

**IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA
COMMUNITY CENTER – CIP 9071**
Goleta, California

**Invitation for Bid (IFB) for Construction of the Improvements to the
Athletic Field at the Goleta Community Center**



By 
Vyto Adomaitis, Director
Neighborhood Services & Public Safety

Bid Number: 01-19

Bid Opening: MAY 30, 2019

For use with Standard Specifications
for Public Works Construction "GREENBOOK" (2018 Edition)

As of April 2019

City of Goleta
Department of Neighborhood Services
& Public Safety

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TABLE OF CONTENTS

SECTION

NOTICE INVITING SEALED BIDS	A
BIDDING INSTRUCTIONS	B
ATTACHMENT A TO BIDDING INSTRUCTIONS – EQUAL SUBSTITUTION REQUEST FORM	
PROPOSAL	C
CONTRACT	D
1. CONTRACT	
2. PERFORMANCE BOND FORM	
3. PAYMENT BOND FORM	
Standard Specifications for Public Works Construction “GREENBOOK” (2018 Edition) are incorporated by reference - not provided	
CITY GENERAL PROVISIONS	E
Section E – GENERAL PROVISIONS	E-1
Section 1 – Terms, Definitions, Abbreviations, Units of Measure, and Symbols	E-1
Section 2 – Scope of Work	E-1
Section 3 – Control of the Work	E-4
Section 4 – Control of Materials	E-5
Section 5 – Legal Relations and Responsibilities	E-5
Section 6 – Prosecution and Progress of the Work	E-8
Section 7 – Measurement and Payment	E-11
Section 8 – Facilities for Agency Personnel	E-18
Section 9 – Claim Resolution Process	E-18

CITY SPECIAL PROVISIONS	F
SECTION F1 - General Construction Information	F-1
F1-1 LOCATION AND SCOPE OF WORK	F-1
F1-2 NOTIFICATIONS	F-1
F1-3 EMERGENCY INFORMATION	F-1
F1-4 ORDER OF THE WORK	F-2
F1-5 PROSECUTION OF WORK	F-2
F1-6 STORM WATER POLLUTION CONTROL PROGRAM	F-3
SECTION F2 - CONSTRUCTION MATERIALS AND METHODS	F-6
F2-1 MOBILIZATION, BONDS & INSURANCE	F-6
F2-2 TRAFFIC CONTROL	F-7
F2-3 ROADWAY PREPARATION	F-11
F2-4 COLD PLANING	F-11
F2-5 ASPHALT TACK COAT	F-14
F2-6 REMOVE ROOTS UNDER CONCRETE OR PAVEMENT	
REPAIRS	F-15
F2-7 ASPHALT CONCRETE (AC)	F-16
F2-8 SHOULDER BACKING	F-23
F2-9 QUICKLIME AND CEMENT TREATMENT	F-24
F2-10 LOWERING & ADJUSTING OF UTILITY COVERS	F-28
F2-11 TRAFFIC STRIPING, MARKINGS & SIGNS	F-30
F2-12 MISCELLANEOUS CONCRETE	F-32
F2-13 SIGNS AND POSTS	F-36

SECTION

A

NOTICE INVITING SEALED BIDS

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SECTION A NOTICE INVITING SEALED BIDS

**NOTICE INVITING SEALED BIDS
FOR THE CONSTRUCTION OF
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER
130 Cremona Drive, Suite B, City of Goleta, CA**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta (“City”), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 130 Cremona Drive, Suite B, Goleta, California 93117, up to the hour of **3:00 p.m. on Thursday, MAY 30, 2019** and will be publicly opened and read aloud promptly thereafter. Faxes or any electronic format is not acceptable.

Copies of the Bidding Documents including Project Plans and Specifications, City General Provisions, City and Special Provisions, but not including Greenbook Standard Plans, Greenbook Standard Specifications, Greenbook Standard Special Provisions – 2018 Edition, or Reference Specifications) are available from the City, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$50.00 non-refundable fee if picked up, or no payment to City if obtained from Construction Bidboard, Inc. at <http://www.ebidboard.com/>, or City of Goleta website at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

Each Bidder shall register by providing its street address, e-mail, phone and fax to City at the time of pick-up or request for Bidding Documents (“Registered Bidders”); Addenda, if any, shall be issued via e-mail or CD (no hard copy) only to Registered Bidders. The City reserves the right to extend the Bid Deadline and Bid Opening by issuing an Addendum to Registered Bidders no later than 72 hours prior to the Bid Deadline.

The work includes all labor, material and equipment necessary for the construction of the improvements to the athletic field at the Goleta Community Center, including concrete work, irrigation, recreation amenities and landscaping, within the City of Goleta, CA. The contract period is **40 Working Days**. A **mandatory** meeting and walkthrough of the project site will take place at 9:00 a.m. on **Friday, May 17, 2019**, at the Goleta Valley Community Center, 5679 Hollister Avenue, Goleta.

Any contract entered into pursuant to this notice will incorporate provisions of the California Labor Code. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations per California Labor Code Section 1771.4, including prevailing wage rates and apprenticeship employment standards. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required. The City hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

Bids must be prepared on the approved bid forms in conformance with the “Bidding Instructions” and the General Provisions and submitted in a sealed envelope plainly marked on the outside, **“SEALED BID FOR IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER. DO NOT OPEN WITH REGULAR MAIL.”** The bid must be accompanied by certified cashier’s check, or bidder’s bond, made payable to City. The bid security shall be an amount equal to ten percent (10%) of the total maximum amount bid with their proposals as required by California law.

A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class “A” Contractor’s license or specialty licensing in accordance with the provisions of the California Business and Professions Code.

Within such limits as may be prescribed by law, the City Council of the City of Goleta reserves the right to reject any and all Bids, to accept, reject or waive any variances or informalities in a Bid or in the bidding, or take bids under advisement. Failure to provide proof of the contractor’s current registration pursuant to Section 1725.5 of the Labor Code may result in rejection of the bid as non-responsive. Failure to comply with enforcement provisions pursuant to Section 1771.4 of the Labor Code may result in a determination that the bidder is not responsible.


The Contractor Company, including the Responsible Managing Officer (RMO) for the Contractor Company, shall demonstrate a minimum of three (3) years’ experience successfully performing projects of substantially similar type, magnitude, and character of the work bid.

Bids shall remain open and valid for a period of ninety (90) days after the Bid Deadline.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure performance under the Contract or, in the alternative, request the City to make payment of retention to an escrow agent.

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805) 961-7505 or register on the City’s website (www.cityofgoleta.org).

CITY OF GOLETA


Deborah S. Lopez, City Clerk

SECTION

B

BIDDING INSTRUCTIONS

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SECTION B BIDDING INSTRUCTIONS

1. DEFINITIONS. All definitions are as provided for in the 2018 Standard Specifications for Public Works Construction, “Greenbook,” unless provided otherwise. The definitions in the contract documents are applicable to all Bidding Documents.

- 1.1 “Addenda” means written or graphic instruments issued by the City before the Bid Deadline that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.2 “Alternate” means a proposed change in the work, as described in the Bidding Documents which, if accepted, may result in a change to either the contract sum or the contract time, or both.
- 1.3 “Bid Deadline” means the date and time designated in the Notice Inviting Sealed Bids as the last date and time for receipt of Bids, as may be revised by Addenda.
- 1.4 “Bidder” means a person or firm that submits a Bid.
- 1.5 “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda.
- 1.6 “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the work described in the Bidding Documents, but not including unit price items or Alternates.
- 1.7 “Unit Price” means an amount stated in the Bid for which Bidder offers to perform the unit price work for a fixed price per unit of measurement.
- 1.8 “Inspector” means the person designated by the Engineer to ensure specification compliance.

2. BIDDER’S REPRESENTATIONS. By making its Bid, Bidder represents that:

- 2.1 Bidder read, understood, and made the Bid pursuant to the requirements in the Bidding Documents.
- 2.2 Bidder attended the mandatory Pre-Bid meeting and walkthrough on Friday, May 17, 2019 at 9:00 am, visited the Project site and is familiar with the conditions under which the Work will be performed and the local conditions as related to the Contract Documents. Failure to attend Pre-Bid Meeting and Walkthrough may result in a bid being deemed non-responsive and not eligible for award of the contract.
- 2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

- 2.4 Bidder and all Subcontractors, regardless of tier, have the appropriate current licenses issued by the State of California Contractor's State License Board for the Work to be performed. If Bidder is a joint venture, the Bidder will have a joint venture license appropriate for the performance of the work, and each member of the joint venture will likewise have the appropriate license. Business and Professions Code §§ 7000-7191 establish licensing requirements for contractors. If a Bidder, that is a specialty contractor, submits a Bid involving 3 or more specialized building trades, the work of which is more than incidental and supplemental to the performance of the Work for which Bidder holds a specialty contractor license, Bidder must also hold either (1) a specialty contractor "C" license in each such trade, (2) a General Engineering contractor "A" license, or (3) a General Building contractor "B" license. This requirement is applicable whether or not Bidder lists a Subcontractor for each such trade.
- 2.5 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.6 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on Bidder's behalf.
- 2.7 Bidder is aware of and, if awarded the Contract, will comply with legal requirements in its performance of the Work.
- 2.8 The Bidder has paid any applicable City business license fee(s).

3. BIDDING DOCUMENTS.

- 3.1 Bidders may obtain complete sets of the Bidding Documents from the City's Public Works Department for the sum stated in the Notice Inviting Sealed Bids.
- 3.2 Bidders will use a complete set of Bidding Documents in preparing Bids.
- 3.3 The City makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.
- 3.4 Bidders will be evaluated for responsiveness and responsibility based on information provided in the bid documents under Designation of Subcontractors" and Bidder's References."

4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.

- 4.1 Before submitting its Bid, Bidder will carefully study and compare the various documents comprising the Bidding Documents and compare them with any other work being bid concurrently or presently under construction

which relates to the work for which the Bid is submitted; will examine the project site, the conditions under which the work is to be performed, and the local conditions; and will at once report to the City's representative errors, inconsistencies, or ambiguities discovered.

Requests for clarification or interpretation of the Bidding Documents will be addressed to the City's representative. Please email your questions to jplummer@cityofgoleta.org

- 4.2 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner will not be binding and Bidders will not rely upon them.

5. PRODUCT SUBSTITUTIONS.

- 5.1 No substitutions will be considered before award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

6. SUBCONTRACTORS.

- 6.1 Each Bidder will list in the Designation of Subcontractor form all first-tier subcontractors that will perform work, labor or render such services in excess of one half percent ($\frac{1}{2}$ %) of work. The Designation of Subcontractor Form contains spaces for the following information when listing subcontractors: (1) Work activity; (2) name of subcontractor; (3) city of subcontractor's business location. Failure to list any of these items on the form will result in the City treating the Bid as if no subcontractor was listed for the work and that Bidder represents to the City that it is fully qualified to perform that portion of the work and will so perform such work.
- 6.2 Subcontractors listed in the Designation of Subcontractor form will only be substituted after the Bid Deadline with the City's written consent in accordance with California law.

7. ADDENDA.

- 7.1 Addenda will be in writing and issued only by the City. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents and who have provided a mailing address for receipt of Addenda.
- 7.2 Copies of Addenda will be made available for inspection at the City's Public Works Department and posted at ebidboard.com
- 7.3 The City will issue Addenda so that they are received by prospective Bidders not later than three (3) business days before the Bid Deadline.

Addenda that withdraws the request for Bids or postpones the Bid Deadline may be issued any time before the Bid Deadline.

- 7.4 Each Bidder is responsible for ensuring that it has received all issued Addenda before submitting a Bid. All bidders are required to acknowledge and confirm receipt of each and ever addendum in their Bid Proposal Form. Failure to acknowledge all Addenda ma result in a Bid being deemed nonresponsive and not eligible for award fo the Contract.

8. FORM AND STYLE OF BIDS.

- 8.1 Bids will be submitted on the bid forms included with the Bidding Documents. Bids not submitted on the City's bid form will be rejected. Bid forms shall not be removed from the contract documents or complete bid specification package.
- 8.2 All blanks on the bid forms will be filled in legibly in ink or typed.
- 8.3 Bidder's failure to submit a price for any Alternate or unit price will result in the Bid being considered as non-responsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, enter "No Change."
- 8.4 Each Bidder must fill out the "Bidder's Statement of Past Contract Disqualifications" form stating any and all instances of contract disqualifications due to a violation of a law or safety regulation. The Bidder must explain the circumstances of each disqualification. The City may reject the Bid based on such information.
- 8.5 Bidder will make no stipulations on the bid form nor qualify the Bid in any manner.
- 8.6 The Bids will be based upon full completion of all the work as shown on the plans and specifications. It is expressly understood that the plans are drawn with as much accuracy as is possible in advance, but should errors, omissions or discrepancies exist in the plans which show conditions that vary from those encountered in construction, the Bidder (if awarded the contract) specifically agrees to construct a completed work ready for the use and in the manner which is intended. In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished must be paid for according to the unit or lump sum price established for such work under the Contract, wherever such unit or lump sum price has been established. In the event no prices are named in the contract to cover such changes or alterations, the cost of such changes must be covered as extra work.
- 8.7 The bid forms will be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's representative will sign and date the

Declaration of Eligibility to Contract included in the bid forms. Failure to sign and date the Declaration will cause the Bid to be rejected.

9. BID SECURITY.

- 9.1 Each Bid will be accompanied by bid security, in the amount of 10% of the total bid as security for Bidder's obligation to enter into a contract with the City on the terms stated in the bid forms and to furnish all items required by the Bidding Documents. Bid security will be a Bid Bond on the form provided by the City. When a Bid Bond is used for bid security, failure to use the City's Bid Bond form will result in the rejection of the Bid.
- 9.2 If the apparent lowest responsible Bidder fails to sign the contract and furnish all items required by the Bidding Documents within the time limits specified in these Bidding Instructions, the City will disqualify such Bidder and select the next apparent lowest responsible Bidder until all Bids have been exhausted or the City may reject all Bids. In such an event, the disqualified Bidder will be liable for and forfeit to the City the amount of the difference, not to exceed the amount of the bid security, between the amount of the disqualified Bid and the larger amount for which the City procures the work.
- 9.3 If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney will be affixed to the Bid Bond. The surety issuing the Bid Bond will be listed in the latest published State of California, Department of Insurance list of, "Insurers Admitted to Transact Surety Insurance in This State."
- 9.4 The City will retain the bid security until the occurrence of one of the following:
 - 9.4.1 All items required by the Bidding Documents have been furnished and the contract has been signed by the successful Bidder and the City.
 - 9.4.2 The specified time has elapsed during which Bids may be withdrawn.
 - 9.4.3 All Bids have been rejected.

10. BID DELIVERY.

- 10.1 The bid forms, bid security, and all other documents required to be submitted with the Bid will be enclosed in a sealed opaque envelope. The envelope will be addressed to the City Clerk. The envelope will be identified with the IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER, Bidder's name and address, and, if applicable, the

designated portion of the project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope will be enclosed in a separate mailing envelope labeled as follows: **“SEALED BID FOR IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER. DO NOT OPEN WITH REGULAR MAIL.”**

- 10.2 Bids will be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.
- 10.3 Bidder will assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 10.4 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

11. MODIFICATION OR WITHDRAWAL OF BID.

- 11.1 Before the Bid Deadline, a submitted Bid may be modified or withdrawn. Notice of such action will be given to the City in writing and signed by the Bidder’s authorized representative. A change so made will be so worded as not to reveal the amount of the original Bid.
- 11.2 A withdrawn Bid may be resubmitted up to the Bid Deadline, provided that it then fully complies with the Bidding Requirements.
- 11.3 Bid Security will be in an amount sufficient for the Bid as modified or resubmitted.
- 11.4 Bids may not be modified, withdrawn, or canceled within sixty (60) days after the Bid Deadline unless otherwise provided in any supplementary instructions to Bidders.

12. OPENING OF BIDS.

- 12.1 Bids submitted in the manner required by these instructions and are received on or before the Bid Deadline will be opened publicly.

13. REJECTION OF BIDS.

- 13.1 The City will have the right to reject all Bids.
- 13.2 The City will have the right to reject any Bid not accompanied by the required bid security or any other item required by the Bidding Documents, or a Bid which is in any other way materially incomplete or irregular.

14. AWARD.

- 14.1 The City may retain all Bids for a period of sixty (60) days for examination and comparison, and to delete any portion of the Work from the Contract.
- 14.2 The City will have the right to waive nonmaterial irregularities in a Bid and to accept the lowest responsive Bid as determined by the City.
- 14.3 The City will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.
- 14.4 The City will determine the low Bidder on the basis of the total bid price plus all unit prices multiplied by their respective estimated quantities as stated in the bid forms, if any.
- 14.5 The City will select the apparent lowest responsive and responsible Bidder and notify such Bidder within thirty (30) days (unless the number of days is modified in any supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within ten (10) days after receiving the City's notice that Bidder was selected as the apparent lowest responsive Bidder, Bidder will submit to the City all of the following items:
 - 14.5.1 Two originals of the Contract signed by Bidder.
 - 14.5.2 Two originals of the Payment Bond.
 - 14.5.3 Two originals of the Performance Bond.
 - 14.5.4 Certificates of Insurance on form provided by the City.
 - 14.5.5 Names of all Subcontractors, with their addresses, telephone number, facsimile number and trade on Bidders' company stationery. Evidence, as required by the City, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
- 14.6 Before award of the contract, the City will notify Bidder in writing, if the City objects to a subcontractor proposed by Bidder, in which case Bidder will propose a substitute acceptable to the City. Failure of the City to object to a propose subcontractor before award will not preclude the City from requiring replacement of any subcontractor based upon information received subsequent to award, information which cannot be properly evaluated before award due to time constraints, or information relating to a failure to comply with the requirements of the contract.
- 14.7 If Bidder submits the two original signed contracts and all other items within ten (10) days after receiving the City's notification, and all such items comply with the requirements of the Bidding Documents, the City will award

the Contract to Bidder by signing the Contract and returning a signed copy of the contract to Bidder.

- 14.8 If the City consents to the withdrawal of the Bid of the apparent lowest responsible Bidder, or the apparent lowest responsible Bidder fails or refuses to sign the Contract or submit to the City all of the items required by the Bidding Documents, within ten (10) days after receiving the City's notification, or the City determines that the Bidder is not financially or otherwise qualified to perform the contract, the City may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all bids are exhausted, or City reject all Bids.
- 14.9 If Alternates are called for in the Bid Proposal, the City will determine the low bidder in accordance with Public Contract Code Division II, Part 3 Chapter 1, Section 20103.8, Subdivision (b) and as follows:
 - 14.9.1 The lowest bid shall be the lowest total of the Base Bid prices on the Base Contract Work plus the prices of all Alternate Bid Items.
 - 14.9.2 Each Bidder must fill in the prices for all Alternate Bid Items indicated on the Bid Proposal form. If no change in the Base Bid price is required, enter "No Change" in the blank for the price of the Alternate Bid Item. Any Bid that does not include prices for any Alternate Bid Item may result in the Bid being rejected as nonresponsive.
 - 14.9.3 City reserves the right in its sole discretion to select any, all, or none of the Alternate Bid Items at the time of award of the Contract, regardless of whether those Alternate Bid Items were used in the analysis to determine the lowest Bid.

SECTION

C

BID PROPOSAL

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**SECTION C BID PROPOSAL
FOR
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

TO THE CITY OF GOLETA (“City”):

In accordance with City’s Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated Project as set forth in the Plans, Specifications, and Contract Documents, and to perform all Work in the manner and time prescribed therein.

Bidder declares that this Bid is based upon careful examination of the Work site, Plans, Specifications, Bidding Instructions, and all other Contract Documents. If this Bid is accepted for award, Bidder agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the Bid Security accompanying this Bid.

Bidder understands that a Bid is required for the entire Work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing Bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily completed. **THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the Bidder’s default in executing the Contract and filing the necessary bonds and insurance certificates **WITHIN 10 WORKING DAYS**, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City’s option, be considered null and void.

**BID PROPOSAL
FOR
CONSTRUCTION OF THE
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

Bids will be received until **Thursday, May 30, 2019 at 3:00 p.m.** at the City of Goleta, City Hall, 130 Cremona Drive, Suite B, Goleta, CA 93117.

For any questions regarding the Contract Documents, Specifications, Proposal or other Bidding Documents, please contact JoAnne Plummer at telephone number (805) 562-5505 or e-mail at jplummer@cityofgoleta.org.

The Project insurance requirements are as per the sample contract as contained herein this Specification.

Approximate Contract Period: **June 18, 2019 – August 6, 2019(40 working days)**

BIDDER SHALL COMPLETE:

Bidder's Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____

e-mail

The following Addenda are acknowledged: Number Dated Initials

(Bidder must fill in number and date of each Addendum or may enter the word "none" if appropriate)

_____	_____	_____
_____	_____	_____
_____	_____	_____

Attendance at the Mandatory Pre-Bid Meeting ___Yes ___No

BIDDER'S NAME

DATE

**IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER
BIDDING SHEET**

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. (See Section A2.07.)

The City reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The City further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract.

Bidders must bid on all items in the Bid Schedule. Item 11, Supplemental Work, has the amount filled in and will be included in the total for the bid. The basis of the bid will be the total of Schedule A. The Bid Alternative, if any, will not be included in the basis of the bid.

**BID PROPOSAL FOR CONSTRUCTION OF
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

BID SCHEDULE

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the construction agreement to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
EARTHWORK					
1.	Mobilization	LS	1	\$	\$
2.	Erosion Control	LS	1	\$	\$
3.	Site Clearing	SF	45,000	\$	\$
4.	Import Topsoil	CY	308	\$	\$
5.	Export Soil	CY	425	\$	\$
6.	General Earthwork	CY	750	\$	\$
7.	Fine Grading	SF	45,000	\$	\$
HARDSCAPE					

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
8	Concrete Pathway	SF	1,000	\$	\$
9	Concrete Curb Edge	LF	905	\$	\$
10	Concrete Retention Curb at Courts	LF	45	\$	\$
11	Decomposed Granite (DG) Paving	SF	4,100	\$	\$
12	DG Header	LF	225	\$	\$
FENCING					
13	Chainlink Fencing	LF	32	\$	\$
14	Chainlink Gate	EA	1	\$	\$
15	Chainlink Replacement Fabric	LF	32	\$	\$
LANDSCAPE PLANTING					
16	Soil Amendments	SF	31,000	\$	\$
17	Turf Hydroseeding	SF	31,000	\$	\$
18	Gopher Wire Mesh	SF	31,000	\$	\$
19	Shrubs – 1 Gallon	EA	48	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
20	Shrubs – 5 Gallon	EA	114	\$	\$
21	Mulch	SF	8,500	\$	\$
22	Maintenance Period	LS	1	\$	\$
IRRIGATION					
23	Trenching and Piping	LF	2,900	\$	\$
24	Rotors	EA	35	\$	\$
25	Drip Irrigation	SF	1,850	\$	\$
26	Valves	EA	11	\$	\$
27	Controller & Accessories	LS	1	\$	\$
28	Wiring	LS	1	\$	\$
TOTAL BASE AMOUNT					\$ _____

DEDUCTIVE ITEMS:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
A.	Install Sod in lieu of Seed	LS	1	\$	\$
B.	Fitness Equipment	LS	1	\$	\$
C.	Bocce Court (includes related earthwork)	LS	1	\$	\$
D.	Additional Decomposed Granite Pathway (includes related earthwork)	LS	1	\$	\$
E.	Planting & Irrigation (includes soil prep and mulch in these areas)	LS	1	\$	\$
TOTAL DEDUCTIVE ITEMS:					\$ _____

TOTAL BID \$ _____

 Company Name of Bidder

 Date

DESIGNATION OF SUBCONTRACTORS

Bidder proposes to subcontract certain portions of the Work which are in excess of one-half of one percent (0.5 %) of the total amount bid and to procure materials and equipment from suppliers and vendors. These Subcontractors are identified as follows:

Work to be Performed	Subcontractor License Number	Percent of Total Bid	Subcontractor's Name & Address

BIDDER'S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past two years:

1. Name of Agency: _____

Agency Address and Telephone _____

Contact Person: _____

Type of Construction Project: _____

Contract Amount: _____

2. Name of Agency: _____

Agency Address and Telephone _____

Contact Person: _____

Type of Construction Project: _____

Contract Amount: _____

3. Name of Agency: _____

Agency Address and Telephone _____

Contact Person: _____

Type of Construction Project: _____

Contract Amount: _____

The following are the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

CONTRACTOR'S LICENSE REQUIREMENT

Bidder certifies that Bidder is aware that the Contract cannot be awarded to Bidder unless, at the time of the award, Bidder is the holder of a valid California Contractor's License (Class "A") proper and adequate for the work required by the Contract, and that the failure to obtain proper and adequate licensing for an award of the Contract shall result in the forfeiture of the Bidder's Security.

ELIGIBILITY TO CONTRACT

The successful Bidder shall be prohibited from performing work on this Project with a Subcontractor who is ineligible to perform work on the Project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this Bid:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this Bid are as follows:

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this ____ day of _____, 2018, at _____ California.

Signature and Title of Bidder
or Authorized Representative

(SEAL)

**BID BOND
FOR THE
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

KNOW ALL PERSONS BY THESE PRESENTS that Bidder _____, as PRINCIPAL, and _____, a corporation organized under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as CITY, in the penal sum of _____ Dollars (\$ _____), which is ten percent (10%) of the total amount bid by PRINCIPAL to CITY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to CITY for the above stated project, if such bid is rejected, or if such bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to CITY in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of CITY.

In case suit is brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs incurred by CITY in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 2019.

PRINCIPAL: _____
(Address) _____

BY: _____
(Signature and Title of Authorized Officer)

BY: _____
(Signature and Title of Authorized Officer)

SURETY: _____

(Address) _____

BY: _____

(Signature and Title of Authorized Officer)

BY: _____

(Signature and Title of Authorized Officer)

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.

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

State of California)
County of Santa Barbara) SS

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature _____
Notary Public

(Notary Seal)

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTOR'S LICENSING LAWS**

[Business & Professions Code § 7028.15; Public Contract Code § 20103.5]

The undersigned, a duly authorized representative of the Bidder, certify that I am aware of the following provisions of California law and that I, or the company/individual on whose behalf this Bid is being submitted, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within the State of California without having a license therefor, except in any of the following cases:
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20103.5 of the Public Contract Code.

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

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

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a bidder who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency.

Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid.

Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, agent or volunteer of the public agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The City shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Bidder:

License No.: _____ Class _____ Expiration date: _____

Date _____ Signature _____

DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code §§ 1777.1 and 1777.7; Public Contract Code § 6109]

The undersigned, a duly authorized representative of the Bidder, certifies and declares that:

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a Public Works project for specified periods of time.
2. The Bidder is not ineligible to bid on, be awarded or perform work as a subcontractor on a Public Works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The Bidder is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a Public Works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a Public Works project. Every Public Works project shall contain a provision prohibiting a contractor from performing work on a Public Works project with a subcontractor who is ineligible to perform work on the Public Works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(b) Any contract on a Public Works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a Public Works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."
4. The Bidder has investigated the eligibility of each and every subcontractor the contractor intends to use on this Public Works project, and determined that none of them is ineligible to perform work as a subcontractor on a Public Works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 and 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 2019, at _____, California.

Signature: _____

Name: _____

Title: _____

Name of Company: _____

Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.

SECTION

D

SAMPLE CONTRACT

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**SECTION D SAMPLE CONSTRUCTION CONTRACT
BETWEEN THE CITY OF GOLETA
AND**

This **Construction Contract** (herein referred to as “Contract”) is made and entered into this ____ day of __, 20__, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as “CITY”), and **CONTRACTOR** (hereinafter referred to as “CONTRACTOR”).

R E C I T A L S

A. Pursuant to the Invitation for Bids _____ bids were received, publicly opened, and declared on the date specified in the notice.

B. On _____, Goleta’s City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council, on this ____ day of (month), 20__, approved this Contract and authorized the City Manager to execute the Contract with CONTRACTOR for furnishing labor, equipment and material for the _____ Project in the City of Goleta.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the _____ Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the “Invitation for Bids,” attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR’S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City’s Manager’s designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk’s Office, shall consist of the Invitation for Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Contract and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of

said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Contract, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 40 working days from the date of the notice to proceed. By signing this Contract, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85,
5. CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
6. PREVAILING WAGES: Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6

and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

Pursuant to Labor Code § 1776, CONTRACTOR shall comply with all Department of Industrial Relations registration requirements.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Contract. The record will be kept

open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

8. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

9. CONTRACTOR'S LIABILITY: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Contract and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Contract or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

10. THIRD PARTY CLAIMS: In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the “Notice” section of this Contract. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

11. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

12. INSURANCE.
 - 12.1 Insurance Requirements. CONTRACTOR must provide and maintain insurance, acceptable to the City Manager and City Attorney, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. CONTRACTOR shall provide the following scope and limits of insurance:
 - A. Minimum Scope of Insurance. Coverage must be at least as broad as:
 - (1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
 - (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the CITY.
 - B. Minimum Limits of Insurance. CONTRACTOR must maintain limits of insurance no less than:
 - (1) General Liability: \$4,000,000 general aggregate for bodily injury, personal injury and property damage.

- (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

12.2 Other Provisions. Insurance policies required by this Agreement must contain the following provisions:

- A. All Policies. Each insurance policy required by this paragraph must be endorsed and state the coverage cannot be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to CITY.
- B. General Liability and Automobile Liability Coverages.
 - (1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONTRACTOR performs; products and completed operations of CONTRACTOR, which CONTRACTOR shall maintain for a minimum period of 10 years after Final Completion of the Project; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials, or employees.
 - (2) CONTRACTOR'S insurance coverage must be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONTRACTOR'S insurance.
 - (3) CONTRACTOR'S insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

- C. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer must agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONTRACTOR.
- 12.3 Other Requirements. CONTRACTOR agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance and endorsements necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The CITY may require that CONTRACTOR furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- A. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
 - B. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
- 12.4 The CONTRACTOR shall include in all subcontracts a requirement that Subcontractors of any tier shall obtain and maintain, at a minimum, all insurance required by this Section except that the limits of liability and deductibles shall be in amounts determined by the CONTRACTOR, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract. The CITY and its officials, employees, board members, commission members, officers, directors, employees, volunteers, agents, and representatives shall be named as additional insured under each policy. Certificates of insurance and endorsements acceptable to the CONTRACTOR for each Subcontractor shall be filed with the CITY prior to the Subcontractor's commencement of Work. The certificates shall contain a provision that coverage affordable under the policies will not be canceled unless at least **thirty (30) days**' prior written notice has been given to the CONTRACTOR. The CITY may, at any time, require that the CONTRACTOR provide the CITY with copies of said policies.

Certificates of insurance and endorsements acceptable to the CONTRACTOR for each Subcontractor shall be filed with the CITY prior to the Subcontractor's commencement of Work. The certificates shall contain a provision that coverage affordable under the policies will not be canceled unless at least **thirty (30) days'** prior written notice has been given to the CONTRACTOR. The CITY may, at any time, require that the CONTRACTOR provide the CITY with copies of said policies.

The CONTRACTOR and its Subcontractors of every tier shall assume full responsibility for and shall obtain insurance covering all loss or damage from any cause whatsoever to any tools, CONTRACTOR'S (or Subcontractors') employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR'S agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

12.5 Waivers of Subrogation

All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the CITY and its officials, employees, board members, commission members, officers, directors, agents, employees, volunteers, and representatives.

*Refer to Section 903-1.2 and Section 903-2.2 for additional insurance requirements.

- 13.** ASSIGNMENT: This Contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
- 14.** INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
- 15.** TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract

shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Contract. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
18. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
19. WHOLE CONTRACT: This Contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and to bind each respective party. This Contract may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
1)
21. NOTICES: All notices permitted or required under this Contract shall be in writing, and shall be deemed made when delivered to the applicable party's representative

as provided in this Contract. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF GOLETA
130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: City Manager

CONTRACTOR

22. DISPUTES: Disputes arising from this contract will be determined in accordance with the contract documents.
23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Contract because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
24. NO THIRD PARTY BENEFICIARY: This Contract and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.
25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES: The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail

copies will be treated in all respects as having the same effect as an original signature.

- 27.** GOVERNING LAW: This Contract shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Santa Barbara County.

IN WITNESS WHEREOF, the parties hereto have executed this Contract with all the formalities required by law on the respective dates set forth opposite their signatures.
[Signatures on the following page.]

This Contract is executed on this ____ day of _____, 2019, at Goleta, California, and effective as of _____, 2019.

[Signatures on the following page.]

CITY OF GOLETA:

Michelle Greene, City Manager

ATTEST:

Deborah Lopez, City Clerk
(seal)

APPROVED AS TO FORM:

Michael Jenkins, City Attorney

CONTRACTOR:

Name, Title

State of California License No.

Business Phone No.

CONTRACTOR'S Emergency Phone No. at
which contractor can be reached at any time

**PERFORMANCE BOND
FOR THE
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

_____ (“PRINCIPAL”), and _____, a corporation organized under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety (“SURETY”), are held and firmly bound unto the CITY OF GOLETA (“CITY”) in the sum of _____ (\$_____) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

PRINCIPAL or SURETY will apply this bond for the faithful performance of any and all of the conditions and stipulations set forth in this bond, and the Public Works contract (“Contract”) executed by CITY and PRINCIPAL. In the case of any default in the performance of the conditions and stipulations of this undertaking, it is agreed that PRINCIPAL or SURETY will apply the bond or any portion thereof, to the satisfaction or any damages, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements (“Project”) identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.
2. PRINCIPAL’s work on the Project will be done in accordance with the Contract Documents. Should PRINCIPAL fail to complete all required work within the time allowed, CITY may, at its sole discretion, cause all required work to be done and the parties executing the bond will be firmly bound for the payment of all necessary costs therefor.
3. PRINCIPAL will guarantee its work against any defective work, labor or materials on the Project for a period of one (1) year following the Project’s completion and acceptance by CITY.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code (“GMC”).
5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.

6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

[Signatures on the following page.]

SIGNED AND SEALED this _____ day of _____, 2019

PRINCIPAL:

SURETY:

PRINCIPAL’S MAILING ADDRESS:

SURETY’S MAILING ADDRESS:

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

NOTE:ALL signatures must be acknowledged by a notary public. Attach appropriate acknowledgement form. Also, attach evidence of the authority of any person signing as attorney-in-fact.

**PAYMENT BOND
FOR THE
IMPROVEMENTS TO ATHLETIC FIELD AT THE GOLETA COMMUNITY CENTER**

The City of Goleta (“CITY”) has awarded to _____ as Contractor (hereafter as “PRINCIPAL”), a contract (“Contract”) for the above stated project. PRINCIPAL is required to furnish a bond in connection with such Contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and _____, a corporation incorporated under the laws of the State of _____ and licensed by the State of California to execute bonds and undertakings as sole surety (“SURETY”), are held and firmly bound unto the CITY in the sum of _____ (\$ _____) dollars, lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

BOND CONDITIONS

1. PRINCIPAL will construct the public improvements (“Project”) identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. City has estimated the required amount of the bond as shown above.
2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
3. This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys’ fees and costs in an amount fixed by the court.
4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Goleta Municipal Code (“GMC”).

5. SURETY, for value received, agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code Sections 2845 and 2849.
6. This bond consists of this instrument; the Contract and Contract Documents referenced above; and the following two (2) attached exhibits all of which are incorporated herein by reference:
 - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
 - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. Should PRINCIPAL perform its obligations within the time allowed, PRINCIPAL's obligation will be void upon the acceptance of the performance by CITY; otherwise this obligation will remain in full force and effect.

[Signatures on the following page.]

SIGNED AND SEALED this _____ day of _____, 2019.

PRINCIPAL:

SURETY:

PRINCIPAL's MAILING ADDRESS:

SURETY's MAILING ADDRESS:

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

(Signature of authorized officer)

(Signature of authorized officer)

(Name and Title)

(Name and Title)

NOTE:ALL signatures must be acknowledged by a notary public. Attach appropriate acknowledgement form. Also, attach evidence of the authority of any person signing as attorney-in-fact.

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SECTION

E

GENERAL PROVISIONS

SECTION E GENERAL PROVISIONS

Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction, 2018 Edition, of the Southern California Chapter American Public Works Association. Part 1, General Provisions of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and these General Provisions, the General Provisions shall take precedence.

Modifications to Standard Specifications

SECTION 1 – GENERAL - No changes.

SECTION 2 – SCOPE OF THE WORK

Add the following:

2-1.1 Suggestions to Contractor

Any plan or method of work suggested by the Owner or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Owner and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-7.1.1 Contract Unit Prices

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in character of the work from that shown on the Plans or included in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

In the case of such an increase or decrease in a Major Bid item (defined as a single Contract item constituting 10 percent or more of the original Contract Price), the use of this basis for adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and unit price.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or included in the Specifications, an adjustment in payment will be made in accordance with Section 7-3.5.

Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred for that item prior to notification of such deletion

Replace Section **2-10 DISPUTED WORK** with the following:

If the Contractor and the Agency are unable to reach agreement on disputed work, the Agency may direct the Contractor to proceed with the work. Payment shall be later determined by mediation, if the Agency and Contractor agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with 7-4.

Add the following:

2-10.1 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

2-10.1A General

Minimize and mitigate impacts of potentially claimed work or event.

For each potential claim, assign an identification number determined by chronological sequencing and the 1st date of the potential claim.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record
2. Supplemental Potential Claim Record
3. Full and Final Potential Claim Record

Failure to comply with this procedure is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure.
2. 2. Bar to arbitration (Pub Cont Code § 10240.2)

2-10.1B Initial Potential Claim Record

Submit an Initial Potential Claim Record within 5 days of the Engineer's response to the RFI or within 5 days from the date when a dispute arises due to an act or failure to act by the Engineer. The Initial Potential Claim Record establishes the claim nature and circumstances. The claim nature and circumstances must remain consistent.

The Engineer responds within 5 days of receiving the Initial Potential Claim Record. Proceed with the potentially claimed work unless otherwise ordered.

Within 20 days of a request, provide access to the project records determined necessary by the Engineer to evaluate the potential claim.

2-10.1C Supplemental Potential Claim Record

Within 15 days of submitting the Initial Potential Claim Record, submit a Supplemental Potential Claim Record including:

1. Complete nature and circumstances causing the potential claim or event
2. Contract specifications supporting the basis of a claim
3. Estimated claim cost and an itemized breakdown of individual costs stating how the estimate was determined

4. Time Impact Analysis (TIA)

The Engineer evaluates the Supplemental Potential Claim Record and furnishes you a response within 20 days of receiving the submittal. To pursue a potential claim, comply with sections 3-4.1D and 3-4.1E.

If the estimated cost or effect on the scheduled completion date changes, update the Supplemental Potential Claim Record information as soon as the change is recognized and submit this information.

2-10.1D Full and Final Potential Claim Record

Notify the Engineer within 10 days of the completion date of the potentially claimed work. The Engineer authorizes this completion date or notifies you of a revised date.

Within 30 days of the completion of the potentially claimed work, submit a Full and Final Potential Claim Record including:

1. A detailed factual account of the events causing the potential claim, including:
 - 1.1. Pertinent dates
 - 1.2. Locations
 - 1.3. Work items affected by the potential claim
2. The Contract documents supporting the potential claim and a statement of the reasons these parts support entitlement
3. If a payment adjustment is requested, an itemized cost breakdown. Segregate costs into the following categories:
 - 3.1. Labor, including:
 - 3.1.1. Individuals
 - 3.1.2. Classifications
 - 3.1.3. Regular and overtime hours worked
 - 3.1.4. Dates worked
 - 3.2. Materials, including:
 - 3.2.1. Invoices
 - 3.2.2. Purchase orders
 - 3.2.3. Location of materials either stored or incorporated into the work
 - 3.2.4. Dates materials were transported to the job site or incorporated into the work
 - 3.3. Equipment, including:
 - 3.3.1. Detailed descriptions, including make, model, and serial number
 - 3.3.2. Hours of use
 - 3.3.3. Dates of use
 - 3.3.4. Equipment rates at the rental rate listed in Labor Surcharge and Equipment Rental Rates in effect when the affected work related to the

claim was performed

4. If a time adjustment is requested:
 - 4.1. Dates for the requested time.
 - 4.2. Reasons for a time adjustment.
 - 4.3. Contract documentation supporting the requested time adjustment.
 - 4.4. TIA. The TIA must demonstrate entitlement to a time adjustment.
5. Identification and copies of your documents and copies of communications supporting the potential claim, including certified payrolls, bills, cancelled checks, job cost reports, payment records, and rental agreements
6. Relevant information, references, and arguments that support the potential claim

The City does not consider a Full and Final Potential Claim Record that does not have the same nature, circumstances, and basis of claim as those specified on the Initial Potential Claim Record and Supplemental Potential Claim Record.

The Engineer evaluates the information presented in the Full and Final Potential Claim Record and furnishes you a response within 30 days of its receipt unless the Full and Final Potential Claim Record is submitted after Contract acceptance, in which case, a response may not be furnished. The Engineer's receipt of the Full and Final Potential Claim Record must be evidenced by postal return receipt or the Engineer's written receipt if delivered by hand.

SECTION 3 – CONTROL OF THE WORK

Add the following:

3-7.2.1 Conflict in Plans

As the figured dimensions shown on the drawings and in the specifications of the contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be done, or any of the matter relative thereto is not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof.

Replace Section **3-10.1 General** with the following:

The Contractor shall be responsible for all construction surveying and staking. Construction surveying and staking shall be considered incidental to the work, and not a pay item unless the contract bid schedule includes an item for construction surveying.

Add the following:

3-12.7 Water for Construction

Attention is directed to the various sections of the Standard Specifications and these Special Provisions which require the use of water for the construction of this project.

Attention is also directed to the provisions of Section 3, "Control of the Work", of the Standard Specifications, with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 3 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions, or as relieving the Contractor from the legal responsibilities defined in said Section 3.

Water for construction purposes as required by these Specifications will be provided by the Goleta Water District at the Contractor's expense. The City encourages the Contractor to use reclaimed water when a fill station is located nearby.

Water required for controlling dust, caused by the Contractor's operations and the passage of traffic through the construction site shall be applied as necessary, at the Contractor's expense. The Contractor shall, whenever possible and not in conflict with these specifications, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order and water leaks shall be repaired promptly.

Full compensation for providing water for the project shall be considered as included in the contract prices paid for the various items of work and no separate payment shall be made therefore.

3-13.4 Retention of Defective Work

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions therefore in the payments due or to become due to the Contractor as the Owner may deem just and reasonable.

SECTION 4 – CONTROL OF MATERIALS

Add the following:

4-6.1 Substantiation of Equivalency

Unless otherwise authorized by the Engineer, the substantiation of offers of equivalency must be submitted within 35 days after award of Contract.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

Add the following:

5-4.2.1 Insurance Rating

Insurance shall be provided by insurers with a current A.M. Best rating of no less than A- and financial strength VII or better. Contractor shall provide the following insurance:

5-4.2.2 Liability Limits/Additional Insureds

The limits of liability must be at least combined single limits of no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate, and must contain:

1. Extension of coverage to the City, its officials, officers, agents and employees, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverages identified above;
2. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days' prior written notice has been given to the City Clerk, addressed to 130 Cremona Drive, Suite B, Goleta, CA 93117;
3. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;
4. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of the Standard Conditions;
5. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;
6. A broad form property damage endorsement;
7. A provision that the policies be provided on an "occurrence" basis;
8. Coverage for XCU (explosion, collapse, underground) hazards if applicable to the work; and
9. Products and completed operations coverage.

Umbrella or Excess Liability policies (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Any such policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Approval of insurance by the City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

Hold Harmless

Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including

reasonable attorney's fees) and causes of action of whatsoever character which City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement.

Policy Forms, Endorsements and Certificates

Provide and maintain current certificates of Insurance on forms supplied by the City and evidencing the above coverage to City prior to execution of this Agreement by City. Exercise due diligence to require any and all subcontractors and/or sub-subcontractors and all tiers of such subcontractors to provide General and Automobile Liability, and Workers' Compensation and Employer's Liability Insurance with minimum limits of coverage and upon terms and provisions required above.

Add the following:

5-7.1.1.1 Mandatory Notification Prior to Excavation

The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" be notified by telephone, toll free 1-800-422-4133 or 811, for the assignment of an Inquiry Identification Number.

No excavation shall commence unless the Contractor has obtained the Inquiry Identification Number and so notified City's Engineer.

As part of the performance required, the Contractor shall assist the City to, and provide the City with, any and all compliance required of City as an operator under the provisions of California Government Code Sections 4216-4216.5.

5-7.1.1.2 Accuracy of Utilities Information

The locations of existing major utilities, whether above ground or underground, are indicated on the drawings. The Owner does not guarantee the accuracy or completeness of this information and it is to be understood that other above-ground and underground facilities not shown on the drawings may be encountered during the course of the work. In any case, existing minor lines are not indicated.

SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

Add the following:

6-1.2.1 Notice to Proceed

Within ten (10) days after the execution of the contract, written notice to proceed will be given by the Owner to the Contractor. Notwithstanding any other provision of the contract, the Owner shall not be obligated to accept or to pay for any work furnished by the

Contractor prior to delivery of notice to proceed whether or not the Owner has knowledge of the furnishing of such work.

6-3.1.2 Contract Period

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use within Forty (40) working days from the effective date of Notice to Proceed.

6-3.2.1 Working Hours

Regular working hours shall be within the hours of 7:30 a.m. and 4:30 p.m., unless otherwise authorized by the Engineer. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work shall be permitted on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

It is unlawful to construct, demolish, excavate, alter or repair any building or structure between the hours of 8:00 p.m. and 7:00 a.m. without the written approval of the Director of Public Works. The following required information shall be provided to the Engineer in writing a minimum of fourteen (14) calendar days in advance of the commencement of the proposed work:

1. Specific date, hours and location of work
2. Complete description of work to be done
3. Number and type of equipment to be used
4. Noise mitigation measures to be employed
5. Distance of the nearest resident to the work
6. Inspection required

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the owner from payments due the Contractor.

6-3.2.2 Completion and Acceptance

A job walk will be performed at such time as the Contractor indicates that all items have been completed. A list of the remaining minor tasks (a punch list) will be prepared by the Engineer and given to the Contractor.

All punch list items shall be completed during the contract period. Failure to do so will not be considered an occasion of unavoidable delay. When all items have been completed to the satisfaction of the City Engineer, the project will be submitted to the City Council, which may accept the completed work.

The Engineer will, in reporting completion to the City Council, give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility in accordance with Section 6-10.

6-4.1.1 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delay in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitted samples of materials and drawings to the Engineer for approval and from making of tests of materials, measurements and inspections; 3) Reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole work within the time agreed upon.

6-4.2.1 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Section 6-9. The Owner, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in the Owner's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs, but will not be assessed damages pursuant to Paragraph 6-9.

6-4.4.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by the Engineer to have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the Engineer at the time of its occurrence has been an unavoidable delay.

6-4.2.1 Compensation to Owner for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.1 shall be the actual cost to the Owner of engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which

accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-9.1 Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Paragraph 6-6.1.3, damage will be sustained by the Owner. Because of the difficulty in computing the actual material loss and disadvantage to the Owner, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the Owner the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the Owner will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the Owner will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the Owner for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the contract within the time limited therefore occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the Owner of the contract.

Damages for avoidable delays shall be in the amount of \$1,000.00 for each **consecutive calendar** day in excess of the time specified for completion of the work.

6-9.1.1 Interim Liquidated Damages for Avoidable Delay

From the date of removal of the existing concrete curb, gutter, sidewalks or access ramps the Contractor shall have five (5) working days to complete the placement of the new concrete improvements. The contractor shall have seven (7) working days to remove and replace residential driveway aprons. These seven (7) days shall include a minimum of three days for concrete cure time prior to placement and compaction of AC slot trench. No residential driveway apron shall be closed to public use in excess of seven (7) working days.

If a construction zone or site remains unfinished after the above stated durations, said Contractor shall be charged interim liquidated damages at a rate of \$100/day/site for each **consecutive calendar** day until site improvements are complete.

6-10 GUARANTY

The Contractor shall warrant and guarantee the entire work and all parts thereof, including that performed and constructed by Subcontractors, Sub-subcontractors, and others employed directly or indirectly on the work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one year commencing on the date of acceptance of the work, the Contractor shall, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost

thereof. The Owner is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs, provided, however, that, in the case of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article, "acceptance of the work" shall mean the acceptance of the work by the Owner in accordance with Paragraph 6-8 but not for the purpose of extinguishing any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not in fact been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of acceptance of the work for purposes of determining commencement of the warranty period shall be the date of recordation of the Notice of Completion by the County Recorder.

SECTION 7 – MEASUREMENT AND PAYMENT

Add the following:

7-3.2.1 Request for Payment

Progress payments will be made monthly by the City after receipt of a properly completed request from the Contractor. The Contractor shall submit all such requests for monthly progress payments, and shall include the following forms as applicable:

Form CC1: Progress Payment Request

This form is to be completed and signed by the Contractor and attached as a cover sheet to the request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request - Detail

This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's standard form if it provides the required information.)

Form CC3: Quantity Change Verification Form

This form is required before any payment can be made based on actual quantities exceeding bid quantities. At the conclusion of the contract, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract items of work.

Form CC4: Final Release Form

This form must accompany all requests for final payment.

The City will withhold five (5) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor sixty (60) days after acceptance of the work by the City Council and the filing of a Notice of Completion.

Add the following:

7-3.2.2 Retainage

Retained Percentage (supersedes Paragraph 7-3.2) The Engineer will, after award of contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date and, as basis for making monthly payments, estimate its value based on Contract Unit Prices or as provided for in 7-2. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The Owner will retain five (5) percent of any progress payment as a fund for assurance of the performance of the contract, and for the protection and payment of any person or persons, mechanics, subcontractor, or workers who shall perform any labor upon the contract or work thereunder or who shall supply such person or persons or subcontractors with components, materials and/or supplies for carrying on such work.

In accordance with Public Contract Code Section 22300, securities shall be permitted in substitution of money withheld by the Owner to ensure performance under this contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

Securities eligible for investment under this paragraph shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contract and the Owner. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If an escrow agreement is used as security, it shall be null, void and unenforceable unless it is substantially similar to the form stated in Public Contract Code Section 22300.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

Replace Section **7-4.3.1 Work by the Contractor** with the following:

The following percentages shall be the maximum allowed to be added to the Contractor's costs and shall constitute the maximum markup for all overhead and profits:

- | | |
|---------------------------------|-----|
| 1) Labor | 15% |
| 2) Materials | 10% |
| 3) Equipment Rental | 10% |
| 4) Other Items and Expenditures | 10% |

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

Replace Section **7-4.3.2 Work by the Subcontractor** with the following:

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added for the Contractor's costs and supervision.

CITY OF GOLETA, CA Public Works Department <i>Construction Contract</i> Progress Payment Request	
From: _____ <i>Contractor</i> <i>Address</i>	Date: _____ Contract No.: _____ Payment Request No.: _____
To: CITY OF GOLETA Public Works Department 130 Cremona Drive, Suite B Goleta, California 93117	Project Name: CIP 9071 – Improvements to Athletic Field at the Goleta Community Center
Original Contract Amount:	\$
Approved Change Orders through #: _____	\$
Quantity Changes: (Requires Project Engineer verification)	\$
Total Contract Amount to Date:	\$
Value of Work Completed to Date:	\$
Less Retention:	\$
Subtotal:	\$
Less Previous Payments Approved:	\$
Progress Payment Requested:	\$
The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his or her knowledge, information and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.	
_____ <i>Signature</i>	_____ <i>Print Name</i>
_____ <i>Title</i>	_____ <i>Date</i>

CITY OF GOLETA, CA
Public Works Department

Construction Contract

Progress Payment Request - Detail

Date: _____ Payment Request No: _____ Contract No.: _____

Contractor: _____

Project Name: CIP 9071 – Improvements to Athletic Field at the Goleta Community Center

ITEM NO.	DESCRIPTION	UNIT	BID QUANTIT Y	UNIT/ FIRM PRICE	IN PLACE THIS PERIOD		IN PLACE TOTAL	
					QTY. OR %	EXTN.	QTY. OR %	EXTN ..
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								

 Contractor Signature Date Inspector Signature Date

CITY OF GOLETA, CA
Public Works Department
Quantity Change Verification Form

Date: _____ Contract No.: _____
 Contractor: _____ Project Name: _____

INSTRUCTIONS

This form is to accompany progress payments where there are quantity changes (variations in quantities authorized as part of the progress or final payment.
 The quantity changes in amount of \$_____ accompanying Progress Payment #_____ have been reviewed and actual quantities verified.

Project Engineer Signature _____ *Date*

Bid Item #	Item Description	Variance	Total

ATTACH ADDITIONAL SHEETS IF NECESSARY

Contractor Signature _____ *Inspector Signature*

Date _____ *Date*

**CITY OF GOLETA, CA
Public Works Department**

**Construction Contract
Final Release Payment**

From: _____
Contractor

Date: _____

Contract No. _____

Address

Payment Request No. _____

Project Name: Improvements to Athletic
Field at the Goleta
Community Center

To: CITY OF GOLETA, CA
Public Works Department
130 Cremona Drive, Suite B
Goleta, California 93117

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Goleta City Council, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the City Council to approve such final payment for Contractor in connection with the project named.

This release covers the final payment to the undersigned for all labor, services, equipment and material furnished on the job, including the work of all subcontractors and all materials furnished for all suppliers, and other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature:

Print Name:

Title:

Date:

NOTICE: A signed final release is required with submittal of request for payment.

SECTION 8 – FACILITIES AND AGENCY PERSONNEL - No changes.

SECTION 9 – CLAIM RESOLUTION PROCESS

Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “Claim” means a separate demand by the Contractor, after the Owner has denied Contractor’s timely and duly made request of payment in accordance with the Standard Specifications for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Owner.

The following requirements apply to all claims to which this section applies:

Paragraph 9-1 Prerequisites

Contractor shall timely comply with all notices and requests for extra work and extensions of time, including but not limited to all requirements of Section 3-3 and Section 6-6, as a prerequisite to filing any claim governed by this section. The failure to timely submit a notice or request payment for extra work or an extension of time, or to timely provide any other notice or request required by the Contract Documents shall constitute a waiver of the right to these procedures.

Paragraph 9-2 Claim Submittal

The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment.

Paragraph 9-3 Supporting Documentation

Contractor shall submit all claims in the following format:

- (1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made
- (2) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other
- (3) Chronology of events and correspondence

- (4) Analysis of claim merit
- (5) Analysis of claim cost
- (6) Time impact analysis in CPM format

Paragraph 9-4 Owner's Response

Upon receipt of a claim pursuant to this section, Owner shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the Owner issues its written statement.

Paragraph 9-4.1 If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Paragraph 9-4.2 Within 30 days of receipt of a claim, the Owner may request in writing additional documentation supporting the claim or relating to defenses or claims the Owner may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Owner and the Contractor.

Paragraph 9-4.3 The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

Paragraph 9-5 Meet and Confer

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

Paragraph 9-6 Mediation

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim

shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

Paragraph 9-6.1 If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

Paragraph 9-6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Paragraph 9-6.3 Unless otherwise agreed to by the Owner and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

Paragraph 9-6.4 The mediation shall be held no earlier than 90 days after the Contractor completes the Work or 90 days after the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

Paragraph 9-7 Civil Actions

The following procedures are established for all civil actions filed to resolve claims subject to this section:

Paragraph 9-7.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Paragraph 9-7.2 If the matter remains in dispute, the case shall be submitted to non-binding judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

Paragraph 9-7.2.1 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party who, after receiving an arbitration award requests a trial de novo and proceeds to litigation and does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees of the other party on such post-arbitration litigation.

Paragraph 9-8 Government Code Claims

In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit for damages against the City. A Government Code claim shall be filed no earlier than the date that Contractor completes the work or Contractor last performs work, whichever is earlier.

Such Government Code claim and any subsequent lawsuit based upon the Government Code claim shall be limited to those matters that remain unresolved after all contractual procedures, including those pertaining to extra work, disputed work, construction claims, changed conditions, and mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Paragraph 9-9 No Waiver

The Owner's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. Owner's failure to respond shall not waive Owner's rights to any subsequent procedures for the resolution of disputed claims.

SECTION
F
TECHNICAL SPECIAL PROVISIONS



CITY OF GOLETA
SPECIAL PROVISIONS
IMPROVEMENTS TO ATHLETIC FIELD AT
THE GOLETA COMMUNITY CENTER

The various portions of the Contract Documents have been prepared under the direction of the following licensed Landscape Architect

Registered Landscape Architect

04/30/19

Date



Vyto Adomaitis
Director of Neighborhood Services
& Public Safety, City of Goleta

04/30/19

Date

Charlie Ebeling, PE, TE
Director of Public Works, City of Goleta

04/30/19

Date

PART 1 GENERAL PROVISIONS

SECTION 3 - CONTROL OF THE WORK

3-12 WORK SITE MAINTENANCE.

3-12.6 Water Pollution Control. (Page 20 of the SSPWC)

3-12.6.2 Best Management Practices (BMPs).

Add the following:

The BMPs shown on Drawing No. CE101-CE105 of the Plans shall be considered as the minimum requirements. The Contractor shall implement additional BMPs as necessary to prevent erosion and negative impacts on storm water quality.

3-12.6.5 Payment.

Add the following as the second sentence of the first paragraph:

No separate or additional payment will be made for implementation of the BMPs as shown on the Plans nor for additional BMPs as may be required to prevent erosion and negative impacts on storm water quality.

PART 2 CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

SECTIONS 200-1 ROCK PRODUCTS

SECTION 200-1.6 Stone for Riprap

200-1.6.1 General

Revise the first paragraph to read as follows:

Stone for riprap shall be riverbed type cobblestone (rounded). The size of stone shall consist of a blend of sizes at 20% 12-18”, 40% 8-11”, 40% 4-8” stone.

Geotextile fabric shall be mirafi N series or approved equal.

Add the following section:

200-1.6.4 Payment

Payment for Rip Rap where shown to be constructed on the Plans shall be considered as included in the Contract Unit Price for "Rip Rap." No further payments will be made.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

SECTIONS 201-3 – EXPANSION JOINT FILLER AND JOINT SEALENTS

SECTION 201-3.2 – Pre-molded Joint Filler

Replace the entire section with the following:

Pre-molded joint filler shall be non-extruding and resilient filler (non-bituminous) ASTM D1752

SECTION 201 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General

Replace the entire section with the following:

Unless otherwise specified in the Special Provisions or shown on the plans, Asphalt Concrete pitchback shall be Class 2, PG 64-10.

PART 3 CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. (Page 265 of the SSPWC)

Add the following:

The area to be cleared and grubbed is shown on the Plans. Other areas shall be cleared and grubbed as necessary and as approved by the City.

300-1.2 Preservation of Property

Add the following:

The Contractor shall protect utility facilities relocated prior to or during construction of the Work.

300-1.4 Payment. (Page 265 of the SSPWC)

Replace the entire subsection with the following:

No separate or additional payment will be made for clearing and grubbing. Payment will be considered as included in the Contract Unit Price or lump sum Bid price for the Bid item(s) which require clearing and grubbing.

300-2 UNCLASSIFIED EXCAVATION.

300-2.8 Measurement. (Page 267 of the SSPWC)

Replace the first paragraph with the following:

The following earthwork will be measured as unclassified excavation for the quantities of material involved:

- a) Excavation for the construction of concrete paving, base material, and over-excavation of subgrade material as shown on the Plans and shall include the volume of existing hardscape to be removed.

300-2.9 Payment. (Page 267 of the SSPWC)

Replace the entire subsection with the following:

Payment for unclassified excavation within the limits of measurement for payment specified in 300-2.8 will be made at the Contract Unit Price for “UNCLASSIFIED EXCAVATION.”

No separate or additional payment will be made for any other unclassified excavation necessary. Payment shall be considered as included in the lump sum or Contract Unit Price the item requiring such excavation.

300-4 UNCLASSIFIED FILL.

300-4.7 Compaction. (Page 271 of the SSPWC)

Replace the first paragraph with the following:

Each layer of unclassified fill shall be compacted to a relative compaction of at least 95 percent.

300-4.9 Measurement. (Page 271 of the SSPWC)

Replace the first paragraph with the following:

The following earthwork operations will be measured as unclassified fill for the quantities of material involved:

- a) Material generated from subgrade over-excavation placed and compacted as shown on the Plans.

300-4.10 Payment. (Page 271 of the SSPWC)

Add the following:

Payment for unclassified fill within the limits of measurement for payment specified in 300-4.9 will be made at the Contract Unit Price for “UNCLASSIFIED EXCAVATION.”

No separate or additional payment will be made for any other unclassified fill necessary. Payment shall be considered as included in the lump sum or Contract Unit Price for the item requiring such fill.

**SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION,
AND PLACEMENT OF BASE MATERIALS**

301-1 SUBGRADE PREPARATION.

301-1.2 Preparation of Subgrade. (Page 279 of the SSPWC)

Add the following:

Within the areas shown on the Plans where reinforced concrete paving or asphalt concrete pavement will be constructed, the subgrade shall be prepared in conformance with Details shown on the Plans. Subgrade shall be scarified to a depth of 12” and recompacted as directed per plans.

301-1.3 Relative Compaction. (Page 279 of the SSPWC)

Replace the first paragraph with the following:

Subgrade material for paving shall be compacted to a relative compaction of 90 percent.

Replace 301-1.6 with the following:

301-1.6 Testing. (Page 279 of the SSPWC)

The City will retain a qualified Soils Engineer and testing laboratory to perform tests and report on work as specified in the contract documents, and as otherwise required.

The City will retain a qualified play surface inspector to perform tests and report on related work as specified in the contract documents, and as otherwise required.

Testing Agency Duties:

Provide qualified personnel at site. Cooperate with Landscape Architect and Contractor in performance of services.

Perform specified sampling and testing of products in accordance with specified standards.

Ascertain compliance of materials and mixes with requirements of Contract Documents.

Promptly notify Landscape Architect and Contractor of observed irregularities or non-conformance of Work or products.

Perform additional tests and inspections required by Landscape Architect.

Submit reports of all tests/inspections specified.

Limits on Testing/Inspection Agency Authority:

Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

Agency may not approve or accept any portion of the Work.

Agency may not assume any duties of Contractor.

Agency has no authority to stop the Work.

Contractor Responsibilities:

Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.

Provide incidental labor and facilities:

To provide access to Work to be tested/inspected.

To obtain and handle samples at the site or at source of Products to be tested/inspected.

To facilitate tests/inspections.

To provide storage and curing of test samples.

Notify Landscape Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.

Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

Arrange with City's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Landscape Architect.

Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

301-1.6.1 Defect Assessment

Replace Work or portions of the Work not conforming to specified requirements.

301-1.7 Payment. (Page 279 of the SSPWC)

Add the following:

Payment for subgrade preparation where reinforced concrete paving asphalt concrete pavement is shown to be constructed on the Plans shall be considered as included in the Contract Unit Price for "UNCLASSIFIED FILL."

301-2 UNTREATED BASE.

301-2.4 Measurement and Payment. (Page 281 of the SSPWC)

Add the following:

Payment for crushed aggregate base will be made as part of the separate bid items in which crushed aggregate base occurs."

Add the following:

302-15 REINFORCED CONCRETE PAVING.

302-15.1 General. Reinforced concrete paving shall consist of concrete pavement containing reinforcing steel as shown on the Plans. Reinforced concrete pavement shall be constructed at the locations shown on the Plans.

Concrete for reinforced concrete paving shall be 520-C-2500 conforming to 201-1. Reinforcing steel shall be Grade 40 conforming to 201-2.

Reinforced concrete paving to be constructed under or adjacent to shade structures shall not be placed until the shade structure foundation(s) have been constructed and cured.

302-15.2 Forms and Headers. Forms and headers shall conform to 302-6.2.

302-15.3 Reinforcement Placement. Reinforcement placement shall conform to 303-1.7 except a reinforcing steel placement Working Drawing will not be required.

302-15.4 Concrete Placement. Concrete placement shall conform to the first, fourth, and fifth paragraphs of 303-5.3.

302-15.5 Finishing. Finishing shall conform to the second and third paragraphs of 303-5.5.3 except after final troweling, the finish shall be Type 1 or Type 2 as shown on the Plans.

302-15.6 Joints. Joints shall be control, expansion, or isolation as shown on the Plans. The location of control and expansion joints shall be as shown on the Plans.

Control joints shall be formed by cutting a groove in the pavement with a power-driven saw.

Tie bars for expansion joints shall be placed in the concrete pavement prior to final tamping operations.

Dowel bars in isolation joints shall be drilled and bonded in accordance with Section 40-10 of the 2015 Caltrans Standard Specifications.

Expansion joint filler and joint sealants shall conform to 201-3.

302-15.7 Curing. Curing shall conform to 302-6.6.

302-15.8 Traffic and Use Restrictions. Traffic and use restrictions shall be as specified in 302-6.7.

302-15.9 Measurement. Dowel bars drilled and bonded into existing reinforced concrete pavement for isolation joints will be measured by each dowel bar so constructed.

Dowel bars furnished and placed for expansion joints will not be measured separately for payment.

Reinforcing steel will not be measured separately for payment.

Concrete pavement will be measured by the square foot.

302-15.10 Payment.

Payment for reinforced concrete paving will be made at the Contract Unit Price per square foot for “CONCRETE PAVING.” The Contract Unit Price shall include payment for reinforcing steel, dowels, saw cutting, and all other work required.

**SECTION 303 – CONCRETE AND MASONRY
CONSTRUCTION**

**303-5 CONCRETE CURBS, RAMPS, WALKS, GUTTERS, CROSS GUTTERS,
ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

303-5.9 Measurement and Payment.

Add the following:

Concrete curb will be measured by the linear foot.

Payment for concrete curb, type 1 will be made at the Contract Unit Price per linear foot for “CONCRETE CURB, TYPE 1” regardless of the Condition shown on the Plans.

Payment for concrete curb, type 2 will be made at the Contract Unit Price per linear foot for “CONCRETE CURB, TYPE 2.”

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE

Revise the following:

304-1 General. Materials for chain link fence shall match existing materials of adjacent fencing and/or gates.

Add the following:

304-2 Fence Construction. Fence and gate heights shall match existing heights of fencing in the field.

PART 4 EXISTING IMPROVEMENTS

SECTION 401 – REMOVAL

401-1 GENERAL. (Page 480 of the SSPWC)

Add the following:

Existing improvements and boulders to be removed and salvaged for reinstallation or relocation are shown on the Plans. The improvements and boulders shall be stored on-site in a location approved by the City's Authorized Representative. During storage, the Contractor shall ensure the improvements and boulders are not damaged and the improvements are protected from the weather.

Reinstallation and relocation shall conform to 401-6.

401-2 ASPHALT CONCRETE PAVEMENT. (Page 480 of the SSPWC)

Replace the first sentence of the second paragraph with the following:

Edges of existing asphalt concrete pavement to be removed shall be saw cut full-depth.

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement. (Page 480 of the SSPWC)

Replace the entire paragraph with the following:

Existing concrete pavement to be removed shall be saw cut full-depth along the lines shown on the Plans. The existing concrete pavement contains reinforcing steel bars.

401-6 MEASUREMENT. (Page 480 of the SSPWC)

Add the following:

Saw cutting of reinforced concrete and asphalt concrete pavement will be measured by the linear foot for each type of material.

Removal of asphalt concrete pavement will be measured in accordance with 300-2.8.

Removal and salvage of improvements and boulders to be reinstalled or relocated will be measured by each such improvement or boulder.

Removal and disposal of existing reinforced concrete pavement, including reinforcement, will be measured by the cubic yard.

Removal and disposal of existing chain link fencing will be measured by the linear foot.

401-7 PAYMENT. (Page 480 of the SSPWC)

Add the following:

Payment for the saw cutting of existing asphalt concrete pavement will be made at the Contract Unit Price per linear foot for “SAWCUT EXISTING ASPHALT CONCRETE PAVEMENT.”

Payment for the removal of bituminous pavement will be made in accordance with 300-2.9.

Payment for the saw cutting of existing reinforced concrete pavement will be made at the Contract Unit Price per linear foot for “SAWCUT EXISTING REINFORCED CONCRETE PAVEMENT.”

Payment for the removal and disposal of reinforced concrete pavement, including reinforcement, will be made at the Contract Unit Price for "REMOVAL AND DISPOSAL OF REINFORCED CONCRETE PAVEMENT."

Payment for the removal, salvage, and storage of various improvements or boulders will be made at the Contract Unit Price for “REMOVE AND SALVAGE” for each designated item.

Payment for the removal and disposal of existing chain link fence will be made at the Contract Unit Price for “REMOVAL AND DISPOSE OF EXISTING CHAIN LINK FENCE.”

PART 8

LANDSCAPING AND IRRIGATION

SECTION 800 - MATERIALS

800-1 LANDSCAPING MATERIALS.

800-1.1 Topsoil. (Page 591 of the SSPWC)

800-1.1.1 General.

Add the following:

a) Agronomic Soil Report.

- 1) Prior to the delivery of imported topsoil to the Work site, the Contractor shall submit an agronomic soil report(s) and growth (herbicide) test results in report form (test report) for every 150 cubic yards of soil to the City's Authorized Representative. The test reports shall include the name, location, history and description of the source/site from which the soil was excavated and the depth of harvesting. If imported topsoil is obtained from more than one source/site, the Contractor shall submit the name and location of each source/site and submit test reports per source/site at the aforementioned frequency. Test reports shall be prepared specifically for the Project and shall be dated no earlier than the date of execution of the Contract. Soil test performance and test report submittal shall be shown as individual activities on the Contractor's baseline schedule in accordance with 6-1 of Section G.

The Contractor shall submit the test reports in accordance with the following:

- i) If existing site soil is used for the Project, the Contractor shall submit test reports for the existing soil after the completion of the grading operations and prior to soil preparation. Soil shall be sampled at a minimum frequency of 1 test per acre of Project size. A minimum of 1 sample shall be tested for Projects less than 1 acre in size.

The test reports shall be prepared by one of the following agronomic soils testing laboratories:

Wallace Laboratory
365 Coral Circle
El Segundo, CA 90245
(310) 615-0116
Email: gaw@wlabs.net

Waypoint Analytical
4741 East Hunter Ave. Suite A,
Anaheim, CA 92807
(714) 282-8777
Email: supportca@waypointanalytical.com

- 2) Additional agronomic soils and growth testing may be required at any time during construction. Areas of testing shall be as directed by the City's Authorized Representative.
- 3) Unless otherwise approved by the City's Authorized Representative, soil samples shall be collected and sampled by the testing laboratory as a part of their services.
- 4) For imported topsoil, at the time of sampling 2 samples (one pint each) shall be collected by the testing laboratory. One sample shall be for testing and the other delivered to the following within one week of the date the sample was taken:

City of Goleta Public Works Department

- 5) The report shall indicate soil analysis for plant growth suitability, including permeability rate, and recommendations for soil preparation in all planting areas and soil mix for backfill of planting container material.
- 6) The recommendations of the agronomic soil report(s) shall take precedence over the quantities of soil amendments and material mix specified in the backfill mix; and only when those recommendations exceed the minimum requirements specified.
- 7) Germination and growth of monocots and dicots shall not be restricted more than 20 percent without the addition of activated charcoal when compared to the reference soil. Total petroleum hydrocarbons shall not exceed 50 mg/kg when tested in accordance with modified EPA Test Method 8015. Total aromatic volatile organic hydrocarbons (benzene, toluene, xylene, and ethylbenzene) shall not exceed 0.5 mg/kg when tested in accordance with EPA Test Method 8020.
- 8) The Contractor shall not begin any planting work until the agronomic soil report(s) has been reviewed and approved by the Agency.

800-1.1.2 Class "A" Topsoil.

Replace the entire subsection with the following:

Class “A” topsoil shall be imported from a source outside the limits of the Work selected by the Contractor and shall conform to the following requirements:

- a) Soil shall be free of roots, clods, pockets of coarse sand, noxious weeds, sticks, brush, litter, and stones larger than 1 inch in greatest dimension.
- b) Soil shall not be infested with nematodes or other undesirable disease-causing organisms
- c) Continuous, air-filled pore space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.
- d) Mechanical Analysis and Permeability Rate(s). Topsoil shall be a sandy loam, loam, clay loam, or clay. The selection shall be made by the City’s Authorized Representative or else be similar to the Work site soil. The definition of soil texture shall be based on the United States Department of Agriculture (USDA) classification scheme. Gravel over 1/4 inch in diameter shall be less than 10 percent by weight. The hydraulic conductivity rate shall be not less than 1 inch per hour nor more than 10 inches per hour when tested in accordance with the USDA Handbook Number 60, Method 34b.
- e) Organic Matter Content. Organic matter (loss of ignition) shall be 7 to 10 percent by weight minimum based on the weight of the sample dried to constant weight at 100 to 110 °C, or as determined by the sulfuric acid test. Soil organic matter shall not cause toxicity or cause excessive reduction in the volume of soil due to decomposition. The carbon/nitrogen ratio shall be 9.5 to 10.5. When topsoil otherwise complies with the requirements but shows a slight deficiency in organic matter content, humus, peat moss or other approved organic matter may be incorporated when approved by the City’s Authorized Representative.
- f) pH. The soil pH range measured in the saturation extract (Method 21a, USDA Handbook Number 60) shall be 6.0 - 7.9.
- g) Fertility. The range of the essential elemental concentration in soil shall be as follows:

Ammonium Bicarbonate/DTPA Extraction
Parts Per Million (mg/kilogram)
Dry Weight Basis

Phosphorus	2 - 40
Potassium	40 - 220
Iron	2 - 35
Manganese	0.3 - 6

Zinc	0.6 - 8
Copper	0.1 - 5
Boron	0.2 - 1
Magnesium	50 - 150
Sodium	0 - 100
Sulfur	25 - 500
Molybdenum	0.1 - 2

- h) Salinity – Electrical Conductance. The salinity range measured in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 0.5-3.0 dS/m.
- i) Chloride. The maximum concentration of soluble chloride in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 150 mg/kg (parts per million).
- j) Boron. The maximum concentration of soluble boron in the saturation extract (Method 3a, USDA Handbook Number 60) shall be 1 mg/kg (parts per million).
- k) Sodium Absorption Ratio (SAR). The maximum SAR (Method 20b, USDA Handbook Number 60) shall be 3.
- l) Aluminum. Available aluminum measured with the ammonium bicarbonate/DTPA extraction shall be less than 3 parts per million.
- m) Calcium Carbonate Content. Free calcium carbonate (limestone) shall not be present.
- n) Heavy Metals. The maximum permissible elemental concentration in the soil shall not exceed the following:

1) Ammonium Bicarbonate/DTPA Extraction
 Parts Per Million (mg/kilogram)
 Dry Weight Basis

Arsenic	2
Cadmium	2
Chromium	10
Cobalt	2
Lead	30
Mercury	1
Nickel	5
Selenium	3
Silver	0.5
Vanadium	3

- 2) pH. If the soil pH is between 6 and 7, the maximum permissible elemental concentration shall be reduced 50 percent. If the soil is less than 6.0, the

maximum permissible elemental concentration shall be reduced 75 percent. No more than three metals shall be present at 50 percent or more of the above values.

Add the following subsection:

800-1.2 Soil Fertilizing and Conditioning Materials. (Page 591 of the SSPWC)

800-1.2.4 Organic Soil Amendment.

Replace the entire subsection with the following:

Organic soil amendment shall conform to the following requirements:

- a) Humus material shall have an acid-soluble ash content of no less than 6 percent and no more than 20 percent. The organic matter content shall be 50 percent or more when determined on a dry weight basis.
- b) The pH shall be between 6 and 7.5.
- c) The salt content shall be less than 10 millimho/cm at 25 °C in a saturated paste extract.
- d) Boron content of the saturated extract shall be less than 1.0 part per million.
- e) Silicon content (acid-insoluble ash) shall be less than 50 percent.
- f) Calcium carbonate shall not be present if to be applied on alkaline soils.
- g) Composted wood products are conditionally acceptable (stable humus must be present). Wood-based products based on redwood or cedar are not acceptable. When applying nitrogen-stabilized wood shavings, fine grade with 1 percent nitrogen added per pound of shavings.
- h) Sludge-based materials are not acceptable.
- i) Carbon/nitrogen ratio shall be less than 25:1.
- j) Compost shall be aerobic without malodorous presence of decomposition products.

- k) The maximum particle size shall be 0.5 inch. Eighty percent or more shall pass a No. 4 sieve.
- l) Agricultural gypsum shall be composed of a minimum of 92 percent calcium sulfate particles of which a minimum of 85 percent by weight must pass a No. 100 sieve.
- m) Sulfur shall be 99 percent pure. Not more than 1 percent by weight shall be retained on a No. 8 sieve.
- n) Activated charcoal shall be "Gro-Safe" as manufactured by NORIT Americas, Inc. or Agency-approved equal.
- o) Peat shall be free from alkali.
- p) The maximum total permissible pollutant concentrations in parts per million on a dry weight basis shall be as follows:

arsenic	20	molybdenum	20
cadmium	15	nickel	100
chromium	300	selenium	50
cobalt	50	silver	10
copper	100	vanadium	500
lead	200	zinc	200
mercury	10		

- q) Prepared backfill mix shall consist of the following:
 - 1) Imported top soil: 60 percent by weight.
 - 2) Humus soil amendment: compost, washed steer manure, mushroom compost, composted wood products (not including redwood or cedar): 40 percent by weight.
 - 3) Urea formaldehyde (38-0-0): 1/3 pound per cubic yard.
 - 4) Potassium sulfate (0-0-50): 1/3 pound per cubic yard.
 - 5) Triple superphosphate (0-45-0): 1/3 pound per cubic yard.

6) Agricultural gypsum: 1 pound per cubic yard.

800-1.2.5 Mulch.

Replace the entire subsection with the following:

Mulch shall be a walk on bark and shall be tan to dark brown in color. Mulch shall be free of freshly-cut vegetation, seeds, inorganic material, heavy metals, and fungus. Provide submittal for review and approval.

800-1.4 Plants. (Page 593 of the SSPWC)

800-1.4.1 General.

Add the following:

The Contractor shall obtain approval from the City and Landscape Architect and secure all plants required for the Project after issuance of the Part 1 Notice to Proceed.

The Contractor shall submit a list of plant materials (sizes and quantities), sample photographs of plants including size reference (e.g. known container size, yard sticks), and the name, address, contact person, and phone number of the nursery or nurseries where the plants are to be purchased. Approved photograph samples shall serve as the basis for quality required for remaining plant material being installed.

Once the plant submittal has been approved by the City, no plant substitutions will be allowed unless such substitutions are deemed necessary due to an unforeseen cause as approved by the City.

Plants will be observed and approved at the project site by the City's Authorized Representative at the time of delivery. Contractor shall provide nursery invoice receipts.

Plants not approved by the representative shall be removed from the Project site and replaced with approved plants.

800-1.4.2 Trees and 800-1.4.3 Shrubs.

Replace the entire subsections with the following:

800-1.4.2 Trees and Shrubs. Refer to the list of plants and respective quantities shown on the Plans. The quantity listed shall only be used as a guide. The Contractor is responsible for providing all plants shown or implied on the Plans.

The plants sizes and conditions shown on the list of plants on the Plans conforms to the most current American Nursery Standards,

http://americanhort.org/documents/ansi_nursery_stock_standards_americanhort_2014.pdf.

One of each variety of plant shall be labeled with the proper botanical name, identifying genus, species and if applicable, cultivar or variety.

800-1.4.2 Not Used.

800-1.4.5 Sod and Stolons (turf grass). Turf sod shall be fresh, clean, living sections of turf grass as specified in the Contract Documents. Turf sod shall be free of disease, insects, or weeds, and sustaining vigorous growth. Turf sod shall be procured from a local nursery within 100 miles of the project site with similar microclimate.

Add the following subsections:

800-1.6 Contact Weed Killer. Contact weed killer shall utilize the biological process of “translocation” to destroy all parts of the treated weed, e.g. the broad-spectrum herbicide “glyphosate.” Contact weed killer shall not leave a stain or residue.

800-1.7 Rodent Wire. Shall be ½” x ½” 16 gauge (min) galvanized Welded Wire Mesh. Where two or more pieces of mesh meet, lap ends 18” min. and fasten with galvanized 16 gauge wire ties or approved equal. Install using large complete sections and not scrap material. Pieces in sizes less than five feet shall not be permitted.

800-2 IRRIGATION SYSTEM MATERIALS.

800-2.1 Pipe and Fittings. (Page 594 of the SSPWC)

800-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.

Add the following:

- a) For pipe sizes up to and including 1-1/2 inches, Schedule 40 PVC or Schedule 80 PVC pipe shall be used. For 2-inch up to and including 4-inch pipe sizes, Class 315 PVC or Schedule 80 PVC pipe shall be used.

- b) Threaded nipples shall be PVC Type II.

800-2.2 Valves and Valve Boxes. (Page 595 of the SSPWC)

800-2.2.2 Gate Valves.

Replace the entire subsection with the following:

Gate valves shall be AWWA-approved, the same size as the pipe in which they are to be installed, and shall open to the left. Gate valves shall be packed with graphite braided stem packing.

- a) Refer to the Plans for the manufacturer's name and model number.
- b) Gate valves shall conform to the following:
 - 1) 125 psi/8.6 bar saturated steam rated.
 - 2) Bronze body.
 - 3) Non-rising stem.
 - 4) Screw-in bronze bonnet.
 - 5) Solid bronze wedge.
 - 6) Equipped with an operating nut and handwheel.

800-2.2.4 Remote Control Valves.

Add the following:

- e) Refer to the Plans for the approved manufacturer's name(s), model number, and size. All valves furnished shall be from the same manufacturer.
- f) Valves shall be normally closed.
- g) Valves shall only have one piece diaphragms. "O" rings will not be allowed.
- h) Valves shall be completely serviceable from the top without removing the valve body from the mainline system.
- i) Identification tags for electrical remote control valves shall be manufactured from an ultraviolet light stabilized polyurethane material. The tags shall be hot-stamped with black letters on yellow background. The tags shall be numbered to match the programming shown on the Plans. One tag for each electric remote control valve shall be provided.

800-2.2.6 Quick-Coupling Valves and Assemblies.

Add the following:

Quick-coupling valves shall have a lockable lid.

800-2.2.7 Valve Boxes.

Add the following:

An extension at the bottom shall be furnished and installed as necessary to adjust the height to conform to the details shown on the Plans and to meet actual field conditions.

Valve boxes shall conform to the following:

- a) Valve boxes for remote control valves shall be a minimum of 9-1/2 inches x 15-1/2 inches and shall have plastic box with locking lid. Lids shall be embossed "RCV" with 3-inch high cast letters.
- b) Valve boxes for gate valves shall be an 8-inch diameter, adjustable plastic sleeve with a locking lid. Lid shall be embossed "GV" with 3-inch high cast letters.
- c) Valve boxes for quick coupler valves shall be a minimum of 9-1/2 inches x 15-1/2 inches plastic box and shall have a locking lid. Lids shall be marked "QCV" with 3-inch high cast letters.
- d) Valve boxes for air relief and flush valves shall be round plastic with a locking lid as manufactured by Carson Industries, Applied Engineering Products, or Agency-approved equal. The inside diameter shall be a minimum of 9 inches. Lids shall be marked "ARV" and "FV" with 3-inch high letters using epoxy paint or by stamping into the surface.

800-2.4 Sprinkler Equipment. (Page 595 of the SSPWC)

Delete the second sentence and add the following:

- a) Irrigation riser assemblies shall consist of an irrigation inlet which utilizes a triple-swing joint riser assembled in the field using Schedule 80 PVC threaded ells and Schedule 80, Type II PVC nipples (threaded at both ends) or galvanized steel of the same size as shown on the Plans for the irrigation head inlet. Street ells will not be allowed.
- b) Detectable type tracer/warning tape shall be blue, a minimum of 2 inches wide, printed with the words "Buried Water Line Below".

- c) Dripline shall be flexible, kink resistant, dual-layered, polyethylene tubing with heavy-duty check valves and factory-installed, inline pressure compensating emitters. The outer diameter shall be approximately 0.6 inch and the inner diameter shall be approximately 0.5-inch minimum.

800-3 ELECTRICAL MATERIALS.

800-3.2 Conduit and Conductors. (Page 596 of the SSPWC)

800-3.2.1 Conduit.

Replace the entire subsection with the following:

Conduit shall be galvanized steel or Schedule 40 PVC or Schedule 80 PVC conforming to 700-3.5. Conduit shall be 1 inch in size unless otherwise shown on the Plans.

800-3.3 Controller Unit. (Page 596 of the SSPWC)

Add the following:

- a) Controllers shall be as indicated on the drawings, and shall be installed per manufacturer's specifications, as shown on the drawings, and as specified herein.
- b) Automatic controller units shall have the following features:
 - 1) The minimum number of stations required as shown on the Plans.
 - 2) The irrigation controller shall have a large 5.7 inch backlit, ¼ VGA, LCD, sunlight readable display where information can be viewed on the same screen, and with a scrolling side menu design that makes programming intuitive and easy to follow.
 - 3) The controller shall automatically calculate cycle and soak scheduling to water each station for a fixed cycle time and allow the water to soak in between cycles, maximizing infiltration and minimizing runoff.
 - 4) The controller shall have a water budget feature that displays monthly water volume allotments in either HCF or gallons for each of the 12 calendar months labeled as January thru December. This monthly guideline shall be calculated three ways, either directly entered, calculated by the controller

using a yearly budget and dividing that out to the 12 months proportionately using built-in historical ET, or by calculating the monthly numbers using total square footage and a user selected percent of historical ET.

c) Weather Monitoring:

- 1) The manufacturer of the central control system shall provide real-time ET and rain data using multiple, state-of-the-art, high resolution numerical weather data provided by NOAA, all without subscription charges. Unlike other services which use only ground level weather stations, the NOAA-modeled data shall allow weather to be triangulated to each customer's unique latitude, longitude and elevation, ensuring accuracy even within localized microclimates. ET shall be calculated using the latest FAO Penman-Monteith method which shall use solar radiation, temperature, wind speed, relative humidity and other input parameters.
- 2) The user shall be able to view over 100 selections of built-in historical ET tables or program monthly historical ET data for a given area directly, to be used as a backup for that night's calculation in case the ET gage malfunctioned or the real-time value sent normally through the Internet failed.

d) Flow Monitoring:

- 1) The flow sensor used shall be supplied by the same manufacturer as the irrigation controller.
- 2) The flow sensor shall be wired back to the irrigation controller using two #14 AWG wires, one red, and one black in 1" PVC conduit to connect to the irrigation controller. The maximum wire run between flow meter and controller shall be 2000 ft. The flow meter shall send low voltage digital pulses back to the controller and therefore all electrical connections must be waterproof and be resistant to any moisture entry.
- 3) It is intended that all wire runs between the controller and flow meter shall be direct pulls and have no splices. If wire splices are unavoidable, they must be installed in a valve box with Spears DS-100 connectors with Spears sealant or 3M Scotchlok No. 3570 connector sealing pack used.
- 4) Each flow sensor shall have the following characteristics:
 - a. Housing to be a Sch 80 polyvinyl chloride tee or bronze tee
 - b. Have a pulsing output that operates at 9VDC and a pulse rate that is proportionate to the GPM
 - c. Fully compatible with the internal interface at each field controller
 - d. Powered by the controller
 - e. Replaceable metering insert

- f. Shall feature a six-bladed design with a proprietary, non-magnetic sensing mechanism

SECTION 801 - INSTALLATION

801-1 GENERAL. (Page 596 of the SSPWC)

Add the following:

- a) **Root Zone Protection.** The adjoining soil should be maintained at the same grade as the root zone before and after construction. No soil shall be in contact with the trunk of the tree above the root flare. Where lowering the grade is unavoidable, roots may be clean cut at right angles to the root with a sharp tool. No more than 25 percent of the root zone shall be impacted. Roots greater than 1-1/2 inches in diameter within 5 feet of the trunk shall not be cut without a Certified Arborist's report of tree conditions including the probability of survival, and the City's approval.

The Contractor shall protect the tree and root zone during construction by conforming to the following:

- 1) Chain link fencing with an access gate shall be furnished and installed if needed to protect the root zone. The location of the fencing shall be approved by the City. Clippings from pruning mounded up to 3 feet high may be used to protect the root zone but must still effectively irrigate the root zone. Clippings shall be removed after construction is completed.
- 2) The root zone shall be irrigated with clean potable water.
- 3) No trenching or cutting of roots will be allowed in the root zone without the presence of the City's Authorized Representative and a Certified Arborist. Pipes or cables shall be relocated outside the dripline of trees. Roots may be bored or tunneled under. Trenches shall be radial to the trunk. The same trench shall be used for multiple utilities unless otherwise approved by the City.
- 4) Exposed and bridging tree roots shall be wrapped with 3 layers of burlap and kept moist. Trenches within driplines shall be closed within 24 hours of opening.
- 5) Work shall be accomplished with hand tools within the root zone. Heavy equipment shall not pass over the root zone.

- 6) No construction staging, storage and disposing of materials will be allowed within the root zone.

- 7) Light pruning in the presence of the Agency's Landscape Architect or a Certified Arborist may be performed to avoid damage to branches from construction vehicles or cranes.

801-2 EARTHWORK AND TOPSOIL PLACEMENT.

Replace the entire subsection with the following:

801-2.1 General. (Page 596 of the SSPWC) Type of topsoil shall be a combination of Class "A" and "C" as listed below. Planting areas shall be free of weeds and other extraneous materials to a depth of 6 inches below finish grade before topsoil work. Soil shall not be worked when it is so wet or so dry as to cause excessive compaction or the forming of hard clods or dust.

801-2.2 Topsoil Preparation and Conditioning. (Page 596 of the SSPWC)

801-2.2.1 General

Site grading shall include:

- a) Excavating, sloping to the grades shown on the contract drawings, erosion control, and loading, unloading, and stockpiling native and imported soils.

- b) Areas where changes of grade are shown on the Plans by contours, elevations, dimensions, or as otherwise noted.

- c) Compaction of planting areas a maximum of 75 to 85 percent relative compaction.

- d) Remove stones over 1 inch.

- e) The existing turf field shall have the top 3 inch layer of vegetation, turf thatch and existing root zone removed and hauled off site to an authorized disposal location. An additional 3 inches of existing Class "C" soils shall be removed and stockpiled on site for grading purposes. Once irrigation laterals and rodent wire measures are installed, Class "A" topsoil shall be imported and thoroughly blended into amended existing site soils (Class "C") in 2" lifts. The blended soils shall be graded to conform to the grades shown on the contract documents.

- f) Blending of the existing soils shall be done to the satisfaction of the City's authorized representative. The soil texture and color shall be uniform throughout.

801-2.2.2 Fertilizing and Conditioning Procedures.

Delete the third paragraph and add the following:

- a) Planting areas shall include ground cover, vine, shrub and tree planting areas.
- b) During the cultivation process, irrigation equipment shall be protected from damage. The Contractor shall replace damaged irrigation equipment.
- c) Prior to cultivating existing soil, all vegetation not shown to remain, stumps, roots, rocks, stones larger than 1 inch in diameter, and all other deleterious material shall be removed.

801-2.3 Finish Grading. (Page 597 of the SSPWC)

Delete the second paragraph and add the following:

The finish grade of all shrub and ground cover planting areas where mulch is shown on the Plans shall be 3 inches below the adjacent paving, curbs and mowing strips. The finish grade of all turf planting shall be 1 inch below the adjacent paving, curbs and mowing strips. The Contractor shall furnish and place additional approved topsoil if so required to meet the aforementioned requirements.

801-4 PLANTING.

801-4.1 General. (Page 597 of the SSPWC)

Add the following:

- a) **Plants.** Plants shall not be allowed to dry out either before or during planting. Exposed roots shall be kept moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Roots shall not be exposed to the air except while being placed in the ground. Wilted plants, whether in place or not, will not be accepted.
- b) **Watering.** Plants shall be watered immediately after planting and in accordance with 801-4.9.5.

c) Mulching. Trees, shrubs and ground covers shall be mulched in accordance with the following:

- 1) Each container plant shall have a 3-inch layer of mulch placed in its watering basin.

d) Inspection. In addition to the provisions of 2-11, the Contractor shall conform to the following:

- 1) Written notice requesting an inspection shall be submitted to the City at least 10 Days prior to the anticipated date.
- 2) Prior to scheduling an inspection for the purpose of determination of the completion of the Work by the City as specified in 6-8, and determination of the start of the Plant Establishment Period, the Contractor shall ensure that landscaping and irrigation improvements are placed in accordance with the Contract Documents, all plants in-place are in a healthy condition, landscaped areas are clean and free of weeds and debris, and the Work site is in a neat condition.
- 3) The following inspections are required:
 - i) Inspections will be performed by the City with the assistance of the Agency Landscape Architect.
 - ii) Plants (5 gallons and smaller) after delivery to the Work site.
 - iii) Plants and specimen plants (15 gallons and larger) at the source before delivery to the Work site.
 - iv) Plant locations on-site prior to excavation of plant pits.
 - v) Prior to the start of the 90-Day Plant Establishment Period.
 - vi) During required fertilizer application within the Plant Establishment Period.
 - vii) Upon completion of the 90-Day Plant Establishment Period.

801-4.5 Tree and Shrub Planting. (Page 598 of the SSPWC)

Replace the first paragraph with the following:

Plant containers up to and including 15-gallon shall be placed in planting pits having vertical sides; a width 2 times wider than the width of the root ball; and a height equal to that of the root ball.

Plant containers 24 inches and larger shall be placed in planting pits having vertical sides; a width 3 times wider than the width of the root ball; and a height equal to that of the root ball.

Planting pits for flat-sized plants are to be at least 6 inches x 6 inches x 6 inches.

Planting shall be in moistened soil.

Replace the fourth paragraph with the following:

Planting pits shall be backfilled with backfill mix. Backfill mix shall be placed at the bottom of pit and foot-tamped so that the plant rootball will be approximately 1 inch higher than the adjacent grade after settlement. The trunk flare of trees (increased diameter of trunk where roots and trunk meet) shall be visible. No soil shall be placed on top of the rootball.

801-5 IRRIGATION SYSTEM INSTALLATION.

801-5.1 General. (Page 601 of the SSPWC)

Add the following:

The Contractor shall adjust the location or alignment of the irrigation system to avoid existing utilities, signs, trees, and other interfering improvements as directed and approved by the City's Authorized Representative.

a) Inspection. In addition to the provisions of 2-11, the following inspections will be performed in the presence of the City with the assistance of the Agency Landscape Architect, prior to the final inspection specified in 801-6:

- 1) Pressure test before backfilling.
- 2) Marker locations for placement of irrigation heads prior to installation.
- 3) Irrigation system coverage test. The coverage test inspection shall be scheduled for and will be performed immediately after completion of the irrigation system and prior to the start of any planting. The entire irrigation system shall have been flushed clean and all heads and other irrigation equipment have been adjusted for proper operation, and the controller fully-

operational and ready for automatic cycling prior to the coverage test. Necessary adjustments and additional work shall be completed prior to the start of planting.

b) “As-Built” Plans.

- 1) The Contractor shall provide and keep up to date a complete set of black line prints of the Plans (draft “as-built” Plans) which shall be annotated daily to show every change from the Plans and Specifications issued at the time of advertisement of the Contract and the exact locations, sizes and kinds of equipment installed.
- 2) The Contractor shall dimension from 2 permanent points of reference the location of all buried pipes and valves, any and all pilot wires to valves and controllers, and all electric service lines to controllers. Dimensions shall be taken prior to the backfilling of trenches.
- 3) Prior to the start of the plant establishment period specified on 801-6, the Contractor shall transfer the annotations from the aforementioned “draft as-built” Plans onto a clean set of black line prints (final “as-built” Plans). Annotations shall be neatly drafted in ink and shall be approved by the City.

c) Controller Charts.

- 1) The Contractor shall provide 2 controller charts for each automatic controller supplied showing the area covered. The chart size shall be the maximum size the controller door will allow unless otherwise approved by the City.
- 2) Controller charts shall be a reduced-size copy of the final “as-built” Plans of the irrigation system. However, in the event the controller sequence is not legible after the size is reduced, it shall be enlarged to a readable size.
- 3) Controller charts shall have a different color for each station showing the area of coverage.
- 4) When completed and approved, each chart shall be hermetically sealed between 2 pieces of plastic, each piece being a minimum of 20 mils thick.
- 5) Controller charts must be completed and approved prior to the final inspection of the irrigation system.

d) Point of Connection

- 1) The Contractor shall construct an irrigation supply line from the existing water mainline downstream of an existing backflow prevention device.
- 2) The supply line pipe size shall be 2" minimum or otherwise match the existing mainline size.

e) Point of Connection (to an existing supply line).

- 1) The Contractor shall construct an irrigation supply line to the existing cold water supply line where shown on the Plans.
- 2) Connections to existing cast iron, PVC, and/or galvanized pipe shall be by any of the following methods.
 - i) Pressure-rated 150-200 AWS-A21.10 cast iron fittings.
 - ii) Tapping sleeves.
 - iii) Cutting in a "tee."
 - iv) Threaded fittings.
 - v) Saddle with double-bale flattened, double-bronze straps.
 - vi) PVC fittings for solvent welding (PVC pipe only).

f) Pre-Completion Submittals. The following items shall be submitted to the City prior to final inspection and acceptance of the irrigation system:

- 1) Two sets of operation and maintenance manuals.
- 2) Two controller charts for each controller installed.
- 3) Two keys to operate lock lid quick coupling valves.

- 4) Two sets of wrenches for servicing and adjusting each type irrigation head installed.
- 5) 10 percent additional of each "Type" irrigation head installed.
- 6) As-Built Plans reviewed and approved by the City.

801-5.2 Trench Excavation and Backfill. (Page 601 of the SSPWC)

Delete the second paragraph and add the following:

The work shall be scheduled so excavations are left open and exposed for a minimum period of time. Backfill shall begin immediately after piping and conduit are laid in place, and have been tested and approved.

801-5.3 Irrigation Pipeline Installation. (Page 602 of the SSPWC)

801-5.3.2 Steel Pipelines.

Add the following:

- a) Lines installed as detailed or as shown on the Plans.
- b) Change of direction shall be made by the installation fittings. Springing or bending, and street ells or close nipples, will not be allowed.
- c) Burrs shall be removed.
- d) Threaded seal tape shall be applied on all threaded joints.

801-5.3.3 Plastic Pipeline.

Add the following:

- a) Lines installed as detailed or as shown on the Plans.
- b) The bottom of the trench shall be free of rocks, clods and other sharp-edged objects. If rocks over 1 inch in size are encountered at the bottom of the trench or within the backfill 4 inches or less above the top of the pipe, the Contractor may remove the rocks or place 4 inches of sand below and above the pipe.

- c) A No. 12 gauge copper identification wire shall be placed at the bottom of the trench for all mainline PVC pipe to provide a continuous electrical conductor between gate valves. Each end shall be wrapped around the valve body and up to the ground surface, inside the valve box, and loop back with 2 feet of wire free. Ends shall be scraped clean.
- d) Rodent Wire – Irrigation laterals and mainline to be installed within the field area shall be installed prior to installation of the rodent wire. Rodent wire shall not be cut for trenching purposes.
- e) In addition to the identification wire, detectable tracer/warning tape shall be placed in the trench 12 inches above the pipe while backfilling. The tracer/warning tape shall be electronically detectable.
- f) Plastic pipe assemblies.
 - 1) Cut the pipe square. Remove burrs from the inside end. The outside end shall be chamfered 10 to 15 degrees.
 - 2) Clean and dry the pipe and fitting.
 - 3) Check the dry fit. The pipe end must be between 1/3 to 3/4 of the fitting socket depth.
 - 4) Dissolve the inside socket surface by brushing with primer. Use a scrubbing motion to assure penetration.
 - 5) Dissolve the surface of the male end of the pipe to be inserted into the socket to the depth of the fitting socket by brushing liberally with a coat of primer. Ensure the entire surface is well dissolved.
 - 6) Brush the inside of the socket surface with primer. Immediately apply solvent cement liberally to the male end of the pipe without delay.
 - 7) Also apply solvent cement lightly to the inside of the socket, using straight outward strokes to keep out excess filler solvent. Immediately apply a second coat of cement to the pipe end.

- 8) While both the inside socket surface and the outside surface of the male end of the pipe are soft and wet with solvent cement, forcefully bottom the male end of the pipe in the socket, giving the male end a 1/4 turn if possible. The pipe must go to the bottom of the socket. Hold the joint together until both soft surfaces are firmly gripped for at least 30 seconds.
- 9) After assembly, wipe excess cement from the pipe at the end of the fitting socket. A properly constructed joint will show a bead around its entire perimeter.
- 10) Not disturb the joint for 30 minutes until initial setup of the cement occurs.
- 11) Snake the pipe from side to side of the trench bottom to allow for expansion and contraction. One additional foot per 100 feet of pipe shall be the minimum allowance for snaking.
- 12) Center load the pipe with a small amount of backfill to prevent arching and whipping under pressure. Leave joints exposed, for inspection during the pressure test. No water will be permitted in the pipe until the above has been accomplished and a period of at least 24 hours has elapsed for solvent weld setting and curing.

g) Plastic pipe fittings and connections.

- 1) A Schedule 40 female adaptor shall be used with a Schedule 80 threaded nipple on one end when connecting solvent welded pipe to threaded joints.
- 2) 45-degree fittings shall be used at all changes in depth of the pipe. Couplings shall be of the same material and wall thickness as the pipe used.
- 3) Thread seal tape shall be applied on all threaded joints. Connections shall be screwed hand-tight followed by 1/2 turn by a wrench.
- 4) The minimum length of PVC nipples shall be 4 inches.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. (Page 603 of the SSPWC)

Add the following:

a) **Gate Valves.**

- 1) Shutoff valves shall be installed as shown on the Plans.

- 2) A concrete valve box with a plastic lid shall be installed at every gate valve. The valve box shall be centered over the valve operating nut.

b) Valve Boxes.

- 1) Installation shall conform to the details shown on the Plans.
- 2) Valve boxes shall be installed near paved walk/surfaces wherever possible. Valve boxes shall be installed square to the edge of pavement or concrete curb.
- 3) Bricks shall be furnished and installed around the base of each box.
- 4) A minimum clearance of 1 foot between each valve box shall be provided wherever their location is clustered.
- 5) Valve boxes shall be installed 3 inches above finish grade in planting areas, 1 inch above finish grade in turf areas, and set to finish grade in paved areas.
- 6) Galvanized wire mesh (1/4-inch sieve size) shall be placed between the valve and crushed rock and extend 3 inches up each side of the valve box.
- 7) 3/4-inch crushed rock conforming to 200-1.2.1, 8 inches thick, shall be placed below valve boxes.

801-5.5 Sprinkler Head Installation. (Page 604 of the SSPWC)

Add the following subsection:

801-5.5.5 Drip Irrigation System.

- a) Dripline tubing installation shall conform to the following. The Contractor shall:
 - 1) Coordinate with plant material installation for location and orientation of planting layout.
 - 2) Verify the dripline inlet pressure shown on the Plans.
 - 3) Place dripline tubing to the depth shown, and in conformance with, the details shown on the Plans.
 - 4) Install air relief assemblies in each remote control valve at high elevation points along the system as shown on the Plans.
 - 5) Flush all PVC piping and dripline tubing prior to making connections.

6) Open the control valves and flush the system with a full-head of water after the new dripline tubing is in place and connected, and all necessary diversion work has been completed.

b) Drip emitter installation shall conform to the following. The Contractor shall:

- 1) Ensure that the drip emitter system flex hose tubing aligns with the planting layout.
- 2) Provide irrigation via distribution tubing from the flex hose to all plant materials shown on the Plans.
- 3) Install the drip emitter system in conformance with the details shown on the Plans.

801-5.6 Automatic Control System Installation. (Page 605 of the SSPWC)

Add the following as the second sentence of the second paragraph:

Installation shall conform to the details shown on the Plans.

Add the following to the second paragraph:

- a) Controller Enclosures. Controller enclosures shall be set on the foundation in a vertical position and installed in accordance with the manufacturer's recommendations. Silicone sealant shall be installed around the bottom of the enclosure and in the top of the conduit between and around electrical wires.
- b) Grounding. Irrigation controllers shall be grounded. Grounding shall every 300 feet and at the last decoder of the system with one 5/8-inch diameter driven copper-clad steel rods driven a minimum depth of 8 feet below grade. Use #6 AWG solid copper wire from copper rod to the field common of the controller. Contractor shall only ground system at decoders. Place at next decoder if span between stations is greater than 300 feet. The grounding system location shall be approved by the City prior to installation.

Delete the last sentence of the third paragraph.

Replace the third sentence of the fourth paragraph with the following:

Conductors shall conform to 800-3.2.2.

Delete the last sentence of the fourth paragraph.

Add the following as the fourth sentence of the fifth paragraph:

Wiring installed in concrete, masonry or where exposed to moisture, weather or damage, shall be installed in a galvanized steel conduit.

Add the following to the fifth paragraph:

- c) When wires from more than one controller are in a common trench, the wires from the individual controllers shall be bundled together separately with one wrap of tape.

Add the following after the first sentence of the sixth paragraph:

Common wires shall be coated white. Pilot wires shall be color-coated using a minimum of 8 different colors

801-5.7 Flushing and Testing. (Page 606 of the SSPWC)

801-5.7.1 General.

Add the following:

Underground mains upstream of control valves and lead-in connections to irrigation system shall be flushed by utilizing a flush-out assembly or quick-coupler valve at the lowest elevation shown on the Plans.

Laterals downstream of control valves shall have the risers in-place and the trench backfilled with the joints exposed prior to flushing. Laterals shall be flushed one at a time starting at the one nearest to the water source and progress toward the end of the supply main.

Add the following subsection:

801-5.7.5 Water Main Disinfection. Water mains shall be disinfected only if used for potable water purposes. Disinfection procedures shall be in accordance with 306-8.9.4.3.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT. (Page 607 of the SSPWC)

Replace the second sentence of the fifth paragraph with the following:

The plant establishment period shall be for a period of **90 Days** and will be extended by the City's authorized representative if the planted areas are improperly maintained, appreciable plant replacement is required, or other corrective work becomes necessary.

Add the following as the sixth paragraph:

The Contractor shall perform the following during the plant establishment period:

- a) Keep all plants and planting areas watered, trash-free, and weed-free (except sloped areas).

- b) Control insects and fungi using appropriate insecticides and fungicides.
- c) Apply fertilizer in the presence of the City at the beginning of the plant establishment period and after 30 Days.
- d) Apply commercial fertilizer, analysis 10-6-4, at the rate of 10 pounds per 1000 square feet uniformly over all shrub, ground cover and lawn areas except for slopes steeper than 3:1.
- e) Apply soil conditioner-fertilizer, controlled release (12-8-8) at the rate of 20 pounds per 1000 square feet uniformly over all shrub, ground cover and lawn areas.
- f) Repair planting areas.
- g) Fill depressions caused by erosion, vehicles, bicycles or foot traffic with topsoil and level.
- h) Re-seed damaged lawn areas.
- i) Replace all plant materials which, for any reason, die, are unhealthy or are damaged. Trees or other plant materials that die-back and lose the form and size as originally specified shall be replaced even if they have taken root and are growing after the die-back. Replacement shall be made with the same tree or plant as originally specified or shown on the Plans.
- j) Prior to completion, cultivate all ground cover and shrub areas and apply an additional application of pre-emergent herbicide in accordance with manufacturers recommendations.

801-7 MEASUREMENT. (Page 607 of the SSPWC)

Replace with the following:

Measurement will be made in accordance with the units shown on the Bidding Schedule for the various landscaping and irrigation Bid items.

801-8 PAYMENT. (Page 607 of the SSPWC)

Replace with the following:

Payment for landscaping and irrigation will be made as shown on the Bidding Schedule for the various landscaping and irrigation Bid items.

No separate or additional payment will be made for plants which require replacement during the plant establishment period.

No separate or additional payment will be made for topsoil.

Payment for performance of soil tests and submittal of agronomic soil reports will be made at the Contract Unit Price for “AGRONOMIC SOIL REPORT.”

No separate or additional payment will be made for additional soil testing requested to ensure compliance with the recommendations in the agronomic soils and growth reports.

SECTION 802 - DECOMPOSED GRANITE

802-1 GENERAL. Decomposed Granite shall be derived from the crushing and screening of naturally friable granite. Soil stabilizer shall be thoroughly blended into the decomposed granite by mechanical means at the rate of 15 pounds per ton. Mixing shall be performed by the supplier prior to delivery to the Work site.

802-2 SUBMITTALS. In accordance with 2-5.3, submit the following for approval by the Agency:

- a) Three samples of decomposed granite in quart-size clear plastic bags, sieve test results (ASTM C136), and gradation chart from the supplier.
- b) Manufacturer’s product information for the soil stabilizer.

802-3 MATERIALS. Decomposed granite shall conform to the following gradation and be uniformly graded in accordance with ASTM C136.

Sieve Size	Percent Passing
1/2”	100
3/8”	90-100
No. 4	50-100
No. 30	25-55
No. 100	10-20
No. 200	5-18

Soil stabilizer shall be a colorless, non-toxic organic binder in powder form. Soil stabilizer shall be “Stabilizer” by Stabilizer Solutions, www.stabilizersolutions.com, or “Natrecil” by Gail Materials, www.gailmaterials.net.

802-3.1 Color. California Gold or as otherwise approved from standard list of colors.

802-4 PLACEMENT.

802-4.1 General. The Contractor shall construct a 3-foot by 3-foot sample at the Project site using the materials proposed for the Work. Decomposed granite for the Work shall not be placed on the Project prior to approval of the sample by the City.

802-4.2 Subgrade. The subgrade shall be prepared immediately prior to placement of decomposed granite.

The subgrade shall conform to the lines, grades, and cross sections shown on the Plans. The subgrade shall be compacted to 90 percent relative density. The finished subgrade shall be within 1/4 inch plus or minus of the required elevations when measured with a 10-foot straightedge.

No placement of surfacing material shall occur until the subgrade has been approved by the City's authorized representative.

802-4.3 Spreading and Compacting. Decomposed granite material shall be evenly spread in a maximum of 2-inch lifts. Each lift shall be compacted to a relative compaction of not less than 90 percent and result in a smooth surface.

After placement, final compaction shall not begin less than 6 hours nor more than 72 hours after placement. Water shall be applied as necessary to result in the full-depth of decomposed granite being moist. After a period of 6 hours, compact the final lift by making 4 passes with a 2 to 5 ton double drum roller. Allow for a curing period of 4 days prior to use.

The finished surface shall be smooth and uniform and conform to the lines, grades, and cross sections shown on the Plans.

802-5 MEASUREMENT. Decomposed Granite will be measured as specified in the Special Provisions and as shown in the Bid.

802-6 PAYMENT. Payment for decomposed granite will be made at the Contract Unit Price per square foot for "DECOMPOSED GRANITE." The Contract Unit Price shall include subgrade preparation, decomposed granite, and stabilizer.

SECTION 901 – FITNESS EQUIPMENT

901-1 GENERAL

The work required under this Section shall include but is not limited to all labor, tools, materials, equipment, and incidentals required to furnish and install fitness equipment, and bocce equipment at the project site as shown on the Drawings, contained in these Specifications, and directed by the City.

GREENBOOK RELATED SECTIONS

Drawings and general provisions of the Contract, including the General and Supplementary Conditions Specification Section D, apply to this Section.

Coordinate related work specified in others parts of the Project Manual, including but not limited to following:

- Section 201 – Concrete Mortar and Related Materials
- Section 300 – Earthwork
- Section 301 – Treated Soil, Subgrade Preparation and Placement of Base Material

901-2 SUBMITTALS

Contractor shall submit catalogue cut sheets, manufacturer installation details and specifications for approval by City.

901-3 MATERIALS

Fitness Equipment

- Manufacturer – Gametime, or equal approved by the City.
- Model – Game Time Adult Fitness Unit
- Part # 8645

Colors – All colors shall be submitted for approval. The following colors are listed for bidding purposes only.

- Metal Roofing: Light Green
- Vertical Support Metal: Beige
- Horizontal Metal: Dark Green
- Deck: Brown

Bocce ball court – One (1) court, provide complete set of bocce balls

901-4 MEASUREMENT

Measurement for installation all site amenities shall be shown on the Drawings. Unless changes are made by the City during the course of construction.

901-5 PAYMENT

Payment for furnishing and installation of fitness equipment shall be on a unit basis under Bid Item X and shall be full compensation for materials, installation, and clean up.

Payment for furnishing and installation of bocce court shall be on a unit basis under Bid Item X and shall be full compensation for materials, installation, and clean up.

901-6 EXECUTION

Contractor shall prepare the areas for fitness equipment in accordance with the vendor's specifications.

Contractor shall install fitness equipment in accordance with vendor's specifications.

The exact location of fitness equipment shall be field adjusted based on existing and proposed site conditions and shall be verified by the City's Authorized Representative prior to placement.

901-7 INSPECTION AND ACCEPTANCE

Within 5 days after the installation of the fitness equipment, the City's Authorized Representative shall inspect these items. If, after inspection, and the City is satisfied, the Contractor shall be notified in writing of acceptance.

If, after inspection, the City is dissatisfied with the fitness equipment to date and their conformance to the Drawings and Specifications, the City and Landscape Architect will prepare a compiled written punch list of necessary corrective actions on defective work for that stage. The corrections must be completed by the Contractor within 5 days of the initial inspection.

SECTION 902 – POURED IN PLACE PLAYGROUND SAFETY SURFACE

902-1 GENERAL

Poured Playground safety surface shall be a seamless synthetic rubber installed over specific base.

GREENBOOK RELATED SECTIONS

Drawings and general provisions of the Contract, including the General and Supplementary Conditions Specification Section D, apply to this Section.

Coordinate related work specified in others parts of the Project Manual, including but not limited to following:

Section 300 – Earthwork

Section 301 – Treated Soil, Subgrade Preparation and Placement of Base Material

Section 800 – Landscape and Irrigation Materials

902-2 QUALITY ASSURANCE SUBMITTALS

Manufacturer's Catalogue, color chart, 5.08cm x 5.08cm (2" x 2") sample, MSD sheets.

Reference list's site name, contact and phone number of at least 10 projects completed within the last five years.

Synthetic surfaces will comply with the following standards and be submitted on independent testing laboratory letterhead:

Impact attenuation ASTM 1292 200G max and 1000 HIC (head injury criteria) as determined by the play equipment fall height as referenced in specification for playground equipment for playground equipment for public use ASTM F1487.

Wheel Chair Mobility: Must be tested as per ASTM F1951 on a 2% slope.

Water Permeability Water perc rated no less than 163 L/m²/min (43g/ft²/min) and lateral flow no less than 6.6 L/m³/min (1.73g/ft²/min) slope 2%.

Flammability

- ASTM 108-93 rated Class A
- ASTM E648-91 CRF rated Class 1
- ASTM D2859 (Fed. Std. 16 CFR Part 1630)
- 8 samples passing

Coefficient of Friction: ASTM D2047-93 of greater than 1.0 wet or dry. No exceptions will be made in an effort to provide ample slip resistance.

Inhalation Toxicity/ Latex Sensitivity

- NYSUFP Article 15 Part 1120 Performance test shall ensure thermal stability.
- Material decomposition produces limited inhalation or digestion hazards.
- Mfg. shall include test certifying surface components are not considered to promote skin sensitizing to Latex.

The City will retain a qualified play surfacing inspector. The contractor shall notify the City 48 hours in advance of requesting inspections.

902-3 SUBSTITUTIONS

Requests for substitution shall be submitted to the City for approval a minimum of 7 days prior to bid opening.

902-4 MEASUREMENT

The quantity of play surface constructed shall be the square feet of surface. The final area shall be the bid quantity unless changes in lines, grades and/or elevations are made by the City during the course of construction. Construction of the play surface includes excavation to subgrade, hauling of excess materials from the site, placement of subgrade backfill, placement of poured in place recycled play surface on site.

902-5 PAYMENT

Payment for poured in place playground safety installation will be made at the contract unit price per square foot and shall include: (1) excavating, grading, loading, hauling, disposing of excess material, depositing, spreading and compacting the material complete in place, and subgrade preparation as indicated on the plans; (2) all grading, hauling, depositing, spreading and compacting of subgrade backfill, complete and in place, as indicated on the plans.

Said payments for all the above items of work shall be considered full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the items. No payment will be made separately or directly for haul on any part of the work. All hauling will be considered a necessary and incidental part of the work, and its cost shall be considered by the Contractor and included in the contract unit price of the pay items of work involved.

902-6 MATERIALS

The surface shall be Spectra Tut 555 South Promenade Avenue #103, Corona, CA. 92879; Tel. (951) 736-3579 or approved equal.

902-7 EXECUTION

Field mix material and install in two lifts consisting of a base and top course.

BASE COURSE: Shall be a mix of resilient rubber and binder as supplied by manufacturer.

STANDARD TOP COURSE: Shall be an EPDM rubber granule of 1 to 3 mm in color and design as shown on plans mixed with binder.

No binders utilizing latex or emulsion types shall be used.

INSTALLATION:

Manufacturer of the play surface shall perform installation.

Aggregate: Install filter fabric over crush stone base if required by manufacturer or as per plan.

Concrete: Prime at rate of 27.9m²/3.79L (300ft.²/s.) a minimum of three feet in from fall zone perimeter.

Asphalt: Saw cut 1/4" x 1/4" channel at fall zone perimeter and prime.

Base Course install to a minimum thickness of 38.1 mm (1.5") adjusting thickness to comply with play equipment per ASTM F1487.

Top Course screed to a minimum thickness of .96cm (3/8") and trowel color design per plan.

Edges shall be flush with curb of taper for safe transition per plan in accordance with current ADA ramp slope ratio 1:12.

All surplus materials and containers to be removed upon execution of work.

WARRANTY: Provide a three-year warranty against failures resulting from workmanship and/or material breakdown

PROJECT ID NO.

Section TR
