



Project Manual

Mollie Joyce Park Playground

Invitation to Bid and Contract Documents for:
Mollie Joyce Park Playground in Pioneer, CA

Issued for Bid : March 19, 2019

Bids are Due : May 2, 2019

Non-Mandatory Pre-Bid Meeting & Job Site Visit

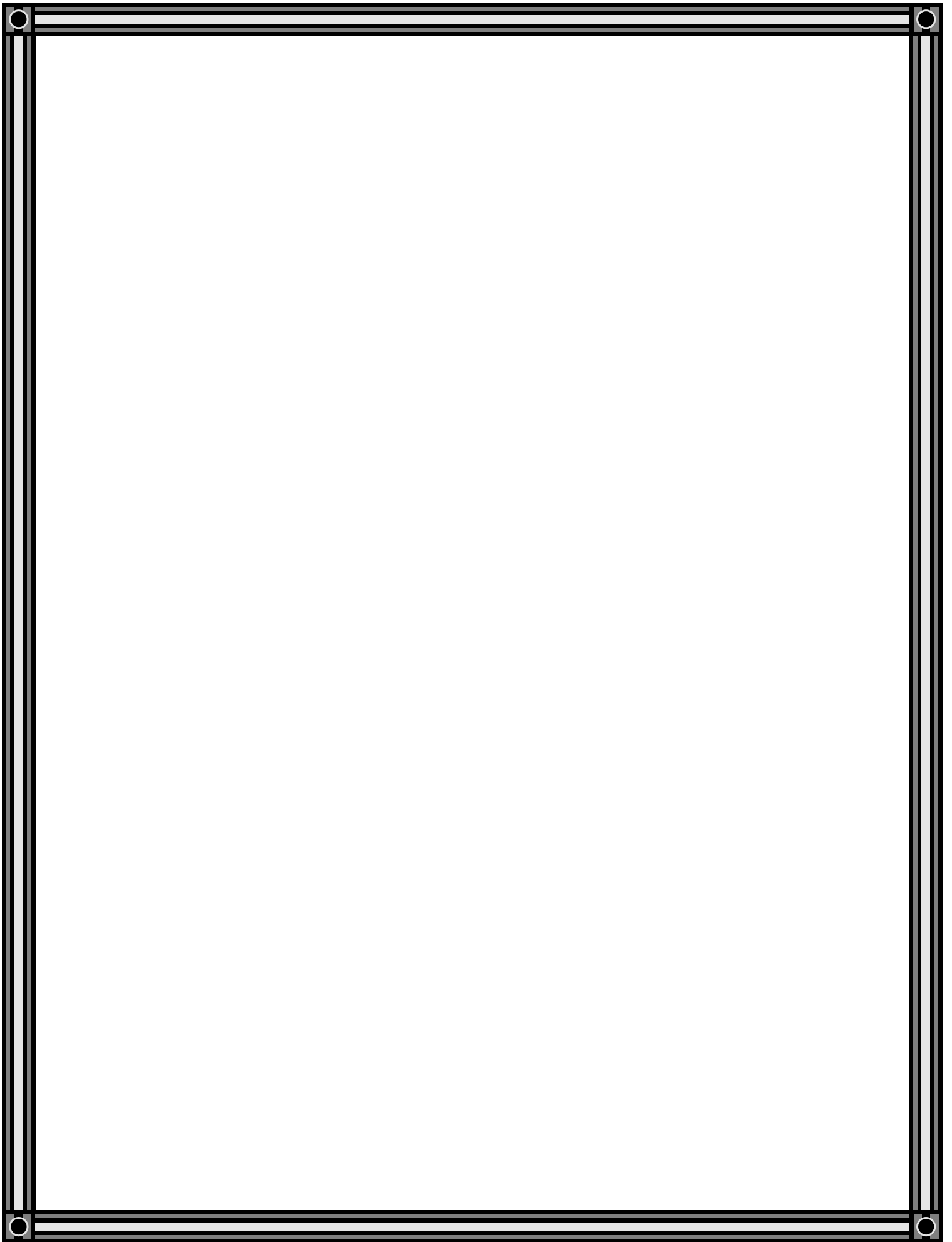
April 11, 2019 @ 9:00 am

Bids will be opened and read aloud at 1:30 pm, May 2, 2019
at the Amador County Recreation Agency Office
10877 Conductor Blvd, Suite 100, Sutter Creek, CA, 95685



Amador County Recreation Agency Office
10877 Conductor Blvd, Suite 100, Sutter Creek, CA, 95685







MOLLIE JOYCE PARK PLAYGROUND

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ADVERTISEMENT FOR BID

Notice is hereby given that the Amador County Recreation Agency (ACRA) is opening the:

MOLLIE JOYCE PARK PLAYGROUND

For bid and is currently accepting bids for this project.

ACRA will receive sealed bids up to but not later than 1:30 p.m., Thursday, May 2, 2019, at the ACRA office, located at 10877 Conductor Blvd, Suite 100, Sutter Creek, California, 95642, for the furnishing to ACRA of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for the Mollie Joyce Park Playground Project, Contract No. 19-01 (the "Project"). At that time and place, all bids will be publicly opened and read aloud. Bids received after said time will not be accepted and shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The Project consists of the construction of the Mollie Joyce Park Playground, including furnishing and installation of play equipment, play area surfacing, earthwork and grading, concrete walkways and curbing, fencing, surveillance equipment, and site furnishings.

All interested parties are invited to attend a Non-Mandatory Pre-Proposal Meeting and Job Walk will be held for potential bidders at Mollie Joyce Park, 23922 Woodfern Drive, Pioneer, California, on Thursday, April 11, 2019 at 9:00 a.m. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference. All potential bidders must show proof that the job site has been inspected before bid submittal.

Bids must be submitted on the Agency's Bid Forms. Potential bidders may obtain a copy of the proposed contract documents at the ACRA office, 10877 Conductor Blvd, Suite 100, Sutter Creek, California, 95685, for a non-refundable fee of \$40.00 in cash or check made out to "ACRA." For shipping, call Carolyn Fregulia at (209) 223-6379 or e-mail cfregulia@amadorgov.org and provide the following information:

- Company Name, Contact Name, Address, and Phone Number
- E-mail Address
- Fed Ex Account Number
- Copy of check to show good faith that the check will be mailed. The check must be received before the bid deadline

Information of this and other projects can be found at: Sacramento Regional Builders Exchange (SRBX), 5370 Elvas Avenue, Sacramento, CA 95819 www.srbx.org. To the extent required by section 20103.7 of the Public Contract Code, ACRA shall provide an electronic copy of the Contract Documents for review by potential bidders.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the Board of Directors, the amount of which shall not be less than

ten percent (10%) of the submitted Total Bid Price, made payable to Amador County Recreation Agency as bid security. The bid security shall be provided as a guarantee that within five (5) working days after ACRA provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with ACRA. ACRA reserves the right to reject any or all bids and to waive any irregularity in bidding.

Pursuant to Section 1770 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the Public Services Department and will be made available to any interested party upon request.

By: Amador County Recreation Agency



INVITATION TO BID

Bid and Contract Documents for:

MOLLIE JOYCE PARK PLAYGROUND PIONEER, CALIFORNIA

Owner:
AMADOR COUNTY RECREATION AGENCY
JACKSON, CALIFORNIA

NON-MANDATORY PRE-BID MEETING AND JOB SITE VISIT

**Thursday, April 11, 2019
9:00 a.m.**

**AT:
Mollie Joyce Park
23992 Woodfern Road
Pioneer, California**

AMADOR COUNTY RECREATION AGENCY
SEALED ITB NO. 19-01

BID OPENING DATE

**Thursday, May 2, 2019
1:30 p.m.**

AT:

AMADOR COUNTY RECREATION AGENCY
PHYSICAL LOCATION: 10877 Conductor Blvd, Suite 100, Sutter Creek, California
MAIL: 10877 Conductor Blvd, Suite 100, Sutter Creek, CA 95685

PROJECT SCHEDULE

Newspaper Advertisements:

Amador Ledger Dispatch and other regional newspapers

Date: **Friday, March 22, 2019 and
Tuesday, March 26, 2019**

Building Exchanges

As required by the Uniform Cost Accounting Procedures, to fulfill our responsibility for notification to a Builders Exchange, contract documents can be reviewed through the Sacramento Regional Builders Exchange (SRBX) plan room, 5370 Elvas Avenue, Sacramento CA 95819 www.wrbx.org.

Contract documents can also be reviewed on the ACRA website www.goacra.org.

Hard copies may be obtained at the Amador County Recreation Agency, 10877 Conductor Blvd., Ste. 100, Sutter Creek, CA 95685 or contact Carolyn Fregulia, (209) 223-6379 or by e-mail cfregulia@amadorgov.org.

Pre-Bid Conference (non-mandatory) and Job Walk: Date: **Thursday, April 11, 2019**

Time: 9:00 A. M.

Place: Mollie Joyce Park
23992 Woodfern Road
Pioneer, California

Questions by bidders concerning discrepancies in or omissions from the Drawings or Specifications shall be made no later than:

Date: **Monday, April 29, 2019**

Time: 5:00 P.M.

Place: Amador County Recreation Agency
10877 Conductor Blvd, Suite 100,
Sutter Creek, California, 95685
cfregulia@amadorgov.org
[Phone: 209-223-6379](tel:209-223-6379)

Bids Due By:

Date: **Thursday, May 2, 2019**

Time: 1:30 P.M.

Place: Amador County Recreation Agency
10877 Conductor Blvd, Suite 100,
Sutter Creek, California, 95685

Bid Opening:

Date: **Thursday, May 2, 2019**

Time: 1:30 P.M.

Place: Amador County Recreation Agency
10877 Conductor Blvd, Suite 100,
Sutter Creek, California, 95685

Anticipated Award of Bids and

Contracts Approval Scheduled:

Date: **Wednesday, May 8, 2019**

Anticipated Contract Starting:

Date: **Monday, May 13, 2019**

Anticipated Contract Completion:

Date: **Friday, August 2, 2019**

NOTICE TO BIDDERS

Mollie Joyce Park Playground

JACKSON, CALIFORNIA
INVITATION TO BID - SEALED BID No. 19-01

NOTICE IS HEREBY GIVEN:

The Amador County Recreation Agency (ACRA) is seeking sealed bids for the furnishing of all labor, tax, bonds, insurance, permits, premiums, shipping, transportation, services, disposal, equipment, materials, and appurtenant facilities for **Construction of the Mollie Joyce Park Playground**. Said bids shall be in accordance with the Bid Information and Documents contained herein and with the laws and regulations set forth by the State of California, building codes and all other applicable regulations.

Sealed bids shall be received by the Amador County Recreation Agency; by U.S. Mail at 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA 95685; or delivered in person, U.P.S., Federal Express, or by any other courier to 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA 95685, until **1:30 PM, Thursday, May 2, 2019**, at which time, sealed bids will be opened and read publicly at the Amador County Recreation Agency located at the above address. Bids received late will be rejected and returned unopened.

Non-Mandatory Pre-Bid Conference and Job Site Visit scheduled for **Thursday, April 11, 2019, at 9:00 AM** at Mollie Joyce Park.

PROJECT DESCRIPTION

Construction of the Mollie Joyce Park Playground, including furnishing and installation of play equipment, play area surfacing, earthwork and grading, concrete walkways and curbing, fencing, surveillance equipment, and site furnishings.

INSTRUCTIONS TO BIDDERS

1. Bidders are required to contact the Amador County Recreation Agency at 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA 95685; or call Carolyn Fregulia at 209-223-6379; or e-mail cfregulia@amadorgov.org to acquire bid information. Hard copies may be obtained at the Amador County Recreation Agency, 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA 95685, telephone (209) 223-6379. Bidders can receive electronic information and notifications relative to Bid information and documents, including: receiving any changes, answers to questions, addenda, specifications and drawings, etc., by contacting cfregulia@amadorgov.org or visiting the ACRA website www.goacra.org.

Contract documents can also be reviewed through the Sacramento Regional Builders Exchange (SRBX), 5370 Elvas Avenue, Sacramento, CA 95819 www.srbx.org. Prospective bidders who choose to review the contract documents at the plan room or on the ACRA website www.goacra.org must contact ACRA to obtain the required contract documents if they decide to submit a bid on the Project.

2. Each bidder shall visit the site of the proposed work, and shall observe conditions in order to be fully informed as to the materials, equipment, labor and workmanship required and the conditions under which they shall be furnished and placed.
3. Should a bidder find discrepancies in or omissions in the Bid information and documents, or be in doubt as to their meaning, the bidder shall at once notify Carolyn Fregulia at (209) 223-6379. All communication relative to the Bid information and documents shall be directed to cfregulia@amadorgov.org. No oral responses to any questions concerning the content of Bid information and documents will be given; all responses will be in the form of written addenda or response which will be forwarded to all other bidders. Questions by bidders concerning discrepancies in or omissions from the Bid documents and information shall be made no later than the date established in the Project Schedule above.

Addenda, if any, issued during the bid period will be sent only to those contractors who have obtained documents from ACRA. Failure to acknowledge addenda may make a bid non-responsive and not eligible for award of contract.

4. Bidders and their subcontractors are responsible for reviewing all Bid information and documents in their entirety. Failure or neglect to follow instructions shall not relieve the Bidder of his/her responsibilities nor entitle him/her to additional compensation for work or materials overlooked and not included in his/her Bid.

EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the

contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract, and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

PRE-BID CONFERENCE

A non-mandatory Pre-Bid Conference is scheduled for Thursday, April 11, 2019, at 9:00 AM to review the Project's existing conditions at Mollie Joyce Park, 23992 Woodfern Road, Pioneer, California. Representatives of ACRA and the landscape architect will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

ADDENDA

ACRA reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by ACRA shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if ACRA issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, ACRA will extend the deadline for submission of Bids. ACRA may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide ACRA a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which ACRA can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the ACRA to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

SUBMISSION AND RECEIPT OF BIDS

1. Bids shall only be prepared using copies of the Bid Forms included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by ACRA will not be permitted. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms or make substitutions thereon. Oral, telephone or electronic modifications will not be considered.
2. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations in the Bid Forms may result in the Bid being deemed non-responsive. Erasures or corrections on bids must be initialed in **blue ink**. Each Bidder shall be deemed to have authorized any such erasures or corrections. All amounts must be typewritten or completed in **blue ink**. Bids must be signed in **blue ink** and executed by an individual who has authority to act on behalf of the entity submitting the Bid.
3. Sealed bids shall be received by the Amador County Recreation Agency; by U.S. Mail at 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA 95685; or delivered in person, U.P.S., Federal Express, or by any other courier to Amador County Recreation Agency, 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA 95685, until **1:30 PM, Thursday, May 2, 2019**, at which time sealed bids will be opened and read publicly at the Amador County Recreation Agency located at the above address. Bids received late will be rejected and returned unopened.
4. Bids must be submitted in a sealed opaque envelope. Your return address and the Bid number (19-01) must appear on the outside of the envelope.
5. Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract, and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.
6. Bidders shall furnish security in an amount equal to ten percent (10%) of the total amount of the bid, in the form of cash, a certified or cashier's check payable to the ACRA, or a Bid Bond. If the bidder submits a Bid Bond, the bonding surety must be admitted to do business in the State of California.
7. Bidders on all public works contracts are required to submit a declaration of non-collusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

8. Bidders must be registered with the Department of Industrial Relations, pursuant to Labor Code sections 1725.5 and 1771.1. All subcontractors must also be registered with the Department of Industrial Relations, pursuant to Labor Code sections 1725.5 and 1771.1
9. Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.
10. In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with ACRA the following certificate prior to performing the work under this Contract:

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

The form of such Workers' Compensation Certificate is included as part of this document.

11. ACRA reserves the right to postpone the date and time for submission of bids.
12. The Bid amount is all inclusive. Maximum Cost of Construction (MCC) shall mean the same as Bid amount. No additional charges, fees, taxes or cost for any other items, incidental or otherwise, whether or not identified in the Bid information and documents or by Bidder, will be allowed.
13. The Amador County Recreation Agency is not responsible for failure of the U.S. Mail or private couriers to deliver bids by the submission deadline.

Mail: Amador County Recreation Agency, 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA 95685;

Physical Location: Amador County Recreation Agency, 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA 95685;

Normal business hours are Monday through Friday 9:00 a.m. to 4:00 p.m. and staff can be reached at (209) 223-6379.

14. Telegraph, Facsimile (FAX), and E-Mail bids will not be considered.
15. The following forms and bid documentation information must be included in your sealed bid. Failure to provide this information may deem your bid non-responsive:
 - i. Copy of Contractor's License

- ii. Copy of Subcontractor's License(s)
- iii. Proposed Schedule (Contractor to provide separately on their form)
- iv. Cash, cashier's or certified check payable to ACRA, or bid bond.
- v. Bid Proposal Form
- vi. Brand Name or Equal comparison list and information (Contractor provided information).
- vii. Exceptions to Bid Conditions and/or Specifications (only if applicable).
- viii. Bidder's Acknowledgement Form (listing all addenda issued by ACRA)
- ix. Reference Form
- x. Contact information Form
- xi. Guaranty
- xii. Subcontractor Listing Form
- xiii. Minimum Wage Rate Certification
- xiv. Bidder's Declaration
- xv. Non-Collusion Affidavit (notarized per Public Contract Code Sec.7106)
- xvi. Declaration Re: Disqualification, Removal, or Prevention from Bidding
- xvii. Public Contract Code 10232 Statement
- xviii. Public Contract Code Section 10162 Questionnaire

16. Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and information contained herein.

BID WITHDRAW

No Bid may be withdrawn after the time established for receiving bids. Prices bid are considered accurate and cannot be withdrawn after the bid is opened.

You or an authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdraw request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid.

TIME LIMITS

Contractor shall carry out the work at all times with the greatest possible dispatch and complete the entire work for **Mollie Joyce Park Playground**.

Contractor shall begin work in the number of working days after receipt of a Notice to Proceed from the Project Manager, as specified in the Contract for Construction, and shall diligently prosecute the Work to completion in strict accordance with the Contract Documents.

LEGAL REQUIREMENTS, COMPLIANCE WITH BID REQUIREMENTS AND APPLICABLE LAWS

The attention of Bidders is directed to the Bid documents and information, including but not limited to the following: Invitation to Bid including Bid Documents and Information; Bid Form; General Specifications; Sample Contract for Construction; and all applicable State and

federal requirements contained herein. The aforementioned items are incorporated herein by reference. The following items apply to this work:

1. A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, as defined in this chapter, unless currently registered and qualified to perform Public Work pursuant to Section 1725.5 of the Labor Code.
2. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
3. In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. 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. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to ACRA. 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. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform Public Work pursuant to Section 1725.5 of the Labor Code at the time the contract is award.
5. Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, ACRA shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and ACRA shall reject the Bid. ACRA shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the Agency of all valid

license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

6. Bid guarantee of 10% (Public Contract Code Section 20129 & 20483).
7. Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to Amador County Recreation Agency; or (c) a Bid Bond secured from a surety company satisfactory to the Board of Directors, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to Amador County Recreation Agency, as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after ACRA provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and ACRA may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with ACRA. ACRA will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.
8. The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of Agency, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to Agency within ten (10) working days from the date the Agency provides the successful bidder with the Notice of Award.
9. The Contractor shall conform to and abide by, including but not limited to, all Federal, State, and local building, labor, and safety laws, ordinances, rules, and regulations.
10. Contractors or subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract as set forth in California Labor Code section 1777.7.
11. Contract retention under this Contract shall be ten percent (10%). ACRA will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the Contract in accordance with Public Contract Code Section 23300.
12. Those submitting bids should complete and return with their bid all forms listed herein as required.

13. No person, firm or corporation, shall be allowed to make, or file, or be interested in more than one (1) Bid for the same item(s) or work.
14. Said Bids should be in accordance with the Bid information and documents contained herein and shall conform to and abide by, including but not limited to, all Federal, State, and local laws, ordinances, rules, and regulations.
15. All work and materials shall be in full accordance with the latest rules, regulations, and any/all other applicable laws set forth by Federal, State, and local jurisdictions.
16. All prices shall be retained for sixty (60) days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
17. Providing false information may result in criminal prosecution or administrative sanctions. Signing this Bid on the signature portion thereof shall constitute acknowledgement Bidder has not provided false information.
18. All bids shall include preparation, transportation and delivery charges fully prepaid by the successful bidder to the destination specified. Delivery of materials, equipment and all Work is F.O.B. Destination, Freight Prepaid to the location where the Work is to be performed. Due care shall be exercised in packing, handling and shipping to assure equipment and materials arrive in excellent condition. Equipment and materials arriving in other than excellent condition shall be the responsibility of the successful bidder.
19. In the event after award, equipment and/or materials are delivered to ACRA which does not comply with standard approved specifications listed in the Bid information and documents and has not been approved by ACRA, the Bidder and/or Contractor upon notification, shall immediately remove from the premises any such equipment and/or materials and replace it in full accordance with the specifications outlined herein.
20. If this Bid is awarded, and the successful bidder fails to sign and return to ACRA within **five (5) days** (i) the Contract, (ii) the bonds in the amounts required by the State Contract Act, and (iii) the required insurance certificates as specified in the Bid information and documents with an insurer satisfactory to ACRA, ACRA may, at its option, determine the bidder has abandoned the Contract. In that case, the bid and the acceptance thereof shall be null and void, and the bid security shall be forfeited and become the property of ACRA.
21. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

QUALIFICATIONS

Qualified bidders submitting bids shall have the minimum qualifications stated below, and include, as a part of the bid documentation, the information outlined below. ACRA reserves the right to reject any bid not containing the following information:

An Active California Class A or Class B Contractor's license(s) in good standing is required to bid this work and enter into the Contract. In accordance with Public Contract Code section 3300, each bidder must provide proof and submit with his/her bid a copy of his/her California State Contractors License(s), unless the bidder is a joint venture or the project involves federal funding. The license must be maintained in good standing throughout the term of the Contract.

Subcontractor's Licenses: All subcontractors must be properly licensed by the CSLB to perform construction work they will be undertaking and must maintain their licenses in good standing throughout the terms of the Contract.

Evidence that each portion of the work shall be performed by a person qualified, equipped and experienced in the particular field assigned to them. Bidder shall submit a "Statement of Qualifications" with the bid that provides evidence of the Contractor's supervisory personnel qualifications and subcontractor's qualifications. Qualified shall mean: A person with a minimum of four (4) four years of skilled experience in the particular field and/or trade related to the scope of work herein, and, an experienced contractor who has completed similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

EVALUATION AND AWARD OF BIDS

Selection of the successful bidder will be determined by evaluation of the following:

1. Price and proposed fees: In accordance with Public Contract Code section 20103.8, the lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive bid items.
2. Additive Bid Items: ACRA may consider Additive Bid Items based upon available funding. If Additive Bid Items are considered, Bids will be awarded to the lowest responsive, responsible bidder with the lowest total aggregate bid based upon available funding and which provides the most features within the funds available at ACRA's discretion. Additive Bid Items shall be awarded in the priority of:
 1. Additive Bid Item 1 to be considered first (1st)
 2. Additive Bid Item 2 to be considered second (2nd)

All bids shall be evaluated on the basis of the same additive or deductive bid items. The listed order of priority must be followed only for determining the low bidder. After determination of the low bidder, award in the best interests of ACRA may be made to that bidder on its base bid and any combination of its additive bid items for which funds

are determined to be available at the time of the award, provided that award of the combination of bid items does not exceed the amount offered by any other conforming responsive, responsible bidder for the same combination of bid items.

3. Alternate Bids: ACRA has requested an Alternate Bid, and may award the Alternate Bid. Alternate Bid, if awarded, shall be awarded subject to approval of ACRA funding and in the best interest of ACRA at ACRA's discretion. All bids will become a part of the official files of ACRA without obligation on the part of ACRA.

Note: ACRA has no obligation to award any Additive Bid Item(s) or Alternate Bid(s) and shall make such determinations to award Additive Bid Items or Alternate Bids at ACRA's sole discretion.

4. Brand Name or Equal: For items identified in the solicitation as "brand name or equal", this solicitation provision requires that the bidder indicate each product that is being offered as an "equal" product. In addition, for each equal product, the Bid must include a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified in the solicitation. The Bid must also clearly identify the item by brand name (if any), and make/model number. In addition, the Bid must include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the ACRA, and clearly describe any modifications the bidder plans to make in a product to make it conform to the solicitation requirements. Bidder shall include an itemized comparison list showing items identified in the Bid and Contract documents versus those items proposed by the bidder as an equal product.
5. Compliance Verification: Compliance verification is performed by ACRA. Specifically, this solicitation provision requires ACRA to evaluate "equal" products on the basis of information furnished by the bidder or identified in the Bid and reasonably available to ACRA. ACRA is not responsible for locating or obtaining any information not identified in the offer.

A bidder's product may not be considered as an "equal" product if there is an inadequate description of how the "equal" product meets the salient characteristics specified in the solicitation.

6. Bids shall be awarded subject to availability and approval of ACRA funding. The ACRA Board of Directors reserves the right to accept or reject any or all bids in whole or in part and/or to waive minor technicalities and/or any irregularities in any bid received if such waiver is in the best interest of ACRA.
7. Multiple Awards: In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to ACRA that may result in making more than one award (multiple awards). If an award is made, ACRA reserves the right to make an award to one or more bidders. Each award shall be made separately based upon the lowest total bid.

8. All bids will become a part of ACRA's official files without obligation on the part of the ACRA.
9. Conformance to bid conditions and specifications.
10. Guarantees and warranties.
11. Qualifications and experience of the Bidder and other key personnel involved in the work.
12. All forms completed and returned, signed in **blue ink**, and filled in properly.
13. The ACRA Board of Directors reserves the right to construe the Bid according to its true intent where it contains a patent mistake.
14. ACRA shall award the contract for the Project to the lowest responsive, responsible bidder as determined by ACRA. ACRA reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process.

ACRA'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

ACRA may perform construction or operations related to the Work with its own forces, or award separate contracts in connection with other portions of the Project or other construction or operations, on the site or areas contiguous to the site, under Conditions of the Contract similar to these (including those portions related to insurance and waiver of subrogation), or have other work performed by utility owners.

When separate contracts are awarded for different portions of the Work or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate ACRA/Contractor Contract.

EQUAL LOW BIDS

A tie bid exists when two or more bidders offer products and/or services that meet all specifications, terms and conditions at identical prices, including cash discount offered. In such case, a tie bid will be broken by the following methods, in descending order of preference:

1. Amador County businesses will be given preference. An Amador County business means a business that has its principal place of business located in Amador County;
2. Request best and final costs;
3. By the flip of a coin in the presence of a minimum of three (3) witnesses;

4. Reject bids and re-bid.

ADDENDUM(s)

1. If determined by ACRA, every interpretation of the Bid documents and information regarding changes, additions, or corrections will be answered in the form of an Addendum or Response which will be posted to www.goacra.org, and when issued will be on file at the Amador County Recreation Agency, 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA, before Bids are opened. It shall be the Bidder's responsibility to ensure receipt of, and make inquiry as to, any Response and/or Addenda issued. All such Addenda and Responses shall become part of the Bid documents and information and all Bidders shall be bound by such Addenda and Responses whether or not received by the Bidders.
2. Should it be found necessary, the ACRA Executive Director, or designee, shall issue a written addendum or respond to questions which will be posted to www.goacra.org. Anyone acquiring "hard copies" from the ACRA office shall be placed on a "Holders List" and notified of any changes. Addendum(s) issued should be signed and included in your proposal.
3. Bidders should acknowledge all addendums received by completing the Bidder's Acknowledgement Form.

REQUIREMENTS FOR SUCCESSFUL BIDDERS

1. The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.
2. Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by ACRA to ensure its performance under the contract.

PREVAILING WAGE REQUIREMENTS

1. The successful bidder must comply with California prevailing wage laws (California Labor Code Section 1720 et seq. and 1770 et seq. and California Code of Regulations, Title 8, Section 16000 et seq.) which require the payment of prevailing wage rates, the prevailing wage rate for holiday and overtime work established by the California Department of Industrial Relations, and the performance of other requirements for all on-site work to be performed on the Project. Before bidding, all bidders are advised to obtain current prevailing wage documents entitled "Basic Trades or Sub-Trades Rates" as determined by the Director of the California Department of Industrial Relations, available

for review at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>, or mail to; Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, or call (415) 703-4780. These documents are by this reference made a part of the Bid information and documents. The successful bidder shall meet with ACRA prior to commencing work to discuss and establish the wages and classifications to be used and provide a copy of wage rates to ACRA, which shall be posted at the Amador County Recreation Agency, 10877 Conductor Blvd, Ste. 100, Sutter Creek, CA.

2. In addition, the successful bidder shall post a copy of the prevailing wage rates at the job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.
3. The successful bidder will be required to submit certified payroll, statement of compliance and all certified payroll documents as proof of payment of prevailing wages and rates. ACRA may monitor wage rates and payment of prevailing wages by interviewing workers on the job site.

SUBCONTRACTOR LISTING

In accordance with the California Public Contract Code section 4100 et seq., every bidder shall in its bid set forth:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.
2. The portion of the work that will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the ACRA, either:
 - a. Substitute any person as subcontractor in place of the subcontractor designated in the original bid, except as allowed by section 4107.
 - b. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid, without the consent of the ACRA.
 - c. Except for change orders, sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which its original bid did not designate a subcontractor.

3. Those submitting bids must complete and use the subcontractor listing form provided herein.

RIGHT TO SUBSTITUTE SECURITIES

Monthly progress payments shall be made to Contractors as provided in the Bid information and documents, less a ten percent (10%) retention. Pursuant to Public Contract Code section 22300, at the request and expense of a Contractor, securities equivalent to the amount withheld may be deposited by Contractor with ACRA, State Treasurer or with a state or federally chartered bank as the escrow agent, who shall release such securities to the Contractor upon satisfactory completion of the Contract.

Alternatively, a Contractor may request, pursuant to Public Contract Code section 22300, that payment of retentions be made directly to the escrow agent. The Contractor shall receive the interest earned on the investments upon the same terms provided for in section 22300 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 ACRA.

ALCOHOL-FREE AND DRUG-FREE WORKPLACE POLICY

In accordance with the Amador County's Alcohol-Free and Drug-Free Workplace Policy and Procedures, the successful bidder and his/her employees shall read and sign the County's policy acknowledgment form upon contracting for services. If the successful bidder and his/her employees fail to agree and sign the Alcohol-Free and Drug-Free Workplace Policy, ACRA, at its option, may determine the bidder has abandoned the Contract. In that case, the bid and the acceptance thereof shall be null and void, and the bid security shall be forfeited and become the property of ACRA.

DISCLAIMER REGARDING NOTIFICATION, ACCESS AND PLAN HOLDERS LIST INFORMATION

1. Bidders obtaining Bid information and documents directly from ACRA will be placed on a plan holders list. In order to be placed on ACRA's plan holders list, a purchase or receipt of the Bid information and documents from the ACRA office is required.
2. ACRA makes plan holders list information available on an "as-is" basis and makes no expressed or implied warranty as to the completeness or accuracy of the information for any particular purpose whatsoever. ACRA intends to update the information by emailing bidders on the plan holder list. It shall be the Receiver's responsibility to check with ACRA by e-mail to cfregulia@amadorgov.org, call 209-223-6379, or visit our website at www.go.acra.org to determine if the information provided is the most up to date information available. Use of this information constitutes the agreement of the Receiver (or any other user) to the foregoing terms and conditions.

3. A bidder may request a copy of those notified and/or those who have acquired Bid information. ACRA will make notification and/or access list information available on an “as-is” basis and makes no expressed or implied warranty as to the completeness or accuracy of the information for any particular purpose whatsoever.

DISCLAIMER REGARDING PLAN ROOMS AND ELECTRONIC INFORMATION

All Bidders should contact ACRA to receive copies of current Instruction to Bidders information and documents. **DISCLAIMER REGARDING ELECTRONIC INFORMATION:** Computer-based and electronic information, including any contact e-mail addresses (“Electronic Information”) for the ACRA Instruction to Bidders **(19-01)** is provided solely for the convenience of prospective Bidders, and are not considered part of the Instruction to Bidders information and documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of said Electronic Information for any purpose whatsoever. It is the responsibility of prospective Bidders to verify all aspects of the Electronic information against ACRA’s official hard-copies of the Instruction to Bidders Information and documents. In the event of any conflict between ACRA’s official hard-copies of the Instruction to Bidders information and documents and the Electronic Information, the official hard-copies of the Instruction to Bidders information and documents shall govern. Utilization or viewing of said Electronic Information, including contact e-mail addresses, shall constitute implicit acknowledgement and acceptance of the provisions of this paragraph.

FILING OF BID PROTESTS

Any Bidder with a direct financial interest adversely affected by any alleged Bid irregularity at the Bid opening may file a protest with ACRA, where such protest is based on alleged violations of Federal, State, or local law or ordinance, or alleged Bid irregularity. Bidders shall file a “protest” of a Bid with ACRA. In order for a Bidder’s protest to be considered valid, the protest must:

1. Be filed in writing within five (5) calendar days after the bid opening date and;
2. Clearly identify the specific irregularity or accusation and;
3. Request a determination of the protest issue and;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the ACRA Board of Directors shall review the basis of the protest and all relevant information. The Chairman of the Board will provide a written decision to the protestor. The decision from the ACRA Board of Directors is final and no further appeals will be considered.

BID FORM INSTRUCTIONS AND INFORMATION

1. The bidder shall set forth for each item of work, in clearly legible figures, a unit price or lump sum price and a total in the respective spaces provided for this purpose. The amount set forth under the Total Bid Amount space shall be the total for the Bid.
2. Bidders may submit only one Bid for the work, which is all-inclusive and includes all work in accordance with the Bid information and documents, for the furnishing of all labor, tax, transportation, services, disposal, equipment, materials, and appurtenant facilities to provide Mollie Joyce Park Playground in Amador County. The bidder shall set forth a Total Bid Amount as set forth in the Bid Form (19-01).
3. The amount of the bid will be the total of those extended lump sum and unit price costs for each item.
4. In case of discrepancy between the unit price and the total item cost set forth in the total bid column, the unit cost shall prevail, except as provided in (a) as follows:
 - (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount entered in the total bid amount column for the item, then the amount set forth in the total bid amount column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.
5. Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the unit price component of the Work and to coordinate the Unit Price work with adjacent work, and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the Unit Prices as full compensation for furnishing such work; including any increases or decreases by change order as directed by the Executive Director.
6. Contractor shall immediately notify Executive Director or Project Manager when conditions require the use of Unit Price items of work. The applicability of, measurement methods for, documentation of, and final adjustment of the Contract Price for Unit Price items of work shall be determined by the Executive Director or Project Manager. After performing Unit Price items of work as directed by the Executive Director or Project Manager, Contractor shall take necessary measurements in the presence of the Executive Director or Project Manager (unless waived by the Executive Director or Project Manager), and shall submit calculations of quantities to the Executive Director or Project Manager for approval. Contractor shall notify the Executive Director or Project Manager one day in advance of taking measurements.
7. Should the Contract Price be based upon estimated quantities for unit price work set forth in the Invitation to Bid, the Contract Price will be adjusted by change order for any increases or decreases in quantities used for unit price work.
8. Each Bid submitted shall be the bidder's price for the furnishing of all labor, tax, bonds, premiums, transportation, services, disposal, equipment, materials, and appurtenant

facilities to complete the work in accordance with all of the Bid Information and Documents.

9. The bid form shall be submitted based on the most current prevailing wage rates and said wage rates shall be included in the Total Bid Amount as set forth in the Bid Form.
10. The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of ACRA, and that discretion will be exercised in the manner deemed by the ACRA to best protect the public interest in the prompt and economical completion of the work. The decision of ACRA respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.
11. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature of an officer acting in the corporate name, with corporate seal affixed. The names of the corporation President, Secretary, Treasurer, and Manager must be listed.
12. The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the drawings therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with ACRA, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Bid information and documents as therein set forth, and that bidder will take in full payment therefor the following prices place upon the Bid Form.

For further information, contact Carolyn Fregulia at cfregulia@amadorgov.org or (209) 223-6379.

SPECIAL PROVISIONS

REDUCTION IN SCOPE OF WORK

The Owner reserves the right to decrease the scope of the work to be done under this contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any items as set forth in the bid, either prior to executing the contract or at any time during the progress of the work. The Owner further reserves the right, at any time during the progress of the work to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

BID PROPOSAL FORM

BID No. 19-01

MOLLIE JOYCE PARK PLAYGROUND

I, the undersigned, agree to and declares that he/she has carefully examined the Contract Documents, including all plans, specifications, and all agenda, and the location of the proposed Work, and hereby proposes and agrees to furnish any and all required labor, tax, bonds, insurance, permits, premiums, shipping, transportation, services, disposal, equipment, materials, appurtenant facilities, and work required to complete the Mollie Joyce Park Playground in Amador County, as described in this bid, for TOTAL BID PRICE indicated herein:

All costs associated with providing the Work as described in the Contract Documents, and work either explicit or incidental to the various bid items and as necessary for a complete functional project shall be incorporated into the unit prices indicated below. The total of the unit prices as extended by the quantities shall include and shall represent the total cost of constructing the project. The terms Total Bid Amount, Guaranteed Maximum Price, and Maximum Contract Cost shall be used interchangeably in these Contract Documents and shall all hold the same meaning.

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	SITE CLEARING AND SITE PREPARATION Clearing of all vegetation except those plants and trees intended to remain as required to properly execute earthwork and subsequent construction. Demolition and removal of all existing site elements as indicated on the drawings and as needed to complete Work of the Project. Modifications or adjustments to any existing vaults or utilities.	1	LS		
2	EARTHWORK Rough grading, shaping, preparation of subgrade, drainage swales and play area sumps. Removal and disposal of any surplus earth generated from all necessary operations to complete the Work of the Project.	1	LS		
3	PEDESTRIAN CONCRETE Paving complete, in place, including all required subgrade preparation, base course, surface course, finishing and curing.	460	SF		
4	VEHICULAR ASPHALT Paving complete, in place, including all required subgrade preparation, base course, surface course, finishing and curing.	715	SF		
5	PLAY AREA SURFACING Surfacing complete, in place, including all required subgrade preparation, base course, cushion course, wearing course, and curing.	1,240	SF		
6	PLAY AREA CURB EDGE, STANDARD Concrete edge curb complete, in place, including subgrade preparation, rebar, concrete placement, finishing, and curing.	80	LF		
7	PLAY AREA CURB EDGE, VARYING HEIGHT Concrete edge curb complete, in place, including subgrade preparation, rebar, concrete placement, finishing, and curing.	38	LF		
8	PARKING LOT STRIPING Striping complete, in place.	1	LS		
9	WHEEL STOP Concrete wheel stop complete, in place.	2	EA		
10	BENCH Bench complete, in place.	1	EA		
11	PICNIC TABLE	1	EA		

	Picnic table complete, in place.			
12	PLAY EQUIPMENT Playground equipment complete, in place, including footings, signage, and all accessories, fasteners, appurtenances, and incidental work.	1	LS	
13	SURVEILLANCE EQUIPMENT Surveillance systems complete, in place, including equipment, wiring and conduit, connection to electrical system, appurtenances, and incidental work.	1	LS	
Total Base Bid:				

Add #1	ADDITIVE ALTERNATE Sports netting complete, in place, including shop drawings and structural design, any permitting required, footings, posts, fasteners and accessories, paint.	60	LF	
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\$ _____
Handwritten in words **Total Base Bid Amount (only)**

\$ _____
Handwritten in words **Total Bid Amount (includes Additive Item #1)**

Company Name Telephone

Address Fax

City, State, Zip Email address

Bidder's Name Title

Bidder's Signature Date

BIDDER'S ACKNOWLEDGMENT FORM

If the bidder is an individual, his/her signature shall be placed below. If the bidder is a partnership, corporation, or joint venture, the true name of the firm shall be set forth above together with the signature of the person or persons authorized to sign contracts on behalf of the entity.

The person or persons executing this Bid on behalf of a partnership, corporation or joint venture shall be prepared to demonstrate by resolution or other authorization satisfactory to ACRA that such person is or that such persons are authorized to act for the entity with respect to submission of the bid.

If the signature is by an agent other than an officer of a corporation, partner of a partnership, or partner of a joint venture, a Power of Attorney shall be submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

The bidder's execution on the signature portion of this Bid shall constitute an endorsement and execution of those certifications that are part of this Bid.

BIDDER

Bidder's name

Date

By _____
Authorized Representative

ADDENDUM ACKNOWLEDGMENT

Any addenda issued during the time of bidding shall form a part of the Bid Information and Documents issued to bidders for the preparation of their proposals and shall constitute a part of the Bid Information and Documents.

Bidder acknowledges receipt of the following addenda issued by ACRA:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

NOTE: Bidders should contact the Amador County Recreation Agency (209) 223-6379 to ensure that they have received all addenda. Failure to acknowledge receipt of addenda on this form could disqualify your Bid.

Name of Bidder: _____

Business Address: _____

REFERENCE FORM

Bidder shall provide information about its (3) most recently completed Public Works project. Names and references must be current and verifiable. Use separate copies of this form for each project.

Project Name_____

Location_____

Owner_____

Owner Contact (name and current phone number)_____

Architect or Engineer_____

Architect or Engineer Contact (name and current phone number)_____

Construction Manager (name and current phone number)_____

Description of Project, Scope of Work Performed:_____

Total Value of the base bid Construction_____

Total number of change orders_____ **Total value of change orders \$**_____

Original Schedule Completion Date_____

Total number of Time Extensions Granted_____ **Total number of days**_____

Actual Date of Completion_____

CONTACT INFORMATION FORM

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
Sole Prop. ☐ Joint Venture
☐

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

If firm is a sole proprietor, partnership or joint venture:

Owner(s) of Company: _____

Contractor's License number(s) _____

GUARANTY

The undersigned guarantees to the Amador County Recreation Agency the construction and installation work for:

Project: **Mollie Joyce Park Playground**

Contract: **(Place Name of Contract Here)**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, materials furnished, or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Drawings and Specifications, due to any of the above causes, all within twelve (12) months after the date on which this project is accepted by ACRA, the undersigned agrees to reimburse ACRA, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by ACRA, to replace any such material and to repair said work completely without cost to ACRA, so that said work will function successfully as originally contemplated.

In the event ACRA elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the County.

If the undersigned shall fail or refuse to comply with his/her obligations under this Guaranty, ACRA shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Print Name

Date

Contractor's Signature

Bidder shall execute the Guaranty on this page at the time of submitting his/her Bid.

SUBCONTRACTOR LISTING

Pursuant to the provision of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California, every Bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid, he/she agrees to perform that portion of the work or improvement.

Type of Work	Name & Address of Subcontractor	License No.	License Type

NOTICE: ACRA reserves the right to approve/disapprove use of individual Subcontractors on this project. No substitutions or additions of Subcontractors may be made without prior written approval of ACRA.

CERTIFICATION-MINIMUM WAGE RATES

Bidder has read and certifies that he/she is aware of the amounts of said minimum wages as set forth by the Director of the Department of Industrial Relations, State of California, and the United States Department of Labor, and that he/she will insure that all workers employed for the Project, either by him/her or by Subcontracts, are paid not less than the higher wage rate for all work done on or connected with this Project.

Name

Title

Contractor

Address



Sign Here

Signature of Bidder

Date

BIDDER'S DECLARATION

The undersigned, _____, declares as follows:

1. The bidder will perform the work under the Contract without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. The bidder shall comply with Labor Code Section 1735 and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity. The bidder shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
2. The bidder has not been convicted within the preceding three years of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public work contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof.
3. The names and capacities of all persons interested in the foregoing bid as principals are as follows:
(State legal name of the entity as well as the names of the president, secretary, treasurer, and manager if a corporation; the names of all individual partners or joint venturers if a partnership or joint venture; or the first and last names of the owner of a sole proprietorship.)

4. The only persons or parties interested in this bid as principals are those named in paragraph three above. This bid is made without collusion with any other person, firm, or corporation. To the best of my knowledge and belief, no elected/appointed official or employee of the Amador County Recreation Agency is financially interested, directly or indirectly, in the offer of services specified in this bid
5. The bidder is licensed in accordance with the California Contractors' State License law to perform the work for which the bid is submitted. The bidder's license number is: _____. The expiration date of the license is _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Bidder's Declaration was executed on _____, **2018** in (location) _____.

Signature

Title: _____

Name of Bidder: _____

Address of Bidder: _____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership or joint venture. If Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership or joint venture, a Power of Attorney must be on file with the Department and must be submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

**PUBLIC CONTRACT CODE SECTION 7106
NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)
(To Be Executed By Bidder and Submitted With Bid)

To the Amador County Recreation Agency.

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 _____ 2017

at _____ (city), _____ (state).

(Signature)

**DECLARATION REGARDING
DISQUALIFICATION, REMOVAL OR PREVENTION FROM BIDDING**

Name of Bidder: _____

1. Has the bidder ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If your answer is "Yes," please explain the circumstances on a separate sheet of paper and attach it to your bid.

2. Has any officer of the bidder ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If your answer is "Yes," please explain the circumstances on a separate sheet of paper and attach it to your bid.

3. Has any employee of the bidder ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If your answer is "Yes," please explain the circumstances on a separate sheet of paper and attach it to your bid.

4. Printed name of person authorized to execute this declaration on behalf of bidder: _____

Title: _____

Executed on _____, 2015, in _____, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to execute this Declaration on behalf of the bidder named above.

signature

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Contractor's Printed name

Contractors' Signature

Date

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Contractor's Printed name

Contractors' Signature

Date

DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale, severe flooding, or forest fire.
- B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
- C. Additional Work -- New or unforeseen work will be classified as “Additional Work” when the ACRA determines that it is not covered by the Contract.
- D. ACRA -- The Amador County Recreation Agency.
- E. ACRA’s Representative – ACRA Executive Director and/or ACRA’s Project Manager
- F. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- G. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
- H. Bidder -- The individual or entity who submits a Bid directly to the Agency.
- I. Board of Directors, Board -- ACRA Board of Directors
- J. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
- K. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
- L. Claim -- A demand or assertion by ACRA or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

- M. Contract -- The entire integrated written agreement between ACRA and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.
- N. Contract Documents -- The documents listed on Page 1 of Contract for Construction. Some documents provided by ACRA to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
- O. Contract Price -- Amount to be paid by ACRA to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
- P. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
- Q. Contractor -- The individual or entity with which ACRA has contracted for performance of the Work.
- R. Contractor's Designated Project Manager -- The Contractor's Designated Project Manager will be as identified in Section 5.2 of the Contract for Construction and shall not be changed without prior written consent of ACRA.
- S. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the Agency's unreasonable delay to the Project that was not contemplated by the parties.
- T. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
- U. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
- V. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
- W. Drawings -- That part of the Contract Documents prepared by the Landscape Architect which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- X. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Y. Landscape Architect of Record -- The individual, partnership, corporation, joint venture, or other legal entity named in the Contract Documents or any succeeding entity designated by ACRA.

Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

BB. Holiday -- The Holidays occur on:

New Year's Day - January 1
President's Day -- Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve -- December 24
Christmas Day - December 25
Day After Christmas -- December 26
New Year's Eve -- December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

CC. Maximum Contract Cost (MCC) -- The total of the unit prices as extended by the quantities shall include and shall represent the total cost of constructing the project. The terms Total Bid Amount, Guaranteed Maximum Price, and Maximum Contract Cost shall be used interchangeably in the Contract Documents and shall all hold the same meaning.

DD. Notice of Award -- The written notice by ACRA to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, ACRA will sign and deliver the Contract.

EE. Notice of Completion -- The form which may be executed by ACRA and recorded by the county where the Project is located constituting final acceptance of the Project.

FF. Notice to Proceed -- A written notice given by ACRA to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

- GG. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
- HH. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- II. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
- JJ. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- KK. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- LL. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
- MM. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than ACRA for performance of any portion of the Work at the Site.
- NN. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
- OO. Successful Bidder -- The Bidder submitting a responsive Bid to whom the Agency makes an award.
- PP. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
- QQ. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- RR. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

SS. Warranty -- A written guarantee provided to ACRA by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

TT. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

Contract for Construction

between

THE AMADOR COUNTY RECREATION AGENCY

and

Contract No. 19-01

This Contract for Construction of the Mollie Joyce Park Playground (“Project”), entered into the ____ day of _____, 2019, by and between the Amador County Recreation Agency, located at 10877 Conductor Blvd, Suite 100, Sutter Creek, CA, 95685 (“ACRA”) and _____, located at _____ (“Contractor”).

WHEREAS, ACRA desires to procure the services of a qualified construction firm to purchase and install play equipment and artificial surfacing in the Mollie Joyce Park referenced to in the Invitation to Bid, No. 19-01 (ITB);

WHEREAS, Contractor has experience in the construction required to successfully complete the improvements and has submitted its proposal to complete the “Work” defined in said ITB, and has been awarded the Contract by ACRA;

NOW THEREFORE, the parties have mutually covenanted and agreed to the following:

THE CONTRACT DOCUMENTS.

The Contract Documents consist of the following collection of documents:

- (i) Executed Contract for Construction Contract between ACRA and Contractor.
- (ii) Index
- (iii) Advertisement to Bid
- (iv) Invitation to Bid
- (v) Notice to Bidders
- (vi) Instructions to Bidders
- (vii) Special Provisions.
- (viii) Bid Proposal Form and other bid documents
- (ix) Performance and Payment Bonds.
- (x) Insurance Forms.
- (xi) Plans and Drawings.
- (xii) Reports listed in the Bidding Documents.
- (xiii) Supplements, Attachments, and Exhibits attached to the above items.
- (xiv) Modifications.
- (xv) Change Orders.

(xvi) Field Orders.

The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify ACRA in writing.

SECTION 1: SCOPE OF WORK.

Contractor agrees to provide all necessary procurement, excavation, demolition, layout, installation of appurtenances and accessories required to complete all tasks referenced in the Contract Documents. The Contractor shall perform all work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all the work required in strict compliance with the Contract Documents.

Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties

The Project shall be completed in accordance with the specification, terms and conditions set forth in this Contract, including the Scope of Work, as follows:

1.1 Project Design/Build Drawing. Contractor's Work shall include, but not be limited to the following standards:

1.1.1 Contractor shall construct and deliver the best possible Project in accordance with the time, monetary and quality parameters set forth in this Contract, and, to the extent applicable, comply with each of the following

- a. Construct the project on time and within the Maximum Contract Cost (MCC), working closely with the ACRA Executive Director and/or Project Manager throughout the Project;
- b. Perform all construction on the Project utilizing contractors appropriately licensed by the California Contractor State License Board;
- c. Take all reasonable steps during the course of construction of the Project so as not to interfere with any other activities in the park, both by ACRA and the public;
- d. Take all necessary precautions not to interfere with pedestrian and vehicular access or Project site safety; and install safety fencing as required to keep pedestrians and children out of Contractor's work area;
- e. Control dust, odors, and noise in accordance with the provisions of the Standard Specifications for Public Works Construction and this Contract;
- f. Use reasonable care to avoid damaging existing structures and equipment adjacent to the Project site and replace or repair any damaged property.

1.1.2 Contractor's Work shall include obtaining and paying for all bonds, insurance, and required permits; drawings for approval; and inspections required by County or State departments.

1.1.3 Contractor shall provide administration, supervision and coordination of all services. Full time presence of Contractor's supervisor at the job site is required.

1.1.4 Contractor shall review construction documents with governmental authorities having jurisdiction over the Project.

1.1.5 Contractor shall notify ACRA, in writing and within two (2) business days if the Contractor reasonably believes the cost of the Project is likely to exceed the MCC and shall include in said notice:

a. An itemized cost breakdown estimate; and

b. A list of recommended revisions that Contractor believes would bring Project within the MCC

Contractor agrees to assist ACRA in reviewing the itemized cost breakdown and recommended revisions in order for ACRA to revise the scope of Project so that the MCC is not exceeded.

1.1.6 Contractor shall not engage in any activities that exceed 100 decibels (loud noises) between the hours of 6:00 p.m. and 7:00 a.m. on any day that construction is taking place.

1.1.7 Contractor shall clean up and remove all construction related debris at the end of each day.

1.1.8 Contractor shall provide hoisting for construction materials and debris, if necessary.

1.1.9 Contractor is to obtain all required county permits for all work to be accomplished in the park.

1.1.10 Contractor shall dispose of all demolished or removed material according to county, state, and federal regulations. Contractor shall divert all recyclable waste materials to appropriate recycling centers. All costs incurred for waste diversion shall be the responsibility of the Contractor.

1.1.11 Should contractor encounter material reasonably believed to be toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work and report the condition to ACRA in writing. ACRA shall contact any services required to directly remove and/or abate toxic wastes and hazardous materials. The work in the affected area shall not thereafter be resumed except by written agreement of ACRA and Contractor.

1.1.12 Contractor shall provide sanitation facilities and potable water facilities as per Cal-OSHA.

1.1.13 Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

1.1.14 Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work.

1.1.15 Contractor shall be responsible for the property care and protection of all materials delivered and Work performed until completion and final acceptance by ACRA.

1.1.16 All Work shall be solely at the Contractor's risk.

1.1.17 Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary.

1.1.18 Contractor shall comply with all applicable safety laws and building codes to prevent accidents and injury to persons on, about, or adjacent to the Project site where Work is being performed.

1.1.19 Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazard created in the course of construction.

1.2 Contractor Submittals: Contractor agrees to provide and deliver to ACRA the following items:

1.2.1 Estimate: Contractor shall submit within twenty (20) business days after receipt of "Notice of Award" a complete breakdown of the Contract price

1.2.2 Product Data: Contractor shall submit within twenty (20) business days after receipt of "Notice of Award" a written statement of the final quantities of unit price items, including a complete set of the material and equipment submittals:

- a. Project materials and equipment information disclosing manufacturer and manufacturer's representative's names, business addresses, phone numbers and addresses for warranty work or questions;
- b. Plan view drawings and/or three dimensional (3D) renderings which include, if applicable, all model numbers, descriptive labels (including component names) and notations of compliance with the above guidelines
- c. Detailed component list with model numbers and catalog descriptions.
- d. Written material specifications for all components.
- e. Copy of manufacturer's warranty, in certificate format.

1.2.3 Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There shall be no deviation from the approved submittals without written authorization from ACRA Executive Director.

1.2.4 ACRA shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment

1.3 Project Products. Contractor agrees the Project shall comply with the following:

1.3.1 Products: The Scope of Work is based upon equipment and measurements from the Landscape Architect and/or his representative. All dimensions, surrounding obstructions, etc., shall be the responsibility of the Contractor and its representatives to take into consideration during completion of the Project, including the setting of materials and equipment.

1.3.2 Modifications: Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and landscape design shall be the sole expense and responsibility of the Contractor.

1.4 Contractor Reporting Notice. Contractor shall furnish to ACRA:

1.4.1 A monthly written report submitted on or before the 10th day of the following month for the purpose of making progress payment. The report must include any or all of the following information:

- a. The dollar amount of Contractor's and/or subcontractor's invoices;
- b. The supplies delivered and services performed by Contractor and subcontractors;
- c. An assessment of the completion status of the Project;
- d. Specific information on subcontractors.

1.4.2 Contractor shall submit each of its payment requests on the Bid Form

1.4.3 Contractor's obligation under this section shall survive the termination or expiration of this Contract.

SECTION 2: MATERIALS.

All parts of the work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

Contractor must have all material substitutions available prior to beginning of Work. Delivery instructions must be coordinated with ACRA Executive Director or Project Manager prior to any on-site deliveries. All on-site delivery sites must be approved by ACRA Executive Director or Project Manager. If the Contractor desires to use another manufacturer or materials other than specified in the Contract Documents, it shall request approval of such substitution in writing to the ACRA Executive Director, not later than five (5) days prior to delivery of such materials. Substitutions of materials must be substantially equal to or better in every respect to those specified in the Contract Documents. Items found acceptable will be approved in writing by ACRA

Executive Director. ACRA reserves the right to reject or accept substituted materials submitted at its sole discretion.

If a substitution request is rejected by ACRA, the Contractor all provide the materials specified in the Contract Documents. ACRA shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of the material shall rest with the Contractor. ACRA Executive Director has the complete and sole discretion to determine if a material is substantially equal to or better than that specified in the Contract Documents.

SECTION 3: TIME OF PERFORMANCE.

3.1 Work Schedule. Within twenty (20) calendar days following Contractor's receipt of the Notice of Award, Contractor shall prepare, for ACRA's approval, a schedule for the completion of the Work ("Work Schedule"), which shall have incorporated all major milestones for the work to be performed, commencement of work, sequence of work, days scheduled to be on the Project site, Substantial Completion and Final Completion. Contractor shall identify and incorporate in the Work Schedule, all operational impacts involving interruptions or interference with events occurring in the park.

3.2 Commencement/Completion. Time is of the essence with respect to all provisions of this Contract that specify a time for performance. The parties acknowledge and agree that any delay in the completion of the Project shall constitute a material breach of this Contract. Contractor shall commence performance of the Work within ten (10) days of ACRA's issuance of a written Notice to Proceed. The Notice to Proceed will be based in part on weather conditions in the County's higher elevation. Contractor shall complete the Work no later than twelve (12) weeks/90 days after issuance of Notice to Proceed. Contractor agrees the time for completion set forth is adequate and reasonable to complete the work.

3.3 Work Hours Available for Construction. Contractor shall perform the Work Monday through Friday, within the hours of 7:00 am and 6:00 pm., unless otherwise approved by ACRA Executive Director or Project Manager in writing. (Weekend work may be available, with prior written approval of ACRA Executive Director or Project Manager.)

3.4 Liquidated Damages.

3.4.1 Entitlement. ACRA and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Contract Time, ACRA will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to: (i) Loss of public confidence in ACRA and its contractors and consultants. (ii) Loss of public use of public facilities. (iii) Extended disruption to public.

3.4.2 Daily Amount. In accordance with Government Code section 53069.85, the parties agree that in addition to all other damages to which ACRA may be entitled other than delay damages, in the event Contractor shall fail to achieve Substantial Completion of the entire Work within the Contract Time, Contractor shall pay ACRA as liquidated damages the

amount of \$200 per day for each Day occurring after the expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work. The liquidated damages amount is not a penalty but considered to be a reasonable estimate of the amount of damages ACRA will suffer.

Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, or its subcontractors or suppliers. Contractor shall within five (5) days of identifying any such delay notify ACRA in writing of causes of delay. ACRA shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension.

3.4.3 Apportionment. Such liquidated damages shall be subject to apportionment for delays to Substantial Completion for which Contractor is entitled to receive an extension of time under the Contract Documents. Such apportionment shall not be affected by the fact that liquidated damages may not be capable of apportionment for other periods of time during which there have occurred delays concurrently caused by both ACRA and Contractor. It being the Contractor's obligation to have the entire Work Substantially Completed within the Contract Time, it is agreed that such liquidated damages shall not be apportioned for portions of the Work completed prior to expiration of the Contract Time.

3.4.4 Exclusive Remedy. ACRA and Contractor acknowledge and agree that this liquidated damages provision shall be ACRA's only remedy for delay damages caused by Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time.

3.4.5 Damages upon Abandonment. In the event that Contractor either abandons the Work or is terminated for default in accordance with the provisions of Section 7 of this Construction Contract, ACRA shall have the right, in its sole discretion exercised by written notice issued either before or after Substantial Completion, to elect to either assert or waive its right to liquidated damages under this Paragraph 3.4.

3.4.6 If ACRA elects to assert its right to liquidated damages, then the liquidated damages shall be calculated from expiration of the Contract Time to the date that Substantial Completion of the Work is achieved by ACRA or its replacement contractor employed to complete Contractor's performance.

3.4.7 If ACRA elects to waive its right to liquidated damages, then Contractor shall be liable to ACRA, in lieu of the liquidated damages provided for in this Paragraph 3.4, for all actual Losses proximately resulting from Contractor's failure to complete the Work within the Contract Time.

3.4.8 Other Remedies. The parties further acknowledge and agree that ACRA is entitled to any and all available legal and equitable remedies ACRA may have where ACRA's Losses are caused by any reason other than Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time.

3.4.9 Adjustments to Contract Time. The Contract Time may only be adjusted for time extensions approved by ACRA and agreed to by Change Order executed by ACRA and Contractor in accordance with the requirements of the Contract Documents.

3.4.10 Additional Compensation to Contractor. The Contract Sum shall be increased by the amount of \$200 for each day of extension to the Contract Time that is solely due to Compensable Delay occurring prior to Substantial Completion, but only to the extent that such Compensable Delay is not concurrent with a Non-Compensable Delay.

Regardless of the cause of the Delay (including, without limitation, acts or omissions of ACRA or its consultants, errors, conflicts or omissions in the Contract Documents, or Changes to the Work), Contractor agrees to accept the compensation provided for in this Paragraph as its sole and exclusive right, remedy and recovery arising from or related to any Delay, interruption, hindrance, compression, acceleration, disruption or the impact or ripple effect of Delays on the Work, that may occur in connection with Contractor's performance of Work on the Project and for any resulting foreseen or unforeseen:

- (i) Overhead expenses such as, but not limited to, additional supervision, administration, extended or extraordinary overhead (direct or home office), insurance or bond costs and
- (ii) (ii) Productivity expenses such as additional loss of productivity, inefficiency, and escalation of costs of labor, wage, material or equipment.

SECTION 4. COMPENSATION AND PAYMENT.

4.1 Maximum Contract Cost. The total compensation payable to Contractor pursuant to this Contract shall not exceed Maximum Contract Cost \$_____ ("MCC"). The MCC includes all fees, costs, overhead and profit, including inspection fees, shipping and handling fees, labor costs, and the cost of materials, goods and equipment used to perform the Work.

4.2 Contractor Guarantee. Contractor guarantees that it can perform the Work and complete the Work within the MCC and understands that ACRA shall have no obligation or liability to compensate Contractor for any additional cost above the MCC that may be required to complete the Work as required by this Contract, except as provide herein.

4.3 Change Orders. In the event ACRA determines to change the Scope of Work to either delete, add or revise work to be performed by Contractor or the materials to be provided for the Work, Contractor shall prepare a Change Order setting forth in detail the changes to the Scope of Work, the allowable cost associated with the changes, and the amount by which the MCC will decrease or increase. ACRA shall have the right to approve or disapprove the Change Order.

4.4 Compensation for Extra or Deleted Work. The Contract Sum shall be adjusted (either by addition or credit) for Changes in the Work involving Extra Work or Deleted Work on the basis of both of the following: (i) The sum of Allowable Costs as defined in Paragraph 4.3 to be added (for Extra Work) or credited (for Deleted Work) and (ii) An additional sum (for Extra Work) or deductive credit (for Deleted Work) based on Contractor Markup and Subcontractor/Sub-subcontractor Markups allowable pursuant to this Section 4.4.

Contractor Markup and Subcontractor/Sub-subcontractor Markups set forth herein are the full amount of compensation to be added for Extra Work or to be subtracted for Deleted Work that is attributable to overhead (direct and indirect) and profit of Contractor and of its Subcontractors and Sub-subcontractors, of every Tier. Contractor Markup and Subcontractor/Sub-subcontractor Markups, which shall not be compounded, shall be computed as follows:

4.4.1 Self-Performed Work. Fifteen percent (15%) of the Allowable Costs for that portion of the Extra Work or Deleted Work to be performed by Contractor with its own forces.

4.4.2 Subcontractors. 15% of the Allowable Costs for that portion of the Extra Work or Deleted Work to be performed by a first Tier Subcontractor with its own forces, plus 2.5% thereon for Contractor Markup.

4.4.3 Sub-subcontractors. 15% of the Allowable Costs of that portion of the Work to be performed by Subcontractors of the second and lower Tier with their own forces, plus 2.5% thereon for the Subcontractor, plus 2.5% on the combined total thereof for Contractor Markup.

4.5 Method of Payment. Upon Contractor's submission to ACRA of satisfactory proof of placement of the equipment order for the items required under this Contract, ACRA agrees to pay Contractor an amount equal to ninety percent (90%) of such order. Further payments will be made for satisfactorily completed work ("Progress Payment"), subject to ACRA's retention to ten percent (10%) of the amount billed by Contractor (the "Retention"). Contractor shall submit monthly invoices for Progress Payments using a format acceptable to ACRA that includes each of the following:

- a. Detailed statement of the Work covered by the billing and percentage of work completed to date;
- b. Detailed statement of the amount being billed, less deduction of the Retention;
- c. The amount of the original MCC; all change orders separately identified by number and amount; the total amount billed to date, including current billing; and the percentage of the MCC billed to date.

Contractor shall submit duplicate invoices to:

Amador County Recreation Agency
10877 Conductor Blvd., Suite 100
Sutter Creek, CA 95685

ACRA agrees to remit payment to Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

- d. Weekly copies of payrolls for Contractor, and any subcontractors performing Work on Contractors' behalf hereunder. Each weekly payroll submission must be accompanied by a "Statement of Compliance." All payroll submissions shall be complete and contain the correct information required, as defined by the Secretary

of State. Each laborer must be paid in full for the weekly wages earned. Each laborer must not be paid less than the applicable prevailing wage rates and fringe benefits. This information may be faxed (209-257-1409), mailed (to the above address), or e-mailed to cfregulia@amadorgov.org.

e. Executed mechanics lien waiver/releases in accordance with California Civil Code Sections Civil Code sections 8132, 8134, 8136, and 8138.

4.6 Disallowed Costs and Withheld Payments. ACRA shall have the right to disallow any costs that are improperly or incorrectly billed, or exceed the payment schedule. ACRA shall have the right to withhold payments due Contractor, such amounts as in its judgment may be necessary to cover:

- a. Valid claims for payment for labor or materials furnished by third parties for the Work;
- b. Correction of defective work which Contractor has failed to correct;
- c. Failure of Contractor to make proper payments to subcontractors;
- d. Costs associated with completing the Work when it reasonably appears that the unexpended funds for the Work are insufficient to cover the cost of completion;
- e. Site cleanup;
- f. Failure to comply with Contract Documents;
- g. Liquidated damages, and/or
- h. Legally permitted penalties.

When the cause for withholding the funds has been addressed to ACRA's satisfaction, the withheld funds shall be paid to Contractor. ACRA shall make the progress payment within 30 calendar days after the receipt of a properly submitted payment request.

4.7 Pre-requisites to Payment of Retention. ACRA shall pay Contractor the Retention when Contractor has achieved Final Completion of the Work and:

- a. Playground has been inspected by a certified playground inspector who is hired by the Contractor;
- b. ACRA has inspected and accepted the Work, as described in Section 5.6 below;
- c. Contractor has submitted to ACRA all required written guarantees, including but not limited to documentation evidencing to ACRA that all of Contractor's subcontractors utilized in connection with the Project have been fully paid, and accordingly, that all mechanics liens filed against ACRA, or such other real property connected with ACRA, be removed;

d. Contractor has prepared and submitted to ACRA a statement executed under penalty of perjury, stating that: (1) Contractor has fully paid all persons performing labor or other Work on the Project, including all firms supplying the materials, and all subcontractors providing labor and/or materials for the Work; and (2) that there are no unpaid bills for either labor or materials, except specific disputed items or claims (which must be set forth in the statement). Contractor's obligation under this provision shall survive the termination or expiration of this Contract;

e. Notice of Completion of Work has been filed;

f. The acceptance of the Work on behalf of ACRA will be made by the ACRA Executive Director. Such acceptance by ACRA shall not constitute a waiver of defects. The final payment shall not become due and payable until five (5) days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. Final payment shall be made no later than 60 days after the date of acceptance of the Work by ACRA, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136.

SECTION 5. GENERAL PERFORMANCE OBLIGATIONS OF CONTRACTOR.

5.1 General Standards; Site Examination. All Work shall be performed as described in this Contract and in accordance with industry standards for the type of Work being performed. Contractor has satisfied itself as to the nature and location of the Work, the kind and type of equipment, facilities, and materials needed to perform the Work, and all other matters, which may in any way, affect the Work. Contractor agrees that the MCC is based on its examination of the site and that it will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination.

5.2 Project Managers. Contractor's designated representative shall be the day-to-day contact person during Contractor's performance of the Work. Contractor's Project Manager shall be _____, or such other person Contractor designates in writing. ACRA's Project Manager shall be Edward McCracken and/or such other employee designated as the ACRA Project Manager. During the term of this Contract, Contractor agrees to consult with the ACRA Executive Director and/or ACRA's Project Manager regarding the format of any final report(s) and deliverables and the adequacy of the Work performed by Contractor. All submittals required of Contractor shall be delivered to the ACRA Executive Director. ACRA's Project Manager may not award, renew or terminate this Contract; agree to, or sign any modifications to the Contract, or obligate ACRA for payment outside the scope of the Contract.

5.3 Injury to Persons; Damage to Park Facility or ACRA Equipment. Contractor shall be solely liable for any death or bodily injury, or any damage to the park facility or ACRA equipment, caused by Contractor, its subcontractors, its agents and/or employees, in connection with performing the Work. Contractor shall, at its own expense, promptly cause any damage to be repaired. In the event of irreparable damage, Contractor shall promptly replace what was irreparably damaged.

5.4 Regulations. Before commencing the Work, Contractor shall procure all necessary building permits and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any Federal, State, or local governmental agency relating to the performance of Work herein. Contractor agrees to indemnify ACRA from liability or penalty that might be imposed by reason of an asserted violation of such laws, ordinances, codes and regulations. Upon completion of the Work, Contractor shall submit to ACRA original Certificates of Inspection and Acceptance.

5.5 Safety: Contractor agrees to protect its Work (in progress and completed) and be responsible under all circumstances for its condition until ACRA's acceptance of the entire Project and to reasonably protect ACRA's facility, property, employees and the public from damage or injury. Contractor shall comply with all applicable laws and regulations of the federal, state, and local government. Contractor shall abide by all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Work being performed. Contractor shall also abide with all safety rules issued by ACRA from time to time.

Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. section 651 et seq.) and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

5.6 Inspection and Acceptance. ACRA shall have access to and the right to inspect all material, equipment and progress during the course of performance of the Work. Contractor shall replace, without charge, any material or correct any workmanship found by ACRA, or its agents, not to conform to the requirements of this Contract unless ACRA consents to accept such material or workmanship with an appropriate reduction in the price.

5.7 Warranty/Guarantee: Should Contractor substitute any equipment or materials, or use additional materials not specified in the Contract Documents, in the performance of the Project, contractor shall ensure that the equipment manufacturer(s) it selects warranties material and workmanship against defects, from the date of manufacturer's final invoice, for the period of time as follows:

5.7.1 LIMITED LIFETIME WARRANTY on all aluminum decks posts, steel deck posts, clamping/fastening systems, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.

5.7.2 LIMITED FIFTEEN (15) YEAR WARRANTY on steel or composite support legs against structural failure caused by corrosion, defective materials or defective workmanship.

5.7.3 LIMITED TEN (10) YEAR WARRANTY on all steel or composite playground components including railings, climbers, rugs, steps against structural failure caused by

corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship

5.7.4 LIMITED TWO (2) YEAR WARRANTY on main support and deck materials, play planet fasteners, clamp nuts and bolts, surfacing products and materials against structural failure caused by corrosion, defective materials or defective workmanship.

5.7.5 LIMITED ONE (1) YEAR WARRANTY on all products not listed above against structural failure caused by defective materials or defective workmanship.

5.7.6 LIMITED ONE (1) YEAR WARRANTY on all products furnished by Contractor for the Project against structural failure caused by defective materials or defective workmanship.

5.7.7 Repaired or replacement parts are only warranted for the balance of the original limited warranty.

5.7.8 These limited warranties do not include fading or colors, damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.

5.7.9 Contractor shall guarantee installation workmanship for a period of one (1) year from the date of Substantial Completion of the Project. The Contractor shall be responsible for coordinating manufacturer material warranty items with the manufacturer/distributor, and for the installation of replacement materials at no additional cost to ACRA.

5.7.10 Contractor shall provide ACRA Executive Director with a copy of Contractor's installation warranty on company letterhead and dated.

If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, ACRA may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense. Contractor hereby agrees to repair or replace, at the discretion of ACRA, any or all work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements within one year from the date of the Notice of Completion of the Project without any expense whatever to ACRA. Ordinary wear and tear and unusual abuse or neglect is hereby excepted.

5.8 Title to the Work. The title to all Work accepted at the park and all materials, for which ACRA has paid Contractor, shall be in ACRA. Title and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in Contractor.

5.9 Electrical Power and Water. To the extent applicable, ACRA agrees to use its best effort to provide Contractor with convenient access to electrical power and cold water required to perform the Work. The electrical outlets and water sources used by Contractor shall be those designated or approved by ACRA

5.10 Site Supervision. Contractor shall ensure that a superintendent is present and supervising Contractor's employees at all times while Work is being performed.

5.11 Apprentices. Apprentices of any crafts or trade may be employed and when required by California Labor Code, Article 3, Sections 1777.5 and 1777.6, provided they are properly indentured to the Contractor in full compliance with provisions of the stated Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code Sections 1777.5 and 1777.6 and for all apprenticeship occupations and agrees to comply with that section.

5.12 Prevailing Wage Requirement. Notwithstanding any other provision of law, all laborers employed by Contractor, and such personnel employed by the subcontractor(s) hired by Contractor, performing Work hereunder shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

5.13 Hours of Work. It is Contractor's responsibility to be fully aware of and comply with State law pertaining to legal days worked as provided in Article 3, section 1810, Chapter 1, Part 7, Division 2, California Labor Code. Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week. Notwithstanding the provisions herein, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours per one week, shall be permitted upon compensation for all hours worked in excess at not less than one and one-half times the basic rate of pay. Hours and days may be adjusted as schedule of events allows and with adequate advance approval to ACRA. The projected windows for work are: 7:00 am until 6:00 pm, unless otherwise notified by ACRA Executive Director or Project Manager. No Work will be allowed on ACRA-observed holidays, unless otherwise approved by ACRA.

5.14 Equal Employment Opportunity. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. Contractor shall provide equal opportunity in all employment practices. Contractor shall comply with all state and federal Wage and Hour laws and all California and Federal laws and regulations governing employment and conditions of employment. Contractor shall comply with the California Workers' Compensation Act as applicable to its employees.

5.15 Drug Free Workplace Policy. Contractor shall advise all of its employees of ACRA's policy that requires a Drug Free Workplace at all of its facilities, including the use of marijuana.

Contractor's employees must agree to this policy as a condition of employment and be advised that violations of this policy shall result in appropriate disciplinary action, up to and including termination.

5.16 Workers. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her. Any person in the employ of the Contractor whom ACRA may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

5.17 Subcontracts. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be fully responsible to the ACRA for the acts and omissions of its subcontractors. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and ACRA. ACRA reserves the right to accept all subcontractors. ACRA's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligation in the Contract Documents. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

5.18 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security and to follow all guidelines provided by the United States Department of Homeland Security to properly verify information of newly hired employees.

5.19 Payroll Records; Labor Compliance. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to all employees in connection with the work under this Contract. Contractor and subcontractors shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate.

In accordance to Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

SECTION 6. INDEMINIFICATION; INSURANCE BOND; PERMITS AND LICENSES; INSPECTIONS

6.1 Indemnification. Contractor agrees to indemnify, hold harmless and defend ACRA, its directors, officers, employees, agents, representatives and affiliates, from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), and all claims, demands, actions or judgments of every nature whatsoever in favor of any person or entity on account of personal injury or death, or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance associated with Contractor's performance of services under this Contract or the Work of Contractor, its employees, agents, subcontractors or any other person entering the premises with the expressed or implied direction of Contractor, and any transactions arising out of or related to this Contract. Such indemnification by Contractor shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of ACRA and its officers, director, agents and employees. The only limitations on this provision shall be those imposed by Civil Code section 2782.

Contractor's indemnification shall also cover its representations made in Section 5.4 above. The effect and application of this indemnification provision shall survive the termination or expiration of this Contract.

6.2 Insurance Provided by Contractor. Contractor shall, at its sole cost and expense, procure and maintain, throughout the term of this Contract, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to ACRA approval. The Contractor or any subcontractors shall not commence Work under this Contract until satisfactory evidence has been provided to ACRA that all insurance required hereunder has been secured. Failure to provide and maintain all required insurance shall be grounds for ACRA to terminate this Contract for cause.

Contractor shall provide ACRA with original certificates of insurance and endorsements evidencing the following, required, coverage within twenty (20) calendar days after its receipt of the Notice of Award. All certificates and endorsements must be received and approved by ACRA before Work commences:

1. Commercial General Liability (CGL) policy with coverage as broad and as encompassing as CGL in the occurrence form, and providing coverage against, but not limited to, claims for bodily injury or death and property damage occurring in or upon the park facility or the Project site, and arising out of Contractor's and its employees', subcontractors', agents' and authorized representatives' performance of this Contract. Such insurance shall be primary and non-contributory with any other coverage, including ACRA's, and shall afford immediate defense and indemnification of ACRA to the limit of not less than one million dollars (\$1,000,000.00) per occurrence. Such insurance shall waive any right of subrogation against ACRA;
2. Employer's Liability insurance, including Occupational Disease, with the following limits:

Bodily Injury by Accident	-	\$1,000,000.00 each accident
Bodily Injury by Disease	-	\$1,000,000.00 policy limit

Bodily Injury by Disease - \$1,000,000.00 each employee

3. Commercial Automobile Liability, or Business Auto coverage with limits not less than one million dollars (\$1,000,000.00) for each occurrence, combines single limit for bodily injury or death and/or property damage, covering owned, non-owned and hired automobiles, including ownership, operation, maintenance, use, loading and unloading operations;
4. Workers' Compensation insurance as required by the laws of the State of California and in accordance with the provisions of section 3700 of the Labor Code;
5. Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work, and subject to loss or damage by fire, vandalism, and malicious mischief, in an amount to cover 100% of the replacement value. ACRA accepts no responsibility for the Work until the Work is formally accepted by ACRA. Policy must include: (1) coverage for any ensuring loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site.

The above described insurance policies (collectively, the "Policies") must include the following additional insured endorsement language:

"The Amador County Recreation Agency (ACRA) and its members, officers, directors, agents and employees are named as additional insured and are provided the same coverage as the named insured, including the cost of defense against claims for bodily injury or death and property damage occurring in or upon or resulting from the insured's use or occupancy of the park facility or Project site, or arising out of the insured's or its members', officers', directors', employees', agents', or subcontractors' performance or non-performance of this Contract between the insured and ACRA, unless such claim is determined by a court of competent jurisdiction to have arisen from the sole or gross negligence or the willful misconduct of an additional insured. The named insured's coverage is primary and shall not require contribution from the additional insured's insurance coverage."

The Policies shall provide for not less than thirty (30) days prior written notice of cancellation to ACRA as the certificate holder. Contractor and ACRA agree that the specified coverage or limits of insurance in no way limits the liability of Contractor. Contractor shall maintain the required insurance coverage and endorsements throughout the term of this Contract.

6.3 Bonds Provided by Contractor. Contractor shall furnish payment and performance bonds, with the name of the obligee designated as "Amador County Recreation Agency" in the amount

set forth below, as security for the faithful performance of all Contractor's obligations under this Contract. Contractor shall submit all certificates evidencing its purchase of this bond within twenty (20) calendar days after its receipt of the Notice of Award. This bond shall remain in effect until thirty (30) days after filing date of Notice of Completion, except as otherwise provided by law, regulation or by this Contract. The performance and payment bonds shall be in the amount of one hundred percent (100%) of the MCC.

All bonds shall be in the form prescribed by ACRA and shall be issued by sureties which are admitted insurers in the State of California and are subject to regulation by the Department of Insurance, and which also satisfy the provisions of the Code of Civil Procedure. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Surety companies must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds for the limits so required. If the surety on any bond declares bankruptcy or becomes insolvent or its right to do business is terminated, Contractor shall within seven (7) days thereafter substitute another bond and surety that must be accepted by ACRA.

6.4 Permits and Licenses. Contractor shall obtain all necessary permits and licenses for the construction of the Project, including encroachment permits and construction inspection fees, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certifications of inspection and required approvals to ACRA.

6.5 Inspections. The Project may require inspections by public authorities. Contractor shall promptly inform ACRA of the date fixed for such inspections. Required certificates of inspection shall be secured by Contractor. Costs incurred because of work found not to be in compliance shall be paid by Contractor.

SECTION 7. CONTRACTOR'S DEFAULT; ACRA'S RIGHT TO SUSPEND WORK AND RIGHT TO TERMINATE FOR CAUSE.

7.1 Default by Contractor. Contractor shall be in default if it:

1. Provides defective materials or workmanship or fails to perform the Work in accordance with the terms of this Contract;
2. Fails to perform the Work in compliance with the provisions of this Contract;
3. Disregards or violates any applicable laws or regulations;
4. Failure to immediately remove from the Work any person found not to be in compliance with such requirements, and
5. Declares bankruptcy, becomes insolvent, assigns its assets for the benefit of its creditors, or is unable to pay debts as they become due.

7.2 Notice of Default; Cure of Default; Right to Suspend Work. ACRA shall give Contractor a written Notice of Default specifying the nature of the default and providing a commercially

reasonable time for Contractor to cure the default. If ACRA determines, in its sole discretion, that the nature of the default justifies it, ACRA shall have the right to direct Contractor to suspend further progress on the Project and performance of the Work until the default is corrected and cured.

7.3 Termination for Cause; ACRA's Right to Complete Work at Contractor's Expense. In the event Contractor fails to cure the default within the time allowed in the Notice of Default, ACRA shall have the right to terminate this Contract and Contractor's performance hereunder by issuing a written Notice of Termination, specifying the effective date of termination. Upon receipt of the Notice of Termination, Contractor shall:

1. Stop work immediately or as specified in the notice;
2. Place no further contracts for materials, work or equipment required for the Work; and
3. Terminate any subcontracts for work to be performed on, or work provided to, the Work.

Within five (5) business days of the termination date, Contractor shall submit to ACRA all documents relating to the Work, all documents required by this Contract to be given to ACRA upon completion of the Work, and a final billing statement for Work provided through the termination date. ACRA shall have the right to take immediate possession of the completed Work and the Work in progress, and have the unfinished Work completed by whatever method or means ACRA may select. Contractor shall be liable for the cost to correct any defective work and complete the Work; to the extent the cost exceeds the remaining unpaid balance of the MCC. ACRA shall have the right to withhold any payments due to Contractor at the time the Contract is terminated and apply such sums to the completion cost.

7.4 Termination for Convenience; ACRA'S Rights to Terminate Without Cause. ACRA may terminate this Agreement for its convenience at any time upon providing ten (10) days written notice to the Contractor. In such case, the Contractor shall be entitled to receive as full compensation for all services performed hereunder payment for all Work performed prior to the date of termination, together with all retainage withheld in accordance with Article 4. Payment of such compensation is the sole and exclusive remedy of the Contractor for termination of this Agreement by Owner hereunder and the Contractor shall not be entitled to, and hereby waives, claims for lost profits and overhead in excess of 10% of the MCC and all other damages and expenses

7.5 ACRA's Rights Preserved. The termination of this Contract and Contractor's performance, pursuant to Sections 7.1 – 7.4, shall not affect any rights or remedies ACRA may have against Contractor, then existing or which may thereafter accrue. ACRA's retention of payments due to Contractor shall not release Contractor from such liability.

SECTION 8. ACRA'S DEFAULT; TERMINATION BY CONTRACTOR.

In the event ACRA fails to perform its obligations hereunder, Contractor may provide ACRA a written notice specifying the nature of the default and providing ACRA a commercially reasonable time to cure the default. If ACRA fails to cure the default within the time allowed in the notice,

Contractor shall have the right to terminate this Contract by giving ACRA a written "Notice of Termination" specifying the effective date of termination and ceasing its performance of the Work required by this Contract.

Within five (5) business days of effective date of termination, Contractor shall submit to ACRA a final billing for all Work provided through the date of termination. ACRA shall be liable only for the value of the Work performed and actual costs incurred by Contractor through the termination date. ACRA shall not be liable to Contractor for lost profit or lost opportunity costs.

SECTION 9. OWNERSHIP OF MATERIALS; DOCUMENTS; DESIGN AND/OR CONSTRUCTION DOCUMENTS.

Any and all materials and documents, including without limitation all drawings, specifications, computations, technical data, design and construction documents, plans, investigations and reports, as well as all information and data retained on electronic or magnetic media, prepared by or for Contractor or obtained by Contractor in connection with the performance of the Work, shall be ACRA's property. The originals of all such materials and documents shall be delivered to ACRA upon its request. Contractor shall have the right, at its own expense, to make duplicate copies of such materials and documents for its own files, or other purposes as authorized in writing by ACRA.

ACRA acknowledges that design and construction documents are instruments of professional service. Nonetheless, design and construction documents prepared pursuant to this Contract shall become ACRA's property upon completion of the Work and payment in all sums owed to Contractor. ACRA agrees, to the fullest extent permitted by law, to indemnify and hold Contractor harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any unauthorized reuse or modification of the design and/or construction documents by ACRA or any person or entity acquiring such documents from or through ACRA with Contractor's written consent.

In accordance with Government Code section 8546.7, records of both ACRA and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three years after final payment. Contractor shall make available to ACRA any of the Contractor's other documents related to the Project immediately upon request of ACRA. ACRA shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor related to the Project for a period of four years after final payment.

SECTION 10. GENERAL PROVISIONS.

10.1 Independent Contractor Status; No Agency Relationship. Contractor is and shall remain an independent Contractor. Neither Contractor nor its agents or employees shall act as officers, agents, or employees of ACRA. Contractor has no authority to assume or create any commitment or obligation on behalf of ACRA, or to bind ACRA in any manner. Contractor also understands and agrees that neither the Contractor nor any employees are entitled to benefits of any kind

normally provided employees of ACRA, including but not limited to state unemployment compensation or worker's compensation.

10.2 Notices. Any notice required by this Contract shall be deemed to have been sufficiently communicated when personally delivered or by mailing, postage prepaid to:

Amador County Recreation Agency
Attention: Carolyn Fregulia
10877 Conductor Blvd., Suite 100
Sutter Creek, CA 95685

Contractor:

10.3 Confidential Information. All information furnished or disclosed by Contractor by ACRA in connection with this Contract which is identified as confidential is received in confidence, shall remain the property of ACRA and shall not be disclosed by any third-party without ACRA's prior written consent. Contractor shall not use any such information for any purpose other than to perform this Contract.

Contractor will return all such confidential information to ACRA upon completion by Contractor of its obligations hereunder, or upon demand. The obligations of this Section shall survive the expiration or termination of this Contract.

10.4 Binding or Successors and Assigns. The provisions of this Contract shall be binding upon and shall insure to the benefit of the parties hereto and each of their respective successors and assigns, subject to the limitations or assignment and subcontracting set forth below.

10.5 Assignment and Subcontracting. Contractor shall not assign or transfer any interest in this Contract by assignment without the prior written consent of ACRA; and any purported assignment by Contractor, without prior written consent, shall be null and void and constitute a material breach.

Claims for money due or to become due to Contractor from ACRA under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be promptly furnished to ACRA.

No performance required of Contractor herein may be subcontracted without ACRA's prior written approval, unless such subcontracting was included in Contractor's proposal.

10.6 Modifications and Amendments. No amendment or modification of this Contract shall be valid or binding unless made in writing and signed on behalf of each party by a duly authorized representative.

10.7 Headings. All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Contract.

10.8. Applicable Law. This Contract is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law.

10.9 Attorneys' Fees. If legal action, including arbitration or action for declaratory relief, is brought by either party to interpret or enforce any provisions of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and other costs incurred, the award of which may be determined in the same action or a separate action brought for that purpose.

10.10 Entire Agreement. This Contract represents the sole and entire agreement between ACRA and Contractor, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract.

10.11 Partial Invalidity. If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10.12 Compliance with Laws and Debarment Status. Contractor and each of its employees, contractors, agents, representatives and other personnel hired or retained by Contractor in connection with the performance of Contractor's obligations under this Agreement shall be fully informed of all federal, state and local laws, rules and regulations that affect or are applicable to the performance of Contractor's obligations under this Agreement, and shall at all times observe and comply with all such laws, rules and regulations, regardless of whether all or any of such laws, rules, and regulations are referenced in this Agreement. Contractors or subcontractors may not perform work on a public works project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. Contractor assures and certifies to ACRA that it and any subcontractor hired by Contractor to perform on its behalf hereunder are not currently suspended, debarred, or otherwise prohibited by the Federal Government or by the State of California from bidding on, accepting or being awarded public works contracts, either as a contractor or subcontractor. Contractor agrees to inform ACRA within forty-eight (48) hours of any change in its debarment status. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to ACRA. Contractor shall be responsible for the payment of wages to workers or a debarred subcontractor who has been allowed to work on the Project.

10.13 Signatory Authority. If Contractor is a corporation, partnership, trust or other entity, the individual or individuals signing this Contract on behalf of Contractor represents to ACRA that he or she has full authority to do so, has received all required consents, and that his or her signature (together with the signature or signatures of any other individual signing below on behalf of such corporation, partnership, trust or other entity) is (are) the only signatures required to bind Contractor.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all

requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this work.

IT WITNESS WHEREOF, the parties hereto have duly executed duplicate originals of this Contract on the date set forth on the page hereof.

Contractor

Amador County Recreation Agency

By _____

By _____
Wayne Garibaldi, Board Chairman

SECTION 03 10 00

CONCRETE FORMWORK

PART ONE - GENERAL

1.01 APPLICABLE SECTION

- A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 SECTION INCLUDES

- A. The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with or properly incidental to furnishing, installing, and removing form work as described in this section of the specifications, shown on the accompanying drawings, or reasonably implied therefrom, except as hereinafter specifically excluded.
- B. Work Included:
 - 1. Design of Formwork, Shoring and Falsework
 - 2. Construction and removal of all forms.
 - 3. Installation of items furnished under other sections but indicated therein to be installed under this section.
 - 4. Accuracy of installation is responsibility of section furnishing item.

1.03 RELATED SECTIONS

- A. Section 03 30 00 – Cast-in-Place concrete

1.04 MEASUREMENT AND PAYMENT

- A. No separate compensation or payment shall be made for work of this Section.
- B. Full compensation for work of this Section shall be considered as part of and included in payment for each Construction Item for which the work is executed.

1.05 REFERENCES

- A. The following is a list of Reference Standards referred to in this portion of the Specification:

1. W.C.L.I.B.; "Standard Grading and Dressing Rules No. 17"
2. American Concrete Institute Standard ACI 347 "Guide to Formwork for Concrete" and ACI 318 "Building Code Requirements for Reinforced Concrete", Latest edition.
3. Uniform Building Code, current governing edition.
4. American Plywood Association, "U.S. Product Standard PS1-95"

1.06 QUALITY ASSURANCE

- A. Codes and Standards: Comply with all Federal, State and Local Codes and Safety Regulations. In addition, comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
1. Uniform Building Code, current governing edition.
 2. ACI-347 "Guide to Formwork for Concrete", current edition.
 3. State of California Department of Transportation Standard Specifications, current governing edition.
- B. Qualifications: Design and detailing of formwork shall be by a person experienced in the design of formwork and familiar with the principles of engineering mechanics. Design and detailing of formwork over 12' in height, shoring, and falsework shall be prepared by a registered Civil/Structural Engineer of the State of California.

1.07 SEQUENCE AND SCHEDULING

- A. The Contractor shall obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete.

PART TWO - PRODUCTS

2.01 FORMS

- A. Plywood shall be 5/8" Exterior "B.B." Plyform Class I. Each sheet shall be grade stamped with an APA stamp.
- B. Sheathing shall be Douglas Fir "Standard" grade per Grading Rules #17, W.C.L.I.B., Paragraph 118-c. 1x6 shiplap S4S.

- C. Hardboard shall be 1/8" tempered.

2.02 SPREADERS

- A. Spreaders shall be of metal type that will give positive tying and accurate spreading.

2.03 STUDS, WALES AND SHORING

- A. Studs, wales, and shoring shall be Douglas Fir "Construction" grade per Grading Rules #17,
- B. W.C.L.I.B. Paragraph 122-b or "No. 2" grade, Paragraph 123-c.

2.04 MANUFACTURED ASSEMBLIES

- A. Manufactured assemblies may be used as forms provided that maximum loadings and deflections used on jacks, brackets, columns, joists and other manufacturer devices does not exceed the manufacturer's recommendations.

PART THREE - EXECUTION

3.01 GENERAL

- A. Furnish and install all forms, clamps, accessories, etc., required for all poured-in-place concrete below grade and unexposed portions above grade. Where sides of excavations have been cut neat and accurate to size for pouring of concrete directly against the excavation, forms for footings will not be required.
- B. Furnish and install all forms, clamps, sealer, accessories, etc., required for all poured-in-place concrete above grade that will be exposed.
- C. Provide crack control and keyed cold joint forms.

3.02 DESIGN AND CONSTRUCTION OF FORMWORK

- A. Forms shall be constructed of sound material, of the correct shape and dimension, mortar tight, and of sufficient strength, and so braced and tied together that the movement of equipment, men, materials, or placing and vibrating the concrete will not throw them out of line or position. Construct so that they may be easily removed without damage to the concrete. Any movement or bellying of forms during construction shall be considered just cause for their removal and, in addition, the concrete work so affected. All formed joints on concrete surfaces to be exposed shall be taped and shall align so joints will not be apparent on the concrete surfaces. All dirt, chips,

sawdust and other foreign matter shall be completely removed before concrete is placed.

- B. Before concrete is placed in forms, all inside surfaces of the forms shall be thoroughly coated with an approved form sealer. The form sealer shall be of high penetrating quality leaving no film on the surface of the forms that can be absorbed by the concrete.
- C. Form supports shall be placed on adequate foundations and have sufficient strength and bracing to prevent settlement or distortion from the weight of the concrete or other cause. Support shall rest on double wedged shim, or other approved means, so that the forms will be maintained at the proper grade.
- D. Form Ties: Bolts, rods, or other approved devices shall be used for internal form ties and shall be of sufficient quantities to prevent spreading of the forms. The ties shall be placed at least 1 inch away from the finished surface of the concrete. The use of ties consisting of twisted wire loop will not be permitted. Bolts and rods that are to be completely withdrawn shall be coated with grease.

3.03 PLUMBING, LEVELING, REPAIRING AND MAINTAINING FORMS

- A. Before concrete is placed in any form, the horizontal and vertical position of the form shall be carefully verified and all inaccuracies corrected. All wedging and bracing shall be completed in advance of placing of concrete.
- B. Boards or other form materials that have been damaged or checked or warped prior to placing of concrete shall be removed from the forms and replaced with approved materials or otherwise corrected to the satisfaction of the engineer.
- C. Assign a sufficient number of men to keep watch on and maintain the forms during placing of concrete. Satisfactorily remedy any displacement or looseness of forms or reinforcement before placing of concrete. No form shall be moved or altered except as may be specifically directed.
- D. Wall forms shall be set to account for movement of post-tensioned slabs that will occur due to long term shortening of slabs. The Engineer will establish the offsets at each level after the Contractor has submitted a detailed pour schedule.

3.04 FIELD QUALITY CONTROL

- A. The Contractor shall verify accuracy of items, furnished under other sections of these specifications and installed under this section.

3.05 REMOVAL OF FORMWORK, FALSEWORK, AND SHORING

- A. Formwork, falsework, and shoring shall not be removed until the concrete members have acquired sufficient strength to support their weight and the loads to be superimposed thereon safely.
- B. Vertical forms shall remain on columns, walls, pilasters, etc., for at least seven (7) days.
- C. The Contractor shall request to have field cured compression test specimens taken for any concrete where it is planned to remove formwork, falsework, or shoring sooner than indicated above.
- D. In removing plywood forms, no metal pinch bars shall be used and special care to be taken in stripping. Start at top edge or vertical corner where it is possible to insert wooden wedges. Wedging shall be done gradually and shall be accompanied by light tapping of the plywood panels to crack them loose. Do not remove forms with a single jerk after it has been started at one end.
- E. Forms shall be left in place as long as possible to permit shrinkage away from concrete and plywood forms shall be left in place until all other forms around are stripped and until there is no danger of damaging the architectural concrete due to other work in the vicinity.
- F. Nothing herein shall be construed as relieving the Contractor of any responsibility of the safety of the structure.
- G. After stripping, properly protect all concrete to be exposed in the finish work from damage with boards and building paper to prevent staining, spoiled edges, chips, etc.
- H. Whenever the formwork is removed during the curing period, the exposed concrete shall be cured by one of the methods specified in Section 03 30 00.

3.06 CLEANING

- A. Clean up shall be per special conditions. Failure to perform clean up within 24 hours notice by the Landscape Architect shall be considered adequate grounds for having the work done by others at the Contractor's expense.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART ONE - GENERAL

1.01 APPLICABLE SECTION

- A. The requirements/provisions of the General and Supplementary Conditions and Division 1 Specification Section shall apply to this section.

1.02 SECTION INCLUDES

- A. The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with or properly incidental to furnishing, and installing cast-in-place concrete work as described in this section of the specifications, shown on the accompanying drawings, or reasonably implied therefrom, except as hereinafter specifically excluded.
- B. Work Included:
 - 1. Design of Concrete Mixes.
 - 2. All concrete and cement finishing; all surface treatment and curing, including non-slip finishes and color work.
 - 3. Installation of all reglets, bolts, anchors, cans, sleeves, column anchor bolts, etc.
 - 4. The furnishing of all items required to be or shown on the drawings as embedded in concrete, which are not specifically required under other sections.
 - 5. Setting headers and screeds. Curing and protecting concrete.
 - 6. Routing out cracks and saw-cutting control joints as required by waterproofing.
 - 7. Drilling of existing concrete and masonry for placement of bars, dowels, and rods.
 - 8. Grouting of bars, dowels, and rods in existing concrete and existing masonry.

1.03 RELATED SECTIONS

- A. Section 03 10 00 – Concrete Formwork
- B. Section 32 13 13 – Concrete Paving

1.04 MEASUREMENT AND PAYMENTS

- A. No separate compensation or payment shall be made for work of this Section.
- B. Full compensation for work of this Section shall be considered as part of and included in payment for each Construction Item for which the work is executed.

1.05 REFERENCES

- A. ASTM C31 "Method of Making and Curing Concrete Test Specimens in the Field"
- B. ASTM C33 "Specification for Concrete Aggregates "
- C. ASTM C39 "Test Method for Compressive Strength of Cylindrical Concrete Specimens"
- D. ASTM C42 "Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete"
- E. ASTM C94 "Specification for Ready Mixed Concrete"
- F. ASTM C143 "Test Method for Slump of Portland Cement Concrete"
- G. ASTM C150 "Specification for Portland Cement"
- H. ASTM C157 "Test Method for Length Change of Hardened Hydraulic Cement Mortar and Concrete"
- I. ASTM C171 "Specification for Sheet Materials for Curing Concrete"
- J. ASTM C172 "Method of Sampling Freshly Mixed Concrete"
- K. ASTM C173 "Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method"
- L. ASTM C231 "Test Method for Air Content of Freshly Mixed Concrete by Pressure Method"
- M. ASTM C260 "Specification for Air-Entraining Admixtures for Concrete"

- N. ASTM C309 "Specification for Liquid Membrane-Forming Compounds for Curing Concrete"
- O. ASTM C330 "Specification for Lightweight Aggregates for Structural Concrete"
- P. ASTM C494 "Specification for Chemical Admixtures for Concrete"
- Q. ASTM C618 "Coal Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Concrete"
- R. ASTM C881 "Specification for Epoxy-Resin-Base Bonding Systems for Concrete"

1.06 SUBMITTALS

- A. General Requirements:
 - 1. Submittals shall be made to Engineer in accordance with the requirements of Division 1, General Requirements of these specifications.
 - 2. Construction and fabrications or mixing of materials shall not begin until Contractor has received submittals reviewed by Engineer governing all aspects of the intended work.
- B. Mix Designs: Mix designs shall be submitted for each class of concrete on the job and shall show names and brands of all materials, proportions, slump, strength, gradation of coarse and fine aggregates, and location to be used on job.
- C. Concrete Placement Schedule: The Contractor shall submit a concrete placement schedule which shall show all proposed construction joint locations, limits of each placement sequence, order of placement and type of joint proposed at each joint location.
- D. Product Data: Manufacturer's catalog sheets including instructions for use and description of application shall be provided on each of the following materials:
 - 1. Epoxies
 - 2. Grout
 - 3. Admixtures
 - 4. Curing Compounds

5. Chemical Hardener

E. Certificates of Compliance:

1. The Contractor shall provide Certificate of Compliance for each type of aggregate, cement and admixture to be used in each class of concrete or a Certificate of Compliance for each class of concrete.
2. Certificates of Compliance shall include the name, source, and description of all materials used in each class of concrete and shall be signed by the concrete supplier certifying that each material item complies with, or exceeds the specified requirements. Certificates of Compliance shall be furnished 60 days in advance of any concrete pours.
3. When Certificates of Compliance cannot be provided, the Contractor shall hire a professional testing laboratory to verify compliance of each type of material to be used in each Class of Concrete. The cost of testing shall be paid for by the Contractor.

F. Laboratory Test Reports:

1. Laboratory test reports shall show the name of testing agency, date of testing, types of tests performed and shall be signed by a principal of the testing agency who is a registered Civil Engineer in the State of California. Laboratory tests shall not be older than eight (8) months and shall certify that the tested materials meet the specified standards.
2. Laboratory test reports for concrete mix designs shall clearly identify each material or mix number of each mix tested to verify the correlation between the tested mix designs and the proposed mix designs.
3. When required by other portions of these specifications, laboratory test reports shall be submitted for each material to be used in each class of concrete, or for each mix design and shall show compliance with appropriate ASTM Standards and these specifications.

G. Weight and Batch Tags:

1. Weight and batch tags will be supplied to the engineer upon request.

1.07 QUALITY ASSURANCE

- A. Codes and Standards: Comply with all Federal, State and Local Codes and Safety Regulations. In addition, comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
 - 1. ACI 301, "Specifications for Structural Concrete for Buildings", current edition.
 - 2. ACI 318, "Building Code Requirements of Reinforced Concrete", current edition.
 - 3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice".
 - 4. ASTM C94, "Specifications for Ready Mixed Concrete".
- B. Certificates of Compliance: The Contractor shall provide Certificates of Compliance for concrete materials in accordance with the requirements of Part 1.05, "Submittals", of these specifications. When Certificates of Compliance cannot be provided, laboratory test reports shall be provided in accordance with the requirements of Part 1.05, "Submittal" of these specifications.
- C. Engineer's Review: The Engineer will review the mix designs prepared by the testing laboratory hired by the Contractor.
- D. Inspection:
 - 1. General:
 - a. All materials and work shall be subject to inspection at the project site. Material or workmanship not complying fully with the drawings, and/or specifications will be rejected.
 - b. If the County's agent, through oversight or otherwise, has accepted material or work which is defective or contrary to specifications, this material or work, regardless of state of completion, may be rejected.

PART TWO - PRODUCTS

2.01 PORTLAND CEMENT

- A. Portland cement shall conform to ASTM C150 for Type II cement. Use a single, approved standard brand throughout work.

2.02 FLY ASH

- A. Fly ash shall conform to ASTM C618 for Class F fly ash. Proportion of fly ash shall not exceed 20% by weight of all cementitious materials in the concrete mix.

2.03 CONCRETE AGGREGATES

- A. Aggregates for hardrock concrete shall conform to ASTM C33. Aggregate for concrete slabs and pads on grade shall be granite or limestone.
- B. Aggregates for light-weight concrete shall conform to ASTM C330.

2.04 WATER

- A. Mixing Water for concrete shall be clean and free from deleterious amounts of acids, alkalis or organic materials.

2.05 CURING PRODUCTS

- A. Liquid membrane curing compounds: Liquid membrane curing compounds shall conform to the requirements of ASTM C309.

2.06 AIR-ENTRAINING ADMIXTURE

- A. Air-entraining admixtures shall conform to the requirements of ASTM C260. Subject to that compliance, provide one of the following:
 - 1. Sika Aer; Sika Corporation.
 - 2. MB-VR or MB-AE; Master Builders.
 - 3. Dorex AEA; W.R. Grace.
 - 4. Edoco 2001 or 2002; Edoco Technical Products.

2.07 WATER-REDUCING ADMIXTURE

- A. Water-reducing admixtures shall conform to the requirements of ASTM C494, Type A, and contain not more than 0.1% chloride ions. Subject to compliance with requirements, provide one of the following:
 - 1. Eucon WR-75; Euclid Chemical Company.
 - 2. Pozzolith 344; Master Builders.
 - 3. Plastocrete 160; Sika Chemical Corporation.
 - 4. Chemtard; Chem-Masters Corporation.

2.08 WATER-REDUCING, RETARDING ADMIXTURE

- A. Water-reducing, retarding admixtures shall conform to the requirements of ASTM C494, Type D, and contain not more than 0.1% chloride ions. Subject to compliance with requirements, provide one of the following:
1. Pozzolith 300-R; Master Builders.
 2. Daratard; W.R. Grace.
 3. Plastiment; Sika Chemical Corporation.

2.09 WATERSTOPS

- A. General: Provide flat, dumbbell type or centerbulb type waterstops at construction joints and other joints as indicated. Size to suit joints.
- B. Rubber Waterstops: Rubber Waterstops shall conform to the requirements of Corps of Engineers CRD-C513. Subject to compliance with requirements, provide one of the following:
1. The Burke Company
 2. Progress Unlimited
 3. Williams Products
 4. Edoco Technical Products

2.10 CONCRETE

- A. Concrete Mix Requirements: Concrete shall have a minimum 28-day compressive strength, minimum cement content, and maximum water/cement ratio as listed in the table below and as indicated on the plans:

Concrete class	Min. 28-day Compressive Strength	Min. Non-Air Cement Content	Max Water/Cement Ratio	Max. Water/Cement Ratio
			Non-Air Entrained	Air Entrained
Class A	3000 psi	5.5 sacks	.45	.45
Class B	3500 psi	5.5 sacks	.45	.45

Class C	4000 psi	6 sacks	.45	.45
Class D	2000 psi	4 sacks	.67	.62
Lean Concrete	1500 psi	3 sacks		
Tremie Concrete	4000 psi	8 sacks	.45	.40

- B. Lightweight Concrete Mix Requirements: Lightweight concrete shall have a maximum air dried weight of 110#/cu. ft., a minimum 28-day compressive strength, minimum cement concrete and maximum water/cement ratio as listed in the table above.
- C. Concrete Mix Designs: The following table presents a schedule of classes of concrete, maximum aggregate, maximum slump and air content for each type of concrete, which shall be as follows:

Concrete Element	Class of Concrete	Max. Size Aggregate	Max. Slump (inch)	Total Air Content
Footings	A	1-1/2	3	-
Slabs on Grade	A	1	4	4%+/-1.5%
Walls, Pilasters, Beams	A	3/4	3	-
Yard Concrete Walks & Curbs	D	3/4	4	-
Columns	A	5/8	3	-
Structural Concrete Topping Slab	ALTWT	3/4	4	-
Precast Concrete Tilt-Up Panels	B	3/4	4	-
Elevated Slabs	C	3/4	4	-
Caissons Placed Underwater	Tremie	3/4	7 min, 9 max	4%+/-1.0%
Structural Backfill	Lean	3/4	6	-

- D. Slump shall not exceed 3" for any concrete placement where top of surface slopes more than 2%.

- E. At Contractor's option, an air entraining agent conforming to the latest revision of ASTM Specification C260 may be added to the concrete to provide specified amounts of entrained air.

2.11 CONTROL JOINTS

- A. Control joints shall be sawcut using SOFF-CUT International or equal.
- B. Joints at finished surfaces for all paving and curbs per Drawings.

PART THREE - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Produce concrete of required consistency and strength to present appearance satisfactory to Engineer.
- B. Use only one brand of cement unless otherwise authorized by Engineer.
- C. Embedded Items: Place all pipe sleeves, inserts, anchors bolts, angle frames, ties and other imbedded items required for adjoining work or for its support prior to concreting. Imbedded items shall be positioned accurately and supported against displacement. Voids in sleeves, inserts and anchor bolt slots shall be filled temporarily with a readily removable material to prevent entry of concrete into the voids.
- D. Store materials delivered to the job and protect from foreign matter and exposure to any elements which would reduce the properties of the material.

3.02 MIXING

- A. Use ready-mixing concrete complying with ASTM C94 and with the requirements of Contract Documents. Mix for a period of not less than ten (10) minutes; at least three (3) minutes of mixing period shall be immediately prior to discharging at the job.
- B. Introduction of additional water after initial mixing not permitted.

3.03 WEATHER REQUIREMENTS

- A. Do not mix or place when atmospheric temperature is below 40 degrees F. or when conditions indicate temperature will fall below 40 degrees within 72 hours. Reinforcement, forms and ground which concrete will contact shall be completely free of frost. Keep concrete and formwork at a temperature not less than 50 degrees F. for not less than 72 hours after pouring.

- B. When temperature is above 80 degrees F. Contractor shall take precautions to insure that rebar temperature does not exceed ambient temperature.
- C. Temperature of concrete at time of placing shall not be less than 50 degrees F. and not more than 85 degrees F.

3.04 CONVEYING AND PLACING

- A. All concrete shall be mixed and delivered in accordance with the requirements of ASTM C94. All concrete shall be placed, finished and cured and all other pertinent construction practices shall be in accordance with the requirements of ACI 301.
- B. Notify Architect at least 48 hours before placing any concrete.
- C. Before placing, clean mixing and conveying equipment, clean forms and space to be occupied by concrete and wet forms. Remove ground water until completion of work.
- D. Place no concrete in any unit of work until all formwork has been completely constructed, all reinforcements secured in place, all items to be built into concrete are in place, and form ties at constructions joints tightened.
- E. Concrete shall be placed so that a uniform appearance of surfaces will be obtained. The concrete will be free of all rock pockets, honeycombs and voids. Deposit as nearly as practical in its final position.
- F. The subgrade must be moist when the concrete is placed for floor slab to prevent excessive loss of water from the concrete mix.
- G. Carry on concreting, once started, as a continuous operation until the section of approved size and shape is completed. Make pour cut-offs of approved detail and location.
- H. Handle concrete as rapidly as practicable from mixer to place of deposit by methods which prevent separation or loss of ingredients. Deposit as nearly as practicable in final position to avoid re-handling or flowing. Do not drop concrete freely where reinforcing bars will cause segregation, nor drop freely more than four feet. Deposit to maintain a plastic surface approximately horizontal. In walls, deposit in horizontal layers not over eighteen inches deep.
- I. Concrete that has partially hardened shall not be deposited in the work.

- J. Vibrating: Employ as many vibrators and tampers as necessary to secure the desired results. Minimum: one per each 20 cubic yards of concrete placed per hour. Eliminate the following practices: Pushing of concrete with vibrator; external vibration of forms; allowing vibrator to vibrate against reinforcing steel where steel projects into green concrete; allowing vibrator to vibrate contact faces of forms. Vibrators shall function at a minimum frequency of 3600 cycles per minute when submerged in concrete. Supplement vibration by forking and spading along the surfaces of the forms and between reinforcing whenever flow is restricted.

3.05 CURING

- A. General: Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures and shall be maintained with minimum moisture loss at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete.
- B. Initial Curing:
 - 1. Initial curing shall immediately follow the finishing operation. Concrete shall be kept continuously moist at least overnight. One of the following material or methods shall be used: Ponding or continuous sprinkling; absorptive mat or fabric kept continuously wet.
 - 2. Curing compounds conforming to ASTM C309. Such compounds shall be applied in accordance with the recommendations of the manufacturer and shall not be used on any surface against which additional concrete or other cementitious finishing materials are to be bonded, where epoxy flooring is called for, where concrete topping is to receive waterproofing membrane, nor on surfaces where such curing is prohibited by the project specifications.
- C. Final Curing:
 - 1. Immediately following the initial curing and before the concrete has dried, additional curing shall be accomplished by one of the following materials or methods:
 - a. Continuing the method used in initial curing.
 - b. Waterproofing paper conforming to the requirements of ASTM C171.
 - c. Other moisture-retaining coverings as approved.

- D. Duration of Curing: The final curing shall continue until the cumulative number of days or fractions thereof, not necessarily consecutive, during which temperature of the air in contact with the concrete is above 50 degrees F. has totaled seven days. If high-early-strength concrete has been used, the final curing shall continue for a total of three days. Rapid drying at the end of the curing period shall be prevented.
- E. Formed Surfaces: Steel forms heated by the sun and all wood forms in contact with the concrete during the final curing period shall be kept wet. If forms are to be removed during the final curing period, one of the above curing materials or methods shall be employed immediately. Such curing shall be continued for the remainder to the curing period.

3.06 CONCRETE FINISHES

- A. Finishes:

<u>Element</u>	<u>Finish</u>
Exposed Foundation Surfaces	Rough Troweled Finish
Permanently Exposed Formed Surfaces	Grout Cleaned and Sacked
Slabs	Smooth Trowel Finish

- B. Grout Cleaned Finish: After the concrete still freshly hardened has been pre-dampened, a slurry consisting of one part cement and one and one-half parts sand passing the No. 16 sieve, by damp loose volume, shall be spread over the surface with clean burlap pads or sponge rubber floats. Any surplus shall be removed by scraping and then rubbing with clean burlap. The finish shall be cured in an approved manner. Sample to be approved by Engineer.
- C. Troweled Finish: Where a troweled finish is specified, the surface shall be finished first with power floats, then with power trowels, and finally with hand trowels. The first troweling after power floating shall be done by a power trowel and shall produce a smooth surface which is relatively free of defects but which may still contain some trowel marks. Additional trowelings shall be done by hand after the surface has hardened sufficiently. The final troweling shall be done when a ringing sound is produced as the trowel is moved over the surface. The surface shall be free of any trowel marks, uniform in texture and appearance.
- D. Broom or Belt Finish: Slabs shall be given a coarse traverse scored texture by drawing a broom or burlap belt across the surface. This operation shall follow immediately after floating.

3.07 PROTECTION

- A. Protect from injurious action of elements and defacement of any nature during operations.

3.08 CONSTRUCTION JOINTS

- A. Location and details of construction joints shall be as indicated on drawings, specified, or as approved by the Engineer. Locate so as not to impair the strength of the structure. Submit drawings with construction joints clearly defined, prior to starting concreting.
- B. Sandblast all construction joints using coarse sand or waterblast to clean and roughen entire surface of joint, exposing coarse aggregate solidly embedded in mortar matrix. Clean forms and reinforcing of drippings. Clear away debris by compressed air.

3.09 CONTROL JOINTS

- A. Provide as indicated on the drawings.

3.10 PATCHING AND CLEANING

- A. After forms are removed, remove projecting fins, bottles, form ties, nails, etc. not necessary for the work or cut back one inch from the surface. Joint marks and fins in exposed work shall be smoothed off and cleaned as directed by the Engineer.
- B. Repair defects in concrete work as directed by the Engineer. Chip voids and stone pockets to a depth of one inch or more as required to remove all loose material. Voids, surface irregularities, chipped areas, etc., shall be filled by patching, gunite or rubbing, as directed by the Engineer. Repaired surfaces shall duplicate appearance of unpatched work.
- C. Clean exposed concrete surfaces and adjoining work stained by leakage of concrete to approval of Engineer.

3.11 CLEANING

- A. In addition to the requirements of Supplementary General Conditions, clean up all concrete and cement work on completion of this portion of the work, except protective coatings or building papers shall remain until floors have completely cured or until interior partitions are to be installed.

3.12 DEFECTIVE WORK

- A. General: Work considered to be defective may be ordered by the Engineer to be replaced in which case the Contractor shall remove the defective

work at his expense. Work considered to be defective shall include, but not be limited to, the following:

1. Concrete in which defective or inadequate reinforcing steel has been placed.
2. Concrete in incorrectly formed, or not conforming to details and dimensions on the drawings or with the intent of these documents, or concrete the surfaces of which are out of plumb or level.
3. Concrete below specified strength.
4. Concrete not meeting the maximum allowable drying shrinkage requirements.
5. Concrete containing wood, cloth, or other foreign matter, rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the drawings.

3.13 CORRECTION OF DEFECTIVE WORK

- A. The Contractor shall, at his expense, make all such corrections and alleviation measures as directed by the Engineer.
- B. Concrete work containing rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the drawings, shall be chipped out until all unconsolidated material is removed.
- C. Secure approval of chipped-out areas before patching. Patch per ACI 301, or as ordered by the Engineer.

END OF SECTION

SECTION 11 68 00

PLAYGROUND EQUIPMENT AND STRUCTURES

PART ONE - GENERAL

1.01 SECTION INCLUDES

- A. Playground Equipment

1.02 RELATED SECTIONS

- A. Section 03 30 00 – Cast-in-Place Concrete: footings.
- B. Section 32 18 00 – Recreational Surfacing: playground surfacing.

1.03 MEASUREMENT AND PAYMENT

- A. Payment of the various Construction Items described in the Schedule of Values shall be considered full compensation for work of this Section.

1.04 REFERENCE STANDARDS

- A. ASTM F 1487: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- B. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook (Publication #325).

1.05 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other Work. Indicate capacity and number of play activities.
- C. Coordination Drawings: Drawn to scale and coordinating playground equipment installation with playground surfacing systems. Show playground equipment locations and extent of playground surfacing systems.
 - 1. Show equipment use zones and fall heights as defined in ASTM F 1487.
 - 2. Show Critical Height of playground surfacing systems as defined in CPSC #325.

- D. Samples: For each exposed finish.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements and Consumer Product Safety Institute (CPSI) requirements.
- F. Manufacturers' Instructions: Submit installation instructions.
- G. Product test reports.
- H. Maintenance data.

1.06 GUARANTEE

- A. The Contractor shall provide information on the equipment manufacturer's guarantee. Contractor shall warranty installation workmanship of all play equipment for a period of one year starting on the date of Physical Completion of the Project.

1.07 SAFETY GUIDELINES AND STANDARDS:

- A. All materials and equipment shall conform to the current issue of the "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (C.P.S.C.) and ASTM F1487-01. The manufacturer and installation contractor shall be responsible for correcting any product violations of the C.P.S.C. Guidelines and ASTM F1487-01, to the satisfaction of the Landscape Architect, should they be found after installation.
- B. ADA Accessibility Guidelines (ADAAG) Section 15.6 Play Areas.

1.08 QUALITY ASSURANCE:

- A. The Contractor installing the play equipment and structures must be experienced in the installation of play equipment with the personnel, facilities, and equipment adequate for the work specified, and shall, within 48 hours of the Landscape Architects request, produce written proof of such.

1.09 PREINSTALLATION MEETING

- A. Convene and conduct a preinstallation meeting, one week prior to start of work of this Section, with Owner's Representative and Landscape Architect.

1.10 CLOSEOUT SUBMITTALS

- A. Manufacturer Reports: Indicate play equipment has been installed according to manufacturer's and CPSI requirements and meets American's with Disabilities Accessible Design Guidelines most current edition.
- B. Operation and Maintenance Data: Submit installation and maintenance manuals.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's packaging including application instructions.
- B. Inspection: Accept on Site. Inspect for damage.
- C. Store according to manufacturer's instructions.

1.12 EXISTING CONDITIONS

- A. Field Measurements: Verify field measurements prior to fabrication. Indicate field measurements on Shop Drawings.

1.13 WARRANTY

- A. Furnish manufacturer's warranty for all materials.

PART TWO - PRODUCTS

2.01 GENERAL

- A. Site Specificity of Design - Equipment selection is based on specific program requirements, physical constraints within the site, and public input. Requests for Product Substitution may be subject to certain subjective criteria including (in no particular order);
 - 1. Play Value
 - 2. Footprint
 - 3. Color Availability
 - 4. Geometry
 - 5. Apparent Mass and/or Visual Density
 - 6. Adherence to ADA requirements (ADAAG)

- B. Variance - The Contractor/manufacturer shall submit with their bid a list of all variances from these specifications.

2.02 MANUFACTURERS

- A. Playcraft Systems, 123 North Valley Drive, Grants Pass, OR, 97526, 541-955-9199.

2.03 PRODUCTS

- A. As specified on the Plans.

2.04 MANUFACTURED UNITS

- A. Playground Equipment

1. Metal Hardware shall be zinc plated, galvanized, or made of stainless steel as required to resist rust and corrosion. Tamper resistant hardware shall be used for all principal connections.
2. Hardware caps shall be a UV-stabilized, polypropylene based plastic consisting of two parts, a base and crown.
3. Post Caps shall be precision die-cast from a high strength aluminum alloy and powder coated as specified.
4. Chain used for Swings, Chain Nets, Chain Walks and Suspension Bridges shall be 4/0 and/or 5/0 galvanized steel. Chains shall be thermoplastic coated as required.
5. High Density Polyethylene - (HDPE) Sheet Stock Parts shall be made from 1/2", 3/4" or 1" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Parts shall meet or exceed density of .955 g/cc per ASTM D1505, tensile strength of 4000 PSI per ASTM D638. Panels are cut or machined to size with design elements routed in. Parts are available in a variety of solid or dual-color designs. All HDPE Sheet Stock Parts shall comply to ASTM standards: D790 (Flex Modulus Test), D648 (Heat Distortion Temperature Test).
6. Tube Steel: Comply with ASTM A-500/A-513.
7. Posts
 - a. Aluminum: Yield Strength (min) 35,000 psi. Tensile Strength (min) 38,000 psi.

- b. Steel: Yield Strength (min) 45,000 psi. Tensile Strength (min) 48,000 psi.

B. Finishes

1. Polyester (Powder) Coating - The polyester coating shall be uniformly applied by the electrostatic method to a thickness of three to five mils. Promptly after application of the powder, the coating shall be oven-cured at 400 degrees Fahrenheit. The color(s) of the polyester coating shall be as selected by the Landscape Architect from the manufacturer's standard and/or custom color selection charts.
2. Vinyl - The vinyl coating shall be oven-cured poly-vinyl chloride plastisol with a minimum thickness of 1/8". The coating shall contain ultraviolet inhibitors and mold resisters. The color(s) of the vinyl coating shall be as selected by the Landscape Architect from the manufacturer's standard and/or custom color selection charts.
3. Galvanized Finish - All components calling for a galvanized finish shall be hot-dipped galvanized to the manufacturer's standard after fabrication. All galvanized surfaces shall be free of burs, splinters, and sharp edges.
4. Wood Preservation - All wood components shall be untreated or pressure-treated with a child-safe formulation suitable for use in playground equipment as approved by the Landscape Architect. Wood preservatives containing toxic chemicals such as arsenic, pentachlorophenol, or creosote shall not be permitted. The wood preservative shall not change the color of the wood to which it is applied. The wood shall be pressure impregnated by the closed cylinder vacuum pressure method of the American Wood Preserver's Associations (AWPA) and shall comply with SPR's Design Standard for Wood Use in Parks.

PART THREE - EXECUTION

3.01 EXAMINATION

- A. Verify gradients and elevations of substrate are correct.
- B. Examine the areas and conditions under which work of this Section will be performed. Verify safety zones of all equipment before setting posts in concrete footings. Do not proceed until conditions detrimental to proper and timely completion of the work have been satisfactorily corrected and thus meet the manufacturer's instructions and the requirements of paragraph.

- C. Start of Work of this Section will indicate Contractor's acceptance of existing conditions.

3.02 INSTALLATION

- A. Conform strictly to manufacturer's instructions using all appropriate materials, tools and accessories as required. Use only experienced personnel trained in play equipment construction. Layout all equipment prior to construction to insure compliance with safety zone clearances.
- B. Provide all concrete footings as required to properly place the equipment components. It is the Contractor's responsibility to adjust drainage pipe or other new utility locations to accommodate the equipment footings.
- C. Do not begin installation before final grading required for placing protective surfacing is completed.
- D. Anchor playground equipment securely, positioned at locations and elevations indicated on Shop Drawings.
- E. Footing Excavation: Hand-excavate holes for posts and footings in firm, undisturbed or compacted subgrade soil. Level bearing surfaces with drainage fill to required elevation.
- F. Post Setting: Set main-frame equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Verify that posts are set plumb or at the correct angle and are aligned and at the correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
 - 1. Concrete Footings: Smooth top, and shape to shed water.

3.03 FIELD QUALITY CONTROL

- A. Arrange for playground equipment manufacturer's technical personnel to inspect playground and playground equipment and components during installation and at final completion and to certify compliance with the following requirements. Notify Landscape Architect 48 hours in advance of date and time of final inspection. Perform repairs as necessary.

3.04 CLEANING

- A. Clean all equipment prior to final acceptance by Owner.

END OF SECTION

SECTION 11 68 13

SPORTS NETTING

PART ONE - GENERAL

1.01 SECTION INCLUDES

- A. Sports netting.

1.02 RELATED SECTIONS

- A. Section 03 30 00 -Cast-in-Place Concrete: Concrete anchorage for posts and connections to concrete.
- B. Section 31 00 00 – Earthwork: Site excavation, trenching, fill and backfill.

1.03 MEASUREMENT AND PAYMENT

- A. Payment of the various Construction Items described in the Schedule of Values shall be considered full compensation for work of this Section.

1.04 SUBMITTALS

- A. Product Data: Provide data on fabric, posts, components, accessories, fittings and hardware.
- B. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.
- C. Samples:
 - 1. Submit one sample of each component and one 6" sq sample of fabric or panel.
 - 2. Color samples: Manufacturer supplied color samples showing full range of available colors and textures.
- D. Manufacturer's Instructions: Indicate preparation instructions and recommendations, storage and handling requirements and recommendations, and installation requirements and methods.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than ten (10) years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

1.07 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits, sequence and scheduling

1.08 WARRANTY

- A. At project closeout, provide to County an executed copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.

PART TWO - PRODUCTS

2.01 MANUFACTURERS

- A. West Coast Netting, 5075 Flightline, Dr, Kingman, AZ 86401, 800-854-5741, www.westcostnetting.com

2.02 PRODUCTS

- A. As specified in drawings.
- B. Netting: Nylon, 1-3/4" square mesh, 36-gauge. Edge bound with rope binding. Provide vinyl-binding when grommets are required.
- C. Fasteners, wire, hardware: As recommended by and supplied by netting manufacturer.
- D. Color: to be selected. Submit manufacturer's full range of available colors for selection.
- E. Posts: As recommended by manufacturer. Posts and footings to be sized for height, wind-load, and other factors impacting structural design, include with Shop Drawings; contractor shall provide structural designs and calculations stamped by an Engineers properly-licensed by the State of California.

- F. Finish: Painted, conform to manufacturer's recommendations. Color to be selected.

PART THREE - EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for site clearing, earthwork, pavement work, construction layout, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals and in proper relationship with adjacent construction. Examine and test for proper operation and performance. Adjust until satisfactory results are obtained.

3.04 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 12 93 00
SITE FURNISHINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Bench
- B. Picnic Table

1.02 RELATED SECTIONS

- A. Section 32 13 13 – Concrete Paving: Coordination of anchor placements and layout.
- B. Section 03 30 00 – Cast-in-Place Concrete: footing for bench.

1.03 MEASUREMENT AND PAYMENT

- A. Payment of the various Construction Items described in the Schedule of Values shall be considered full compensation for work of this Section.

1.04 REFERENCES

- A. ASTM A48 / A48M -03(2008) Standard Specification for Gray Iron Castings
- B. ASTM A356 / A356M -07 Standard Specification for Steel Castings

1.05 SUBMITTALS

- A. Product Data: Submit product data for each specified item.
- B. Shop Drawings: Submit manufacturer's installation shop drawings for each specified item.
- C. Color Samples: Submit manufacturer's color samples for each color specified. Final color selection shall be based on these samples.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Dumor Site Furnishings, PO Box 142, Mifflintown PA 17059, phone (800) 598-4018, www.dumor.com
- B. Quick Crete Products Corp, 731 Parkridge Avenue (PO Box 639), Norco, CA 92860; (866)703-3434, www.quickcrete.com

2.02 MANUFACTURED PRODUCTS

- A. Bench: As specified in the plans.
- B. Picnic Table: As specified in the plans.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine site and verify lines, grades, and other work and verify that areas are ready to receive installations.

3.02 INSTALLATION -GENERAL

- A. Coordinate with paving and other affected Work.
- B. Complete assembly of furnishing, where required.
- C. Install in accordance with manufacturer's shop drawings and recommendations.
- D. Install square to lines indicated on the Drawings and plumb to vertical.
- E. Unless otherwise indicated, install furnishings after landscaping and paving have been completed.

3.03 BENCH

- A. Install so bench is level. Tolerance side to side: 2% along entire length of bench.

3.04 CLEANING AND PROTECTION

- A. Clean work in accordance with manufacturer's recommendations.

- B. Protect work against damage until final acceptance. Replace or repair to the satisfaction of the Architect any work that becomes damaged prior to final acceptance.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART ONE - GENERAL

1.01 SECTION INCLUDES

- A. Staking and grades
- B. Existing utilities
- C. Earthwork general requirements
- D. Subsurface extraction
- E. Rough grading and filling
- F. Excavation
- G. Subgrade preparation
- H. Foundation preparation
- I. Subgrade filling/raising grade
- J. Compaction
- K. Backfilling
- L. Finish grading
- M. Field quality control

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 2. ASTM C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates

3. ASTM C535 Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
4. ASTM D422 Method for Particle-Size Analysis of Soils
5. ASTM D653 Terminology Related to Soil, Rocks, and Contained Fluids
6. ASTM D1140 Test Method for Amount of Material in Soils Finer Than the 200 (75-um) Sieve
7. ASTM D1557 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in. (457-mm) Drop
8. ASTM D2216 Test Method for Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.
9. ASTM D2487 Test Method for Classification of Soils for Engineering Purposes
10. ASTM D2922 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
11. ASTM D2974 Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Materials
12. ASTM D3017 Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
13. ASTM D4253 Test Methods for Maximum Index Density of Soils Using a Vibratory Table
14. ASTM D4254 Test Methods for Minimum Index Density of Soils and Calculation of Relative Density
15. ASTM D4318 Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils B. State of California, Department of Transportation (CalTrans), Standard Test Methods: 1. Calif. Test 217 Method of Test for Sand Equivalent

1.03 DEFINITIONS

- A. Earthwork Terminology: Terms used in this Section and not defined herein shall be interpreted in accordance with the definitions given in ASTM D653.

- B. Soil Classification: Soil classification is based on the Unified Soil Classification system given in ASTM D2487. Group symbols, when used, conform with the symbols of ASTM D2487.
- C. Fill: Soil or soil-rock material placed to raise the subgrade or natural grade of the site.
- D. Backfill: Soil or soil-rock material used to backfill excavations and to backfill excavated spaces around foundation walls, building walls, retaining walls, head walls, and abutments.
- E. Borrow: Soil or soil-rock material used for fill, backfill, embankment, or other construction that is excavated from an off-site location and hauled in.
- F. Unsuitable Material: Excavated material or material below the natural ground surface in embankment areas or below sub grade elevation in excavated areas, which is unsuitable for its planned use. Unsuitable material is further defined as material determined to be:
 - 1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
 - 2. Too wet to be properly compacted and circumstances prevent suitable drying prior to incorporation into the work; or
 - 3. Otherwise unsuitable for the planned use. The presence of excessive moisture in a material is not, by itself, sufficient cause for determining that the material is unsuitable. The existence of unsuitable material may be indicated in the Contract Documents or may be determined by the Engineer during the progress of the work.
- G. Relative Compaction: The ratio, expressed as a percentage, of the in-place dry density of material as compacted in the field to the maximum dry density of the same material as determined by laboratory test ASTM D1557.
- H. Optimum Moisture Content: The water content at which a soil can be compacted to a maximum dry unit weight by a given compactive effort.
- I. Relative Density: Mass per unit volume as specified in ASTM D4253 and ASTM D4254, as applicable to the soil and test method employed.

1.04 CLASSIFICATION OF EARTHWORK

- A. For specification purposes, earthwork shall be classified as follows:

1. Excavation-Common: All excavation involved in grading and construction of the parking areas, walkways, play area, and connections thereto; and any other excavation classified or indicated as common excavation.
2. Excavation - Rock: Includes removal of material in place which cannot be loosened or broken down with one pass of a crawler tractor weighing not less than 55,000 pounds, with a maximum draw-bar pull of not less than 57,000 pounds-force, pulling a single 24-inch hydraulic ripper tooth approved by the tooth manufacturer for use with the tractor under full hydraulic down pressure, or equipment of equivalent ripping capacity.
3. Structure Excavation: The removal of material for the construction of foundations for aerial structures, bridges, buildings, retaining walls, headwalls, cut-and-cover subways, and other structures, and such other excavation indicated as structure excavation.
4. Structure Backfill: Structure backfill includes furnishing structural fill material, and placing and compacting structural fill material around structures to the lines and grades indicated. Structure backfill includes borrow excavation and material when required.
5. Fill for Raising Grade: Includes raising of sub grade or grade to indicated elevation with structural fill, including moisture-conditioning and compaction of placed fill material. Structural fill material includes borrow excavation and material when required.
6. Pervious Backfill: Includes furnishing, placing, and compacting pervious backfill material behind abutments, wingwalls, and retaining walls, as indicated.
7. Subsurface Extraction: Includes removal of abandoned utilities, tanks, walls, foundations, and other miscellaneous subsurface man-made structures that interfere with new construction and are designated to be removed, and the cleaning of such items if they are indicated to be salvaged.
8. Salvaging Topsoil: Salvaging topsoil is the removal of topsoil to the depth indicated, stockpiling the material on-site, and maintaining the stockpile until the material is reused in the work. Salvaging of topsoil shall be classified the same as the excavation with which it is associated, but if no such classification can be made, it shall be classified as Excavation - Common.

1.05 DESCRIPTION

- A. Provide excavation for play area, parking area and walkway pavement; excavation and placement of compacted fill and backfill for paving and structures, and subsurface and surface drainage; placement of pervious backfill; sub grade and foundation preparation; and finish grading.

1.06 SUBMITTALS

- A. Test Reports: Submit certified test reports of all tests specified to be performed by the Contractor. Test reports shall be sealed and signed by a California registered geotechnical engineer when required to meet requirements of the California Building Code, Chapter 33, and Appendix Chapter 33, and Structural Chapters 18 and 18A.
- B. Samples: Furnish and deliver samples of fill and backfill materials as selected by the Engineer for testing and analysis.
- C. Delivery Tickets: Submit a delivery ticket with each load of imported borrow material delivered to the site, stating the type of fill material and the quantity.
- D. Field Verification for In-Situ Treatment: Submit the proposed program for field verification of Standard Penetration Test "N" Values after in-situ treatment for mitigation of liquefaction potential.

1.07 REGULATORY REQUIREMENTS

- A. Regulatory requirements that govern the work of this Section include the following governing codes:
 - 1. California Code of Regulations, Title 8, Chapter 4, Subchapter 4 — Construction Safety Orders, and Subchapter 19 — Trench Construction Safety Orders.
 - 2. California Code of Regulations, Title 24, Part 2, California Building Code, Chapter 33 and Appendix Chapter 33, and Structural Chapters 18 and 18A.

1.08 QUALITY CONTROL

- A. Quality Plan: The Contractor shall submit a Quality Plan
- B. Quality Control: The Contractor shall provide proper quality control measures to assure compliance with specified requirements.
- C. Tests: The Contractor shall engage the services of an approved independent soils testing laboratory to perform tests.

- D. Tolerances: Construct finished surfaces to plus or minus 1/2-inch of the elevations indicated. Maintain the moisture content of fill material as it is being placed within plus or minus two percent of the recommended moisture content of the material.

1.09 SITE CONDITIONS

A. Unfavorable Weather Conditions:

1. Excavating, filling, backfilling, and grading work shall not be performed during weather conditions which might damage or be detrimental to the condition of existing ground, in-progress work, or completed work. When the work is interrupted by rain, excavating, filling, backfilling, and grading work shall not resume until the site and soil condition (moisture content) are suitable for compaction.
2. Sub grade shall be free from mud, snow, ice, and deleterious material when work is resumed. Soil material that is too wet for compaction shall be left to drain, to be aerated and dried by disking and harrowing or other approved methods until the moisture content of the area is uniform and within the specified limits.

B. Prevention of Erosion: Comply with the following:

1. Prevent erosion of stockpiles, ditches, embankments, filled, backfilled, and graded areas until such time as permanent drainage and erosion control measures have been installed.
2. Perform "protective grading" to provide positive drainage and to minimize ponding of surface water.

PART TWO - PRODUCTS

2.01 FILL AND BACKFILL MATERIALS - GENERAL REQUIREMENTS

- A. Material used for fill and backfill shall be an inert, inorganic soil, free from deleterious substances, and of such quality that it will compact thoroughly without the presence of voids when watered and rolled. (Inorganic soil is defined as soil containing less than two percent by weight of organic material when tested in accordance with ASTM D2974.) Excavated on-site material will be considered suitable for fill, backfill, and embankment construction if it is free from organic matter and other deleterious substances and conforms to the requirements specified herein.
- B. Excavated material that is suitable for fill and backfill shall be conditioned for reuse and properly stockpiled for later filling and backfilling operations. Conditioning shall consist of spreading material in layers not to exceed 8

inches and raking free of debris and rubble. Rocks exceeding 6 inches in largest dimension and deleterious material shall be removed from the site and disposed of as specified herein under Disposal of Surplus Material.

- C. Where conditions require the importing of fill or backfill material, the material shall be an inert soil or soil-rock material free of organic matter and meeting or exceeding the minimum requirements specified herein for the location.
- D. All material to be used for filling and backfilling requires written approval of the Engineer.

2.02 FILL AND BACKFILL MATERIALS - SPECIFIC REQUIREMENTS

- A. Common Fill: Well-to moderately well-graded soils consisting of sands, silts, and clays, with or without gravel, as excavated, screened or blended, having the following mechanical properties and gradation:
 - 1. Gradation (ASTM D422): Percent Passing, Sieve Opening by Weight 6-inch square 100 3/4-inch square 70 minimum 2. Liquid Limit (ASTM D4318): 50 maximum 3. Plasticity Index (ASTM D4318): 25 maximum
- B. Structural Fill: Well to moderately-graded granular soils, as excavated, screened or blended, having the following mechanical properties and gradation:
 - 1. Liquid Limit (ASTM D4318): 25 maximum
 - 2. Plasticity Index (ASTM D4318): 6 maximum
 - 3. Gradation (ASTM D422): Percent Passing, Sieve Opening by Weight 3 inch square 100 U.S. No. 4 35 minimum U.S. No. 30 20 minimum U.S. No. 200 25 maximum
 - 4. Sand Equivalent (Calif. Test 217): 20 minimum
- C. Pervious Backfill: Clean washed gravel or crushed stone, natural sands, manufactured sand, or combination thereof, conforming to the following requirements:
 - 1. Gradation (ASTM C136): Percent Passing, Sieve Opening by Weight 2 inches square 100 U.S. No. 50 0-100 U.S. No. 100 0-8 U.S. No. 200 0-4
 - 2. Percentage wear (ASTM C131 or C535): 50 percent maximum

3. Soft fragments as a function of percent wear: 15 percent maximum
4. Coal and lignite: 0.25 percent maximum
5. Clay Lumps: 0.25 percent maximum
6. Other deleterious material: 2.0 percent maximum

2.03 MATERIALS FOR EARTHWORK

- A. Fill and Backfill Materials: Where specific fill, backfill, and embankment materials are not indicated on Contract Drawings, conform to the following requirements:
 1. Fill for Raising Grade: Structural fill beneath foundations and for sub grade below structures. Fill for raising grade under pavements and trackways shall be sub base material.
 2. Fill or Backfill Under Supporting Walls and Columns and Similar Locations: Class 4000 concrete.
 3. Backfill Where Not Otherwise Indicated: Common fill.
- B. Topsoil to be Salvaged: Only existing topsoil which meets the requirements set forth by the Landscape Architect shall be salvaged.

2.04 SOURCE QUALITY CONTROL

- A. Fill and backfill materials proposed to be used in the work shall be tested in the laboratory for compliance with specified requirements as follows:
 1. Moisture-Density Relationship: ASTM D1557.
 2. Moisture Content: ASTM D2216.
 3. Liquid Limit: ASTM D4318.
 4. Plastic Limit and Plasticity Index: ASTM D4318.
 5. Percentage of Wear: ASTM C131 or C535 as applicable.
 6. Sieve Analysis: ASTM D422, and ASTM C136, as applicable.
 7. Percent Passing No. 200 sieve: ASTM D1140.
 8. Sand Equivalent: California Test 217.
 9. Organic Content of Soils: ASTM D2974.

- B. Where classification of soils is necessary to meet specified requirements, perform laboratory tests in accordance with ASTM D2487.
- C. Submit certified test reports of all tests as herein specified under Submittals.
- D. Provide samples as requested by the Engineer for preparing checklists. Provide three samples of each type of material proposed for use from locations selected by the Engineer.

PART THREE - EXECUTION

3.01 STAKING AND GRADES

- A. Lay out the work, establish all necessary markers, bench marks, grading stakes, and other stakes as required
- B. Install settlement markers at locations and elevations as determined by the Engineer.

3.02 EXISTING UTILITIES

- A. Verify on site the location and depth (elevation) of all existing utilities and services before performing any excavation work. Excavation within 3 feet of an active utility line shall be performed by hand.
- B. Abandoned sewers, piping, and other utilities encountered in the progress of the excavating shall be removed and the ends plugged.
- C. Active utility lines encountered, which are not indicated in the Contract Documents, shall be reported immediately to the Engineer and utility owners involved. The Engineer and utility owners shall be permitted free access to determine the measures deemed necessary to repair, relocate, or remove the utility.

3.03 EARTHWORK GENERAL REQUIREMENTS

- A. Erosion Protection: Prevent erosion of the site at all times. Construct temporary berms and dikes and cut temporary swales to promote natural drainage of site.
- B. Construction Traffic: Disperse travel paths of traffic and construction equipment over entire width of compacted surfaces so as to aid in obtaining uniform compaction. Protect exposed soil layers with high moisture content from excessive wheel loads.

- C. On-Site Excavation or Borrow Pits: Do not excavate or remove any material from the project site or right-of-way which is not within the designated excavation, as indicated by the slope and grade lines, without written authorization from the Engineer.
- D. Salvaging Topsoil:
 - 1. Salvage topsoil from stripped and excavated areas, and stockpile on the site at appropriate locations. Prevent topsoil from contamination by other materials, and provide adequate drainage and erosion protection.
 - 2. Place stockpiled topsoil in areas to be landscaped as indicated on the Contract Drawings.
- E. Stockpiling of Fill and Backfill Material:
 - 1. Excavate and separately stockpile suitable fill and backfill material, as indicated, during the progress of the excavation work. Save sufficient suitable excavated material, if available, for later filling, backfilling, and embankment construction.
 - 2. Store materials from required excavations that are suitable for fill, backfill, and embankment as excavated, in stockpiles segregated by type.
 - 3. Establish excavated material stockpiles on site only in locations where they will not interfere with the progress of the work. Offsite stockpiling, if necessary, shall be the responsibility of the Contractor.
- F. Disposal of Surplus Material:
 - 1. Excess earth materials, unsuitable materials, and debris shall become the property of the Contractor and shall be removed from the site and disposed of in a legal manner.
 - 2. Location of disposal site and length of haul shall be the Contractor's responsibility.

3.04 SUBSURFACE EXTRACTION

- A. Remove subsurface facilities and obstructions to the extent indicated.
- B. When subsurface facilities are encountered during excavation which interfere with new construction, and such facilities are not indicated, notify the Engineer promptly for corrective determination.

3.05 ROUGH GRADING AND FILLING

- A. Prior to commencement of earthwork, perform such soil and rock removal and filling as may be required to facilitate the progress of the work and bring all elevations to the rough grading lines indicated on the Contract Drawings. Grading shall be performed by blading or as herein specified under Article 3.08.
- B. Fill or backfill holes which will not be completely removed by excavation, with lean concrete, pervious backfill, or clean structural fill, and compact as herein specified in layers not exceeding 8 inches in uncompacted thickness.
- C. Fill or backfill holes, swales, and low points that will not otherwise be removed in the course of the work to the indicated grades.

3.06 EXCAVATION

- A. General Excavation Requirements:
 - 1. Perform excavating as indicated and required. Provide shoring, bracing, underpinning, cribbing, pumping, and planking as required.
 - 2. Comply with applicable requirements of CCR, Title 8, Trench Construction Safety Orders.
 - 3. The bottoms of excavations shall be level, firm, undisturbed earth, clean and free from loose material, debris, and foreign matter.
 - 4. Excavate to the lines and grades indicated on the Contract Drawings.
 - 5. Excavations shall be supported and maintained.
 - 6. Limits of excavations shall allow for adequate working space for installing forms, wall waterproofing, and as required for safety of personnel. Cut excavations in solid rock accurately to the lines indicated on the Contract Drawings, or to the width of the ductbank or concrete encasement.
 - 7. Construct berms around excavations as required to prevent surface water and runoff from entering the excavation.
 - 8. Remove unstable bottom material. Remove large stones, debris, and compressible soils from excavation bottoms to a minimum depth of 12 inches. Where required to excavate to rock, it shall be

understood to mean sound bedrock. Remove loose and unsound material.

9. Except as otherwise indicated, preserve the material below and beyond the lines of excavations. Where an excavation is carried below the indicated grade, backfill to the indicated grade as herein specified.
10. Excavations for convenience of the Contractor shall be approved by the Engineer.
11. Place excavated material at a sufficient distance from edge of excavation so as not to cause cave-ins or bank slides, but in no case closer than 3 feet from the edge of excavations.
12. Unauthorized over excavations for footings and foundations shall be filled with lean concrete to indicated elevations.
13. Excavated earth material that is suitable for fill or backfill shall be conditioned for re-use and properly stockpiled for later filling and backfilling operations as herein specified. Test, screen, and mix as necessary to meet specified requirements.

B. Rock Excavation:

1. Rock which cannot be broken up and removed by ripper equipment shall be excavated and removed by drilling and blasting. The use of explosives requires written approval of the Engineer as specified in General Conditions Article GC7.11.
2. Material excavated beyond or below the indicated cross section shall be at the Contractor's expense. Fill overbreakage to required invert with lean concrete at no additional expense to the Owner.

3.07 SUBGRADE PREPARATION

- A. Perform all cutting, blading, and shaping as required to cut and shape the sub grade to the grades and elevations indicated.
- B. Sub grade preparation includes fine grading, reworking as necessary, and preparation of cut, fill, or embankment upon which the structure and equipment foundations, base, and pavement will be placed. Remove unsuitable sub grade material, such as weak or compressible soils.
- C. Scarify and mix entire surface of sub grade to a depth of at least 6 inches. Moisture- condition scarified sub grade to 3 percent above optimum

moisture content. If sub grade stabilization material is required, incorporate it into the sub grade at this time.

- D. After the material has been thoroughly mixed and moisture-conditioned, accurately construct and fine grade the sub grade to indicated line, grade, and contour with high and low spots eliminated. Compact for full width to the specified density. Remove soft spots developed during working, fill with approved material, and re-compact.
- E. Finish sub grade to straightedge or template within specified tolerances with the finished surface bladed to a uniform, dense, smooth texture.

3.08 SUBGRADE FILLING/RAISING GRADE

- A. Compacted fill for raising of sub grade to indicated elevation shall be constructed by approved methods. Fill material shall be spread in uniform lifts not exceeding 8 inches in uncompacted thickness. Fill material that does not contain sufficient moisture to compact properly shall be sprinkled with water; if it contains excess moisture it shall be aerated or permitted to dry to the proper water content. Fill material and water shall then be thoroughly mixed before being compacted. Each layer of spread fill material shall be compacted to the specified density.
- B. Control of fill shall consist of field inspection and testing to determine that each layer has been compacted to the required density and to ensure that optimum moisture is being obtained. Any layer or portion of a layer that does not attain the compaction required shall be scarified and re-compact until the required compaction is obtained.
- C. Spreading and compacting shall be performed as required to produce the required density and a uniform surface smooth and true to grade.

3.09 COMPACTION

- A. Compaction Density: Compact each layer of embankment, fill, and backfill material to not less than the indicated or specified compaction. Required compactions are defined as Class I and Class II, as follows:
 - 1. Class I Compaction: 90 percent relative compaction as determined by ASTM D1557. 2. Class II Compaction: 95 percent relative compaction as determined by ASTM D1557.
- B. Required Compactions:
 - 1. Embankment or Fill where the Surface will be Bearing Foundation: Class II for full depth. Where embankment construction exceeds 5

feet in depth, provide minimum Class I compaction below the top 2.5 feet.

2. Fill Below Pavements: Class II for full depth. Where fill exceeds 3 feet in depth, provide minimum Class I compaction below the top 3 feet.
3. Backfill around Structures: Class I under top 12 inches; Class II for top 12 inches
4. Cut-and-Cover Backfill: Class I to 36 inches above structure or utility; Class II for balance, with a minimum of Class II for top 12 inches.
5. Original Ground or Cut Sub grade: Except as specified elsewhere, where original ground or cut sub grade, or fill less than 1 foot thick, will be sub grade or bearing foundation, scarify the surfaces and provide Class II compaction for at least 8 inches in depth. Include the following additional requirements:
 - a. Provide Class II compaction for original ground when such original ground is within 3.5 feet of top of rail profile or within 2.5 feet of finished pavement grade, for full width of trackway and pavement plus three feet on each side thereof.
 - b. Provide Class II compaction for top 6 inches of undisturbed original ground upon which embankments are to be constructed.
6. Where not otherwise indicated or specified and where structures are not involved, provide Class I compaction to minimize settlement.

3.10 BACKFILLING

- A. Use materials removed from site excavations if such material meets specified requirements.
- B. Backfilling is required around all substructures. Fill all abandoned vaults, shafts, airways, adits, holes, pits, and other voids.
- C. Place backfill in layers not to exceed eight inches of loose material, and compact each layer to specified density before the next layer is placed.
- D. Place backfill material in such manner that unbalanced horizontal loads will not be applied to a newly placed structure or portion of structure, utility, or pipeline. Do not backfill around portions of structures requiring

backfill on only one side or on less than all sides, until the concrete has reached the specified 28-day strength to withstand the earth pressures on structures.

- E. Do not use compaction equipment and methods that produce excessive horizontal or vertical earth pressures on structures. Excessive horizontal earth pressures are those in excess of at-rest earth pressures. Excessive vertical earth pressures are those in excess of overburden pressures.

3.11 FINISH GRADING

- A. Finish grade all areas to elevations and grades indicated. In areas to receive topsoil and landscape planting, finish grading shall be performed to a uniform 7 to 8 inches below the grades and elevations indicated.
- B. Place and spread stockpiled topsoil to a uniform thickness of 6 inches (approximately) in areas to receive topsoil and landscape planting. Place and spread to a uniform thickness approximately 1 inch below finish grades indicated.

3.12 FIELD QUALITY CONTROL

- A. Regulatory Requirements: In compliance with the California Building Code, Chapter 33 and Appendix Chapter 33, the Contractor's earthwork operations shall be performed under the observance and inspection of a Contractor-employed geotechnical engineer currently registered in the State of California, as follows:
 - 1. Site preparation, cutting and shaping, excavating, filling, backfilling, and embankment construction shall be carried out under the inspection of the geotechnical engineer, who will perform appropriate field and laboratory tests, as determined by the geotechnical engineer, to evaluate the suitability of fill and backfill material, the proper moisture content for compaction, and the degree of compaction achieved. Fill or backfill that does not meet the specified requirements shall be removed or recompacted until the requirements are satisfied.
 - 2. Cutting and shaping, excavating, conditioning, filling, backfilling, and compacting procedures require approval of the geotechnical engineer as they are successively performed. Work found to be unsatisfactory or work disturbed by subsequent operations before approval is granted shall be corrected in an approved manner as approved by the geotechnical engineer.
- B. Density Tests: Compacted fill, backfill, and embankment shall be tested to verify compliance with specified requirements in accordance with ASTM

D2922. Frequency of tests shall be in accordance with the Contractor's Quality Plan, but not less than the following:

1. Expansive Horizontal Areas: One test per 100 cubic yards, or fraction thereof, of fill or backfill placed.
- C. Compaction Tests: Tests for compaction shall be performed in accordance with test procedures specified in ASTM D1557, Method D, as applicable. Field-testing of soils or compacted fill in place shall be performed in accordance with applicable requirements of ASTM D2922.
- D. Moisture Content Tests: Compacted fill, backfill, and embankment shall be tested to verify compliance with specified requirements in accordance with ASTM D3017. Minimum frequency of tests shall be as specified above for density tests.

END OF SECTION

SECTION 31 22 19

FINISH GRADING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SECTION INCLUDES

- A. Weeding and finish grading of work area.
- B. Preparing subgrades.

1.03 MEASUREMENT AND PAYMENT

- A. Payment of the various Construction Items described in the Schedule of Values shall be considered full compensation for work of this Section.

1.04 RELATED SECTIONS

- A. Section 31 00 00– Earthwork, for excavation, filling, and grading.
- B. Section 32 13 13 – Concrete Paving.

1.05 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- D. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Landscape Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Landscape Architect. Unauthorized excavation, as well as remedial work directed by Landscape Architect, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
 - F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
 - G. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
 - H. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
 - I. Finish Grading: Finish grading shall consist of finishing surfaces by raking smoothly and evenly, removing, and disposal of extraneous matter to facilitate natural run-off water.

1.06 SUBMITTALS

- A. Samples: For the following:
 1. 12-by-12-inch (300-by-300-mm) sample of separation fabric.

1.07 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Landscape Architect and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Landscape Architect's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. General:
 1. Conform to the Geotechnical (Soils) Report prepared for the project.

2. Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

2.02 ACCESSORIES

- A. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile: made from polyolefins, polyesters, or polyamides: and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 1. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632.
 2. Tear Strength: 75 lbf (333N); ASTM D 4533.
 3. Puncture Resistance: 90 lbf (400N); ASTM D 4833.
 4. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491.
 5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.

PART 3 - EXECUTION

3.01 GENERAL

- A. Conform to the Geotechnical (Soils) Report prepared for the project.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.03 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.04 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditioned encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.05 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.06 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, steps, and pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
 - 2. Under walkways, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
 - 3. Under unpaved areas, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

3.07 LANDSCAPE GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Landscape Grading: Slope grades to direct water away from buildings and to prevent ponding. Provide positive drainage swales from all buildings, walkways, etc. to drainage catch basins or site drainage swales. No ponding is to be allowed. Finish subgrades to required elevations within the following tolerances:
1. Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.
- C. Grading for unpaved areas: The finish grade of unpaved areas shall be 1½ inches below grade of adjacent pavement, walks, curbs, or headers and 3 inches below adjacent walls, except when drainage conditions may require flush grades, as directed by Landscape Architect.
- D. Immediately prior to planting operations, planting areas shall be cleaned of weeds, debris, rocks over 1 inch in diameter, and clumps of earth that will not break up. Adjust any areas disturbed by installation of sprinkler irrigation system.

3.08 PROTECTION

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

3.09 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

SECTION 32 13 13

CONCRETE PAVING

PART ONE - GENERAL

1.01 SECTION INCLUDES

- A. Pedestrian grade concrete site paving.
- B. Thickened edge.

1.02 RELATED SECTIONS

- A. Section 03 30 00 – Cast-in-Place Concrete.
- B. Section 31 13 13 – Concrete Paving, for subgrade preparation.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Payment of the various Construction Items described in the Schedule of Values shall be considered full compensation for work of this Section.
- B. Paving shall be measured edge to edge. Thickened edges or thickened slab sections shall be considered as incidental to paving bid items except that turn down slab edges shall be in addition to the edge-to-edge measurement.
- C. Payment for thickened edges shall include all work in addition to slab of which the turn down edge is a part.

1.04 REFERENCES

- A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; American Concrete Institute International; 1991 (Reapproved 2002).
- B. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- C. ACI 305R - Hot Weather Concreting; American Concrete Institute International; 1999.
- D. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 1988 (Reapproved 2002).
- E. ASTM A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2009b.

- F. ASTM C 33 - Standard Specification for Concrete Aggregates; 2008.
- G. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2009a.
- H. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2009a.
- I. ASTM C 150 - Standard Specification for Portland Cement; 2007.
- J. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete; 2006.
- K. ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete; 2008a.
- L. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2008a.
- M. ASTM D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (nonextruding and Resilient Bituminous Types); 2004 (Reapproved 2008).

1.05 SUBMITTALS

- A. Product Data: Provide data on joint filler, admixtures, curing compound, and accessories.
- B. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details. Allow 10 days for review by Owner's testing service.
- C. Certificate of Compliance: Submit certification by the materials and mix producers indicating that the materials and mixes are in compliance with these specifications. Certification shall be signed by the material and mix producers.
- D. Batch Tickets: Conform to ASTM C94.
- E. Placement Record.

1.06 QUALITY ASSURANCE

- A. Owner may employ the services of independent inspection and testing agencies for inspections and tests required for work of this Section. Contractor shall comply with requirements of the agencies during execution of the work.

- B. Perform work in accordance with ACI 301.
- C. Comply with County and Caltrans standard specifications as applicable.
- D. Acquire cement and aggregate from same source for all work.
- E. Installer Qualifications: Company specializing in performing the work of this section with minimum 10 years related experience and demonstrative experience on at least 5 successful projects of a similar scope to this project. Submit applicators/contractors resume of successful projects utilizing specified concrete color system.

PART TWO - PRODUCTS

2.01 PAVING ASSEMBLIES

- A. Comply with applicable requirements of ACI 301.
- B. Conform to County Standards.

2.02 FORM MATERIALS

- A. Form Materials: Conform to ACI 301.
- B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D 1751).
 - 1. Thickness: 1/2 inch.

2.03 REINFORCEMENT

- A. Reinforcing Steel: ASTM A 615/A 615M Grade 40 (280); deformed billet steel bars; unfinished finish.
- B. Dowels: ASTM A 615/A 615M Grade 40 (280); deformed billet steel bars; unfinished finish.

2.04 CONCRETE MATERIALS

- A. Obtain cementitious materials from same source throughout.
- B. Cement: ASTM C 150 Normal - Type I portland type, grey color.
- C. Fine and Coarse Mix Aggregates: ASTM C 33.
- D. Fly Ash: ASTM C 618, Class C or F.
- E. Water: Clean, and not detrimental to concrete.

- F. Air Entrainment Admixture: ASTM C 260.
- G. Chemical Admixtures: ASTM C 494/C 494M, Type A - Water Reducing, Type C - Accelerating, and Type G - Water Reducing, High Range and Retarding.

2.05 ACCESSORIES

- A. Curing Compound: ASTM C 309, Type 1, Class A.
 - 1. Acceptable Products:
 - a. 1100-Clear, by WR Meadows, Inc, www.wrmeadows.com, or equal.
- B. Joint Sealant: Sonolastic Paving Joint Sealant by Sonneborn or approved equal conforming to ASTM C920.
 - 1. Horizontal Conditions: Sonolastic SL1.
 - 2. Color: Provide manufacturer's full range of available colors to Landscape Architect for selection.
- C. Dowel Alignment:
 - 1. Speed Dowel system by Greenstreak. Size per plans.
 - 2. Diamond Dowl System by PNA, Plate size and spacing per ACI 302.1R-04.
- D. Tactile Dome Panels:
 - 1. Basis of design: Cast-in-Place System by Armor-Tile, www.armortile.com, or equal.
 - 2. Conform to requirements provide in Federal ADA regulations.
 - a. For projects in California, conform to requirements provided in CA Title 24 regulations.

2.06 CONCRETE MIX DESIGN

- A. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.
- B. Concrete Properties:
 - 1. Conform to County standards.

2. Compressive Strength, when tested in accordance with ASTM C 39/C 39M at 28 days: As scheduled.
3. Maximum Slump: 3 inches.
4. Maximum Aggregate Size: 3/4 inch.

2.07 MIXING

- A. Transit Mixers: Comply with ASTM C 94/C 94M.

2.08 SOURCE QUALITY CONTROL

- A. Submit proposed mix design of each class of concrete to Landscape Architect for review prior to commencement of work.
- B. Tests on cement and aggregates will be performed to ensure conformance with specified requirements.
- C. Test samples in accordance with ACI 301.

PART THREE - EXECUTION

3.01 EXAMINATION

- A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Start of Work of this Section will indicate Contractor's acceptance of existing conditions.

3.02 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Adjust utility boxes, risers, lids and other appurtenances as required to meet and match proposed surface finish grade.

3.03 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient.
- B. Form curves at constant, true radius. Straight steel forms shall not be used to form curves.

- C. Allow time for adequate review by Landscape Architect or Designated Representative prior to scheduling pour and placement of concrete. Accommodate these reviews into the project schedule.
- D. Construct formwork to extend from the surface design elevation to the full depth of the paving cross section. Do not allow forms to extend above design elevations.
- E. Place dowel system according to manufacturer's recommendations.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- C. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

3.05 JOINTS

A. General:

1. Accurately construct joints to the design lines indicated on the Drawings.
2. Align curb, gutter, and sidewalk joints.
3. Joints at walkway intersection shall be laid out as directed in the field. Mark joint locations on forms for review prior to placement of concrete. Adjust as directed.
4. Joints along walkways between intersections shall be located at equal intervals at a distance approximately equal to the width of the walk.

B. Isolation Joints:

1. Place isolation joints as indicated on Drawings.
2. Place joint filler vertical in position, in true to design lines. Secure to formwork during concrete placement to resist movement by wet concrete.
3. Place joint filler between paving components. Recess top of filler 1/4- inch or to bottom of tooled radius.

C. Control Joints:

1. Construct as indicated on the Drawings.
2. Control joints shall be tooled with a standard tool. Tool shall leave rounded edges and shall completely separate aggregate the full depth of the joint.

D. Cold Joints:

1. Construct as indicated on the Drawings.
2. Plan execution of work so that cold joints occur at predetermined joint locations as shown on drawings and as required.

3.06 FINISHING

- A. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/2 inch radius.
- B. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.07 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.
- B. Maximum Variation From True Position: 1/4 inch.

3.08 FIELD QUALITY CONTROL

- A. All testing to conform to City standards.
- B. Observations: Notify Landscape Architect at the following points during the progress of the Work. No subsequent Work shall be executed until Landscape Architect has had the opportunity to observe the condition and status of the Work.
 1. When field samples are ready for review.
 2. Forms: When forms, base material, and embedded items are in place.
- C. Testing:
 1. Appointed testing agency will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.

2. Three concrete test cylinders will be taken for every 100 or less cubic yards of each class of concrete placed each day.
 3. One additional test cylinder will be taken during cold weather and cured on site under same conditions as concrete it represents.
 4. One slump test will be taken for each load of concrete upon delivery. Perform air entrainment test with each slump test.
- D. Contractor shall maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.09 PROTECTION

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

3.10 CLEANING

- A. Clean concrete of efflorescence in accordance with manufacturer's instructions.
- B. Ensure concrete has sufficiently cured before cleaning.
- C. Use concrete cleaner approved by pigment manufacturer and Landscape Architect. Do not use cleaners containing acid.
- D. Apply cleaner in accordance with cleaner manufacturer's instructions.

END OF SECTION

SECTION 32 18 00

RECREATIONAL SURFACING

PART ONE - GENERAL

1.01 SECTION INCLUDES

- A. Rubberized surfacing system.

1.02 RELATED SECTIONS

- A. Section 03 30 00 – Cast-in-Place Concrete: formwork, materials.
- B. Section 31 00 00 – Earthwork: grading, subgrade preparation.
- C. Section 32 13 13 – Concrete Paving: Concrete paving and edge curb.

1.03 MEASUREMENT AND PAYMENT

- A. Payment of the various Construction Items described in the Schedule of Values shall be considered full compensation for work of this Section.

1.04 REFERENCE STANDARDS

- A. ASTM D412 Tensile Strength and Elongation
- B. ASTM D624 Tear Strength
- C. ASTM D2047 Static Coefficient of friction
- D. ASTM E303 Skid Resistant Test
- E. ASTM F1292-09 Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment
- F. ASTM F1951-99 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- G. IPEMA Certification.

1.05 DEFINITIONS

- A. System shall mean “rubberized surfacing system” and “poured-in-place surfacing system”.

1.06 SUBMITTALS

- A. Product Data: Provide data for each specified item.
- B. Samples: Submit full-size samples of each of the following:
 - 1. 4"x4" (min) of each color of rubberized surface including cushion layer.
- C. Manufacturer's Product Literature and Specification Data.
- D. Manufacturer's recommended installation procedures.
- E. IPEMA Certification is mandatory. Submit IPEMA Certificate at time of bid.
- F. Statement of Warranty for a minimum five year period.

1.07 QUALITY ASSURANCE

- A. Rubberized Surfacing
 - 1. Manufacturer shall have manufactured and installed playground poured-in-place surfacing systems for a minimum of 10 years and meet current ASTM F-1292-09 Test Criteria and CPSC Publication 325.
 - 2. International Play Equipment Manufacturers Association (IPEMA) certified.
 - 3. The installation of the rubberized surfacing product shall be completed by Manufacturer Certified Contractors or by direct employees of the Manufacturer's Installation Division. Manufacturer's detailed installation procedures shall be submitted to the Architect and made a part of the Bid Specifications.
 - 4. Design and Detailing
 - a. Substrate and Substrate Systems: Check application manual for specific instructions on substrate.
 - b. Acceptable Substrates for the rubberized surfacing system include grass, dirt, mulch, sand and compacted stone.
 - c. Other Substrates shall be approved by manufacturer prior to application.
 - d. The Applicator shall verify that the proposed Substrate is acceptable with application of the rubberized surfacing system.

- e. Substrate shall be engineered with regard to structural performance.
- f. Follow manufacturer's published details with specific recommendations for this project.

1.08 PRE-INSTALLATION MEETING

- A. Convene and conduct preinstallation meeting at project site with Owner's Representative and Landscape Architect.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials in original unopened packages with labels intact.
- B. Store all materials protected from weather and at temperature not less than 40 F and in accordance with manufacturer specifications and MSDS.
- C. All surfacing materials shall be non-flammable.

1.10 PROJECT CONDITIONS

- A. Ambient air temperature shall be 33 F at the time of installation of the rubberized surfacing system. The System may be installed with temperatures below 40. Do not install in steady or heavy rain.
- B. Adjacent materials and the System shall be protected during installation while curing and/or unattended from weather and other damage.
- C. Rubberized Surfacing System:
 - 1. System shall be installed on a dry subsurface, with no prospect of rain within the initial drying period, at temperatures recommended by the Manufacturer.
 - 2. System to be installed after the playground equipment is installed, unless otherwise noted or directed.

1.11 ALTERNATES AND ALLOWANCES

- A. Alternates or Substitutions shall conform to process established in County standards and General Conditions.
- B. Systems to be considered equal to those specified herein shall be approved by the landscape architect, in writing, at least ten working days prior to the project bid date.

1.12 WARRANTY

- A. Standard supplier warranty shall be provided, minimum 1-year.

PART TWO - PRODUCTS

2.01 GENERAL

- A. All components of the System shall be obtained from a single manufacturer. No substitutions of, or additions of, other materials shall be submitted without prior written permission from the System manufacturer.

2.02 MANUFACTURERS

- A. Spectra Turf, 500 E. Rincon St., #100, Corona, CA 92879-1352, Contact Chris Wolf at (800) 875-5788, www.spectraturf.com.

2.03 PRODUCTS

- A. Basis of Design: SpectraPour® (EPDM) Safety Surfacing by Spectra Turf, a poured in place surfacing product, colors as indicated in the drawings.

2.04 MATERIALS

- A. Rubberized Surfacing

1. General: The rubberized surfacing system is a dual durometer poured-in-place system with an upper wearing layer and an underlying impact attenuation cushion layer. The finished surface shall be porous and capable of being installed at varying thickness to comply with Critical Fall Height requirements of playground equipment installed in conjunction with the surface.
2. Rubberized Surfacing Binder: The rubberized surfacing system play surface shall be manufactured from a precise blend of Spectra EPDM mixed with 100% SpectraPour 1118 AROMATIC polyurethane. Polyurethane containing any TDI shall not be allowed due to environmental regulations.
3. Rubberized Surfacing Wearing Course: Shall be a mixture of black EPDM or colored EPDM 1-4 mm granules bonded by a polyurethane binder applied to 100% of the granules and applied to a minimum thickness of 1/2" over the cushion layer.
4. Rubberized Surfacing Cushion Course (Basemat): Shall be a precise blend of Spectra SBR rubber particles of heterogeneous distribution bonded by Spectra 1165 polyurethane binder applied to 100% of the rubber and installed to a designated thickness as

required by the Consumer Product Safety's Commission's Guidelines and ASTM F1292-09 Test Criteria.

2.05 MIXING AND PREPARATION

- A. Conform to manufacturer's recommendations.

PART THREE - EXECUTION

3.01 INSPECTION

- A. Comply with manufacturer's recommendations.
- B. Prior to application of the substrates shall be examined for compliance with the contract documents. Inform the landscape architect of all discrepancies. Work shall not proceed until unsatisfactory conditions are corrected.
- C. Verify that depths to subgrade are sufficient to allow adequate depth of surfacing to meet minimum depth for Critical Fall Height.

3.02 INSTALLATION POURED IN PLACE RUBBERIZED SURFACING SYSTEM

- A. Comply with manufacturer's recommendations.
- B. Install after edge curb, paving and play equipment is completed.
- C. Concrete Substrates: Verify that substrates are dry, free from surface defects, and free of laitance, glaze, efflorescence, curing compounds, form-release agents, hardeners, dust, dirt, loose particles, grease, oil, and other contaminants incompatible with playground surface system or that may interfere with adhesive bond. Determine adhesion, dryness, and acidity characteristics by performing procedures recommended in writing by playground surface system manufacturer.
- D. Do not proceed with playground surfacing installation until unsatisfactory conditions of the substrate have been corrected and all applicable site work, including fencing, playground equipment installation and other relevant work, has been completed.
- E. Prepare substrate to receive surfacing products according to playground surface system manufacturer's written instructions. Verify that substrates are sound without high spots, ridges, holes, and depressions.
 - 1. Use trowelable leveling and patching materials, according to manufacturer's written instructions, to fill holes and depressions.

2. Mechanically Scarify or otherwise prepare concrete substrates according to manufacturer's written instructions to achieve recommended degree of roughness.
 3. Saw cut concrete for terminal edges of seamless playground surface systems.
- F. Basemat (Cushion Layer) Installation: Provide uniform, monolithic wearing surface and impact-attenuating system of a total thickness indicated. Prevent contamination during application and curing processes.
1. Using screeds and hand trowels, install the basemat at a consistent density as recommended by the manufacturer.
 2. Basemat to be applied in one continuous operation, with a minimum of cold joints.
 3. Allow cushion layer to cure for sufficient time so that indentations are not left in the surface from applicator foot traffic or equipment.
 4. Do not allow foot traffic or use of the cushion layer surface until it is sufficiently cured.
- G. Primer Application: Using a brush or short nap roller, apply primer to the basemat and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate recommended by the manufacturer. Apply primer for maximum adherence to basemat.
- H. Top Surface Installation:
1. Using a hand trowel, install top surface at a consistent density to form a level layer of uniform density and consistency, applied in one continuous operation, and, except where color changes with a minimum of cold joints. Finish surface to produce manufacturer's standard wearing-surface texture.
 - a. Where color pattern is indicated, place adjacent colored material as soon as placed colored material is sufficiently cured using primer or adhesive if required by manufacturer's written instructions.
 2. Edge Treatment: As indicated on the drawings and details. Fully adhere edges to substrate with full coverage of substrate. Maintain fully cushioned thickness.

3. Provide protection to prevent traffic over system for not less than 48 hours after installation.
4. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
- I. Cleaning: During installation of adhesively applied products, immediately remove visible adhesive from surfaces. Use cleaner recommended by playground surface system manufacturer.

3.03 PROTECTION

- A. Erect temporary barriers to protect installed surfaces and coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner's representative.

3.04 CLEAN UP

- A. Remove all containers, surplus materials and debris. Properly dispose of materials in accordance with local, state and Federal regulations.
- B. Leave site in a clean and orderly condition.

END OF SECTION

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Mollie Joyce Park - Play Area

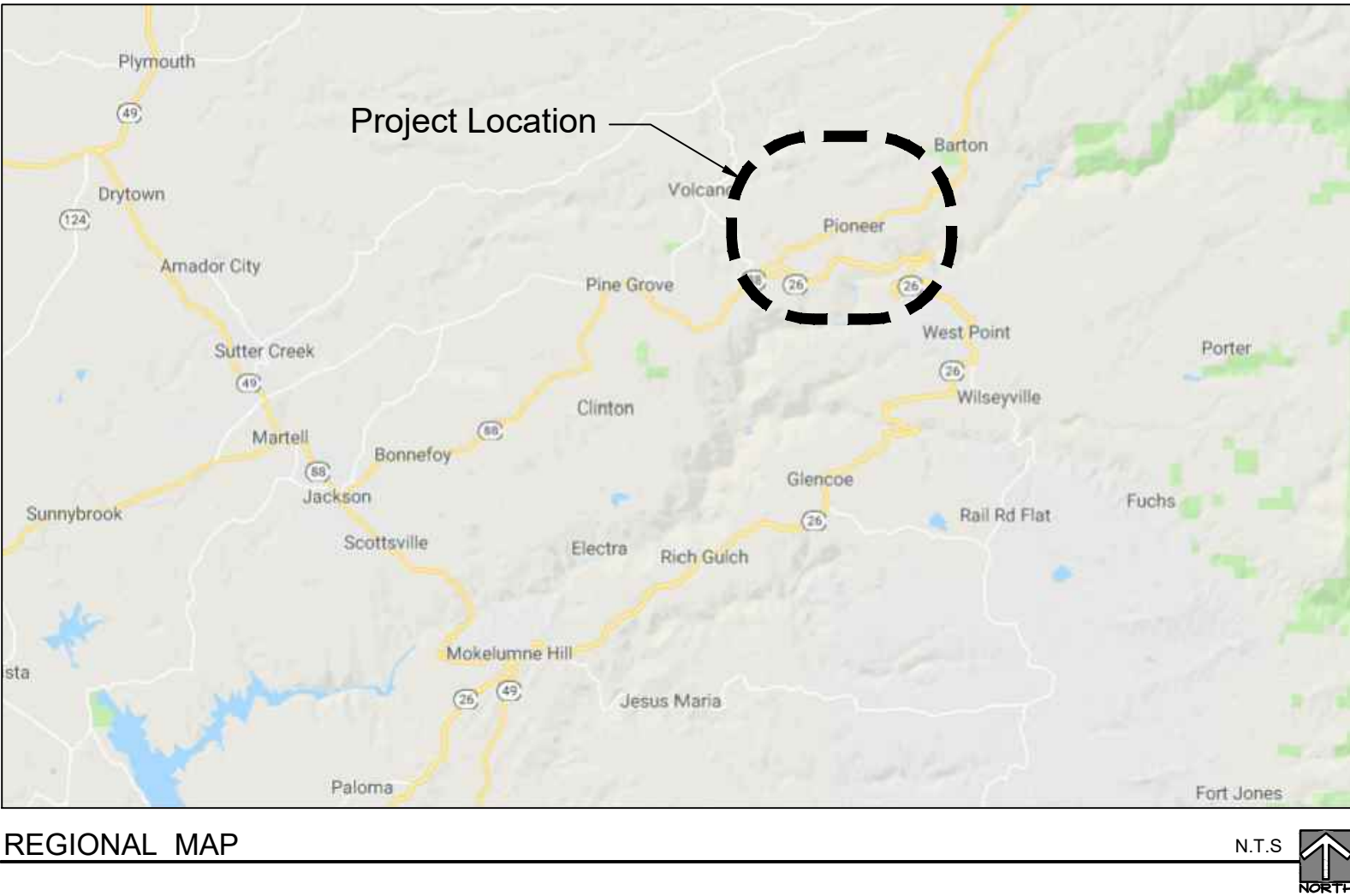
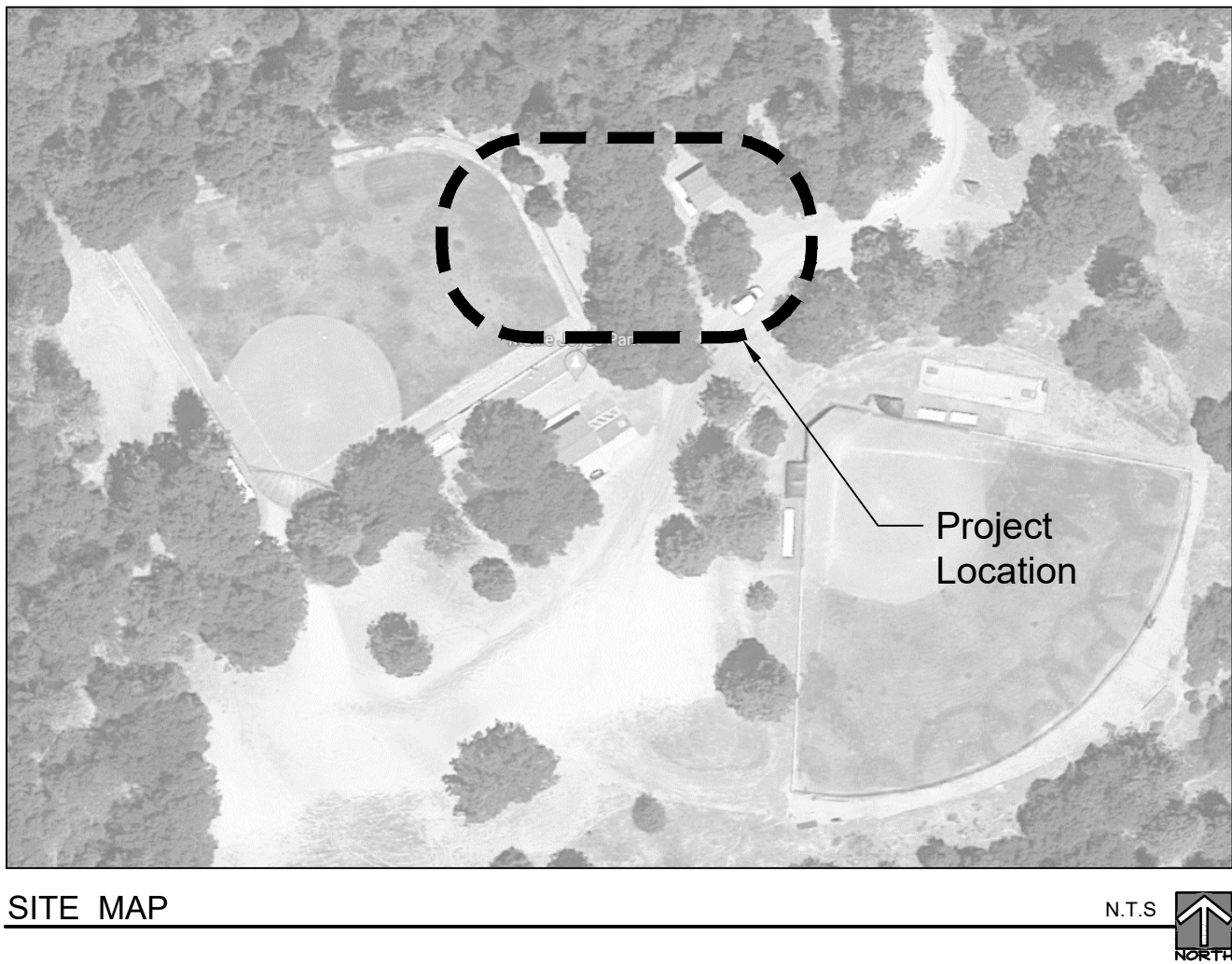
23922 Woodfern Drive, Pioneer, CA 95666

Landscape Improvement Plans



Prepared for:
Amador County
Recreation Agency
10811 Conductor Blvd
Suite 100
Sutter Creek, CA
95625

Project:
**MOLLIE JOYCE PARK
PLAYGROUND**
23922 WOODFERN DR., PIONEER, CA 95666



ABBREVIATIONS

AB	AGGREGATE BASE OR ANCHOR BOLT	INV	INVERT	REM	REMOVE
AC	ASPHALTIC CONCRETE	L	LENGTH	REQ, REC'D	REQUIRED
ACP	ASPHALTIC CONCRETE PAVING/PAVEMENT	LH	LEFT HAND	REV	REVISION(S), REVISED
ADJ	ADJACENT	LP	LOW POINT	RH	RIGHT HAND
ALT	ALTERNATE	LT	LEFT	ROW	RIGHTOFWAY
AP	ANGLE POINT	MAT'L	MATERIAL	RT	RIGHT
APPROX	APPROXIMATE	MAX	MAXIMUM	S	SLOPE
BLDG	BUILDING	MED	MEDIUM	SCH	SCHEDULE
CB	CATCH BASIN	MFR	MANUFACTURE(R)	SD	STORM DRAIN
CF	CUBIC FOOT	MIN	MINIMUM	SE	SOUTHEAST
C/L , CL	CENTERLINE	MISC	MISCELLANEOUS	SG	SUB-GRADE
CLR	CLEAR	ML	MAINLINE	SHT	SHEET
CONC	CONCRETE	(N)	NEW	SIM	SIMILAR
CONT	CONTINUOUS, CONTINUE	N/A	NOT APPLICABLE	SL	SLOPE
CTR	CENTER	NIC	NOT IN CONTRACT	SPEC	SPECIFICATION(S)
DI	DRAIN INLET	NO	NUMBER	SQ	SQUARE
DIA	DIAMETER	NTS	NOT TO SCALE	SF	SQUARE FEET
DWG	DRAWING	OC	ON CENTER	SS	SANITARY SEWER
EA	EACH	OD	OUTSIDE DIAMETER	STD	STANDARD
EJ, EX JT	EXPANSION JOINT	OH	OVERHEAD	SURF	SURFACE
ELECT	ELECTRICAL	OPP	OPPOSITE	SW	SOUTHWEST
EP	EDGE OF PAVEMENT	OPT	OPTIONAL	SWCL	SIDEWALK CENTERLINE
EQ	EQUAL	PC	POINT OF CURVE	SYS	SYSTEM
EX	EXISTING	PERF	PERFORATED	TBC	TOP BACK OF CURB
EXIST	EXISTING	PERP	PERPENDICULAR	TC	TOP OF CURB
(E)	EXISTING	PL	PROPERTY LINE	TS	TOP OF STEP
FD	FRENCH DRAIN	PLTR, PA	PLANTER AREA	TW	TOP OF WALL
FES	FLARED END SECTION	POB	POINT OF BEGINNING	TYP	TYPICAL
FF	FINISHED FLOOR	POC	POINT OF CONNECTION	UON	UNLESS OTHERWISE NOTED
FFE	FINISHED FLOOR ELEVATION	PRC	POINT OF REVERSE CURVE	VAR	VARIES
FG	FINISHED GRADE	PROP	PROPOSED	W	WATER
FL	FLOW LINE	PT	POINT, POINT OF TANGENCY	WI	WITH
FS	FINISHED SURFACE	¼PT	QUARTER POINT ON ARC	W/O	WITHOUT
FTG	FOOTING	½PT	HALF POINT ON ARC		
FUT	FUTURE	¾PT	THREE-QUARTER POINT ON ARC		
GB	GRADE BREAK	PSI	POUNDS PER SQUARE INCH		
GPH	GALLONS PER HOUR	PUE	PUBLIC UTILITIES EASEMENT		
GPM	GALLONS PER MINUTE	PVC	POLYVINYL CHLORIDE		
GR	GRATE	RAD	RADIUS		
HP	HIGH POINT	REBAR	REINFORCING BAR		
ID	INSIDE DIAMETER	REC	RECOMMENDED OR RECOMMENDATION		
IE	INVERT ELEVATION	REF	REFERENCE		

GENERAL NOTES

- Prior to start of work, thoroughly review all Contract Documents and become thoroughly familiar with the requirements and the intent of these documents including all contract requirements.
- Prior to start of any work, obtain all necessary permits from the City, State and all other agencies having jurisdiction over the work.
- Prior to start of construction and as necessary throughout the progress of the Work, contact the Underground Service Alert with minimum 48 hours notice, and have all underground utilities and facilities marked in the field and verify by pot holing, the types, locations, sizes and/or depth of existing utilities within the work area. In the event existing utilities are discovered to be in conflict with the work required of the Contract Documents, immediately notify the Owner and the affected utility company in the most expeditious means available and later confirm in writing. Determine exact locations of all utilities and facilities and implement appropriate and effective measures to protect them.
- Protect all existing monuments and other survey markers on the project site. Record the location of all monuments and other survey markers prior to the start of work. All such monuments or markers disturbed or destroyed during construction shall be replaced by a licensed surveyor at the Contractor's expense.
- If during the course of any excavation evidence of archaeological resources including but not limited to artifacts and human remains are encountered, immediately stop all work and activities that may damage or destroy such resources and notify the Owner. Do not re-start affected work and activities until the Owner has provided direction to do so.
- All work shall conform to applicable governing codes. At commencement of construction Owner and Contractor shall be responsible to consult with applicable agencies to determine if applicable codes, regulations, or governing ordinances have changed and determine if changes to the plans are required to comply with requirements. Changes to plans for updating due to these changes shall be solely the responsibility of the Owner.
- Verify all work described in the Drawings for dimension, grade, extent, and compatibility with existing site conditions. Any discrepancies and unexpected conditions that affect or change the work described in the contract documents shall be brought to the Landscape Architect's attention immediately. Do not proceed with the work in the area of discrepancies until all such discrepancies are resolved. Proceeding with affected work prior to acceptable resolution will be at Contractor's own risk and may require the Contractor to remove and replace work and execute extra work at no additional cost to the Owner.
- Omissions from the Drawings or Specifications or the misdescription of any work, which is manifestly necessary to carry out the intent of the Drawings and Specifications, or which is customarily performed, shall not relieve the Contractor from performing such omitted or described details of the work. Contractor shall perform such work as if fully and completely set forth and described in the drawings and specifications.
- Written dimensions shall take precedence over drawing scale or proportion. Larger scale drawings shall take precedence over small scale drawings.
- Removal and replacement limits of any existing feature shown on the Drawings are for general reference only. Actual limits shall be as required by the new work and shall be verified in the field with Owner.
- RECORD DRAWINGS: Maintain one set of Contract Documents on site for use in documenting current progress of work and all changes. Document progress and changes with red, indelible ink. Make documents available to Landscape Architect for review at all site visits and as requested. Note changes using indelible black or red ink as directed. Note changes to specifications on copies of the original specifications. Unless otherwise specified, these shall serve as the Record Documents that must be submitted prior to final payment.

BASIS OF DESIGN AND LAYOUT

The horizontal locations of existing elements and surface features were determined in the field and are approximate; they were not surveyed and, as such, it is expected that there may need to be field adjustments in order to provide a full and complete installation. Contractor shall review the site and confirm the necessary horizontal and vertical requirements of the design, including required clear zone for the play structure and pavement slopes, either as shown or as required by all governing codes, can be achieved as generally depicted herein, with or without minor field adjustments. Notify Owner and Landscape Architect upon discovery of any existing condition that impacts the ability to install the project as depicted in these plans.

SHEET INDEX

- L0.1 - COVER SHEET
- L1.1 - SITE CONSTRUCTION PLAN
- L2.1 - CONSTRUCTION DETAILS
- L2.2 - CONSTRUCTION DETAILS

GENERAL DEMOLITION NOTES

- Demolition shown is diagrammatic. Perform all demolition as required for the construction of the Work whether or not specifically called for on the plans.
- Contractor shall protect all existing-to-remain utilities, boxes, and appurtenances.
- All materials indicated to be removed shall become the property of the Contractor, UON. Contractor is responsible for proper removal and disposal of materials, including any associated fees.
- Remove all vegetation within the work area, UON. Verify any questions or inconsistencies with the Owner or Landscape Architect prior to removal.
- Contractor to cut and cap utilities for lines to be abandoned, disrupted, or re-located. Re-route utilities as required match existing materials and sizes. Adjust all at-grade facilities, vaults, or boxes to new finish grades. If additional utilities are encountered than as shown on plans, immediately notify Owner and Landscape Architect before proceeding; confirm disposition of each situation, convene site meetings with all required parties as required.
- Concrete shall be removed to the general location as shown on the plan - remove to the nearest control joint and saw cut as needed.

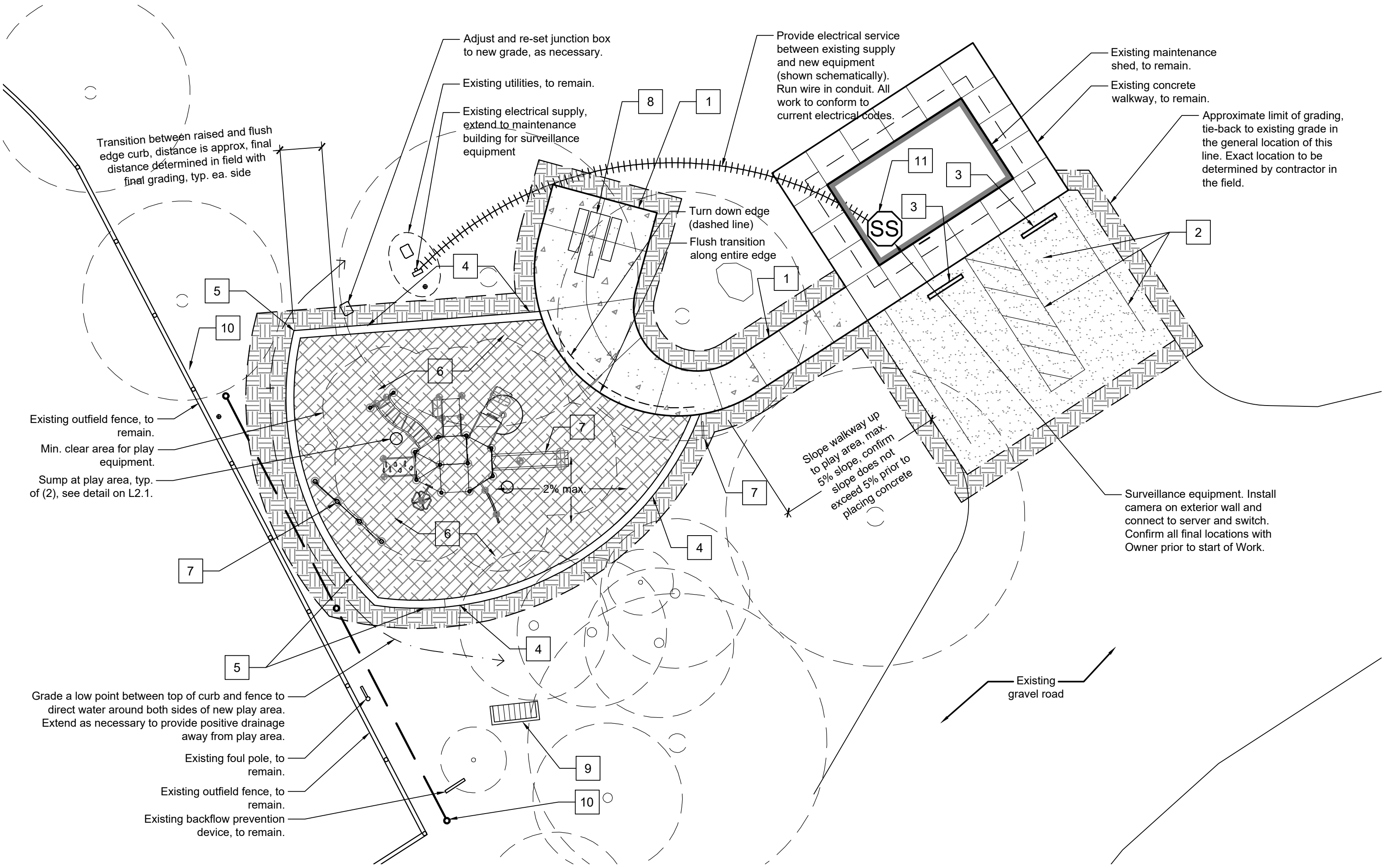
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No. Desc. M/M/DD/YY

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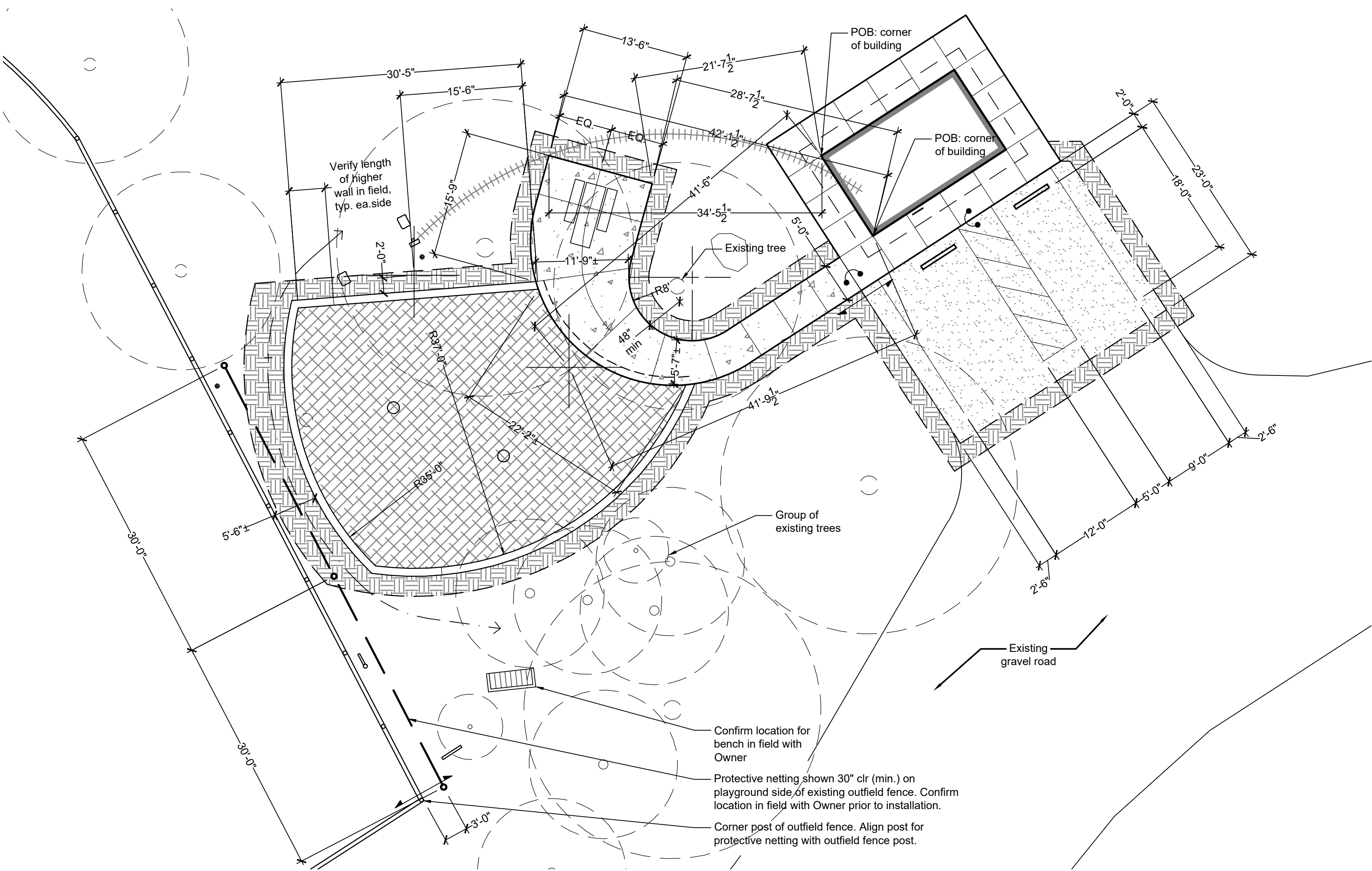
Sheet:
Cover Sheet
L0.1



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CONSTRUCTION PLAN



LAYOUT PLAN

CONSTRUCTION CALLOUT LEGEND

No.	Detail / Sheet	Item Description
1	A / L2.1	Install concrete sidewalk. Concrete to meet ADA requirements, longitudinal slope shall not exceed 5%, cross slope shall not exceed 2%.
2	B & C / L2.1	Install asphalt ADA parking stalls. Parking area and striping shall meet ADA requirements. Slope shall not exceed 2% in any direction. Include demolition, grading, and striping.
3	C / L2.1	Install concrete wheel stop, meet County or Caltrans standards. Submit product data for approval.
4	D / L2.1	Install concrete edge curb at play area - flush condition.
5	D / L2.1	Install concrete edge curb at play area - low retaining condition. Finish height of wall to be determined in field, allow for 12" retaining.
6	E / L2.1	Install poured in place rubberized playground surfacing. Basis of design: SpectraPour by Spectra Turf, www.spectraturf.com. Allow for 2 color surfacing - 35% Black, 65% Green. Submit product data for approval.
7	F / L2.1	Install play ground equipment, boards, and signs. Basis of design: Playcraft Systems, available from NSP3 per quote #Q18-3371, dated 10/15/2018. Contact Gary Kimbrough, 877-473-7619. Submit product data and shop drawings for approval.
8	A / L2.2	Install picnic table. ADA accessible table, model Q-LBT102PTADA by QCP, www.qcp-corp.com. Finish: bench and table to be Latte color with Craftsman's Etch finish; vertical supports to be Latte with Strata finish. Submit product data for approval, final color and finish to be approved prior to purchase.
9	B / L2.2	Install bench, direct burial. 6' bench, model 58 by Dumor, www.dumor.com. Powder coat finish, Sudan color. Submit product data for approval, final color to be approved prior to purchase.
10	C / L2.2	ADDITIVE ALTERNATE: Install protective netting along a portion of the existing outfield fence. Nylon netting, 1-3/4" square mesh, #36 gauge. Color: Black. Steel posts, size as required by shop drawings, painted. Provide product data and shop drawings for approval, including any required engineering or permitting. Provide price for complete installation of this item as a single additive alternate on the bid form. Basis of design: K36T baseball net by West Coast Netting, www.westcoastnetting.com, (800) 854-5741.
11	D / L2.2	Surveillance System. Provide and install a complete, functional surveillance system. Include all required attachments, wiring, connections, and electrical supply from existing location on-site. Provide full shop drawings and product information for approval by Owner. Coordinate with Owner as required. Locate system in existing maintenance shed and mount cameras to provide clear views onto the new playground - confirm all angles and camera alignment with Owner prior to final installation, adjust as required. Manufacturer: Pelco, quote #00099772, dated 1/17/2019, contact Ryan Haley at ryan.haley@schneider-electric.com, (925)528-9341. See parts list on D/L2.2.

CONSTRUCTION SYMBOL LEGEND

Symbol	Item Description
	Align hardscape elements
	Match FS of adjacent paved surfaces (max. 1/4" vertical change)
	Approximate limits of grading

PLAY AREA AND EQUIPMENT NOTES

- These plans shall in no way supersede any warranty or code requirements associated with the design. In the event of discrepancies, code and manufacturer requirements shall govern over these plans.
- The play equipment shall comply with the manufacturer and model number provided on the plans. No substitutions shall be made without written approval of the owner and/or landscape architect.
- Prior to installation of equipment, the contractor shall verify the play area limits and depth are sufficient to fit the play equipment, including required fall zone, and required depth for play area surfacing.
- Pipes and utilities shall be clear of all footings and play area edges.
- Play equipment and surfacing shall be installed by a contractor with demonstrable qualifications in the installation and codes associated with similar systems as those of these plans. Contractor is responsible that the finished installation meets all code (including, but not limited to IPEMA, CPSC, and ADA) and manufacturer warranty requirements. Surfacing shall be installed with the required depth needed to meet minimum fall height requirements.
- Final play equipment and surfacing colors shall be approved by landscape architect or owner prior to contractor ordering of equipment and material.
- Paving and adjacent grades shall for formed to drain away from the play area surfacing, unless otherwise noted on the plans.
- ADA access to play area shall be installed in accordance of all governing codes.



Prepared for:
Amador County
Recreation Agency
10811 Conductor Blvd
Suite 100
Sutter Creek, CA
95625

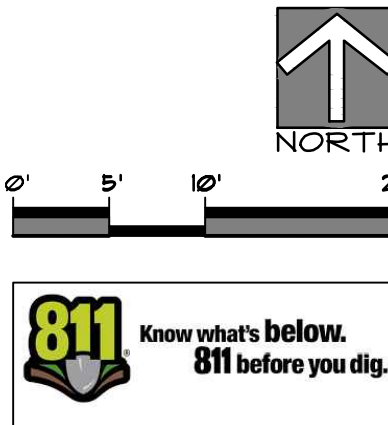
Project:
MOLLIE JOYCE PARK
PLAYGROUND
23922 WOODFERN DR., PIONEER, CA 95666

Revision:
No. Desc. M/M/DD/YY

Date: 01/17/2019
Drawn: RSH
Checked: RSH
Scale: 1" = 10'-0"

Sheet:
Site
Construction
Plan

L1.1





Project# NSP189F42DA-2
10/12/2018

Item	Description	Quantity	Item	Description	Quantit
STAPC1303			R338255A		
A2-1303	1303 Safety Sign (HDPE)	1	HS-1004-R35	Collars	55
R501C90DA			GG-8135	Domne Cap, R3.5	12
HS-1004-R	Collars	8	S-1011-R35-11H	Post, 11H R3.5	5
GF-7002	Domne Cap, R5	4	S-1012-R35-12H	Post, 12H R3.5	1
S-1007-R5-07H	Post, 07H R5	4	S-1013-R35-13H	Post, 13H R3.5	2
S-1607-R5G	Maze Panel	1	S-1016-R35-16H	Post, 16H R3.5	4
S-1618-R5BAGS	Seek Panel (Baseball)	1	S-1101-R35	Square Deck	2
S-16602-R5G	Animal Clue Panel	1	S-1102-R35	Tri Deck	3
			S-1102-R35	Hex Deck, Half (5 Post)	1
			S-1109-R35-MT	Balcony Deck w/ Wheel	1
			S-1112-R	Filler, 18in	1
			S-1209-24-R35	Transfer Station, 36in-R	1
			S-1211-R35	Filler, Step - 24in, R3.5	1
			S-12101-4-RL-R35	Climber, Fire Grip 42-48in	1
			S-1230-R35	Climber, Cover 42-48in	1
			S-1238-5H35	Climber, Freeform 54-60in	1
			S-1309-R35, 1L	Half Walls (Single, Left)	1
			S-1403-R35	End Access Ladder (3-Rung)	1
			S-1405-L-R35	Traverse, Horizontal Ladder (S-Shaped, Left)	1
			S-1604-R35I	Chime Panel	1
			S-1645-R35G	Store Panel (Open)	1
			S-1701-50R35	Slide, Wave-Gon	1
			S-1706-12R25	Slide, Spiral 72in (60in Deck Height, 12in Filler)	1
			S-18016-R35	Metal Roof, Cable Shade	1
			HS-1100-2	Deck to Deck Hardware	2

STRUCTURE#: R3538255A
PROJECT#: NSP189F42DA-2
DATE: 10/12/2018 | DRAWN BY: NLH

PLAYCRAFT
PLAYERS

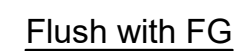
R35
FOR KIDS
AGES
5-12



PLAYCRAFT REP:
NSP3

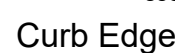


Notes:
1. See plan for approximate limits for each type of edging.



Scale: 1" = 1'-0"
PlayEdgeCurb.dwg

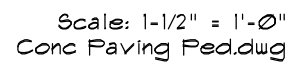
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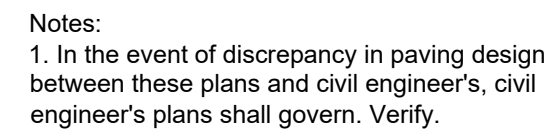
Scale: 1" = 1'-0"
PlayPIP.dwg

acing	E
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-
- Diagram illustrating the dimensions and components of a wall-mounted parking sign assembly:
- Signs:**
 - Top sign: International Symbol of Access (wheelchair) with the text "PARKING ONLY".
 - Bottom sign: "MINIMUM FINE \$250".
 - Third sign (below the bottom sign): "VAN ACCESSIBLE".
 - Dimensions:**
 - Vertical distance from the top of the sign assembly to the top of the concrete footing: 30".
 - Vertical distance from the bottom of the sign assembly to the top of the concrete footing: 6".
 - Horizontal distance from the center of the sign assembly to the edge of the concrete footing: 12".
 - Vertical distance from the top of the sign assembly to the top of the concrete footing: Min. 80" to top of walking surface or 36" for wall-mounted.
 - Components:**
 - 2" galv. steel post (supporting the signs).
 - Finish grade (indicated by a line).
 - Concrete footing (the base of the assembly).

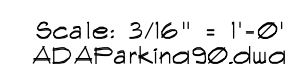


Condition	Δ
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Scale: 1-1/2" = 1'-0"
Asphalt Veh.dwg

Condition	B
-----------	---



and still



Amador County
Recreation Agency
10877 Conductor Blvd
Suite 100
Sutter Creek, CA
95685

MOLLIE JOYCE PARK
PLAYGROUND
23922 WOODFERN DR, PIONEER, CA 95666

[illegible]

Date: 01/17/2019
Drawn: RSH
Checked: RSH
Scale: As shown

Site Construction Details

L2.1

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Sarix Professional Range

Maximum Choice for Any Application

Sarix™ Professional Range cameras pack the most popular fixed IP camera features and functionality into a broad assortment of affordable indoor and environmental cameras to maximize your video security options and protect your people, property, and bottom line.

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by Schneider Electric

Company Address 625 W. Alluvial Ave.
Fresno, California 93711
United States

Prepared By Ryan Haley
Email ryan.haley@schneider-electric.com

Bill To Address

Quote Name Mollie Joyce Park

Quote Number 00099772
Created Date 1/17/2019
Expiration Date 2/17/2019

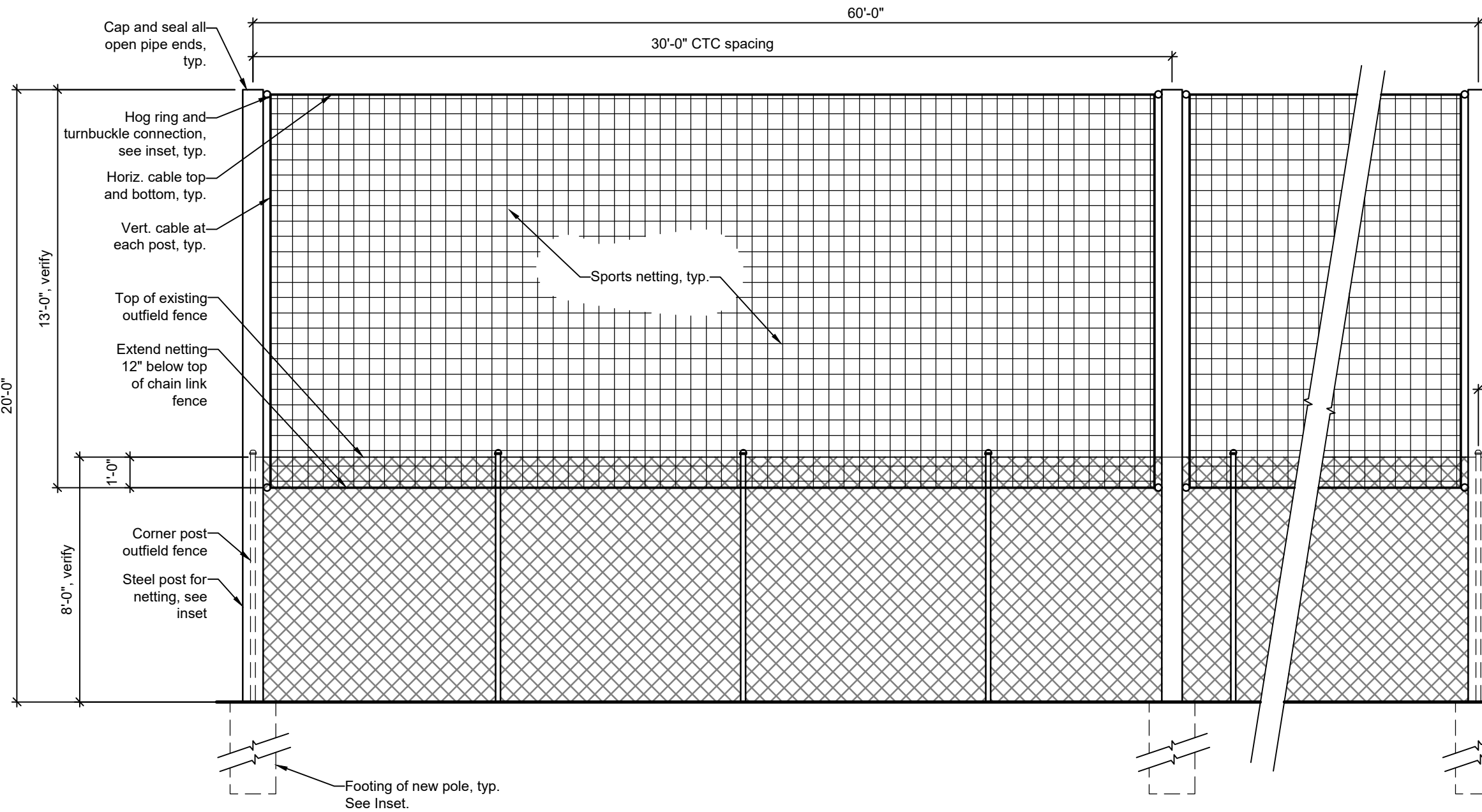
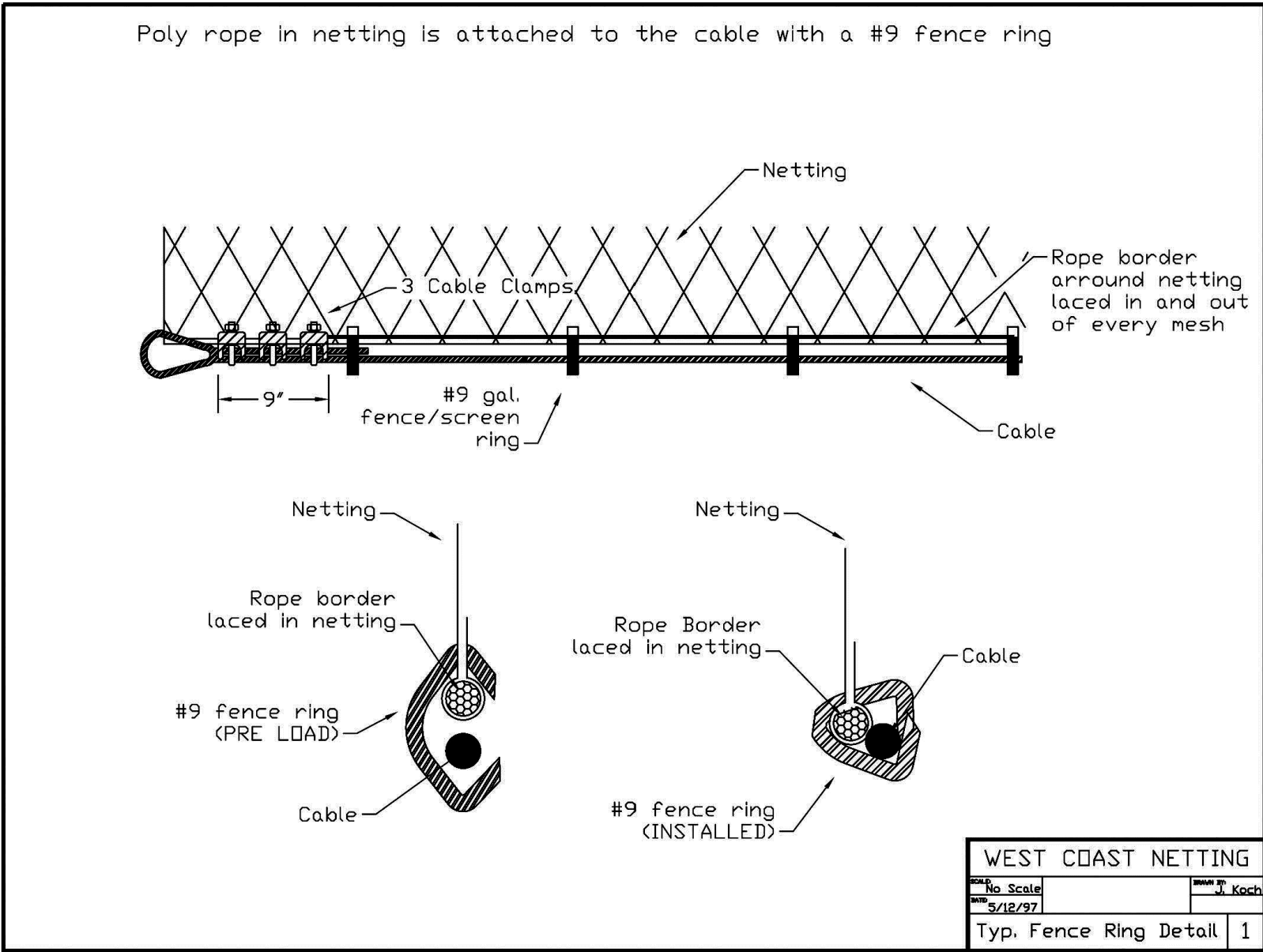
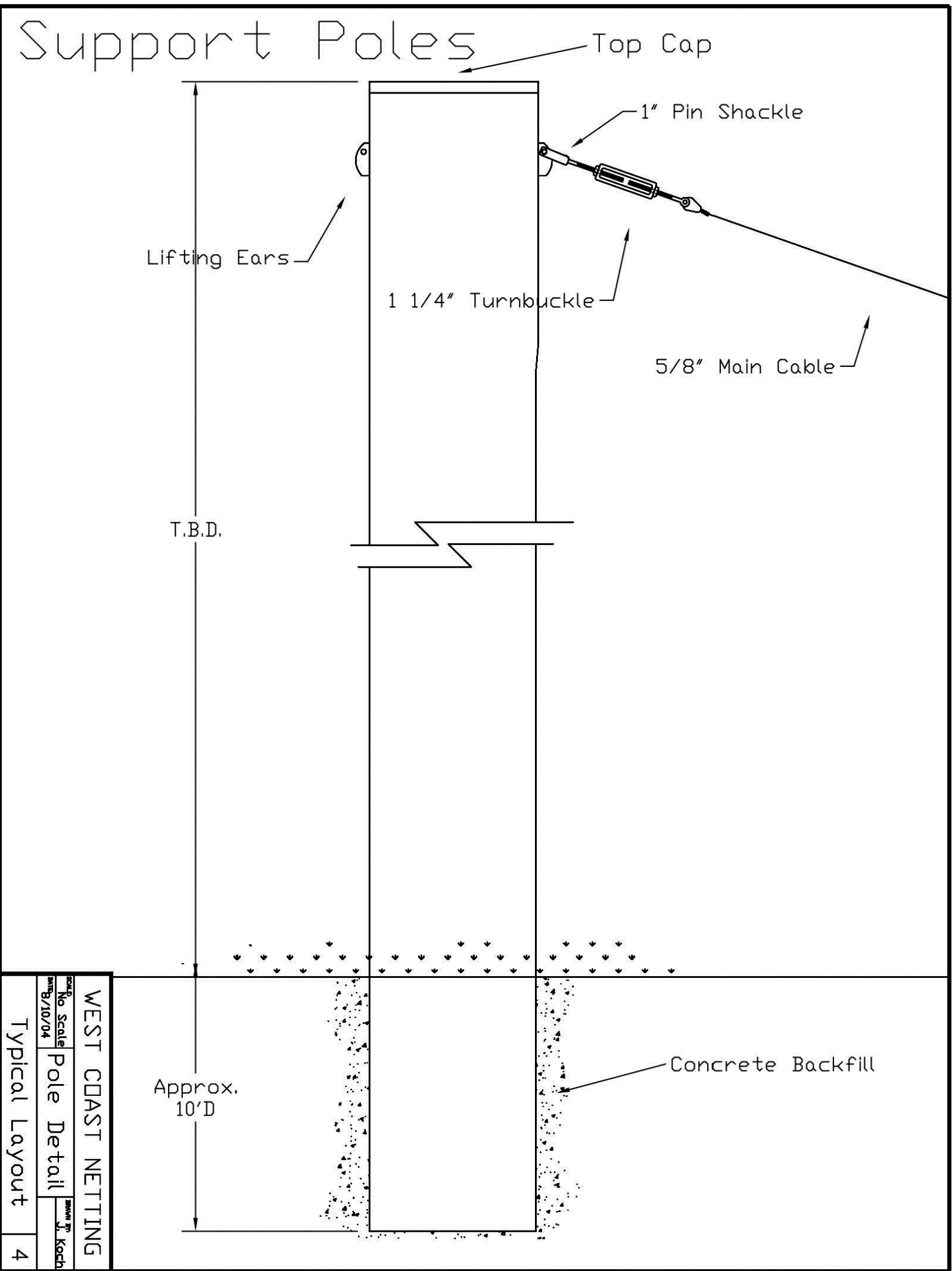
Ship To Name Mollie Joyce Park

Ship To Address

United States

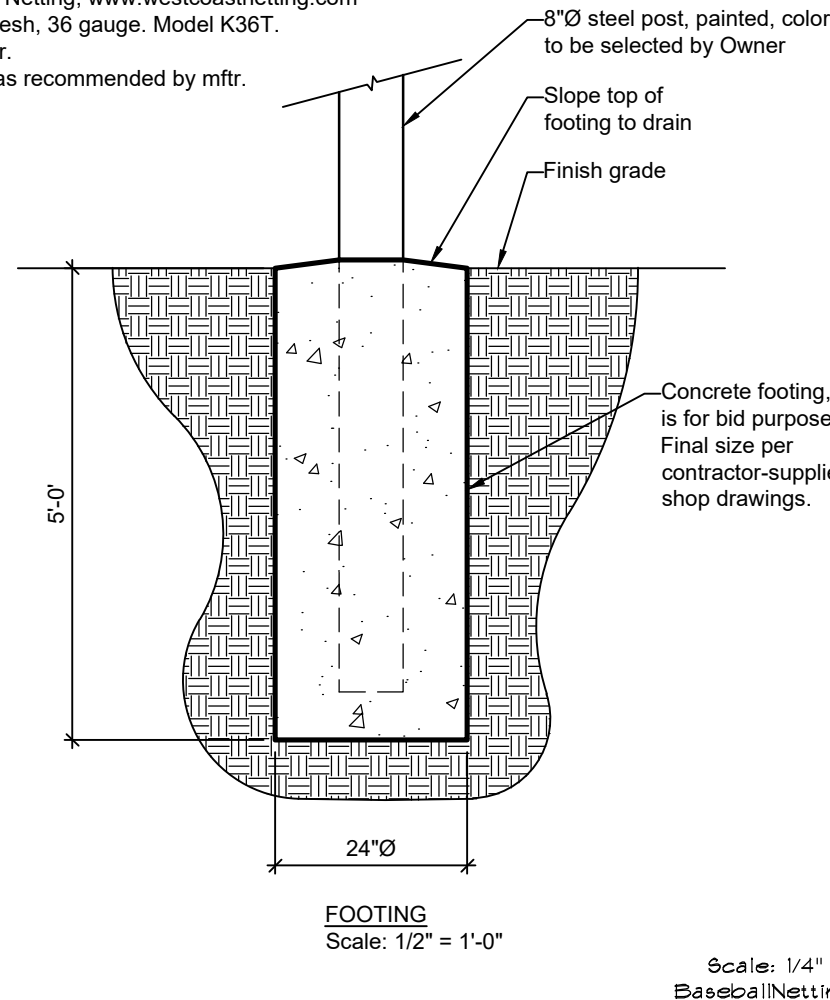
Product	Line Item Description	Quantity	Discounted Price	Total Foreign Currency
IBEWLMT-E	SRX ENH+ ENV BULLET WALL MOUNT	1		
IME3122-1EI	IP Sarix™ E Env InCl POE TP Dom 3MP 30IPS Svis Cl	1		
POE1AT-US	IEEE802.3at compliant PoE 1 channel midspan 30W	1		
VXP-1C-3Y	VideoXpert™ Professional 1CH LICENSE + 3YR SUP For 1CH	1		
VXP-1C-3Y	VideoXpert™ Professional 1CH LICENSE + 3YR SUP For 1CH	1		
VXP-E-12-J-S	VXP ECO,4TBHD,12TB,J8OD,E36S	1		

Surveillance System D

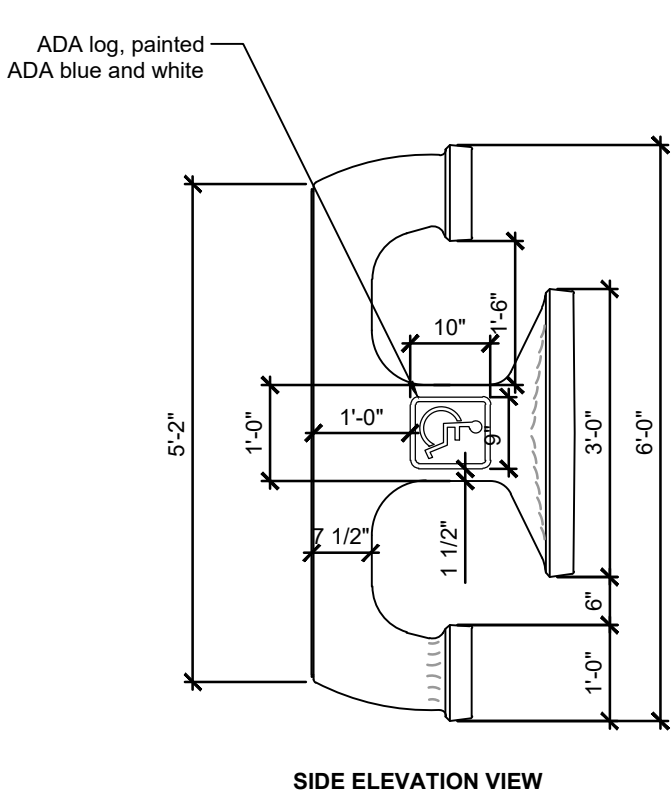


- Notes:
1. All materials to be supplied from a single manufacturer.
 2. All installation shall conform to manufacturer's recommendations, guidelines and specifications.
 3. Submit product data, shop drawings, including stamped engineering for footings, based on final height and design of netting and pole system. Final pipe sizes, spacing, footing and installation shall be per the approved shop drawings.

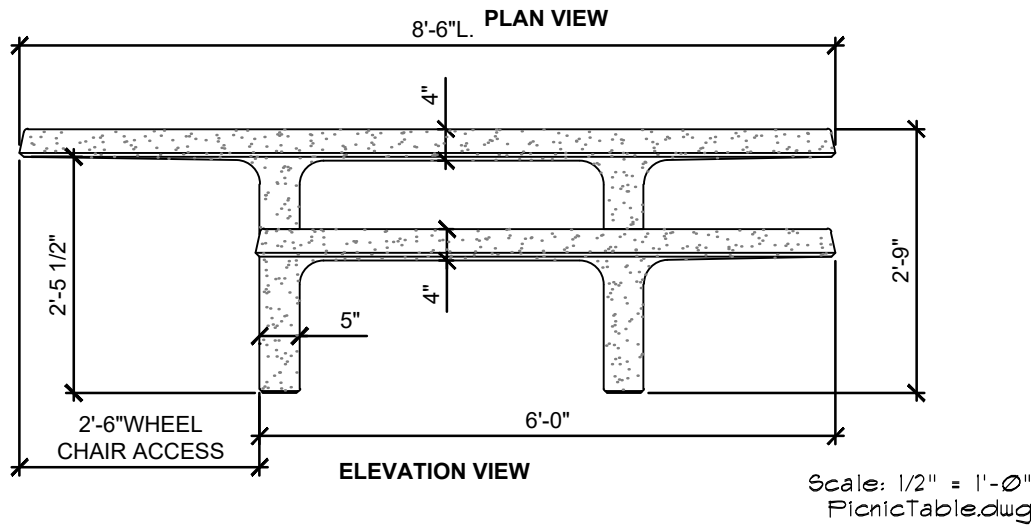
Basis of Design
Mfr: West Coast Netting, www.westcoastnetting.com
Netting: 1-3/4" mesh, 36 gauge, Model K36T.
Hog ring: per mfr.
Cable: 5/16", or as recommended by mfr.



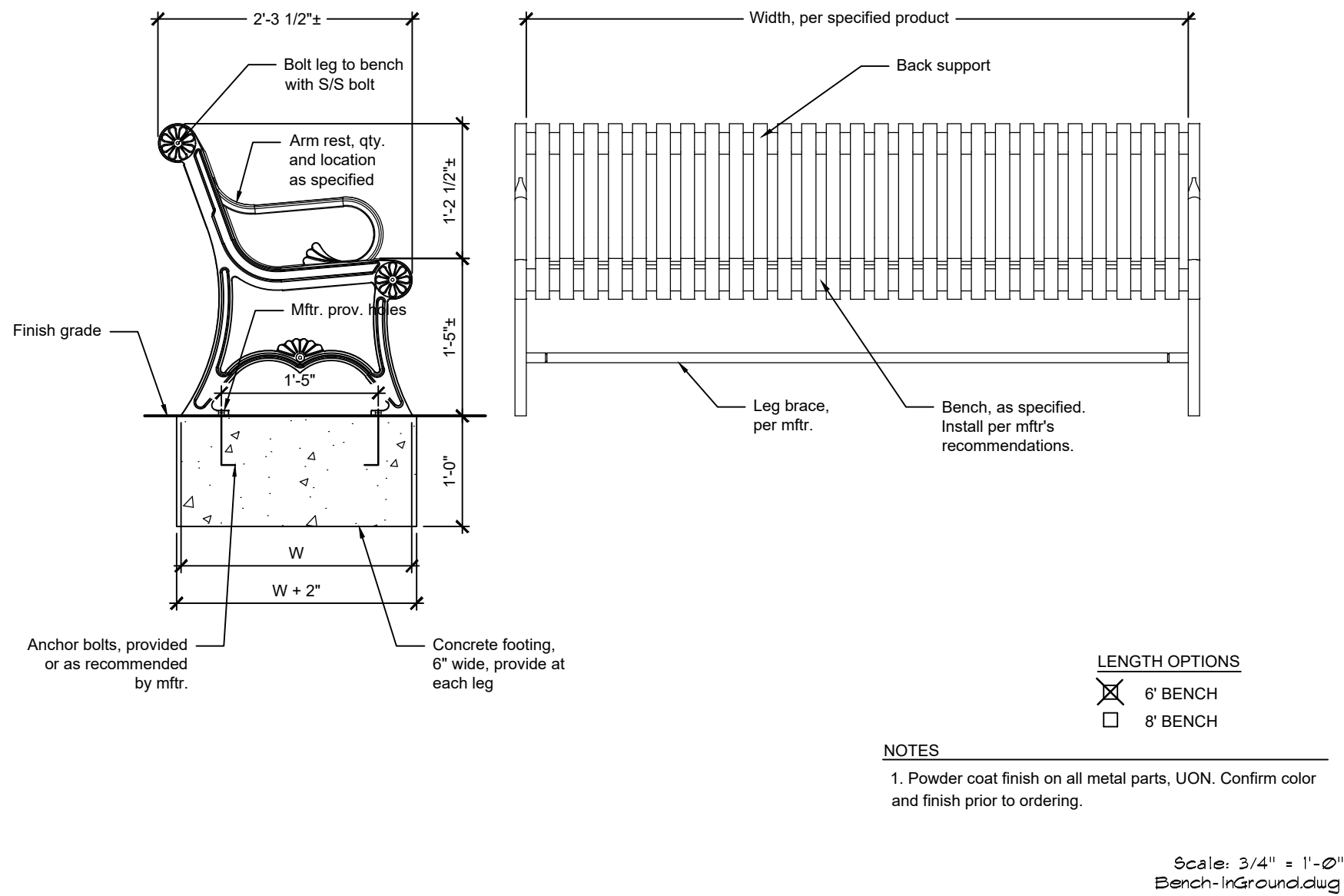
ADDITIVE ALTERNATE: Baseball Outfield Safety Netting C



- Notes:
1. See construction callout legend for color and finish information.
 2. Submit product information for approval.



Picnic Table A



Bench - In Ground Mount B



Prepared for:
Amador County
Recreation Agency
10811 Conductor Blvd
Suite 100
Sutter Creek, CA
95625

Project:
MOLLIE JOYCE PARK
PLAYGROUND
23922 WOODFERN DR., PIONEER, CA 95666

Revision:
No. Desc. M/MDD/YY

Date: 01/17/2019
Drawn: RSH
Checked: RSH
Scale: As shown

Sheet:
Site
Construction
Details

L2.2