies for information regarding identification, location, and depth of underground utilities.

PRESERVATION OF PROPERTY - Existing improvements in areas adjoining the property whereon demolition and removal is being performed shall be protected from damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In like manner any building, structure, tree, shrub, or other item not designated for removal on the property where demolition and removal is being performed shall be similarly protected and preserved.

DUST CONTROL - The Contractor shall provide such dust laying equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by his operations, and failure to control such dust shall be cause for the Engineer to stop the work until said dust is controlled, and the Contractor shall have no recourse to collect from the Town for any loss of time or expense sustained by him due to such suspension of work.

SELECTED MATERIALS - Existing materials excavated within the project limits that meet the specifications for trench backfill, topsoil, or other selected materials may be used to fulfill all or a portion of the requirements for such materials. No additional compensation will be allowed for excavation, stockpiling, overhaul, or placing selected materials encountered in the excavation unless otherwise noted. All work shall meet with the requirement of Soil's Engineer.

SURPLUS MATERIALS - The Contractor shall furnish written consent from the owner of the property where it is intended to dispose of the surplus material, unless requested by City. Surplus excavation shall become the property of the Contractor.

SP-18

FURNISHING AND APPLYING WATER - Furnishing and applying water shall be considered as included in the bid price paid for the various contract items of work requiring such

water and no additional compensation will be made therefore.

SP-2-34.00 FEDERAL LOBBYING RESTRICTIONS – Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completion disclosure form as part of the bid documents.

A certificate for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form – LLL, “Disclosure of Lobbying Activities”, with instructions for completion of the Standard Form is also included in the Proposal. Signing the proposal shall constitute signature of the Certification.

The above-reference certification and disclosure of lobbying activities shall be included in each sub-contract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

SP-2-35.00 DISADVANTAGED BUSINESS – This project is partially federally funded, and the Contractor is encouraged to comply with Part 23, Title 49, Code of Federal Regulations entitled “Participation By Minority Business Enterprise in Department of Transportation Programs”. The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

(a) A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;

A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to meet the DBE goal through subcontracting or material purchases or make good faith effort to do so;

- (b) A DBE may participate as a subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;
- (c) A DBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DBE joint venture must submit either Schedule B of the Regulations or California Department of Transportation Office of Civil Rights form entitled "Minority/Disadvantaged/Women Business Enterprise Joint Venture";
- (d) A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- (e) DBE's must be certified by California Unified Certification program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
1. The Caltran's "Civil Rights" web site at:
<http://www.dot.ca.gov/hq/bep>.
 2. The Caltran's DBE Directory. This directory may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone (916) 445-3520.
- (f) When reporting, DBE participation, bidders may count the cost of materials or supplies purchased from DBEs as follows:
1. If the materials or supplies are obtained from A DBE manufacturer, 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 2. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an

established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such building items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business as provided in this paragraph F.1., if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract- by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.

3. If the DBE is neither a manufacturer nor a regular dealer, county only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

(g) When reporting DBE participation, bidders may count the participation of DEB trucking companies as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm including an owner- operator, who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total values of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it received as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE:
6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

SP-21

(i) Bidders are encouraged to use services offered by financial institutions owned and controlled by DBE's.

SP-2-36-00 DBE VOLUNTARY GOAL FOR THIS PROJECT – The City has established the following goal for disadvantaged businesses (DBE) participation for this project.

Disadvantaged Business (DBE) 7.56%

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to assure meeting the goal for DBE participation.

Bidders are encouraged to utilize the services of Caltrans and/or specialized organizations to contact interested DBEs.

SP-2-37.00 DBE RECORDS – The Contractor shall maintain records of all subcontracts entered with certified DBE subcontractor and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on Form HC-43 and certified correct by the Contractor or his authorized representative, and shall be furnished to the Engineer.

SP-2-38.00 SUBCONTRACTING – Attention is directed to the provisions in Section 2-3, Subcontracts, or the Standard Specifications, and SP-3, "Submission of DBE Information, Award, and Execution of Contract", elsewhere in these special provisions and these special provisions.

The requirement in Section 2-3.2 of the Standard Specifications that the Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original contract price is not changed by the Federal Aid requirement that the Contractor perform not less than 30 percent of the original contract work with his own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of the Standard Specifications of the California Department of Transportation. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

The DBE information furnished under ST-3-1.01, "DBE Information", of these standard provisions is in addition to the subcontractor information required to be furnished under said Section 2-3, "Subcontracts" of the standard provisions.

In accordance with the Federal MBE regulations ^{SP-22}Section 23.45(f) (2) Part 23, Title 49 CFR:

(1) No substitution of a DBE subcontractor shall be made at any time without the

written consent of the Department, and

- (2) If a DBE subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor.
- (3) The requirement in ST 2-35.00, "Disadvantaged Business", of these standard provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

SP-2-39.00 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS –

The DBEs listed by the Contractor in response to the requirements in the section of these special provisions entitled "Submission of DBE Information, Award, and Execution of Contract", which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials for other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- (1) The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- (2) The listed DBE becomes bankrupt or insolvent.
- (3) The listed DBE fails or refuses to perform his subcontract or furnish the listed materials.
- (4) The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- (5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- (6) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forced (including those of the Contractor) pursuant to prior written authorization of the Engineer.

If a trucking broker, who is not a DBE but was listed for DBE credit in the Contractor's DBE information, fails to pay at least 20 percent to the DBEs listed on the broker's "certified roster", the broker will no longer be eligible for DBE credit for one year.

SP-23

If a DBE trucking broker was listed for DBE credit in the Contractor's DBE information on the basis of the broker's signed agreements with DBE truckers that the trucking will be

performed by certified DBE truckers and if all the revenue paid by the broker is not paid to the DBEs listed on the broker's "certified roster", the broker will no longer be eligible for 100 percent DBE credit for one year.

The Contractor shall include the above information in the agreements made with trucking brokers so that brokers will be aware that they may become ineligible for DBE credit.

The Contractor shall submit monthly documentation to the Engineer that shows the amount paid to DBE truckers under trucking brokers listed in the Contractor's DBE information. The records must confirm that no less than 20 percent was paid to DBE truckers by brokers who are not DBEs and that all the revenue paid by DBE brokers was paid to DBE truckers if the Contractor indicated in the DBE information that the broker had signed agreements with DBE truckers that the trucking will be performed by DBE truckers.

PART III – SUBMISSION OF DBE INFORMATION, AWARD, AND EXECUTION OF CONTRACT

SP-3-1.01 GENERAL – The bidder's attention is directed to the provisions in Section 2, "Award and Execution of Contract", of the Standard Specifications and these special provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

The required DBE information shall be submitted on the "DBE INFORMATION" form.

It is the bidder's responsibility to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so.

SP-3-1.01A DBE INFORMATION – If DBE information is not submitted with the bid, the apparent successful bidder (low bidder) and the second low bidder shall submit DBE information to the Department no later than close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

DBE information sent by certified mail and postmarked on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after said fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal non-responsible. Other bidders need not submit DBE information unless requested to do so by the Department. When such request is made, the DBE information of such bidders shall be submitted so the information is received by the Department no later than close of business on the third day, not including Saturdays, Sundays and legal holidays, after said notification, unless a later time is authorized by the Department.

SP-24

The bidders DBE information shall establish that the DBE goal will be met or that a good faith effort to meet the goal has been made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The information to show that the DBE goal will be met shall include the names of DBEs to be used, with a complete description of work or supplies to be provided by each and the dollar value of each such DBE transaction. When 100 percent of the contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of said work to be performed

or furnished by that DBE shall be included in the DBE information, including the planned location of said work. (Note: DBE subcontractors to whom the bidder proposes to subcontract portion of the work in an amount in excess of ½ of one percent of his total bid or \$10,000, whichever is greater, must have been named in the bid. – See section entitled “Required Listing of Proposed Subcontractors” in Section 2 of these Standard Specifications).

The information necessary to establish the bidder’s good faith efforts to meet the DBE goal may include:

- (1) The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for DBE participation for this project was placed by the bidder.
- (2) The names and dates of notices of all certified DBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- (3) The items of work for which the bidder requested sub bids or materials to be supplied by DBEs, the information furnished interested DBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate DBE participation. Where there are DBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for DBEs to bid on.
- (4) The names of DBEs who submitted bids for any of the work indicated in (3) above which were not accepted, a summary of the bidder’s discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder’s choice. If the reason for rejecting a DBE bid was price, give the price bid by the rejected DBE and the price bid by the selected subcontractor or supplier. Since the utilization of available DBEs is expected, only significant price differences will be considered as cause for rejecting such DBE bids.
- (5) Assistance that the bidder has extended to DBE’s identified in (4) above to remedy the deficiency in their sub-bids.

- (6) Any additional data to support a demonstration of good faith effort, such as contacts with DBE assistance agencies

SP-2-35.00 AWARD OF CONTRACT – The award of contract, if it be awarded, will be to the total lowest responsible bidder whose proposal complies with all the requirements prescribed.

PART IV CONSTRUCTION – MATERIALS, METHODS, SPECIFICATIONS, AND PAYMENT REQUIREMENTS

(7) SECTION 01600 - PRODUCTS AND MATERIALS

(8)
(9) I. GENERAL

(10) The provisions of the Standard Specifications for Public Works Construction (green Book), latest adopted edition, apply except as modified herein.

(11)
(12) A. Work Included:

(13) Transportation and storage.
Products list.

(14) "Or equal" and reference to trade names.
Contractor's options.
Substitutions.

(15)
(16)
(17) B. Related Requirements Specified Elsewhere:

(18)
(19) Schedule of Values: Section 01700.
(20) Shop Drawings, Project Data and Samples: Section 01340. Testing:
Section 01410.
(21) Inspection: Section 01420.

(22)
(23) II. HANDLING

(24)
(25) A. Transportation and Storage:

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

(27)
(28) III. PRODUCTS LIST

(29)
(30) Within 30 days after award of Contract, submit to Engineer five (5) copies of complete list of all products which are proposed for installation.

(31)
(32) Tabulate list by each specification section. For products specified under reference standards, include with listing of each product:

(33) Name and address of manufacturer; Trade name;

(34) Model or catalog designation;
Manufacturer's data:

(35) Performance and test data Reference standards

(36)
(37) IV. "OR EQUAL" AND REFERENCE TO TRADE NAMES

(38)
(39) Whenever in the specifications any material or process is indicated or specified by patent or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material or process desired and shall be deemed to be followed by the words "or equivalent". However, if the material, process, or article offered by the Contractor is not, in the opinion of the Engineer, equal to that specified, then the Contractor must furnish the material, process or article specified, or one which in the opinion of the Agency Representative is the equal thereof in all essential characteristics.

(40)

(41)

If the Agency Representative shall decide to accept for use in the project a material which is not the equal of that specified, authority for the substitution shall be made in the manner

(42)

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(45)

01600 - Products and Materials

(46) described for "Extra Work and Changes", with appropriate monetary allowance for the difference in value.

(47)

(48) V. CONTRACTOR'S OPTIONS

(49)

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

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

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

(53)

(54) VI. SUBSTITUTIONS

(55)

(56) A. General:

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

(58)

(59) B. Submittal:

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

(62)

(63) For products:

(64) Product identification, including manufacturer's name and address. Manufacturer's literature:

(65) Product description

(66) Performance and test data

Reference standards

Samples.

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

(68) For construction methods:

(69) Detailed description of proposed method. Drawings illustrating methods.

(70)

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

(72)

(73) Relation to separate contracts.

(74)

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

(76)

(77) C. Contractor Warrants:

(78)

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

(80)

(81)

(82) 2

(83) 01600 - Products and Materials

- (84) It will provide the same guarantee for substitution as for product or method specified.
- (85)
- (86) It will coordinate installation of accepted substitution into work, making such changes as may be required for work to be complete in all respects.
- (87)
- (88) It waives all claims for additional costs related to substitution which consequently becomes apparent.
- (89)
- (90) Cost data is complete and includes all related costs under its contract, but excludes:
- (91)
- (92) Costs under separate contracts.
- (93) Landscape Architect's re-design.
- (94)
- (95) D. Limitations:
- (96)
- (97) Substitutions will not be considered if:
- (98)
- (99) They are indicated or implied on shop drawings or project data submittals without formal request submitted within 30 calendar days of award;
- (100)
- (101) Acceptance will require substantial revision of Contract Documents.
- (102)
- (103) Delays in delivery of specified materials will not be considered justification for substitutions.
- (104)
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- (141) 3
- (142) 01600 - Products and Materials

(143) SECTION 01700 - PROJECT CLOSEOUT

(144)

(145) The provisions of the Standard Specifications for Public Works Construction (Green Book), latest adopted edition, apply except as modified herein.

(146)

(147) 1. NOTICE

(148)

(149) At least five (5) working days notice shall be required for final inspection; such notices shall be given to the City Representative.

(150)

(151) II. REMOVAL OF PLANT AND CLEAN-UP

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

(153)

(154) III. DAMAGE

(155) Damage to existing utilities, trees, pavements or other property caused by the Contractor

(156) shall be restored to original condition or better at the Contractor's expense, prior to final inspection.

(157)

(158) IV. GUARANTEES

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

(160)

(161) V. RECORD DOCUMENTS

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

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(180) END OF SECTION

(181)

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(188) 1

(189) 01700 - Project Closeout

(190) SECTION 01720 - PROJECT RECORD DOCUMENTS

(191)
(192) I. GENERAL

(193) The provisions of the Standard Specifications for Public Works Construction (Green Book), latest adopted edition, apply except as modified herein.

(194)
(195) A. Related Requirements Specified Elsewhere:

(196)
(197) Project Meetings: Section 01200.
(198) Construction Schedules: Section 01310.
(199) Shop Drawings, Project Data, and Samples: Section 01340. Products
and Materials: Section 01600.
(200) Project Closeout: Section 01700.

(201)
(202) II. MAINTENANCE OF DOCUMENTS

(203)
(204) Maintain at job site, one copy of:

(205)
(206) Contract Drawings;
(207) Specifications

;
Addenda;
(208) Reviewed Shop
Drawings; Change
Orders;

(209) Other Modifications to Contract;
Field Test Records;

(210) Construction
Schedules;
"As-Built" Drawings.

(211) A. Storage:

(212)
(213) Maintain documents in clean, dry, legible condition.

(214)
(215) B. Use and Availability:

(216)
(217) Not for construction purposes.
(218) Available at all times for inspection by Engineer.

(219)
(220) III. RECORDING

(221)
(222) A. General:

(223)
(224) Provide red ballpoint pen for all marking.
(225) Label each document "PROJECT RECORD" in large, printed letters. Keep
record documents current.

(226) Do not permanently conceal any work until required information has been recorded.

(227) These drawings shall be up-to-date and so certified by the Project Inspector at each progress
payment request submittal.

(228) B. Marking:

(229) Contract Drawings. Legibly mark to record actual construction:

(230)
(231) Depths of various elements of foundation in relation to finish floor elevation;
(232) Horizontal and vertical location of underground utilities and appurtenances referenced to permanent
surface improvements;

(233) Location of internal utilities and appurtenances concealed in construction referenced to visible
and accessible features of structure;

(234)
(235) 1
(236) 01720 - Project Record Documents

- (237) Field changes of dimension and detail;
- (238) Changes made by Change Order or Field Order;
Details not on original contract drawings.
- (239) Specifications and Addenda. Legibly mark up each section to record:
- (240) Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed;
- (241) Changes made by Change Order or Field Order;
Other matters not originally specified.
- (242) Shop Drawings. Maintain as record documents; legibly annotate drawings to record changes made after review.
- (243) "As-Built" Drawings. Agency will furnish the Contractor with one set of ozalid transparencies and one set of blue line prints showing all work required for the use of the Contractor as "as-built" drawings. The Contractor shall clearly mark on each set as specified above.

(244)

(245) IV. SUBMITTAL

- (246) At completion of project, deliver record documents to Engineer. Accompany submittal with transmittal letter, in duplicate, containing:
- (247)
- (248) Date;
- (249) Project title and number;
- (250) Contractor's name and address;
- (251) Title and number of each record document;
- (252) Certification that each document as submitted is complete and accurate;
Signature of Contractor or its authorized representative.
- (253) NOTE: Prior to final payment, Contractor shall submit all Record Documents for review, correct all deficiencies, obtain required approvals, and deliver all approved Record Documents to the Engineer.

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(274) END OF SECTION

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(281) 01720 - Project Record Documents

(282) SECTION 02100 - SITE PREPARATION

(283)

(284) I. GENERAL

(285) The provisions of the Standard Specifications for Public Works Construction, Section 300, latest adopted edition, apply except as modified herein.

(286)

(287) A. Scope:

(288)

(289) Protection of all improvements to remain.

(290) Protection of all light poles, fire hydrants, and other utilities to remain. Protection of trees indicated on drawings to remain.

(291) Clearing and grubbing of the site of work.

(292) Removal and disposal of all deleterious materials.

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

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

(295) (1) All structures, appurtenances, footings and improvements.

(296) (2) All concrete as shown and/or as needed for grading operations and other improvements.

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

(299) Electrical removals.

(300) Special handling and disposal of any hazardous materials (including asbestos & lead) (See Appendix 4).

(301)

(302) B. Related Work Specified Elsewhere:

(303)

(304) Earthwork and grading: Section 02200.

(305) Landscape work: See Landscape Drawings.

Electrical work: Section 16010.

(306) Irrigation systems: See Irrigation Drawings.

(307)

(308) C. Acceptance of Site:

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

(310)

(311) D. Responsibility and Coordination:

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

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

(314)

(315) E. Protection and Safety:

(316) Conform to all requirements of CAL OSHA "Construction Safety Orders" of the State of California Division of Industrial Safety, and applicable ordinances of the County of Orange and City of Fullerton.

(317)

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

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

(327)

(328)

(329) F. Salvage Materials:

(330)

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

(333)

(334) II. EXECUTION

(335)

(336) A. General Removal Work:

(337)

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

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

(340)

(341) B. Site Clearance and Disposal:

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

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

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

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

(346)

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

(348)

(349) C. Utilities:

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

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

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

(353)

(354) D. Debris Burning:

(355)

(356) Burning of debris will not be permitted in any circumstances

(357)

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(366) E. Sawcut Paving:

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

(368)

(369) F. Special Handling and Disposal of Any Toxic Wastes:

(370)

(371) Existing improvements are to be demolished on the project. Refer to Appendix 4 for the lead and asbestos report obtained by the city. Contractor shall be responsible for all abatement as indicated in the report.

(372)

(373) G. Turf Eradication:

(374)

(375) Existing turf shall be killed and removed with the following procedure:

(376)

(377) Apply Roundup herbicide to areas as per manufacturer's recommendations. Do not water for two days.

(378) Wait for next seven days.

(379) Apply second application Roundup herbicide.

(380) Do not water field after the second application.

(381) Wait seven days and rotorill to depth of six to eight inches, with soil amendments as per planting specifications.

(382) Finish grading shall be as per specifications (Section 02200).

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(423) SECTION 02110 - SITE CLEARING

(424)

(425)

(426) PART 1 - GENERAL

(427)

(428) 1. RELATED DOCUMENTS

(429)

(430) A. Drawings and general provisions of the Contract, including General Conditions
(431) and Division 01 Specifications Sections, apply to this Section.

(432)

(433) B. Erosion Control Plans and Storm Water Pollution Control Plan (SWPPP).

(434)

(435) 2. SUMMARY

(436)

(437) A. This Section includes the following:

(438)

(439)

(440) B. Removing existing trees, shrubs, groundcovers, plants and grass within the
(441) limits of grading indicated.

(442)

(443) C. Remove riprap and dirt stockpiles as indicated on the Drawings.

(444)

(445) D. Clearing and grubbing.

(446)

(447) E. Stripping and stockpiling topsoil.

(448)

(449) F. Temporary erosion and sedimentation control measures.

(450)

(451) G. Related Sections include the following:

(452) i. Division 02 Section "Demolition for Remodeling" of existing structures
(453) and site features.

(454)

(455) ii. Division 31 for soil materials, excavating, backfilling, and site
(456) grading.

(457)

(458) 3. SUBMITTALS

(459)

(460) A. Photographs or videotape, sufficiently detailed, of existing conditions of trees
(461) and plantings, adjoining construction, and site improvements that might be misconstrued as
damage caused by site clearing.

(462)

(463) B. Record drawings, according to Division 01 identifying and accurately locating
(464) capped utilities and other subsurface structural, electrical, and other utility
conditions.

(465)

(466) 4. PROJECT CONDITIONS

(467)

(468) A. Traffic: Minimize interference with adjoining roads, streets, walks, and other
(469) adjacent occupied or used facilities during site-clearing operations.

(470)

(471) i. Do not close or obstruct streets, walks, or other adjacent occupied or
(472) used facilities without permission from Owner and authorities having jurisdiction.

(473)

(474) ii. Provide alternate routes around closed or obstructed traffic ways if
(475) required by authorities having jurisdiction.

(476)

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(482) B. Utility Locator Service: Notify utility locator service for area where Project
(483) is located before site clearing.
(484)

(485) C. Do not commence site clearing operations until temporary erosion and
(486) sedimentation control measures are in place.
(487)

(488) PART 2 - PRODUCTS
(489)

(490) Not Used.
(491)

(492) PART 3 - EXECUTION
(493)

(494) 1. PREPARATION
(495)

(496) A. Locate and clearly flag trees and vegetation to remain or to be relocated.
(497)

(498) B. Locate and clearly flag trees and vegetation to remain or to be relocated.
(499)

(500) C. Protect existing site improvements to remain from damage during construction.
(501)

(502) D. Restore or replace damaged improvements to their original condition, as
(503) acceptable to Owner.
(504)

(505) E. Protect and maintain benchmarks and survey control points from disturbance
(506) during construction.
(507)

(508) 2. TEMPORARY EROSION AND SEDIMENTATION CONTROL
(509)

(510) A. Provide temporary erosion and sedimentation control measures to prevent soil
(511) erosion and discharge of soil-bearing water runoff or airborne dust to adjacent
properties and walkways, according to requirements of authorities having
jurisdiction.

(512) B. Inspect, repair, and maintain erosion and sedimentation control measures during
(513) construction until notice of completion is issued by the Owner and received by the Contractor.
(514)
(515)

(516) C. Remove erosion and sedimentation controls and restore and stabilize areas
(517) disturbed during removal, as directed by the Owner.
(518)

(519) D. Refer to Erosion Control Plans and Project SWPPP, if required or provided.
(520)

(521) 3. TREE PROTECTION
(522)

(523) A. Erect and maintain temporary fencing around tree protection zones before
(524) starting site clearing. Remove fence when construction is complete.
(525)

(526) i. Do not store construction materials, debris, or excavated material
(527) within fenced area.
(528)

(529) ii. Do not permit vehicles, equipment, or foot traffic within fenced area.
(530)

(531) ii. Maintain fenced area free of weeds and trash.
(532)

(533) B. Do not excavate within tree protection zones, unless otherwise indicated.
(534)
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- (541) C. Where excavation for new construction is required within tree protection zones,
(542) hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks,
(543) comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
- (544) i. Cover exposed roots with burlap and water regularly.
(545)
(546) ii. Temporarily support and protect roots from damage until they are
(547) permanently redirected and covered with soil.
(548)
(549) iii Coat cut faces of roots more than 1-1/2 inches in diameter with an
(550) emulsified asphalt or other approved coating formulated for use on
(551) damaged plant tissues.
(552)
(553) iv Backfill with soil as soon as possible.
(554)
- (555) D Repair or replace trees and vegetation indicated to remain that are damaged by
(556) construction operations, in a manner approved by the Owner.
(557)
- (558) i. Employ an arborist, licensed in jurisdiction where Project is located,
(559) to submit details of proposed repairs and to repair damage to trees and
shrubs.
- (560) ii. Replace trees that cannot be repaired and restored to full-growth
(561) status, as determined by Architect.
(562)
- (563) 4. UTILITIES
- (564) A. Existing Utilities: Do not interrupt utilities serving facilities occupied by
(565) Owner or others unless permitted under the following conditions and then only
after arranging to provide temporary utility services according to requirements
indicated:
- (566)
- (567) i. Notify Owner not less than two days in advance of proposed utility
(568) interruptions.
(569)
- (570) ii. Do not proceed with utility interruptions without Owner's written
(571) permission.
(572)
- (573) B. Excavate for and remove underground utilities indicated to be removed.
(574)
- (575) 5. CLEARING AND GRUBBING
(576)
- (577) A. Remove obstructions, trees, shrubs, grass, and other vegetation within the
(578) limits of grading indicated.
(579)
- (580) i. Do not remove trees, shrubs, and other vegetation indicated to remain or
(581) to be relocated.
(582)
- (583) ii. Cut minor roots and branches of trees indicated to remain in a clean and
(584) careful manner where such roots and branches obstruct installation of new construction.
(585)
- (586) iii. Grind stumps and remove roots, obstructions, and debris extending to a
(587) depth of 18 inches below exposed subgrade.
(588)
- (589) iv. Use only hand methods for grubbing within tree protection zone.
(590)
- (591) B. Remove existing riprap and dirt stockpiles indicated on the drawings.
(592)
- (593)
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(597) C. Fill depressions caused by clearing and grubbing operations with satisfactory
(598) soil material unless further excavation or earthwork is indicated, or as otherwise directed
by the Owner.

(599) i. Place fill material in horizontal layers not exceeding a loose depth of
(600) 8 inches loose thickness, and compact each layer to a density equal to adjacent original ground,
or as directed by the Owner.

(601)

(602) 6. SITE IMPROVEMENTS

(603)

(604) A. Remove existing above- and below-grade improvements as indicated and as
(605) necessary to facilitate new construction.

(606)

(607) 7. DISPOSAL

(608)

(609) A. Disposal: Remove surplus soil material, stockpiled materials unsuitable topsoil,
(610) obstructions, cleared and grubbed materials, and waste materials including trash and debris, and
legally dispose of them off Owner's property.

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(614) END OF SECTION

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(654) SECTION 02200 - EARTHWORK AND GRADING

(655)

(656) I. GENERAL

(657) The provisions of Standard Specifications for Public Works Construction, latest adopted edition, Sections 300 and 301, apply except as modified herein.

(658)

(659) A. Scope of Work:

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

(661) Finish grading of the site.

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

Stockpiling and placing topsoil.

(663) Soil compaction as required.

(664) Soil testing as required.

(665) Protective measures.

(666) Dust and noise abatement.

(667) Engineered fill under structures.

Obtaining construction water.

(668) B. Related Work Specified Elsewhere:

(669) Removal and Demolition Work: Section 02100.

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

(671) Surveying (Special Conditions)

(672) Landscape Planting: Section 02900.

(673)

(674) C. Testing:

(675)

(676) No soil testing is required for this project.

(677)

(678) D. Water:

(679)

(680) Contractor shall make arrangements with the City of Fullerton Water Engineering

(681) Department, to obtain construction water.

(682)

(683) II. EXECUTION

(684)

(685) D. Balanced Cut and Fill:

(686) It is the design intent of this project to accomplish all grading without the import or export of soils except as specified. Plans have been prepared to reflect a balanced cut and fill operation as close as feasible.

(687) Designing for an exact balance is neither possible, or practical. Variances in degrees of compaction, backfill requirements and volumes of import base materials cannot be precisely forecast without prior knowledge of construction methods or unforeseen site conditions. However, native landscape materials usually reflect some deviation from actual elevations.

(688) Recognizing these limitations, the plans identify those areas that have critical grade requirements, i.e., walk gradients, building pads, drainage swales and game courts or parking lot drainage patterns. Where possible and practical the contouring and/or gradients within these balance areas should simulate the form depicted in the grading plans yet conform with the functional requirements of the planned facility. Appearance and functional capability will be the governing factors.

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- (695) The Contractor shall immediately notify the Agency Representative of any apparent excess or deficiency of material required to achieve the intent of the plans and specifications and submit a proposed method of borrow or disposal as necessary. The Agency Representative and the Landscape Architect shall review and approve the Contractor's proposed method prior to any grading action by the Contractor.
- (696)
- (697) E. Topsoil:
- (698) The best on-site topsoil throughout the project area shall be removed to a depth of six inches from all construction areas. The stripped material shall be stockpiled in such locations as may be available at or near projected grades and protected from erosion. Topsoil shall be the best on-site soil with all rocks one inch (1") and larger removed.
- (699) Topsoil shall be a minimum of six inches (6") depth in all turf areas, unless otherwise specified.
- (700) No topsoil placement is required on non-turf slopes or planting areas unless noted otherwise.
- (701) Should the Contractor choose to import topsoil from off-site (Class A topsoil), as an alternative to that specified, all import of material and export of excess soil created by importing top soil shall be accomplished at no additional cost to the City.
- (702)
- (703) F. Topsoil Placement:
- (704)
- (705) Areas to receive topsoil shall be ripped twelve inches (12") deep and surface rock one inch (1") and larger removed before placing topsoil.
- (706)
- (707) G. Rough Grading:
- (708)
- (709) The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other intended site improvements. Tolerance for rough grading is 1/10th of a foot, plus or minus, at building pads and paved areas. At all other areas, functional use and appearance shall be the governing factors as determined by the Architect.
- (710)
- (711) H. Unsuitable Materials:
- (712) Unsuitable soils, large rocks or boulders, broken concrete/asphalt and other deleterious material shall not be buried on site. This removal shall be considered Unclassified Excavation and payment will be processed in accordance with the Green Book.
- (713)
- (714) I. Fill:
- (715) Fill shall be placed in level layers not to exceed six inches in depth and mechanically compacted using optimum amount of moisture to achieve a 95% minimum degree of compaction.
- (716)
- (717) J. Excavation:
- (718) The Contractor shall make all necessary excavation for footings and slabs and do any additional excavation necessary to provide ample room for installation of concrete forms where required.
- (719) Footings may be poured in trenches against undisturbed soil where approved by Soils Engineer.
- (720) Bottom of excavations shall be level, free from loose material and brought to the indicated or required levels in undisturbed earth. All excavations shall be kept free from standing water. The Contractor shall do all pumping or draining that may be necessary in carrying on the work.

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

(727)

(728) K. Finish Grading:

(729) Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections - after thorough settlement and compaction of the soil. Finish grades shall meet all existing or established controls of sidewalks, curbs and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls and from such points to established grades. Tolerance for finish grading is 1/10 foot, plus or minus, adjacent to fixed elevations or gradients. At all other areas, functional use and appearance shall be the governing factor.

(730)

(731) L. Backfilling:

(732)

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

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

(735)

(736) Backfill shall be deposited in layers of 6" thickness.

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

(738)

(739) Backfill shall be compacted by suitable means to 95% density.

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

(741)

(742) M. Protective Measures:

(743)

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

(745)

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

(747)

(748) N. Dust and Noise Abatement:

(749)

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

(751)

(752) III. QUALITY CONTROL

(753)

(754) A. Survey:

(755)

(756) See "Surveying" amendment to Special Provision, Section 2-9 Surveying.

(757)

(758) B. Conflicts:

(759)

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

(761)

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- (767) 1. Geotechnical Engineering Report.
- (768) 2. Specification Section 02200.
- (769) 3. Standard Specifications for Public Works Construction (SSPWC).
- (770)
- (771) C. Trenching:

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

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(830) SECTION 02720 - DRAINAGE

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(832) I. GENERAL

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(834) A. Reference Document:

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

(836)

(837) B. Scope:

(838) Furnish and install drain line system as shown on the drawings, including material, labor, equipment and services required for construction of a complete system including, but not limited to, the following:

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(840) Protective measures.

(841)

(842) Drain lines.

(843)

(844) Inlet and outlet storm water curb openings.

(845)

(846) II. MATERIALS

(847)

(848) A. Storm Drain Piping:

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(850) Shall be reinforced concrete pipe conforming to Section 207-2 of the Standard Specifications.

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(852) B. Corrugated Metal Pipe:

(853)

(854) Shall be corrugated steel pipe, galvanized, conforming to Section 207-11.2 of the Standard Specifications.

(855)

(856) C. PVC Plastic Storm Drain Pipe:

(857)

(858) Shall be unplasticized PVC plastic pipe conforming to Section 207-17 of the Standard Specifications.

(859)

(860) D. Perforated Drain Pipe:

(861)

(862) Shall be ABS type, installed as detailed and all as per local code requirements.

(863)

(864) E. Concrete:

(865)

(866) As per Section 201.

(867)

(868) F. Catch Basins:

(869)

(870) Manufactured by Brooks as noted on drawings, or approved equivalent. Covers shall have steel frames embedded in concrete box. Grates shall be of galvanized steel unless noted otherwise meeting H20-44 loading standards. Grates shall be approved for bicycle use.

(871)

(872) G. Drainage Fabric:

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(874) Drainage fabric shall be 100% polypropylene fibers which are mechanically interlocked by needle punching and heat bonding. Drainage Fabric #4545 or equal. Available through Amoco Construction Fabric (1-800-437-6600).

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(875) III. INSTALLATION

(876)

(877) Pipe shall be installed as per Section 306 of the Standard Specifications except as modified herein.

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(879) Concrete construction shall conform to Section 303.

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(881) Maximum length of open trench as per Section 306-1.1.2.

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END OF SECTION

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(940) SECTION 031000

(941) CONCRETE FORMWORK

(942)

(943) PART 1 - GENERAL

(944)

(945) 1.1 SUMMARY

(946) A. Section includes:

(947) 1. Forms for cast-in-place concrete.

(948) 2. Shoring, bracing, accessories and form coating.

(949) B. Work installed but furnished in other Sections:

(950) 1. Inserts, bolts, anchors and other items furnished by other trades for installation in
(951) formed concrete.

(952) C. Related work:

(953) 1. Division 3 for concrete.

(954) 2. Division 3 for forms for precast structural or architectural concrete.

(955) 3. Division 4 for false work and shoring of masonry.

(956) D. References

(957) 1. ACI 117, specifications for tolerances for construction and concrete materials.

(958) 2. ACI 347, Guide to Formwork for Concrete.

(959) 3. APA Design/Construction Guide, Concrete Forming.

(960)

(961) 1.2 SYSTEM DESCRIPTION

(962) A. Design requirements:

(963) 1. ENGINEER, fabricate, assemble and install concrete formwork to meet or exceed
(964) the criteria indicated and specified, to conform to the profiles indicated and to other requirements of the Contract Documents, to satisfy the requirements of the authorities having jurisdiction, and to provide a watertight, structurally sound, self-draining assembly.

(965) 2. If required by the authorities having jurisdiction, prepare and submit reviewed
(966) shop drawings, specifications, calculations and any other supporting data required for review and approval, and pay fees incurred, prior to beginning installation.

(967) 3. ENGINEERING calculations for these assemblies shall bear the signature and seal
(968) of a California-licensed professional ENGINEER.

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(975) 1.3 SUBMITTALS

(976) A. Submit manufacturer's product data, specifications, typical installation details and
(977) other data as necessary to demonstrate compliance with the specified requirements for form facing materials, including coatings, release agents, ties, joint sealant or tape, and accessories.

(978) B. Shop drawings: For concrete permanently exposed to view, submit large scale,
(979) dimensioned drawings showing materials, profiles, joints, finishes, methods of fabrication and anchorage details.

(980) 1. Provide elevation drawings of each concrete plane to be remain exposed.

(981) a. Show tie placement, panel layout, construction joint and other pertinent
(982) details.

(983) b. Show locations of openings and control joints.

(984) 2. Coordinate shop drawings with the work of other trades that are part of, or will be
(985) incorporated into, the work of this section. Indicate work to be performed by other trades, including adjacent and abutting materials to which this work is to be secured.

(986) 3. Drawings shall be complete for each specific area of Project when submitted.

(987) 4. Shoring and re-shoring: Indicate proposed schedule and sequence of stripping
(988) formwork, shoring removal, and re-shoring installation and removal.

(989) C. Samples: Submit full-size samples of proposed ties and plugs for concrete
(990) permanently exposed to view.

(991) D. Records: Keep an accurate record of the dates of all form removal and furnish
(992) copies to the architect.
(993)

(994) 1.4 QUALITY ASSURANCE

(995) A. Grading: Provide lumber and plywood grade-marked by a grading agency
(996) acceptable to the authorities having jurisdiction.

(997) B. Qualifications:

(998) 1. Professional ENGINEER qualifications: California licensed professional ENGINEER
(999) and experienced in providing ENGINEERING services of the kind required.

(1000) 2. Installer's qualifications: Firm and individuals with a minimum of 3 consecutive
(1001) years experience in the fabrication and erection of concrete formwork on projects
(1002) similar in material, design, complexity and extent to this Project, and whose work
(1003) has resulted in applications with a record of successful in-service performance.

(1004) C. Mockup: As specified in Section 033000.
(1005)

(1006) 1.5 HANDLING
(1007)
(1008)
(1009)

(1013) A. Store materials outdoors, off the ground on pallets, protected with breathing type
(1014) covers.

(1015) B. Handling: Handle form facing materials to prevent damages that could be
(1016) transferred to finished concrete work.
(1017)

(1018) PART 2 - PRODUCTS
(1019)

(1020) 2.1 MATERIALS

(1021) A. Forms for exposed concrete surfaces - general: Plywood, metal,
(1022) metal-framed/plywood-faced, or FRP which will provide continuous, flat or curved as applicable, smooth
exposed concrete surfaces. Furnish in largest practicable sizes to minimize number of joints and to
conform to joint system shown on Drawings, where indicated.

(1023) 1. Type:

(1024) a. For smooth concrete to remain exposed without further treatment:
(1025) Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth
concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

(1026) 1) Plywood, metal, or other approved panel materials.

(1027) 2) Exterior-grade plywood panels, suitable for concrete forms,
(1028) complying with DOC PS 1, and as follows:

(1029) 3) High-density overlay, Class 1 or better.

(1030) 4) Medium-density overlay, Class 1 or better; mill-release agent treated
(1031) and edge sealed.

(1032) 5) Structural 1, B-B (Concrete Form), Class 1 or better; mill oiled and
(1033) edge sealed.

(1034) b. For concrete surfaces to be sacked and rubbed: DOC PS-1 "B-B (Concrete
(1035) Form) Plyform," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece
bearing legible inspection trademark.

(1036) c. Elsewhere where concrete will remain exposed, with or without a
(1037) mechanical finish: Overlaid plywood complying with DOC PS-1 "A-C or B-B
High Density Overlaid Concrete Form," Class I, Exterior Grade or better,
mill-oiled and edge-sealed, with each piece bearing legible inspection
trademark.

(1038) B. Forms for concealed concrete surfaces: Plywood, lumber, metal, or other
(1039) acceptable material. Provide lumber dressed on at least 2 edges and one side for
tight fit.

(1040) C. Forms for cylindrical columns and supports:

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(1042) 1. Metal, fiberglass-reinforced plastic, or paper or fiber tubes.

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- (1050) 2. Provide paper or fiber tubes of laminated piles with water-resistant adhesive and
(1051) wax-impregnated exterior for weather and moisture protection.
- (1052) 3. Provide units with sufficient wall thickness to resist wet concrete loads without
(1053) deformation.
- (1054) 4. Unless otherwise indicated, provide forms or form liners that will leave type
(1055) leaving no marks in concrete after de-forming, Sonotube "Finish Free" by
(1056) Sonoco, "Commercial" by Sonoco, Spiral Paper Tube and Core or equal, one piece length for full
height. Provide one piece plastic liner for exposed tube formed columns.]
- (1057) D. Form ties and spreaders:
- (1058) 1. Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic
(1059) form ties with plastic cones to provide a minimum 1 in. breakback, designed to resist lateral pressure of
fresh concrete on forms and to prevent spalling of concrete on removal.
- (1060) 2. Furnish units that will leave no corrodible metal closer than 1 in. to the plane of
(1061) exposed concrete surface.
- (1062) 3. Furnish ties that, when removed, will leave holes no larger than 1 in. in diameter
(1063) in concrete surface.
- (1064) 4. Furnish ties with integral water-barrier plates to walls indicated to receiving
(1065) damp-proofing or waterproofing.
- (1066) 5. For concrete to remain exposed to view use "A-3 Standard Snap Tie" with A-2
(1067) Plastic Cones by Dayton Superior, "ST-1" Series Snap Ties by Meadow Burke, or
equal.
- (1068) 6. Do not use wire ties, wood spreaders, or embedded types in which embedded
(1069) portion is less than 1-1/2-inch from exterior face of concrete.
- (1070) E. Foam filler: ASTM C 578, Type IV, 1.8-lb/cu. feet density.
- (1071) F. Chamfer strips: Extruded PVC, with a 3/4-inch diagonal faces unless otherwise
(1072) indicated, by Greensteak Group, Inc., Barker Steel LLC, or equal, or oiled softwood shapes with the
same profile.
- (1073) G. Form coatings: Commercial formulation form-coating compounds that will not
(1074) bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of
concrete surfaces; one of the following, or equal; do not use form oil.
- (1075) 1. Formshield WB by the Euclid Chemical Co.
- (1076) 2. Clean Strip J-1-A by Dayton Superior Construction Chemicals.
- (1077) 3. J-3 Light by Dayton Superior Construction Chemicals.
- (1078) 4. Magic Kote VOC by Dayton Superior Construction Chemicals.
- (1079) 5. Durogard Plus by WR Meadows.
- (1080) 6. Debond by L & M Construction Chemicals Inc.
- (1081) H. Prefabricated construction joint keyways: Key-Loc by Form-A-Key Products Div.
(1082) of Cardinal Manufacturing Co., BoMetals Inc., or equal, complete with all accessories.
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- (1093) I. Form voids: One of the following types.
- (1094) 1. Corrugated fiberboard by SureVoid Products, Inc., or Deslauriers, Inc. or equal.
- (1095) 2. Expanded polystyrene foam blocks complying with ASTM D 6817, with a
- (1096) minimum compressive strength of 15 psi, Thermal Star X-Grade by Atlas EPS,
- (1097) Geofoam by AMF Corp. or equal.
- (1098) a. Provide in accordance with the manufacturer's standard specifications with
- (1099) related and required manufacturer's hardware and adhesives
- (1100)

(1101) 2.2 FORMWORK REQUIREMENTS

(1102) A. General:

- (1103) 1. The design and construction of forms and shoring are the contractor's
- (1104) responsibility, but shall comply with specified requirements.
- (1105) 2. Form contact surfaces shall be clean, free from dents, holes and other
- (1106) imperfections.
- (1107) 3. Establish and maintain benchmarks, lines and controls necessary to achieve
- (1108) specified tolerances.
- (1109) 4. Take an accurate survey of the form location just prior to concrete pour.

(1110) B. Earth bank:

- (1111) 1. Except for exterior face of wall footings and grade beams that must be formed,
- (1112) earth banks may be used to form footings and grade beams if the soil is firm,
- (1113) neatly trimmed, and will retain concrete in the required size and shape.
- (1114) 2. Increase the concrete coverage as required by the authorities having jurisdiction
- (1115) when concrete is cast against earth.

(1116) C. Wood forms:

- (1117) 1. Construct with plywood panels as large as practicable where, because of their
- (1118) height, walls and columns have a horizontal form joint, the horizontal joint shall
align throughout the floor, or area unless accepted otherwise by Architect.
- (1119) 2. For concrete permanently exposed to view, fill voids and imperfections in form
- (1120) contact surfaces with body putty sanded flush and smooth and seal joints
between panels with compound paste specifically designed to seal forms, or other approved material,
to prevent concrete leakage.
- (1121) 3. Provide sharp, clean corners at form intersecting planes, without visible edges
- (1122) and offsets. Back joints with additional studs or girts.
- (1123) 4. Form recesses and projections with smooth finish materials, and install in forms
- (1124) with sealed joints to prevent displacement.
- (1125) 5. Drill holes accurately in forms to fit ties used. Prevent leakage of concrete around
- (1126) tie holes. Do not drive ties through undersized or improperly prepared holes.
- (1127) 6. Kerf backside of wood inserts used for forming keyways, reglets, recesses and
- (1128) similar treatments, to allow wood to swell without spalling concrete, and to assure
- (1129) easy removal.

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- (1136) D. Metal forms:
- (1137) 1. Provide sections of metal forms that fasten tightly and interlock securely.
- (1138) 2. Cut or drill forms for attaching sleeves or other items to be embedded in
(1139) concrete.
- (1140) 3. Provide precisely cut openings required by trades.
- (1141) E. Re-use of forms:
- (1142) 1. Form materials may be re-used if they produce finished surfaces equal to
(1143) finished surfaces where new form materials are used.
- (1144) 2. Before reuse, thoroughly clean, recondition in every respect, suitable for their
(1145) re-use purpose.
- (1146) F. Tolerances: To obtain cast-in-place concrete not exceeding the tolerances
(1147) specified in Section 033000, except support form facing material to limit
(1148) deflection to L/360 between supports for concrete exposed to view, and L/270 for
(1149) all other concrete.
- (1150) G. High density insulation filler:
- (1151) 1. Use boards of maximum thickness to achieve insulation depth.
- (1152) 2. Where required, apply adhesive to layers of insulation to prevent movement
(1153) during concrete placement.
- (1154) 3. After boards are installed, protect until concrete topping is prepared and placed.
(1155)

(1156) PART 3 - EXECUTION
(1157)

(1158) 3.1 EXAMINATION

- (1159) A. Examine conditions and measurements affecting the work of this Section at site.
- (1160) B. Correct detrimental conditions to the proper and timely completion of this work
(1161) before proceeding with installation.
(1162)

(1163) 3.2 FORMWORK INSTALLATION

- (1164) A. Construction:
- (1165) 1. Comply with the applicable provisions of ACI 347, Guide to Formwork for
(1166) Concrete, and APA Design/Construction Guide "Concrete Forming."
- (1167) 2. Rigidly support and construct forms to the lines, surfaces and profiles necessary
(1168) to produce concrete to the design indicated.
- (1169) 3. Construct forms to be removable without prying against concrete.
- (1170) 4. Make forms tight, without cracks or holes, to prevent leakage of mortar or loss of
(1171) fine particles from concrete.
- (1172) 5. Cover or fill holes that are not used, and cracks that have opened up, flush with
(1173) adjacent surfaces.
(1174)

- (1178) B. Wales and studs: Provide wales and studs of adequate size and spacing to
(1179) prevent form failure and to obtain concrete within the tolerances specified.
- (1180) C. Ties and spreaders: Place ties as indicated on approved shop drawings,
(1181) spaced and aligned as indicated, in plumb columns and level rows. Do not permit wood, other than built-in treated bucks or nailing blocks, to permanently remain in forms.
- (1182) D. Form contact surfaces: As specified above, except that the plywood form facing
(1183) material specified must be used for concrete permanently exposed to view. Forms for all other concrete may be constructed of plywood, fiberglass, plastic, or steel.
- (1184) 1. To eliminate joint offsets, block plywood edges that do not occur at bearing
(1185) points.
(1186) 2. Do not expose plywood edges to concrete.
- (1187) E. Special features:
- (1188) 1. Corners: Form exposed corners between beams and columns to produce a
(1189) square, smooth, solid joint without paste leakage.
- (1190) a. Except where chamfers are indicated, miter or cope corners accurately and
(1191) attach securely to the form facing material with adhesive or nails driven flush with the item being fastened. Avoid hammer marks. Provide sharp, clean corners, without visible edges or offsets at intersecting planes. Back
(1192) joints with extra studs or girts to maintain square intersections.
- (1193) b. Install chamfer strips in corners of all other forms, unless otherwise
(1194) indicated. Miter chamfer strip at changes in direction.
- (1195) c. Corners that will be concealed in the Work may be formed either square or
(1196) chamfered.
- (1197) 2. Concrete details: Form offsets, keys, reglets, seats, pockets, anchorages,
(1198) moldings, chamfers, blocking, screeds, drips, bulkheads and other required features as indicated or as necessary to receive or engage the work of other trades.
- (1199) 3. Openings, chases and recesses: Form as indicated or necessary to receive,
(1200) pass and clear other work.
- (1201) a. Verify sizes and locations with other trades before forming. Closely
(1202) coordinate the location of boxes, cans and sleeves furnished by other trades.
- (1203) b. Seal edges of cutouts and holes in plywood.
- (1204) F. Form release agent: Thoroughly clean forms and coat with release agent prior
(1205) to initial use (except when mill-oiled) and before each reuse.
- (1206) 1. Apply form coating before reinforcement and embeds are placed.
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- (1214) 2. Apply form coating in accordance with its manufacturer's instructions and
- (1215) coverage rates. Do not over-apply.
- (1216) 3. Provide a coating of uniform thickness. Do not allow excess form coating
- (1217) material to accumulate in forms or to come into contact with in-place concrete against which fresh concrete will be placed.
- (1218) 4. Coat steel forms with a non-staining rust preventive material. Rust-stained steel
- (1219) formwork is not acceptable.

- (1220) G. Tolerances: Limit concrete surface irregularities, designated by ACI 347R as
- (1221) abrupt or gradual, as follows.
 - (1222) 1. Class A, 1/8-inch
 - (1223) 2. Class B, 1/4-inch
 - (1224) 3. Class C, 1/2-inch
 - (1225) 4. Class D, 1-inch
 - (1226)

- (1227) 3.3 FORMWORK REMOVAL
 - (1228) A. Remove forms after concrete has developed sufficient strength to not be
 - (1229) damaged by form removal operation and to safely sustain its own weight and superimposed loads, as determined by testing field-cured concrete cylinders, but not sooner than specified in ACI 347, Paragraph 3.6.2.3 and no less than 12 hours per CBC 1906A.2.

 - (1230) B. Take care when removing forms that concrete surfaces are not marred or
 - (1231) gouged, that corners are true, sharp and unbroken. Do not pry against concrete when removing forms.

 - (1232) C. Cut off nails flush on concealed surfaces. Cutback tie wires and nails in exposed
 - (1233) concrete surfaces at least 1-1/2-inches. Remove rod and cone ties and separators or similar devices and pull inward away from finished surfaces.

 - (1234) D. Where used, remove rod and cone ties and separators or similar devices and
 - (1235) pull.
 - (1236)

- (1237) 3.4 REUSING FORMS
 - (1238) A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed,
 - (1239) delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

 - (1240) B. When forms are reused, clean surfaces, remove fins and laitance, and tighten to
 - (1241) close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.
 - (1242)

- (1243) 3.5 SHORES AND RESHORES
- (1244)
- (1245)
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- (1248)

(1252) A. Contractor shall ENGINEER shoring to comply with ACI 318 and ACI 301 for
(1253) design, installation, and removal of shoring and reshoring.

(1254) 1. Do not remove shoring or reshoring until measurement of slab tolerances is
(1255) complete.

(1256) 2. In multistory construction, extend shoring or reshoring over a sufficient number of
(1257) stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.

(1258) 3. Plan sequence of removal of shores and reshore to avoid damage to concrete.

(1259) Locate and provide adequate reshoring to support construction without excessive
(1260) stress or deflection.

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(1264) END OF SECTION

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CONCRETE FORMWORK

DIVISION 03

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(1307)

(1308) SECTION 032000

(1309) CONCRETE REINFORCING

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(1311)

(1312) PART 1 - GENERAL

(1313)

(1314)

(1315) 1.1 SUMMARY

(1316)

(1317) A. Section includes:

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(1319) 1. Reinforcing steel for cast-in-place concrete.

(1320) 2. Supplementary parts and components, such as clips, fasteners, chairs, tie wires, and
(1321) other miscellaneous accessories required for a complete installation.

(1322)

(1323) B. Related work:

(1324) 1. Division 4 for reinforcing steel for masonry.

(1325) C. Codes:

(1326) 1. City of Perris City Building Code 2014, Section 1906

(1327) 2. Standard Specifications for Public Works Construction 2012 Edition

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(1329)

(1330) D. Standards

(1331) 1. ACI-301 - Specifications for Structural Concrete for Buildings.

(1332) 2. ACI-315 - Details and Detailing of Concrete Reinforcement.

(1333) 3. ACI-318 - Building Code Requirements for Reinforced Concrete.

(1334) 4. ASTM A82 - 16-gage Cold Drawn Steel Wire for Concrete Reinforcement.

(1335) 5. ASTM A1 85 - Welded Steel Wire Fabric for Concrete Reinforcement, sizes as noted on
(1336) the Contract Drawings.

(1337) 6. ASTM A497 - Welded Deformed Steel Wire Fabric for Concrete Reinforcement.

(1338) 7. ASTM A615 - Deformed and plain Billet-Steel Bars for Concrete Reinforcement grades
(1339) as called for on the Contract Drawings.

(1340) 8. ASTM A706 - Low-Alloy Steel deformed bars for Concrete Reinforcement.

(1341) 9. AWS.D1 .4 - Structural Welding Code Reinforcing Steel.

(1342) 10. CRSI - Manual of Practice.

(1343) 11. CRSI-93 - Recommended Practice for Placing Reinforcing Bars.

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(1346) 1.2 CRSI-92 - Recommended Practice for Placing Bar Supports, Specifications and
(1347) Nomenclature.SUBMITTALS

(1348)

(1349) A. Shop drawings:

(1350) 1. Submit shop drawings prepared by a California-registered licensed professional

(1351) Structural or Civil ENGINEER showing fabrication, bending, and placement of concrete
reinforcing.

(1352) 2. Submit bar drawings and schedules with the corresponding placing diagrams.

(1353)

(1354) a. Comply with ACI SP-66.

(1355) b. Indicate bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of
(1356) concrete reinforcing.

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- (1361) c. Include special reinforcing required for openings through concrete structures.
(1362) 3. Drawings shall be complete for any specific area of Project when submitted.
(1363)
(1364) B. Certificates: Submit copies of mill reports and test data for reinforcing steel sampled prior
(1365) to starting this work.
(1366)
(1367) 1. Mill reports shall contain the steel source, description, heat number, yield point, ultimate
(1368) tensile strength, elongation percentage, bend test and chemical analysis.
(1369)
(1370) a. If the reports show material is satisfactory no tests will be required.
(1371) b. For foreign steel, perform testing as specified below by a testing laboratory
(1372) acceptable to the authorities having jurisdiction.
(1373) c. Certification from any other sources is not acceptable.
(1374) 2. Ensure material delivered for use is that represented by mill reports.
(1375) 3. Obtain copies of mill reports, examine them, certify whether the material represented
(1376) complies with Specifications requirements, and make distribution of reports as required.
(1377) Report chemical composition of each heat, as determined by ladle analysis.
(1378)
(1379) C. LEED Submittals:

(1380) 1. Product Data for Credit MR 4: For products having recycled content, documentation
(1381) indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement
indicating cost for each product having recycled content.
(1382)
(1383) D. Test reports: Submit test data for reinforcing steel sampled and tested prior to starting
(1384) this work.
(1385)
(1386) 1. Where materials proposed for use cannot be identified, pay for an approved testing
(1387) laboratory to make one series of tests (tensile and bend) from each 2.5 tons, or fraction thereof, of each
size and kind of reinforcing steel.
(1388) 2. Include minimum 2 samples of sufficient length to allow tests to be made on the as-rolled
(1389) bar.

(1390) E. Welding qualifications: Qualify procedures and personnel according to AWS D1.4,
(1391) Structural Welding Code - Reinforcing Steel.
(1392)
(1393)
(1394) 1.3 HANDLING
(1395)
(1396) A. Delivery:

(1397) 1. Deliver reinforcing to the site bundled, tagged and marked; handle to prevent damage to
(1398) material.
(1399) 2. Use metal tags indicating size, length and other markings shown on placement drawings.
(1400) Maintain tags after bundles are broken.
(1401)
(1402) B. Storage:
(1403)
(1404) 1. Electrode storage: Comply with the combined recommendations of AWS and the
(1405) electrode manufacturer for storage of electrodes. Do not use electrodes that have been
wetted.
(1406) 2. Store epoxy-coated bars on protective cribbing. Maintain tags after bundles are broken.
(1407)
(1408)
(1409)

(1413) PART 2 - PRODUCTS

(1414)

(1415)

(1416) 2.1 MATERIALS

(1417)

(1418) A. Reinforcing steel: ASTM A 615, Grade indicated on Drawings and for reinforcing to be
(1419) welded use bars complying with ASTM A 706, Grade 60.

(1420)

(1421) 1. Where galvanized bars are indicated, bars shall also comply with ASTM A 767, Class II
(1422) (2 oz./sq. ft.) and shall be galvanized after fabrication.

(1423)

(1424)

(1425) B. Welded wire mesh: ASTM A 185. Provide in flat sheets, not rolls.

(1426)

(1427) C. Column spirals: Plain, cold-drawn wire, ASTM A 82 or hot-rolled rods for spirals, ASTM
(1428) A 615, including supplementary requirements S-1.

(1429)

(1430) D. Synthetic fiber: Basis of design is for "Fibrasol F" fibrillated polypropylene fibers,
(1431) complying with ASTM C 1116, Type III, 1/2 to 1-inch lengths, by Axim Concrete
(1432) Technologies. Other acceptable materials/manufacturers include the following:

(1433)

(1434) 1. "Fibermesh InForce e3" by SI Concrete Systems.

(1435)

(1436) 2. "Fiberstrand 100" by The Euclid Chemical Co.

(1437)

(1438) 3. "Grace MicroFiber" by W. R. Grace & Co.

(1439)

(1440)

(1441) E. Welding electrodes: AWS A5.1 E70XX Series, low hydrogen, having a minimum yield
(1442) point of 60,000 psi.

(1443)

(1444)

(1445) F. Tie wire:
(1446) 1. ASTM A 82, 16-gage (minimum) annealed steel wire.

(1447)

(1448) 2. Use tie wires complying with ASTM A 884 for tying epoxy-coated bars.

(1449)

(1450) G. Supports for reinforcing: Provide bolsters, chairs, spacers, and other devices for spacing,
(1451) supporting, and fastening reinforcing bars and welded wire mesh in place. Use wire-bar-
(1452) type supports complying with Concrete Reinforcing Steel Institute (CRSI) specifications.

(1453)

(1454) 1. Slabs-on-grade: Provide supports with sand plates or horizontal runners where base
(1455) material will not support chair legs, or precast concrete block chairs with embedded wire
(1456) ties.

(1457)

(1458) 2. Exposed concrete surfaces: Where legs of supports are in contact with forms, provide
(1459) supports with legs that are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

(1460)

(1461) 3. Over waterproof membranes and vapor retarder: Provide precast concrete chairs to
(1462) prevent puncturing of membrane.

(1463)

(1464) H. Recycled content of steel products: Postconsumer recycled content plus one-half of
(1465) preconsumer recycled content not less than 25 percent.

(1466)

(1467) I. Splice sleeves: Conforming to ICC Report ES ER-3967.

(1468)

(1469) 1. Acceptable manufacturers:

(1470)

(1471) a. Erico, Inc.: Lenton Coupler.

(1472)

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- (1467) b. Splice Sleeve North America; NMB Splice Sleeve.
 (1468) c. Richmond Screw Anchor Co.; Rebar Splicing System.
 (1469) d. Dywidag Systems International; Extruded Coupler Splice.
 (1470) 2. Description: Steel sleeves conforming to requirements of National Research Board
 (1471) Report No. NRB-217, published by the Council of American Building Officials of
 (1472) Homewood, IL. Identify each splice sleeve by the size and type imprinted on the sleeve.
 (1473)
 (1474)
 (1475) 2.2 FABRICATION
- (1476) A. General: Except as modified by the Contract Documents, comply with Chapter 7 of CRSI
 (1477) Manual of Standard Practice for fabrication of reinforcing steel except that supports of epoxy-coated bars shall rest on coated wire bar supports, or on bar supports made of dielectric material.
 (1478)
 (1479) B. Bending and forming:
 (1480)
 (1481) 1. Fabricate steel bars, wire and welded wire mesh to sizes, lengths and gages indicated.
 (1482) 2. Accurately form to shapes by methods that will not damage the materials or the coating
 (1483) on epoxy-coated bars
 (1484) 3. Heating of reinforcing for bending is not permitted.
 (1485)
 (1486) C. Tolerances: Comply with ACI 117.
 (1487)
 (1488)
- (1489) PART 3 - EXECUTION
 (1490)
 (1491)
- (1492) 3.1 EXAMINATION
 (1493)
 (1494) A. Examine conditions and measurements affecting the work of this Section at site.
 (1495)
 (1496) B. Correct conditions detrimental to the proper and timely completion of this work before
 (1497) proceeding with installation.
 (1498)
 (1499)
- (1500) 3.2 PREPARATION
- (1501) A. Clean reinforcing of loose mill scale, excessive rust, oil, and other coating that might
 (1502) destroy or reduce its bond before placing it.
 (1503)
 (1504)
- (1505) 3.3 PLACING
 (1506)
 (1507) A. Place reinforcing under the continuous inspection of the onsite Deputy Inspector.
 (1508)
 (1509) B. Placing: Comply with the listed reference standards as applicable. Do not install bars with unscheduled kinks or bends.
 (1510)
 (1511) C. Spacing of reinforcing: Space reinforcing to maintain proper distance and clearance between parallel bars and between bars and forms.
 (1512)
 (1513) D. Floor system reinforcing: Do not place until concrete in walls and columns has been placed and forms and projecting steel have been thoroughly cleaned.
 (1514)
 (1515)

- (1519) E. Splices:
- (1520)
- (1521) 1. Do not splice reinforcing bars except where indicated.
- (1522) 2. At lapped splices, bars shall be in contact, unless noted otherwise on the Drawings, and
- (1523) shall be firmly wired together before placing concrete.
- (1524) 3. Extend stubs and dowels required to receive and engage subsequent work a sufficient
- (1525) length to develop the strength of the bar.
- (1526) 4. Place dowel and stub bars in the forms and secure against displacement during placing
- (1527) of concrete.
- (1528)
- (1529) F. Welded wire mesh reinforcing:
- (1530)
- (1531) 1. Straighten and cut to required size where required and lay flat in place.
- (1532)
- (1533) a. Lap welded wire mesh one full mesh plus 2 inches.
- (1534) b. Securely wire together and to other reinforcing at approximately 24 inches o.c.
- (1535) 2. In concrete slabs-on-grade, extend welded wire mesh to within one inch of expansion,
- (1536) construction and contraction joints. As concrete is placed, chair welded wire mesh to ensure proper
- (1537) embedment at position indicated.
- (1538) 3. In concrete slabs on steel deck, extend welded wire mesh through construction joints 12
- (1539) inches minimum. Lift welded wire mesh as concrete is placed to ensure proper embedment at
- (1540) position indicated.
- (1541) G. Clearance: Maintain clear distances between reinforced steel and face of concrete
- (1542) indicated on the Drawings.
- (1543) H. Sleeved splices: install spliced sleeves only where indicated in accordance with
- (1544) manufacturer's instructions.
- (1545)
- (1546)
- (1547) 3.4 WELDING
- (1548)
- (1549) A. Welding:
- (1550)
- (1551) 1. Use only ASTM 706 steel where welding is proposed. Perform welding, where shown or
- (1552) approved, by the direct electric arc process in accordance with AWS D1.4 using specified low-hydrogen
- (1553) electrodes.
- (1554) 2. Preheat 6 in. each side of joint. Protect joints from drafts during the cooling process;
- (1555) accelerated cooling is prohibited.
- (1556) 3. Do not tack weld bars.
- (1557) 4. Clean metal surfaces to be welded of all scale and foreign material. Clean welds each
- (1558) time electrode is changed and chip burned edges before placing welds. When wire brushed, the
- (1559) completed welds must exhibit uniform section, smooth welded metal, feather edges without undercuts
- (1560) or overlays, freedom from porosity and clinkers, and good fusion and penetration into the base metal.
- (1561) 5. Cut out welds or parts of welds found defective with chisel and replace with proper
- (1562) welding.
- (1563) 6. Prequalification of welds shall be in accordance with Code.
- (1564)
- (1565) B. Welded splices: Use full penetration butt welds made by the electric-arc method unless
- (1566) indicated otherwise.
- (1567)
- (1568)
- (1569) FOSS FIELD TENNIS COURT

CONCRETE REINFORCING

- (1572) 1. Use only welders who have passed the AWS standard qualification tests within the
(1573) previous year and have an active City of Perris City Department of Building and Safety Certification.
(1574) 2. Weld splices shall develop 125 percent of the specified yield strength of the reinforcing
(1575) bars, or of the smaller bar in transition splices.
(1576) 3. Clean bars of oil, grease, dirt and other foreign substances, and flame-dry before
(1577) welding.
(1578) 4. Prepare ends of bars in compliance with AWS D1.4.
(1579) 5. Preheat bars before welding.

(1580) C. Welding Inspection. All welding must be continuously inspected by a City of Perris City
(1581) Department of Building and Safety Certified Inspector. Where welding is done in excess of the maximum
permitted by ASTM A 775, clean the damaged area and touchup with repair material complying with ASTM
A 775.

(1582)

(1583)

(1584) END OF SECTION

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(1628) SECTION 033000

(1629) CAST-IN-PLACE CONCRETE

(1630)

(1631)

(1632) PART 1 - GENERAL

(1633)

(1634)

(1635) 1.1 SUMMARY

(1636)

(1637) A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete
(1638) materials, mixture design, placement procedures, and finishes.

(1639)

(1640) B. Related Requirements:

(1641) 1. Section 033300 "Architectural Concrete" for general building applications of
(1642) specially finished formed concrete.

(1643) 2. Section 035300 "Concrete Topping" for emery- and iron-aggregate concrete floor
(1644) toppings.

(1645) 3. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.

(1646) 4. Section 321313 "Concrete Paving" for concrete pavement and walks.

(1647) 5. Section 321316 "Decorative Concrete Paving" for decorative concrete pavement
(1648) and walks.

(1649) 6. Section 031000 Concrete Formwork

(1650) 7. Section 032000 Concrete Reinforcement

(1651) 8. Section 042200 Concrete Unit Masonry

(1652) 9. Section 033450 Concrete Finishing

(1653) 10. Section 033700 Concrete Curing

(1654)

(1655) C. Codes and Standards

(1656) 1. City of Perris City Building Code 2014, Section 1906

(1657) 2. Standard Specifications for Public Works Construction 2012 Edition

(1658) 3. ACI 301 - Specifications for Structural Concrete for Buildings.

(1659) 4. ACI 318 - Building code for reinforced concrete.

(1660) 5. Concrete reinforcing steel institute "Manual of Standard Practice."

(1661) 6. Concrete curing should conform to quality as specified in Specifications for Public
(1662) Works Construction 2012 and latest Amendments thereto.

(1663)

(1664)

(1665) 1.2 DEFINITIONS

(1666) A. Cementitious Materials: Portland cement alone or in combination with one or more of the
(1667) following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials
subject to compliance with requirements.

(1668)

(1669) B. W/C Ratio: The ratio by weight of water to cementitious materials.

(1670)

(1671) C. Exposed Concrete: All concrete that is visible in the finished work, including concrete to
(1672) be painted

(1673)

(1674) D. Unexposed Concrete: All concrete that is concealed in the finished work, including
(1675) plastered surfaces and attic/utility spaces.

(1676)

(1677)

(1678)

(1682) 1.3 ACTION SUBMITTALS

(1683)

(1684) A. Product Data: Within 30 calendar days after the Contractor has received the City's
(1685) "Notice to Proceed", submit:

- (1686) 1. Materials list of items proposed to be provided under this Section.
(1687) 2. Manufacturer's specifications and other data needed to provide compliance with
(1688) the specified requirements
(1689)

(1690) B. Mix Design: Submit to the City ENGINEER for review and approval. Distribute approved mix
(1691) designs to testing laboratory, batch plant ; job-site and Governmental Agency having jurisdiction. Mix design shall be signed by a licensed California Structural or Civil ENGINEER or Inspector and shall include curing method contractor intends to use. Indicate amounts of mixing water to be withheld for later addition at Project site. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

(1692)

(1693) C. Construction Joint Layout: Indicate proposed construction joints required to construct the
(1694) structure.
(1695)

- (1696) 1. Location of construction joints is subject to approval of the Architect.
(1697)

(1698) D. Samples: For waterstops and vapor retarder.
(1699)

(1700)

(1701) 1.4 INFORMATIONAL SUBMITTALS

(1702)

(1703) A. Qualification Data: For Installer, manufacturer, and testing agency.
(1704)

(1705) B. Welding certificates.
(1706)

(1707) C. Material Certificates: For each of the following, signed by manufacturers:
(1708)

- (1709) 1. Cementitious materials.
(1710) 2. Admixtures.
(1711) 3. Form materials and form-release agents.
(1712) 4. Steel reinforcement and accessories.
(1713) 5. Fiber reinforcement.
(1714) 6. Waterstops.
(1715) 7. Curing compounds.
(1716) 8. Floor and slab treatments.
(1717) 9. Bonding agents.
(1718) 10. Adhesives.
(1719) 11. Vapor retarders.
(1720) 12. Semirigid joint filler.
(1721) 13. Joint-filler strips.
(1722) 14. Repair materials.
(1723)

(1724) D. Load Tickets: In addition to the Contractor's copy, deliver a legible copy of each load
(1725) ticket from the producer to the inspector. Load ticket shall state quantities of all material in each load and shall be signed by weigh master. The inspector shall record on each copy, the slump and location where placed on the job. Maintain tickets at job-site.

(1726)

(1727) E. Material Test Reports: For the following, from a qualified testing agency:
(1728)

(1729)

(1730)

- (1734) 1. Aggregates: Include service record data indicating absence of deleterious
(1735) expansion of concrete due to alkali aggregate reactivity.
- (1736) F. Formwork Shop Drawings: Prepared by or under the supervision of a qualified
(1737) professional ENGINEER, detailing fabrication, assembly, and support of formwork.
- (1738) 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping
(1739) formwork, shoring removal, and reshoring installation and removal.
- (1740) G. Floor surface flatness and levelness measurements indicating compliance with specified
(1741) tolerances.
(1742)
- (1743) H. Field quality-control reports.
(1744)
- (1745) I. Minutes of preinstallation conference.
(1746)
(1747)
- (1748) 1.5 QUALITY ASSURANCE
(1749)
- (1750) A. Installer Qualifications: A qualified installer who employs on Project personnel qualified
(1751) as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete
Flatwork Technician.
- (1752) B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete
(1753) products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
(1754)
- (1755) 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed
(1756) Concrete Production Facilities."
(1757)
- (1758) C. Testing Agency Qualifications: An independent agency, acceptable to authorities having
(1759) jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
(1760)
- (1761) 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing
(1762) Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
(1763) 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength
(1764) Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing
(1765) agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing
(1766) Technician, Grade II.
(1767)
- (1768) D. Quality Control:
(1769)
(1770)
- (1771) 1. Do not commence placement of concrete until mix designs have been reviewed
(1772) and approved by the Project Manager or Inspector and all governmental agencies having jurisdiction, and
until copies are at the job-site, the batch plant, and the Department of Building and Safety
- (1773) 2. Testing stated in Part 3 of this Section shall apply.
(1774) 3. Mix Design: Submit to the Project Manager or Inspector for review and approval.
(1775) Distribute approved mix design(s) to Testing Laboratory, Batch Plant; job-site and
(1776) Governmental Agency having jurisdiction. Mix design shall be signed by a licensed
(1777) ENGINEER or Inspector and shall include curing method contractor intends to use.
- (1778) E. Welding Qualifications: Qualify procedures and personnel according to
(1779) AWS D1.4/D 1.4M.
(1780)
(1781)

- (1785) F. Batch Plant Inspections: Required for all structural concrete. Inspection shall be by a
- (1786) City's Construction Administration's material control inspector. The inspector shall be present at the beginning of each day of batching and shall perform the following: The contractor shall notify the inspector at least 24 hours in advance of mixing time.
- (1787) 1. Check plant and equipment quality.
- (1788) 2. Check identity of materials.
- (1789) 3. Check aggregate grading, characteristics and water content.
- (1790) 4. Verify mix designs being used.
- (1791) 5. Check proportioning and loading of concrete materials
- (1792) 6. Issue certifications of quality and quantity of materials as batched
- (1793) 7. After verification of above, return to the job-site for placement inspection.
- (1794)
- (1795) G. Continuous Placement Inspection: Required for all structural concrete and to be
- (1796) performed by an LADBS certified deputy inspector approved by the Project Manager. The inspector shall perform the following procedures:
- (1797) 1. Verify condition and adequacy of forms and reinforcement placement.
- (1798) 2. Insure that concrete is of required quality and consistency.
- (1799) 3. Insure that all requirements and conditions of concrete placement are met.
- (1800) 4. Make slump tests and secure cylinders
- (1801) 5. Provide written reports at regular intervals reporting concrete practices.
- (1802)
- (1803) H. Mockups: Cast concrete slab-on-grade and formed-surface panels to demonstrate typical
- (1804) joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.
- (1805)
- (1806) 1. Build panel approximately 200 sq. ft. for slab-on-grade and 100 sq. ft. for formed
- (1807) surface in the location indicated or, if not indicated, as directed by Architect.
- (1808) 2. Subject to compliance with requirements, approved mockups may become part of
- (1809) the completed Work if undisturbed at time of Substantial Completion.
- (1810)
- (1811)
- (1812) 1.6 PRECONSTRUCTION TESTING
- (1813) A. Preconstruction Testing Service: Engage a qualified testing agency to perform
- (1814) preconstruction testing on concrete mixtures.
- (1815)
- (1816)
- (1817) 1.7 DELIVERY, STORAGE, AND HANDLING
- (1818)
- (1819) A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending
- (1820) and damage. Avoid damaging coatings on steel reinforcement.
- (1821)
- (1822) B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and
- (1823) other contaminants.
- (1824)
- (1825)
- (1826) 1.8 FIELD CONDITIONS
- (1827) A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work
- (1828) from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
- (1829)
- (1830) 1. When average high and low temperature is expected to fall below 40 deg F for
- (1831) three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
- (1832)
- (1833)
- (1834)

- (1838) 2. Do not use frozen materials or materials containing ice or snow. Do not place
 (1839) concrete on frozen subgrade or on subgrade containing frozen materials.
 (1840) 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or
 (1841) chemical accelerators unless otherwise specified and approved in mixture designs.
 (1842)
 (1843) B. Hot-Weather Placement: Comply with ACI 301 and as follows:
 (1844)
 (1845) 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled
 (1846) mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is
 calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 (1847) 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete.
 (1848) Keep subgrade uniformly moist without standing water, soft spots, or dry areas.
 (1849)
 (1850)

(1851) PART 2 - PRODUCTS
 (1852)

(1853)
 (1854) 2.1 CONCRETE, GENERAL
 (1855)

- (1856) A. ACI Publications: Comply with the following unless modified by requirements in the
 (1857) Contract Documents:
 (1858)

- (1859) 1. ACI 301.
 (1860) 2. ACI 117.
 (1861)

(1862)
 (1863) 2.2 FORM-FACING MATERIALS

- (1864) A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true,
 (1865) and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of
 joints.
 (1866)

- (1867) 1. Plywood, metal, or other approved panel materials.
 (1868) 2. Exterior-grade plywood panels, suitable for concrete forms, complying with
 (1869) DOC PS 1, and as follows:
 (1870)
 (1871) a. High-density overlay, Class 1 or better.
 (1872) b. Medium-density overlay, Class 1 or better; mill-release agent treated and
 (1873) edge sealed.
 (1874) c. Structural 1, B-B or better; mill oiled and edge sealed.
 (1875) d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
 (1876)
 (1877) 3. Overlaid Finnish birch plywood.

- (1878) B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved
 (1879) material. Provide lumber dressed on at least two edges and one side for tight fit.

- (1880) C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced
 (1881) plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified
 formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without
 detrimental deformation.

- (1882) D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic
 (1883) concrete loads without detrimental deformation.
 (1884)

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 (1886) FOSS FIELD TENNIS COURT

CAST-IN-PLACE CONCRETE

(1887) 21-2156

DIVISION 03

(1888) 11/09/2015

SP-70

033000-5

- (1889) E. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally
(1890) sufficient to support weight of plastic concrete and other superimposed loads.
(1891)
- (1892) F. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
(1893)
- (1894) G. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- (1895) H. Form-Release Agent: Commercially formulated form-release agent that does not bond
(1896) with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of
concrete surfaces.
(1897)
- (1898) 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- (1899) I. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or
(1900) metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of
concrete on removal.
(1901)
- (1902) 1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of
(1903) exposed concrete surface.
(1904) 2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in
(1905) concrete surface.
(1906) 3. Furnish ties with integral water-barrier plates to walls indicated to receive
(1907) dampproofing or waterproofing.
(1908)
- (1909)
- (1910) 2.3 STEEL REINFORCEMENT
(1911)
- (1912) A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
(1913)
- (1914) B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.
(1915)
- (1916) C. Galvanized Reinforcing Bars: ASTM A 615 Grade 60
(1917)
- (1918) D. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.
(1919)
- (1920) E. Deformed-Steel Wire: ASTM A 1064/A 1064M.
(1921)
- (1922) F. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from
(1923) as-drawn steel wire into flat sheets.
(1924)
- (1925)
- (1926) 2.4 REINFORCEMENT ACCESSORIES
- (1927) A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with
(1928) ends square and free of burrs.
- (1929) B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and
(1930) fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar
supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of
Standard Practice," of greater compressive strength than concrete and as follows:
- (1931) 1. For concrete surfaces exposed to view, where legs of wire bar supports contact
(1932) forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainlesssteel bar supports.
(1933)
- (1934)

- (1938) 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-
- (1939) coated wire bar supports.
- (1940) 3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated
- (1941) wire bar supports.

(1942)
(1943)

(1944) 2.5 CONCRETE MATERIALS

(1945)
(1946)
(1947)

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

(1948)
(1949)

B. Cementitious Materials:

(1950)
(1951)
(1952)
(1953)
(1954)
(1955)

- 1. Portland Cement: ASTM C 150/C 150M, Type I for lightweight filled deck and drag beams, Type V for all foundations: slab, grade beams, footings.
- 2. Fly Ash: ASTM C 618, Class F
- 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
- 4. Silica Fume: ASTM C 1240, amorphous silica.

(1956)
(1957)

- C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 1N coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

(1958)

(1959)
(1960)

- 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
- 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

(1961)

(1962)
(1963)

- D. Lightweight Aggregate: ASTM C 330/C 330M, 3/4-inch nominal maximum aggregate size.

(1964)

(1965)

- E. Air-Entraining Admixture: ASTM C 260/C 260M.

(1966)

(1967)

(1968)

- F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

(1969)

(1970)

(1971)

(1972)

(1973)

(1974)

(1975)

(1976)

- 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
- 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
- 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
- 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
- 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

(1977)

(1978)

(1979)

- G. Color Pigment: ASTM C 979/C 979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

(1980)

(1981)

(1982)

(1983)

(1984)

(1985)

(1986)

- 1. Color: As selected by Architect from manufacturer's full range.

(1987)

(1988)

(1989)

- H. Water: ASTM C 94/C 94M and potable.

- (1990) 2.6 CONCRETE MIXTURES, GENERAL
- (1991)
- (1992) A. Prepare design mixtures for each type and strength of concrete, proportioned on the
- (1993) basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- (1994)
- (1995) 1. Use a qualified independent testing agency for preparing and reporting proposed
- (1996) mixture designs based on laboratory trial mixtures.
- (1997)
- (1998) B. Cementitious Materials: Follow the requirements set forth in the Standard Specifications
- (1999) for Public Works Construction 2012 Edition
- (2000)
- (2001) C. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written
- (2002) instructions and to result in hardened concrete color consistent with approved mockup.
- (2003)
- (2004)
- (2005) 2.7 CONCRETE MIXTURES FOR BUILDING ELEMENTS
- (2006)
- (2007) A. Slab on grade, Grade beams, and Footings: Normal-weight concrete.
- (2008) 1. Mix design per Standard Specifications for Public Works Construction 2012 Edition
- (2009) for concrete with moderate sulfate exposure, Use 658-CME-4500P
- (2010) 2. Minimum Compressive Strength: 4500 psi at 28 days
- (2011) 3. Slump Limit: 4 inches, plus or minus 1 inch.
- (2012)
- (2013) B. Concrete Toppings: Light-weight concrete.
- (2014) 1. Mix design per Standard Specifications for Public Works Construction 2012
- (2015) Edition, Use 565-C-3250P (LWT)
- (2016) 2. Minimum Compressive Strength: 3250 psi at 28 days
- (2017) 3. Maximum W/C Ratio: 0.45
- (2018)
- (2019) C. Drag Beam on top of CMU: Normal-Weight Concrete
- (2020) 1. Mix design per Standard Specifications for Public Works Construction 2012
- (2021) Edition, Use 560-C-3250
- (2022) 2. Minimum Compressive Strength: 3250 psi at 28 days
- (2023) 3. Slump Limit: 4 inches, plus or minus 1 inch.
- (2024)
- (2025)
- (2026)
- (2027)
- (2028)
- (2029) 2.8 FABRICATING REINFORCEMENT
- (2030)
- (2031) A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."
- (2032)
- (2033)
- (2034) 2.9 CONCRETE MIXING
- (2035) A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to
- (2036) ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
- (2037) 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery
- (2038) time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery
- (2039) time to 60 minutes.
- (2040)
- (2041)
- (2042)
- (2043)
- (2044) FOSS FIELD TENNIS COURT
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(2047) B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according
(2048) to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine
mixer.

(2049)

(2050) 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes,

(2051) but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.

(2052) 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for

(2053) each additional 1 cu. yd..

(2054) 3. Provide batch ticket for each batch discharged and used in the Work, indicating

(2055) Project identification name and number, date, mixture type, mixture time, quantity,
and amount of water added. Record approximate location of final deposit in
structure.

(2056)

(2057)

(2058) PART 3 - EXECUTION

(2059)

(2060)

(2061) 3.1 FORMWORK INSTALLATION

(2062) A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support

(2063) vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can
support such loads.

(2064)

(2065) B. Construct formwork so concrete members and structures are of size, shape, alignment,

(2066) elevation, and position indicated, within tolerance limits of ACI 117.

(2067)

(2068) C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as

(2069) follows:

(2070)

(2071) D. Retain surface classes, usually two or more, in two subparagraphs below. See discussion

(2072) in "Formwork" Article in the Evaluations. Coordinate with rough- and smooth-formed finishes in "Finishing
Formed Surfaces" Article.

(2073) E. Class A, 1/8 inch for smooth-formed finished surfaces.

(2074)

(2075) F. Class B, 1/4 inch for rough-formed finished surfaces.

(2076)

(2077) G. Construct forms tight enough to prevent loss of concrete mortar.

(2078)

(2079) H. Construct forms for easy removal without hammering or prying against concrete surfaces.

(2080) Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms
for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

(2081) 1. Install keyways, reglets, recesses, and the like, for easy removal.

(2082) 2. Do not use rust-stained steel form-facing material.

(2083) I. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required

(2084) elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use
strike-off templates or compacting-type screeds.

(2085)

(2086) J. Provide temporary openings for cleanouts and inspection ports where interior area of

(2087) formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent
loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

(2088)

(2089)

- (2093) K. Chamfer exterior corners and edges of permanently exposed concrete.
(2094)
(2095) L. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and
(2096) bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- (2097) M. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust,
dirt, and other debris just before placing concrete.
- (2098) N. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks
(2099) and maintain proper alignment.
- (2100) O. Coat contact surfaces of forms with form-release agent, according to manufacturer's
written instructions, before placing reinforcement.
(2101)
(2102)
- (2103) 3.2 EMBEDDED ITEM INSTALLATION
(2104)
(2105) A. Place and secure anchorage devices and other embedded items required for adjoining
(2106) work that is attached to or supported by cast-in-place concrete. Use setting drawings,
templates, diagrams, instructions, and directions furnished with items to be embedded.
- (2107) 1. Install anchor rods, accurately located, to elevations required and complying with
(2108) tolerances in Section 7.5 of AISC 303.
(2109) 2. Install reglets to receive waterproofing and to receive through-wall flashings in
(2110) outer face of concrete frame at exterior walls, where flashing is shown at lintels,
(2111) shelf angles, and other conditions.
(2112) 3. Install dovetail anchor slots in concrete structures as indicated.
(2113)
(2114)
- (2115) 3.3 VAPOR-RETARDER INSTALLATION
(2116)
(2117) A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to
(2118) ASTM E 1643 and manufacturer's written instructions.
(2119)
(2120) 1. Lap joints 6 inches and seal with manufacturer's recommended tape.
- (2121) B. Bituminous Vapor Retarders: Place, protect, and repair bituminous vapor retarder
(2122) according to manufacturer's written instructions.
(2123)
(2124)
- (2125) 3.4 STEEL REINFORCEMENT INSTALLATION
(2126)
(2127) A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and
(2128) supporting reinforcement.
(2129)
(2130) 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder
(2131) before placing concrete.
(2132)
(2133) B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials
(2134) that reduce bond to concrete.
(2135)
(2136) C. Accurately position, support, and secure reinforcement against displacement. Locate and
(2137) support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing
reinforcing bars.
(2138)
(2139)

- (2143) 1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.
 (2144)
 (2145) D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- (2146) E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced
 (2147) to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- (2148) F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair
 (2149) coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.
- (2150)
 (2151) G. Zinc-Coated Reinforcement: Repair cut and damaged zinc coatings with zinc repair
 (2152) material according to ASTM A 780/A 780M. Use galvanized-steel wire ties to fasten zinccoated steel reinforcement.
 (2153)
- (2154) 3.5 JOINTS
 (2155)
- (2156) A. General: Construct joints true to line with faces perpendicular to surface plane of
 (2157) concrete.
 (2158)
- (2159) B. Construction Joints: Install so strength and appearance of concrete are not impaired, at
 (2160) locations indicated or as approved by Architect.
 (2161)
- (2162) 1. Place joints perpendicular to main reinforcement. Continue reinforcement across
 (2163) construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
- (2164) 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
- (2165) 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
 (2166) Offset joints in girders a minimum distance of twice the beam width from a beam girder intersection.
- (2167) 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams,
 (2168) and girders and at the top of footings or floor slabs.
- (2169) 5. Space vertical joints in walls as indicated. Locate joints beside piers integral with
 (2170) walls, near corners, and in concealed locations where possible.
- (2171) 6. Use a bonding agent at locations where fresh concrete is placed against hardened
 (2172) or partially hardened concrete surfaces.
- (2173) 7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against
 (2174) hardened or partially hardened concrete surfaces.
- (2175) C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints,
 (2176) sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 (2177)
- (2178) 1. Grooved Joints: Form contraction joints after initial floating by grooving and
 (2179) finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
- (2180) 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof
 (2181) abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when
 (2182) cutting action does not tear, abrade, or otherwise damage surface and before
 (2183) concrete develops random contraction cracks.
 (2184)
 (2185)
 (2186)
 (2187)

(2191) D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at
(2192) slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other
locations, as indicated.

(2193)

(2194) 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished
(2195) concrete surface unless otherwise indicated.

(2196) 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch
(2197) below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are
indicated.

(2198) 3. Install joint-filler strips in lengths as long as practicable. Where more than one
(2199) length is required, lace or clip sections together.

(2200) E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated.

(2201) Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

(2202)

(2203)

(2204) 3.6 CONCRETE PLACEMENT

(2205) A. Before placing concrete, verify that installation of formwork, reinforcement, and
(2206) embedded items is complete and that required inspections are completed.

(2207) B. Do not add water to concrete during delivery, at Project site, or during placement unless
(2208) approved by Architect.

(2209) C. Before test sampling and placing concrete, water may be added at Project site, subject to
(2210) limitations of ACI 301.

(2211) 1. Do not add water to concrete after adding high-range water-reducing admixtures to
(2212) mixture.

(2213) D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that
(2214) no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to
avoid segregation.

(2215) 1. Deposit concrete in horizontal layers of depth not to exceed formwork design
(2216) pressures and in a manner to avoid inclined construction joints.

(2217) 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI
(2218) 301.

(2219) 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw
(2220) vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer
and at least 6 inches into preceding layer. Do not insert vibrators into lower layers
of concrete that have begun to lose plasticity. At each insertion, limit duration of
vibration to time necessary to consolidate concrete and complete embedment of
reinforcement and other embedded items without causing mixture constituents to
segregate.

(2221)

(2222) E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within
(2223) limits of construction joints, until placement of a panel or section is complete.

(2224)

(2225) 1. Consolidate concrete during placement operations, so concrete is thoroughly
(2226) worked around reinforcement and other embedded items and into corners.

(2227) 2. Maintain reinforcement in position on chairs during concrete placement.

(2228) 3. Screed slab surfaces with a straightedge and strike off to correct elevations.

(2229) 4. Slope surfaces uniformly to drains where required.

(2230)

(2231)

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(2235) 5. Begin initial floating using bull floats or darbies to form a uniform and open-
(2236) textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab
surfaces before starting finishing operations.

(2237)

(2238)

(2239) 3.7 FINISHING FORMED SURFACES

(2240) A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie
(2241) holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on
formed-surface irregularities.

(2242)

(2243) 1. Apply to concrete surfaces not exposed to public view

(2244) B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material,
(2245) arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and
defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

(2246)

(2247) 1. Apply to concrete surfaces exposed to public view .

(2248)

(2249) C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where
(2250) indicated:

(2251)

(2252) 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten
(2253) concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform
color and texture. Do not apply cement grout other than that created by the rubbing process.

(2254)

(2255) 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of
thick paint to coat surfaces and fill small holes. Mix 1 part portland cement to 1-1/2
parts fine sand with a 1:1 mixture of bonding admixture and water. Add white
portland cement in amounts determined by trial patches, so color of dry grout
matches adjacent surfaces. Scrub grout into voids and remove excess grout.
When grout whitens, rub surface with clean burlap and keep surface damp by fog
spray for at least 36 hours.

(2256)

(2257) 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part
portland cement and 1 part fine sand with a 1:1 mixture of bonding agent and water. Add white portland
cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress
grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

(2258)

(2259) D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed
(2260) surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed
surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces
unless otherwise indicated.

(2261)

(2262)

(2263) 3.8 FINISHING FLOORS AND SLABS

(2264) A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and
(2265) finishing operations for concrete surfaces. Do not wet concrete surfaces.

(2266)

(2267) B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and
bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one
direction.

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- (2274) 1. Apply scratch finish to surfaces indicated
(2275)
(2276) C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is
(2277) small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat
float passes and restraightening until surface is left with a uniform, smooth, granular texture.
(2278)
(2279) 1. Apply float finish to surfaces indicated
(2280)
(2281) D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by
hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks
and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through
applied coatings or floor coverings.
(2282)
(2283) 1. Apply a trowel finish to surfaces indicated
(2284) 2. Finish surfaces to the following tolerances, according to ASTM E 1155, for a
(2285) randomly trafficked floor surface:
(2286)
(2287) a. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; with
(2288) minimum local values of flatness, F(F) 17; and of levelness, F(L) 15.
(2289) b. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with
(2290) minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.
(2291) c. Specified overall values of flatness, F(F) 30; and of levelness, F(L) 20; with
(2292) minimum local values of flatness, F(F) 24; and of levelness, F(L) 15; for suspended slabs.
(2293) d. Specified overall values of flatness, F(F) 45; and of levelness, F(L) 35; with
(2294) minimum local values of flatness, F(F) 30; and of levelness, F(L) 24.
(2295)
(2296) 3. Finish and measure surface, so gap at any point between concrete surface and an
(2297) unlevelled, freestanding, 10-ft.-long straightedge resting on two high spots and placed anywhere on the
surface does not exceed 1/8 inch.
(2298)
(2299) E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated While
(2300) concrete is still plastic, slightly scarify surface with a fine broom.
(2301) 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
(2302)
(2303) F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and
(2304) elsewhere as indicated.
(2305)
(2306) 1. Immediately after float finishing, slightly roughen trafficked surface by brooming
(2307) with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect
before application.
(2308)
(2309) 3.9 MISCELLANEOUS CONCRETE ITEM INSTALLATION
(2310)
(2311) A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is
(2312) in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place
construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
(2313)
(2314)
(2315)
(2316)
(2317)
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- (2322) B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still
(2323) green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- (2324) C. Equipment Bases and Foundations:
- (2325) 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
- (2326) 2. Construct concrete bases specified per plan, and extend base not less than 6
(2327) inches in each direction beyond the maximum dimensions of supported equipment
(2328) unless otherwise indicated or unless required for seismic anchor support.
- (2329) 3. Minimum Compressive Strength: 4500 psi at 28 days.
- (2330) 4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise
(2331) indicated, install dowel rods on 18-inch centers around the full perimeter of concrete
(2332) base.
- (2333) 5. For supported equipment, install epoxy-coated anchor bolts that extend through
(2334) concrete base and anchor into structural concrete substrate.
- (2335) 6. Prior to pouring concrete, place and secure anchorage devices. Use setting
(2336) drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
- (2337) 7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for
(2338) proper attachment to supported equipment.
- (2339) D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated
(2340) items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete
(2341) surfaces.
- (2342)
- (2343)

(2344) 3.10 CONCRETE PROTECTING AND CURING

(2345)

- (2346) A. General: Protect freshly placed concrete from premature drying and excessive cold or hot
(2347) temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hotweather protection during curing.
- (2348) B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot,
(2349) 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.
- (2350) C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams,
(2351) supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- (2352) D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed
(2353) surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- (2354) E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
- (2355) 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days
(2356) with the following materials:
- (2357) a. Water.
- (2358) b. Continuous water-fog spray.
- (2359) c. Absorptive cover, water saturated, and kept continuously wet. Cover
(2360) concrete surfaces and edges with 12-inch lap over adjacent absorptive
(2361) covers.
- (2362)
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- (2369) 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining
(2370) cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches,
and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes
or tears during curing period, using cover material and waterproof tape.
- (2371) a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to
(2372) receive floor coverings.
(2373) b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to
(2374) receive penetrating liquid floor treatments.
(2375) c. Cure concrete surfaces to receive floor coverings with either a moisture-
(2376) retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor
(2377) covering used on Project.
- (2378) 3. Curing Compound: Apply uniformly in continuous operation by power spray or
(2379) roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within
three hours after initial application. Maintain continuity of coating and repair damage during curing period.
- (2380) a. Removal: After curing period has elapsed, remove curing compound without
(2381) damaging concrete surfaces by method recommended by curing compound manufacturer unless
manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.
- (2382) 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a
(2383) continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas
subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and
apply a second coat. Maintain continuity of coating and repair damage during curing period.
- (2384)
(2385)
(2386) 3.11 LIQUID FLOOR TREATMENT APPLICATION
- (2387) A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor
(2388) treatment according to manufacturer's written instructions.
- (2389) B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound
(2390) to hardened concrete by power spray or roller according to manufacturer's written instructions.
(2391)
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- (2393) 3.12 JOINT FILLING
(2394)
- (2395) A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
(2396)
- (2397) B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave
(2398) contact faces of joints clean and dry.
(2399)
- (2400) C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed
(2401) joints. Overfill joint and trim joint filler flush with top of joint after hardening.
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(2413) 3.13 CONCRETE SURFACE REPAIRS

(2414)

(2415) A. Defective Concrete: Repair and patch defective areas when approved by Architect.

(2416) Remove and replace concrete that cannot be repaired and patched to Architect's approval.

(2417) B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-

(2418) 1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

(2419)

(2420) C. Repairing Formed Surfaces: Surface defects include color and texture irregularities,

(2421) cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

(2422) 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids

(2423) more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

(2424) 2. Repair defects on surfaces exposed to view by blending white portland cement

(2425) and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

(2426) 3. Repair defects on concealed formed surfaces that affect concrete's durability and

(2427) structural performance as determined by Architect.

(2428)

(2429) D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for

(2430) finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

(2431)

(2432) 1. Repair finished surfaces containing defects. Surface defects include spalls,

(2433) popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

(2434) 2. After concrete has cured at least 14 days, correct high areas by grinding.

(2435) 3. Correct localized low areas during or immediately after completing surface

(2436) finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.

(2437) 4. Correct other low areas scheduled to receive floor coverings with a repair

(2438) underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.

(2439) 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut

(2440) out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

(2441) 6. Repair defective areas, except random cracks and single holes 1 inch or less in

(2442) diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as

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- (2450) original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete. 7. Repair random cracks and single holes 1 inch or less in diameter with patching
- (2451) mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- (2452) E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy
(2453) adhesive and patching mortar.
- (2454) F. Repair materials and installation not specified above may be used, subject to Architect's
(2455) approval.
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- (2458) 3.14 FIELD QUALITY CONTROL
(2459)
- (2460) A. Special Inspections: Engage a City of Perris City Deputy special inspector and qualified
(2461) testing and inspecting agency to perform field tests and inspections and prepare test reports.
- (2462) B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and
(2463) inspections and to submit reports.
(2464)
- (2465) C. Inspections:
(2466)
- (2467) 1. Steel reinforcement placement.
 - (2468) 2. Steel reinforcement welding.
 - (2469) 3. Headed bolts and studs.
 - (2470) 4. Verification of use of required design mixture.
 - (2471) 5. Concrete placement, including conveying and depositing.
 - (2472) 6. Curing procedures and maintenance of curing temperature.
 - (2473) 7. Verification of concrete strength before removal of shores and forms from beams
(2474) and slabs.
(2475)
- (2476) D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to
(2477) ASTM C 172/C 172M shall be performed according to the following requirements:
(2478)
- (2479) 1. Testing Frequency: Obtain one composite sample for each day's pour of each
(2480) concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - (2481) 2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or
(2482) fraction thereof of each concrete mixture placed each day.
- (2483) a. When frequency of testing provides fewer than five compressive-strength
(2484) tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
- (2485)
- (2486) 3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite
(2487) sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - (2488) 4. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete;
(2489) ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one
(2490) test for each composite sample, but not less than one test for each day's pour of
(2491) each concrete mixture.
(2492)
(2493)

- (2497) 5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air
(2498) temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
(2499) 6. Unit Weight: ASTM C 567/C 567M, fresh unit weight of structural lightweight
(2500) concrete; one test for each composite sample, but not less than one test for each day's pour of each
concrete mixture.
(2501) 7. Compression Test Specimens: ASTM C 31/C 31M.
(2502)
(2503) a. Cast and laboratory cure two sets of two standard cylinder specimens for
(2504) each composite sample.
(2505) b. Cast and field cure two sets of two standard cylinder specimens for each
(2506) composite sample.
(2507)
(2508) 8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-
(2509) cured specimens at 7 days and one set of two specimens at 28 days.
(2510)
(2511) a. Test one set of two field-cured specimens at 7 days and one set of two
(2512) specimens at 28 days.
(2513) b. A compressive-strength test shall be the average compressive strength from
(2514) a set of two specimens obtained from same composite sample and tested at age indicated.
- (2515) 9. When strength of field-cured cylinders is less than 85 percent of companion
(2516) laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures
for protecting and curing in-place concrete.
- (2517) 10. Strength of each concrete mixture will be satisfactory if every average of any three
(2518) consecutive compressive-strength tests equals or exceeds specified compressive strength and no
compressive-strength test value falls below specified compressive strength by more than 500 psi.
- (2519) 11. Test results shall be reported in writing to Architect, concrete manufacturer, and
(2520) Contractor within 48 hours of testing. Reports of compressive-strength tests shall
contain Project identification name and number, date of concrete placement, name
of concrete testing and inspecting agency, location of concrete batch in Work,
design compressive strength at 28 days, concrete mixture proportions and
materials, compressive breaking strength, and type of break for both 7- and 28-day
tests.
- (2521) 12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive
(2522) device may be permitted by Architect but will not be used as sole basis for approval or rejection of
concrete.
- (2523) 13. Additional Tests: Testing and inspecting agency shall make additional tests of
(2524) concrete when test results indicate that slump, air entrainment, compressive strengths, or other
requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct
tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by
other methods as directed by Architect.
- (2525) 14. Additional testing and inspecting, at Contractor's expense, will be performed to
(2526) determine compliance of replaced or additional work with specified requirements.
- (2527) 15. Correct deficiencies in the Work that test reports and inspections indicate do not
(2528) comply with the Contract Documents.
(2529)
- (2530) E. Measure floor and slab flatness and levelness according to ASTM E 1155 within 24 hours
(2531) of finishing.
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(2541) 3.15 PROTECTION OF LIQUID FLOOR TREATMENTS

(2542)

(2543) A. Protect liquid floor treatment from damage and wear during the remainder of construction

(2544) period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

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(2546) END OF SECTION

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