

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Nick Marienthal, Park Supervisor

DATE: July 7, 2021

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION
NO. 684 FOR THE BID AWARD FOR THE
CONSTRUCTION OF PHASE 1 OF THE ARNEILL
RANCH PARK RENOVATION PROJECT

SUMMARY

The Pleasant Valley Recreation and Park District developed a community driven design plan for the renovation of Arneill Ranch Park in August 2019. District staff recognized that the renovation of Arneill Ranch Park would address a top need of the District, therefore, funding for the renovation plan was included in the FY 2020/21 budgeting process. The Architectural Design Firm of Withers and Sandgren Ltd. was hired to design the renovations to the park and has worked with staff to bring the community vision to life. It was determined the initial phase of this project would be funded with Quimby fees as the District did not receive Proposition 68 state grant funding as originally hoped. The Board has currently allocated Quimby fees in the amount of \$1,100,000 for the first phase of the project.

BACKGROUND

In August 2019, the District completed a full master plan of Arneill Ranch Park through a public engagement process. To fund the construction of the full plan, a Statewide Park Program grant was applied for but was not approved by the State. Subsequently, the master plan was broken into three phases to allow the District to tackle the improvements in more affordable chunks. In September 2020, the District approved a contract with Withers & Sandgren to complete a full design and construction bid package to complete Phase 1 of the project.

In November 2020, the District approved "Alternative 6" of the Arneill Ranch Park initial phase of the project as it provides the District with as complete of a "baseline" as possible to facilitate the construction of the rest of the master plan and adjusted the budget not to exceed \$1,100,000.00. Withers & Sandgren has since completed the design and estimate for the construction of Phase 1 and has provided a bid package with Board approval. Phase 1 includes a complete overhaul of the irrigation system, removal of turf from the outside of the track, major changes to the landscaping, and bid alts for fitness equipment and electrical work.

To ensure the District would not need to "re-do" elements in the park that were completed in Phase 1, much effort was put into doing as much of the invasive work as possible in this phase. This dictated the design priorities in addition to the District's desire to reduce water consumption at the park. As a result, this phase will not see a large increase in features at the park but will include a major overhaul of the park's irrigation, electrical, and landscaping resources.

The existing park design includes a running track, play structure, picnic area, fitness equipment and a restroom. The park was evaluated for major irrigation improvements in 2019 and subsequently was selected for a complete overhaul as the District pursued an application to the Statewide Park Program in 2019. While the project was not approved for grant funding, major improvements in park infrastructure are slated for the first phase of the project.

ANALYSIS

Prior to the Request for Bid Proposals process, the estimated cost of Phase 1 was \$1,100,000. Regardless of the vendor or bid-alts chosen, \$120,000 of the project budget is allocated for payment to Withers and Sandgren for the architectural design agreement. A 15% contingency fee, including design fees and the selected bid, must also be included in the overall project cost in addition to the \$1,100,000 original estimated cost.

REQUEST FOR BID PROPOSALS

As mentioned in the May 5, 2021 Staff Report, the cost of materials has risen substantially, therefore, in anticipation of the increased costs, staff elected to include Bid Alternates of site elements to the bid form. Included items were:

Item	Cost
6.00 Lighting	\$36,000
Underground Conduit and Pull Boxes	\$154,800
Pulling Wire	\$32,400
Light Bollards	\$115,000
Restroom Conduit and Wire	\$8,400
Electric Pedestal (new)	\$28,800
Site Elements	\$13,500
Benches	\$18,000
Picnic Tables	\$4,400
Trash Receptacles	\$1,500
Exercise Equipment	\$54,800
Fitness Equipment	\$19,900
TOTAL COST:	\$487,500

There are multiple items in the above list which staff can add at a later date to help decrease the cost of the amenities. Staff would recommend that the Underground Conduit and Pull Boxes, Restroom Conduit and Wire and Electrical Pedestal be installed for \$192,000 should the Board want to include lighting and electrical as part of this project.

All bids were due on June 24, 2021 at 10:00 a.m. Thirteen (13) contractors attended the mandatory job walk. The District received one (1) bid as shown below:

Vendor	Bid Amount	Orig. Estimate	Difference
1. United Construction	\$1,261,900	\$1,100,000	\$161,900
	*Does not include design fees, contingency fee		

Due to recent increases in consumer demand and costs, prices have risen dramatically. According to colleagues in the construction profession, there are multiple projects out to bid that need to be completed by end of summer which is also accounting for the limited number of bids on this project.

The total project costs with the sole bid from United Construction, when taking into consideration the design fees to Withers and Sandgren, a 15% contingency fee, and all options for the bid alternates, has the following outlook:

United Construction BASE BID	BID ALTS.	15% CONTINGENCY	ARCHITECT FEES	TOTAL COST	DIFFERENCE FROM ORIG.
\$1,261,900	None	\$189,285	\$120,000	\$1,571,185	\$471,185
\$1,261,900	\$487,500-All	\$262,410	\$120,000	\$2,131,810	\$1,031,810
\$1,261,900	\$192,000-Staff Recom.	\$218,085	\$120,000	\$1,791,985	\$691,985

PROJECT SCHEDULE

If the Board does award the contract to the sole bidder, United Construction, within ten (10) days of the District’s contract award, the contractor shall submit a Preliminary Construction Schedule, outlining the various items of work. The schedule would proceed as follows:

- | | |
|-----------------------------------|------------------|
| 1. Contract Award | July 7, 2021 |
| 2. Start Job | July 26, 2021 |
| 3. Construction Period (6 Months) | February 4, 2022 |
| 4. Maintenance Period (3 Months) | April 30, 2022 |
| 5. District takes over the park | May 1, 2022 |

Should the contract not be awarded to United Construction, the project schedule would be delayed by a minimum of two to three months.

FISCAL IMPACT

Funding for this project was allocated from the FY 2020-2021 Quimby Funds, RPD 194 (Elacora). The Board allocated \$1,100,000 to the Arneill Ranch Park Renovation in this account. As of June 28, 2021, RPD 194 (Elacora) has a remaining overall balance of \$2,380,182.36. Other notable projects earmarked in this account are the Freedom Park Pickleball Complex (\$1.4M) and the Camarillo Nature Center.

As mentioned above, if the Board elects to award the contract to United Construction, the lowest option will cost \$1,571,185 which is \$471,185 above the project construction cost estimate. The highest option of selecting all the included bid-alts would cost \$2,131,810 which is \$1,031,810 above the construction cost estimate. Since all options go above the allocated project cost in Quimby funding, a Budget Adjustment would be required to account for the additional range of costs, ranging from a minimum of \$471,185 to \$1,031,810.

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 684 and consider the options listed below.

- A. Approve and award the base bid to United Construction & Landscape for \$1,261,900 plus a 15% contingency \$189,285 and architect fees for a Total Cost \$1,571,185.00.

OR

- B. Approve and award the base bid and alternative bids to United Construction & Landscape for \$1,749,400 plus 15% contingency \$262,410 and the architects fee for Total Cost \$2,131,810.

OR

- C. Approve and award the base bid and alternative bid selected by staff to United Construction & Landscape for \$1,453,900, 15% contingency \$218,085 and architect fees for a Total Cost of \$1,791,985.

OR

- D. Reject the only bid received and re-advertise the project. This option would potentially delay the start of project by two or three months.

AND

- E. Approve a MOTION to approve Resolution No. 684, authorizing a budget adjustment of \$471,185 to increase the total Arneill Ranch Park (Fund 30 Quimby Fees, RPD 194-Elacora) renovation project budget not to exceed \$1,571,185 to cover the expected increase in project costs.

STRATEGIC PLAN COMPLIANCE

Meets the 2021 Strategic Plan Goal and Strategy 1.1: Develop sustainable funding sources for Implementation of the Strategic Plan, Deferred Maintenance, Priority Projects, and On-Going Operations: Utility (L.E.D., Water, Turf Mitigation, gas, etc.)

Meets the 2021 Strategic Plan Goal and Strategy 3.1: Renovate and Modernize Existing Parks and Recreational Facilities

Meets the 2021 Strategic Plan Goal and Strategy 3.3: Finalize and Complete the Construction of Phase 1 of Arneill Ranch Park Master Plan.

ATTACHMENTS

- 1) Contract and Specifications (145 pages)
- 2) Bid Abstract (1 page)
- 3) Bid Sheets (3 pages)
- 4) Resolution (1 page)

PLEASANT VALLEY RECREATION AND PARK DISTRICT

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

ARNEILL RANCH PARK RENOVATION PROJECT

SPEC NO. 21-03



www.pvrpd.org • 805-482-1996

**RFP RELEASE DATE:
MAY 10, 2021**

**PROPOSALS DUE:
JUNE 14, 2021 9:00 A.M**

**DELIVER PROPOSALS TO:
ADMINISTRATIVE OFFICE
PLEASANT VALLEY RECREATION
AND PARK DISTRICT**

BID OPENING: JUNE 14, 2021, AT 9:15 A.M.

1605 E. Burnley Street
Camarillo, CA 93010

Phone: (805) 482-1996 / Fax: (805) 482-3468

PLEASANT VALLEY RECREATION & PARK DISTRICT
CALIFORNIA

CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS

FOR THE

ARNEILL RANCH PARK RENOVATION PROJECT

SPEC NO. 21-03

FISCAL YEAR 2020-2021

IN THE CITY OF CAMARILLO, CALIFORNIA

Approved by:

Bob Cerasuolo,
Park Services Manager

PLEASANT VALLEY RECREATION & PARK DISTRICT
ARNEILL RANCH PARK RENOVATION PROJECT

SPEC NO. 21-03

FISCAL YEAR 2020-2021

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**PLEASANT VALLEY RECREATION & PARK DISTRICT
NOTICE INVITING SEALED BIDS**

FOR THE

**ARNEILL RANCH PARK RENOVATION PROJECT
SPEC NO. 21-03**

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, up to the hour of 9:00 a.m. on June 14, 2021 at which time they will be publicly opened and read aloud in the Office of the Pleasant Valley Recreation and Park District, 1605 E. Burnley Ave. Camarillo, CA 93010, for performing the following work:

**ARNEILL RANCH PARK RENOVATION PROJECT
SPEC NO. 21-03**

All in accordance with the plans, specifications, and other contract documents on file in the Parks Department of the Pleasant Valley Recreation & Park District.

The words "**ARNEILL RANCH PARK RENOVATION PROJECT, SPEC NO. 21-03**" shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the Park Services Manager, 1605 E. Burnley Street, Camarillo, CA 93010.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting **May 24, 2021 at 1:00 P.M.**, at the project site, 1301 Sweetwater Ave. Camarillo, CA 93010.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said **ARNEILL RANCH PARK RENOVATION PROJECT**. The work will take place at 1301 Sweetwater Ave Camarillo CA 93010 and Contract Documents, by reference, made a part hereof. **ARNEILL RANCH PARK RENOVATION PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

THE PROJECT MANAGER'S ESTIMATE FOR THIS ARNEILL RANCH PARK RENOVATION PROJECT IS: \$1,158,456.00

COMPLETION OF WORK: All work to be done under this contract shall be completed within **One-Hundred Ninety (190) consecutive working days, plus a 90-day maintenance period to be maintained by the contractor**, on the date stipulated in the written "Notice to Proceed" to be issued by the Project Manager.

PROJECT TIMELINE:

Request for Bid Proposals released,	May 10, 2021	
Mandatory job walk,	May 24, 2021	1:00 pm
Questions in by,	June 7, 2021	10:00 pm
Proposals must be received by,	June 14, 2021	9:00 am
Contract award,	July 7, 2021	
Project start date approx.	July 26, 2021	
Project completion date no later than,	April 30, 2022	

LIQUIDATED DAMAGES: Liquidated damages of \$250/day will apply to this ARNEILL RANCH PARK RENOVATION PROJECT. See Special Provisions for detailed information on liquidated damages.

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District’s website at: <http://www.pvrpd.org/Parks/Capital>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

STATE LABOR STANDARDS & WAGE REQUIREMENTS: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

AWARD OF CONTRACT: Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on

the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the Pleasant Valley Recreation & Park District, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount of **ten percent (10%)** of the amount of bid price, made payable to the Pleasant Valley Recreation & Park District as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **payment bond** (labor and material bond) in the amount of **one hundred percent (100%)** of the total bid price which complies with all of the requirements of Civil Code Section 9554.

RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of "**A**" with a "**C-27**" or "**A**" with a Subcontractor "**C-27**" and a **City of Camarillo business License**. in accordance with provisions of California Business and Professions Code Sections 7000 through 7145 and the contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a local business license.

DISTRICT'S RIGHTS RESERVED: The District reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the Pleasant Valley Recreation & Park District. No bidder may withdraw his or her bid for a period of **sixty (60) days** after the date from the opening thereof.

BID REGISTRATION: Only registered plan holders will be permitted to submit a bid for the ARNEILL RANCH PARK RENOVATION PROJECT. To register to bid on this project, email the Park Services Manager at bobc@pvrrpd.org 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR ARNEILL RANCH PARK RENOVATION PROJECT, SPEC NO. 21-03**

BID QUESTIONS: All bid questions shall be submitted by email to both the **Park Services Manager** at bobc@pvrpd.org and **Architect Lacey Withers** at Lacey@withersandsandgren.com no later than **June 7, 2021, at 10:00 am** for the benefit of all proposed bidders; in advance of bid date for a response.

INSTRUCTIONS TO BIDDERS

BID REGISTRATION: Only registered plan holders will be permitted to submit a bid for the ARNEILL RANCH PARK RENOVATION PROJECT. To register to bid on this project, email Bob Cerasuolo, Park Services Manager, at bobc@pvrrpd.org at least 72 hours prior to bids being due with the following information: Name of company, company address, name of contact, phone number, fax number, and contact's email address. The subject line of the email must state: **BID REGISTRATION FOR ARNEILL RANCH PARK RENOVATION PROJECT, SPEC NO. 21-03.**

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **ARNEILL RANCH PARK RENOVATION PROJECT, SPEC NO. 21-03.** All information requested therein must be clearly and legibly set forth in the manner and form indicated. The District will not consider any bid not meeting these requirements.

DELIVERY OF BIDS: The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his or her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisions attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

WITHDRAWAL OF BID: The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative. **No bid may be withdrawn during the period of sixty days after the opening of bids.**

BID GUARANTY: Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the District and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the District. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the District, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a

unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Project Manager, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on the Arneill Ranch Park Renovation Project.

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation,, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the District consents to the substitution.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

TAXES: No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

RETURN OF BID GUARANTIES: Within **ten (10) days** after award of the contract, the District will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the District written notice of the withdrawal of his or her bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the District on the form agreement provided and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the District may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to

execute the contract, the District may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the District. The work may then be re-advertised.

INSURANCE: Certificates in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement of work.

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to District.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of District, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to District:

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to District providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Arneill Ranch Park Renovation Project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after Arneill Ranch Park Renovation Project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The District, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's risk insurance. Upon commencement of construction and with approval of District, Contractor shall obtain and maintain builder's risk insurance for the entire duration of the Arneill Ranch Park Renovation Project until only the District has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be Contractor and District, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Arneill Ranch Park Renovation Project following transfer of control thereof to District. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the District. The District will act as a fiduciary for all other interests in the Arneill Ranch Park Renovation Project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the Arneill Ranch Park Renovation Project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing 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 Arneill Ranch Park Renovation Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Arneill Ranch Park Renovation Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to District to ensure adequacy of terms and sub limits and shall be submitted to the District prior to commencement of construction.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by District's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this contract. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. District and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance

or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

Separation of insureds. A severability of interest's provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Arneill Ranch Park Renovation Project who is brought onto or involved in the Arneill Ranch Park Renovation Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Arneill Ranch Park Renovation Project will be submitted to District for review.

Agency's right to revise requirements. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the District and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

Timely notice of claims. Contractor shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

BONDS: The required bonds in the amounts required shall be furnished by the Contractor to the District and approved by the District prior to the commencement and throughout the duration of the work.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers.

SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND: All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the District object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the District the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Ventura that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the District to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the District, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, District shall contact the bond company to verify the bond's validity.

EVIDENCE OF RESPONSIBILITY: Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory

evidence showing the bidder's financial resources, his or her construction experience, and his or her organization and plant facilities available for the performance of the contract.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Parks, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request.

SAFETY PERMIT: The Contractor, and not the District, shall be responsible for performing safety inspections for this ARNEILL RANCH PARK RENOVATION PROJECT. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Project Manager prior to commencement of work.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the District. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City of Camarillo.

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

ARNEILL RANCH PARK RENOVATION PROJECT

SPEC NO. 21-03

FISCAL YEAR 2020-2021

PLEASANT VALLEY RECREATION & PARK DISTRICT

BID FOR THE
ARNEILL RANCH PARK RENOVATION PROJECT

SPEC NO. 21-03

TO THE PLEASANT VALLEY RECREATION & PARK DISTRICT:

This Bid is submitted in accordance with the advertised "Notice Inviting Sealed Bids" to perform all work and improvements therein described, and to furnish all labor and materials, equipment, and incident insurance necessary therefor, in accordance with the specifications therefor known as "ARNEILL RANCH PARK RENOVATION PROJECT, SPEC NO. 21-03" which are on file in the office of the Parks of the Pleasant Valley Recreation & Park District.

Definition of Terms (for a complete definition of terms, see Standard Specifications for Public Works Construction, 2015 Edition):

CYCubic yard
EAEach
LFLinear foot
LSLump sum
SFSquare foot
SYSquare yard
TONTon

The undersigned Bidder hereby proposes and agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Parks of the Pleasant Valley Recreation & Park District, duly appointed for said work in the matter of the construction and installation of "ARNEILL RANCH PARK RENOVATION PROJECT, SPEC NO. 21-03", for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate and to be used only for comparison of bids. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The District reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

**PLEASANT VALLEY RECREATION & PARK DISTRICT
ARNEILL RANCH PARK RENOVATION PROJECT
SPEC NO. 21-03**

BID SCHEDULE / SEE TECHNICAL DATA IN THE CONTRACT AND SPEC'S

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES					
2.	Mobilization					
3.	Selective Site Demolition					
4.	Cast-in-Place Concrete / See Plans					
5.	Site Clearing / See Plans					
6.	Excavation and Fill for Utilities / See Plans					
7.	Erosion and Sedimentation Controls/ See Plans					
8.	Asphalt Paving and Repairs / See Plans					
9.	Site Concrete Work / See Plans					
10.	Stabilized Natural Pavement /See Technical Data on Contract					
11.	Irrigation / See Plans for Spec's					
12.	Mainline/ See Plans for Details					
13.	Dripline/ See Plans for detail					
14.	Valves/ See Plans for detail					

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
15.	Controller / See Plans for detail					
16.	Sprinklers / See Plans for detail					
17.	Planting / See Plans					
18.	Landscape Grading / See Plans					
19.	Underground Utilities / See Plans					
20.	Plant Palette / See Plans					
21.	24" Box Trees					
22.	15 Gallon Shrubs					
23.	5 Gallon Shrubs/Plants					
24.	1 Gallon Shrubs/Plants					
25.	Mulch					
26.	Soil Amendment for Hydro-Seeding					
27.	Seeded Turf (inside of track)					
28.						
29.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
ITEM NO.	BID ALT DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	6.00 Lighting					
2.	Conduit 3000 ft and 36 pull boxes					
3.	Pulling Wire					
4.	Light Fixtures (Lighted Bollards)					
5.	Restroom Conduit and Wire					
6.	New Electric Pedestal					
7.	Sec 12 93 00 Site Elements / See Plans					
8.	Benches					
9.	Picnic Tables					
10.	Trash Receptacles					
11.	Exercise Equipment					
12.	Fitness Equipment					
13.						
TOTAL BID AMOUNT IN FIGURES					\$	
TOTAL BID AMOUNT IN WORDS _____						

The grand totals submitted are subject to verification. Grand Total of Lump Sums will be verified and if any discrepancy is found, the verified grand total lump sums will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED _____ AT _____

COMPANY NAME _____

SIGNATURE _____ TITLE _____

(Sole Owner, Partner, Corporate Officer) *

*Person signing must be listed on records of Contractors State License Board or authorized company signatory.

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed by Bidder and Submitted with Bid)

When a Public Works claim is made to the District, the District will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under "Resolution of Construction Claims").

Additionally, in all Public Works claims, which may arise between the Contractor and the District which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under "Resolution of Construction Claims of \$375,000 or Less".) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The bidder's signature is required to verify he/she has reviewed the Code Sections.

Bidder Name

Signature of Bidder

Dated

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we _____
as Principal, hereinafter referred to as "Contractor" and _____
as Surety, are held and firmly bound unto the Pleasant Valley Recreation & Park District,
hereinafter called the "District," in the sum of _____
Dollars (\$ _____), for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. The conditions of
this obligation are such that whereas the Contractor submitted to the District a certain Bid, attached
hereto and hereby made a part hereof, to enter into a contract in writing for the _____
and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW, THEREFORE, if said Bid shall be rejected; or in the alternate, if said Bid is accepted, and
the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement, (ii)
delivers certificates evidencing that the required insurance is in effect, (iii) executes and delivers
Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects performs
the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise
this obligation shall remain in full force and effect, it being expressly understood and agreed that
the liability of the Surety for any and all default of the Contractor hereunder shall be the amount
of this obligation as herein stated. In the event suit is brought upon this bond by District and
judgment is recovered, Surety shall pay all costs incurred by District in said suit, including a
reasonable attorney's fee to be fixed by the court.

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their
several seals this ____ day of _____, 2021, the name and corporate seal of
each corporate party being hereto affixed, and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

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

The total amount of premium charged is \$ _____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

(1) Address: _____

(2) Telephone: _____

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

(4) Contractor's State License Classification _____ Expiration date _____

(5) Corporate organized under the laws of the State of: _____

(6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.

(7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

(8) Number of years of experience as a Contractor in construction work. _____

(9) List at least Three (3) completed parks within the last Five (5) years.

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

Contract Amount	Class of Work	Date Completed	Name, Contact, Address and Telephone No. of Client
\$ _____	_____	_____	_____

(10) List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection: _____

(11) If requested by the District, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the Arneill Ranch Park Renovation Project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the ARNEILL RANCH PARK RENOVATION PROJECT.

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories? Yes () No ()

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()

E. If the answer to "D" is "Yes", please explain the following details:

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

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:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title Name of Firm

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the Pleasant Valley Recreation & Park District.

Contractor's State License Number and Classification

License Expiration Date

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

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

The undersigned declares:

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

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

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

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

AGREEMENT

THIS AGREEMENT made and entered into by and between the **PLEASANT VALLEY RECREATION & PARK DISTRICT, CALIFORNIA**, hereinafter referred to as the "**District**" and _____ hereinafter referred to as the "**Contractor**".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said District, said Contractor agrees with said District to construct the work under the District's specification entitled "ARNEILL RANCH PARK RENOVATION PROJECT, SPEC NO. 21-03" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his or her own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said District, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said District, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Project Manager, said District will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **One-Hundred Ninety (190) consecutive working days, plus a 90-day maintenance period to be maintained by the contractor**, beginning on the date stipulated in the written Notice to Proceed issued by the Project Manager. Any changes in time and/or price are to be submitted to the District Project Manager, in writing, within 3 days of the occurrence giving rise to the request and shall request a formal decision from the District within 3 days and shall include data supporting the request.

ARTICLE IV: The District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the District, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges the provisions of Labor Code Section 1860 requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies that it is in compliance with such provisions.

ARTICLE VII: The Contractor shall supply the District with Certificates evidencing all required insurance policies as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor certifies that he or she is aware of the provisions of Public Contract Code Section 6109 and that any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

ARTICLE IX: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>) and the contractor shall post all required job site notices. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor agrees that eight hours' labor constitutes a legal day's work.

The Contractor hereby agrees that the Contractor, and any subcontractor under the Contractor, shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the District, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly. The Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records.

The prevailing rate of per diem wages are on file at the Pleasant Valley Recreation & Park District, Department of Public Works, 1605 E. Burnley Street, Camarillo, CA 93010, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing

rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

Contractor and any subcontractor under the Contractor must comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 regarding the employment of apprentices.

ARTICLE X: The Contractor hereby agrees to indemnify and defend the District, its officers, agents, and employees against, and to hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with this Agreement, the construction of the project, any alleged breach or breach of any provision set forth in this Agreement or the plans or specifications for the project, design defects, any alleged violation or violation of any federal, state, or local, law, ordinance, statute, rule, regulation, or order, any failure or alleged failure to secure any applicable regulatory permit, license, or agreement, and the errors and omissions, willful misconduct, or negligence, whether said negligence is concurrent, active or passive, of the Contractor, its officers, agents, employees, or any other persons, except that the Contractor shall not be required to indemnify, defend, and hold harmless the District, its officers, agents, and employees against Claims or Liabilities caused by the negligence or willful misconduct or active negligence of the District, its officers, agents, or employees.

ARTICLE XI: The District, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the District to secure performance under a contract. The District hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XII: In the performance of this agreement, the Contractor shall not engage in, nor permit others he or she may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XIII: Contractor will be compensated for any utility relocation required as part of the project which is not shown on the plans and Contractor will not be assessed liquidated damages for any delays caused by the District's or a public utility's failure to provide for removal or relocation of utility facilities.

ARTICLE XIV: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the District to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for audit purposes to the District or any authorized representative and will be retained for 3 years after the expiration of this contract unless permission to destroy them is granted by the District.

ARTICLE XV: No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE XVII: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

ARTICLE XVIII: District will timely notify Contractor of any third-party claim received by the District relating to this Agreement.

[Signatures on next page]

**DISTRICT: PLEASANT
VALLEY RECREATION &
PARK DISTRICT, CALIFORNIA**

Dated _____, 2021

By: _____

Chair of the Board

ATTEST:

Board Secretary

Dated _____, 2021

CONTRACTOR: _____

By: _____

AUTHORIZED REPRESENTATIVE

TITLE

By: _____

AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Principal"), a Contract for the work entitled and described as follows **ARNEILL RANCH PARK RENOVATION PROJECT, SPEC NO. 21-03;**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of _____ (\$ _____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this __ day of _____, 2021.

<p>_____ PRINCIPAL</p> <p>Address of Surety: _____</p>	<p>_____ SURETY</p> <p>_____</p> <p>_____</p> <p>CITY STATE ZIP</p> <p>_____</p> <p>TELEPHONE</p>
<p>BY: _____</p> <p style="text-align: center;">(PRINCIPAL SEAL)</p>	<p>BY: _____</p> <p style="text-align: center;">(PRINCIPAL SEAL)</p>

**LABOR AND MATERIAL BOND
(PAYMENT BOND)**

WHEREAS, the PLEASANT VALLEY RECREATION & PARK DISTRICT, ("District"), has awarded to _____, as Contractor ("Contractor"), a Contract for the work entitled and described as follows:

ARNEILL RANCH PARK RENOVATION PROJECT

SPEC NO. 21-03

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the District in the sum of _____ (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the District in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the District or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the

work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ **CONTRACTOR** _____ **SURETY**

ADDRESS OF SURETY

CITY STATE ZIP

TELEPHONE

BY: _____
(CONTRACTOR SEAL)

BY: _____
(CONTRACTOR SEAL)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site."

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE PLEASANT VALLEY RECREATION & PARK DISTRICT WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS ARNEILL RANCH PARK RENOVATION PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

PLEASANT VALLEY RECREATION & PARK DISTRICT

GENERAL PROVISIONS

SCOPE OF WORK: This project will commence within the Pleasant Valley Recreation & Park District. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents. The general items of work are provided by Plans, Specifications and Contract Documents.

LOCATION OF WORK: The work will take place at 1301 Sweetwater Ave, in Camarillo, California

STANDARD SPECIFICATIONS: The Standard Specifications of the District are contained in the 2015 Edition of the Standard Specifications for Public Works Construction, with amendments and supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081; telephone (760) 734-1113.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the District to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

MONIES MAY BE RETAINED: The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Project Manager, incurred by the District, for which the Contractor is liable under the contract.

SALES AND/OR TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

ALLOWABLE VARIATION: When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the District or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

EMERGENCY INFORMATION: The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Parks Department, the District Fire Department, and the County Sheriff's Department prior to beginning work.

EMPLOYMENT OF APPRENTICES: The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. The Contractor, and any subcontractor under the Contractor, shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

PENALTIES FOR DISCRIMINATION IN EMPLOYMENT: Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the District shall be found in material breach of such contract and the District shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

The Contractor shall enclose with his or her bid a Compliance Report stating that he or she will pursue an affirmative course of action as required by the affirmative action guidelines.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake

or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PAYROLL RECORDS: The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his or her subcontractors.

(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the

Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

ASSIGNMENT OF ANTITRUST ACTIONS: The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his or her subcontractors:

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

CONSTRUCTION SCHEDULES: Prior to issuing the “Notice to Proceed”, the Project Manager will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Project Manager, at the time of the preconstruction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Project Manager within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Project Manager will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 7:00 PM on all workdays as defined in Section 6-7.2 (S.S.P.W.C.).

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the District prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the District.

SPECIAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

ARNEILL RANCH PARK RENOVATION PROJECT

SPEC NO. 21-03

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" 2015 edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Notice Inviting Sealed Bids
- (2) Instructions to Bidders
- (3) Bid
- (4) Bid Bond
- (5) Information Required of Bidder
- (6) Agreement
- (7) Faithful Performance Bond
- (8) Payment Bond (Labor and Material Bond)

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) District – The Pleasant Valley Recreation & Park District
- (2) Board - The District's governing board
- (3) Project Manager – The District's Parks Manager, acting either directly or through authorized agents. Also referred to herein as District Project Manager.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. SCOPE AND CONTROL OF THE WORK:

PROJECT PLANS: The location of the work, its general nature, extent, form and detail of the various features are shown on drawings accompanying and made a part of these specifications.

2.5 PLANS AND SPECIFICATIONS

2-5.1 General. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Project Manager. Final payment will not be made until this requirement is met.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Record Drawings:

2-5.4 Record Drawings.

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned locations of all buried facilities, such as drains, sumps, pipe, valves, electrical conduits, and irrigation wires.

Dimensions must be taken from above ground permanent architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawings shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

D. COMPLETION OF WORK:

(1) All work to be done under this contract shall be completed within One Hundred Ninety (190) **consecutive working days, plus a 90 day maintenance period to be maintained by the contractor**, beginning on the date stipulated in the written "Notice to Proceed" issued by the Project Manager.

(2) In the event that the Project Manager is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Project Manager the Contractor shall have completely performed the contract on his or her part, the Project Manager shall notify the District that the contract has been completed in its entirety. He or she shall request that the District accept the work and that the District of the Board be authorized to file, on behalf of the District, in the office of the Ventura County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Project Manager for approval a written statement of the final quantities of contract items

for inclusion in the final invoice. Upon receipt of such statement, the Project Manager shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Project Manager's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. District will pay this invoice less any amounts District is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Ventura County Recorder, the District shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts, and shall release the faithful performance bond and the labor and material bond once all applicable disputes have been resolved. The District will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

F. RETENTION: The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

G. SUBSTITUTION OF SECURITIES FOR RETENTION: Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the District.

H. NO PERSONAL LIABILITY: No agent of the Pleasant Valley Recreation & Park District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or completion of this contract or that they have agreed to do so, shall file with the District a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

J. ADDITIONAL SURETY: If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Project Manager are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Project Manager within fifteen (15) days after notice and, in default thereof, the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

K. NOISE CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 7:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the District Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

L. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the District has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

M. PAYMENTS: Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

N. LEGAL ACTIONS AGAINST THE DISTRICT: In the event litigation is brought against the District concerning compliance by the District with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the District prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the District is prohibited from requiring the Contractor to perform all or any portion of the work, the District may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the District from requiring the Contractor to perform all or any portion of the work, the District will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Project Manager will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Project Manager, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Project Manager deems necessary to secure the for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts of orders are not to be further performed unless otherwise authorized in writing by the Project Manager.

[6] Provide the Project Manager with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Project Manager may request.

[7] Dispose of materials not yet used in the work as directed by Project Manager. It shall be the Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Project Manager, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Project Manager, the Contractor shall assign to the District all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Project Manager with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Project Manager may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the District for use in the work and unused, shall terminate when the Project Manager certifies that such materials have been stored in the manner and at the locations he or she has directed.

[2] The Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the District.

[3] When the Project Manager determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he or she will recommend that the Project Manager formally accept the contract, and immediately upon and after such

acceptance by the Project Manager, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the by the Project Manager.

(c) The total compensation to be paid to the Contractor shall be determined by the Project Manager on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Project Manager, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Project Manager that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the District, or otherwise disposed of as directed by the Project Manager.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Project Manager, the Project Manager may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in

excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

O. TRENCHING: In accordance with Section 6705 of the California Labor Code,

“No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the Contractor and acceptance by the awarding body or by a registered civil or structural Project Manager employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural Project Manager.

“Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

“Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees”

“The terms "public works" and "awarding body," as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.”

In addition, pursuant to Public Contracts Code § 7104, if the project involves digging trenches or other excavations that extend deeper than four feet below the surface:

“(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

“(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

“(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

“(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

“(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

“(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor’s cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.”

Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

P. CHANGES IN WORK:

The following is hereby added to Section 3-3.2.3 Mark-up:

“Contractor shall only apply the following mark-up: Pursuant to subsections 3-3.2.3.1 Work by the Contractor and 3-3.2.3.2 Work by the Subcontractor the Contractor’s total mark-up is not to exceed 12%.

Q. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the District’s Board, the Contractor shall, at his or her own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Project Manager. If the Contractor fails to make such repair and replacement promptly, the Project Manager may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If, in the opinion of the Project Manager, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the District or to prevent interruption of operations of the District, the District will

attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Project Manager's request for correction within a reasonable time as determined by the Project Manager, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Project Manager in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Project Manager prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the District will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Project Manager may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing, as set forth in the Instructions to Bidders.

R. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the Contractor shall pay to the District, or the District may deduct from any payments due or to become due to Contractor, the sum of \$250.

Execution of the contract under these specifications shall constitute agreement by the District and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

S. CONFERENCES AND MEETING: When and as directed by the Project Manager, the Contractor shall attend all conferences and meetings that the Project Manager deems necessary for the proper progress of work under this contract.

T. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

U. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (A) “Public entity” shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a

written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) (1) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
 - (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
 - (g) This section applies to contracts entered into on or after January 1, 2017.
 - (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
 - (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later statute, that is enacted before January 1, 2020, deletes or extends that date."

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:

“20104. Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.”

“20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

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

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties.

If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.”

W. WORKING HOUR RESTRICTIONS: Eight hours' labor is a legal day's work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the District forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

X. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the District and by the State Auditor, at the request of the District or as part of any audit of the District, for a period of three years after final payment under the Agreement.

Y. DELAYS AND EXTENSIONS OF TIME

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Project Manager in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

Z. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the ARNEILL RANCH PARK RENOVATION PROJECT area which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, grass, etc.) which are damaged or removed as a result of his or her operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged, or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefore.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Part 6 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one-week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Project Manager may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense.

Should the Project Manager point out the inadequacy of warning and protective measures, such action on the part of the Project Manager shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the District. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Project Manager with local emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Project Manager.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or her or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Project Manager. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Project Manager. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed

therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Project Manager, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the ARNEILL RANCH PARK RENOVATION PROJECT, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities.

E. DELAYS: The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his or her work to this effect.

All notification of utility companies shall be by the Project Manager based on Contractor's request as submitted to the Project Manager at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

"The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

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

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 7:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the District Project Manager.

In the event work is allowed by the Project Manager outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Project Manager as a matter of public safety or to otherwise ensure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Project Manager and must be free of objectionable material. The Contractor must submit to the Project Manager for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor.

No equipment or material used for staging shall be allowed to be stored on any District property or city streets during non-work time unless approved by the District. If the contractor is approved by the District to store equipment and/or material onsite the contractor will install and maintain a 6-foot fence around the Work Area for improved safety and security. The fence must be locked when personnel for contractor are not present. Signs shall be posted and maintained on each side of the perimeter of the fencing to warn the public of safety risks and prohibiting trespassing. If an offsite location is chosen and if such location is used, it shall be submitted in writing and approved by the District Project Manager. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Project Manager, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Project Manager, or his or her authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the District for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the District designated by the Project Manager. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Project Manager or his or her authorized agent forty-eight (48) hours in advance when he or she will require inspection for either material or work to be done.

The inspection of the work shall not relieve the Contractor of any of his or her obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Project Manager or his or her authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE DISTRICT: The District shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, Portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 50% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. **RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE DISTRICT ON A MONTHLY BASIS.**

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Parks Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 50%), three percent (3%) of the approved contract amount will be forfeited to the District by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Project Manager.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot-wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Project Manager. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Project Manager.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Project Manager.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and

holidays. Any corrective work required to be done by District forces shall be back charged to the Contractor based on the actual costs, plus District overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Project Manager for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

APPENDIX A

TECHNICAL PROVISIONS

PLEASANT VALLEY RECREATION & PARK DISTRICT

ARNEILL RANCH PARK PHASE 1

SPEC NO. 21-03

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GENERAL REQUIREMENTS

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<u>DIVISION 12:</u> 12 9300	<u>FURNISHINGS</u> Site Elements
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SOILS REPORT

Wallace Laboratories, dated April 1, 2021

**SECTION 02 4100
SELECTIVE SITE DEMOLITION**

PART 1: GENERAL

1.1 SCOPE

- A. Clearing and removal as indicated on the drawings and specified herein including but not limited to the following:
 - 1. Protection of existing elements and landscape to remain
 - 2. Temporary partitions and barricades
 - 3. Removal of items noted on plans
- B. Provide the District with a temporary fencing as needed, existing tree protection plan, and temporary tree irrigation plan for approval prior to the start of demolition.
- C. Related work specified elsewhere:
 - 1. Earthwork (general)
 - 2. Grading
 - 3. Planting Irrigation
 - 4. Landscape Planting
 - 5. Electrical

1.2 REFERENCE STANDARDS

- A. "Standard Specifications for Public Works Construction", latest edition and amendments thereof.
- B. Industrial Safety Orders of the State of California, Division of Industrial Safety.

1.3 GENERAL PROVISIONS

- A. Field conditions: Take into consideration as necessary work all obvious existing conditions and installations on the site as though they were completely shown or described. Accept the site of the work as it exists and clear obstructions to the work shown.
- B. Examine the site and all conditions and limitations thereon and thereabouts. Take into account all such existing conditions and limitations whether or not the same are specifically shown or mentioned in any of the contract documents and include whatever is needed to complete the work in every part as shown, described, or reasonably required or implied to attain the completed condition contemplated by the contract.
- C. Include the reworking of abutting surfaces as required to make new work join and match existing surfaces to remain.
- D. Reference drawings may not accurately depict placement of utilities such as water, gas, waste, irrigation, vents, vaults and boxes, and electrical wire conduits on site. Contractor is responsible for any damage done to the existing utilities and damage shall be repaired at the Contractor's expense. Contractor to notify the District representative 24 hours in advance to inspect and approve any repairs prior to backfilling.
- E. Limits of the Work: The indicated items of demolition are not to be construed by the Contractor as a complete list of all the demolition work, but as a guide to the main areas of work involved. Other demolition shall be carried out by the Contractor, at the direction of the District representative, where it is required to complete the project and carry out the intent of the Contract Documents.
- F. Dust control:
 - a. Use all means necessary to prevent spread of dust during performance of work. Thoroughly allay dust at all times.
 - b. Use of reclaimed water shall conform to requirements and guidelines of governing health authorities and be specifically approved by District Representative.
- G. Burning on-site: Not permitted.

1.4 PROTECTION

- A. Barricades: Furnish and install a minimum 6' high construction fence to protect public and workmen. Fence shall enclose entire construction area and shall be left in place until removed by contractor after completion of construction. Allow horse owners access to horses throughout construction.
- B. Warning Signs: Adequate warning signs, lanterns, lighting, etc. for vehicular and personnel protection shall be provided and maintained during the period of work as required by applicable safety ordinances.
- C. Utilities: preserve in operating condition, unless otherwise noted, all active utilities traversing project site. Repair damage to such utilities caused by work under this contract to satisfaction of owning utility company or agency.
- D. Existing work to remain: Provide such forms of protection as may be necessary to prevent damage to existing work and items to remain.

1.5 SITE UTILIZATION

- A. Confining of activities: Confine operations to areas approved by the District.
- B. Traffic and site entry: Confine equipment and employee traffic pattern to designated entry or exit gates as directed by the District Representative.
- C. Storage area: Equipment and materials shall be stored on the site or in a secured storage area as designated by the District Representative.

PART 2: PRODUCTS

2.1 MATERIALS

- A. As necessary for the proper completion of this work.

PART 3: EXECUTION

3.1 GENERAL

- A. Verify all items and extent of removal of all items indicated for removal with the District representative.

3.2 METHODS

- A. Within the limits of the construction area, on-site and off-site, clear and remove from the premises all trees specifically indicated for removal per plan, grass, brush, decayed vegetable matter, trunks, large roots, asphalt concrete and concrete pavements, concrete footings and slabs, gravels, metals, steel pipes and sheeting and all other material indicated for removal on plans.
- B. Refill depressions excavated below grade for the removal of objectionable materials with suitable materials compacted to a relative density of 90% or more in accordance with ASTM D1557-70.
- C. Concrete and bituminous surfacing to be removed shall be removed to the limits indicated or required, and shall be disposed of off the site. All cutting shall be done to a neat and even line with proper tools or a concrete cutting saw. Any concrete broken beyond the indicated limits shall be removed to the nearest joint or score line and then replaced with new concrete to match the existing at the Contractor's expense.
- D. Crushed Concrete:
 - 1. Break up and completely remove all existing concrete surfacing, curbs, gutters, walks and bituminous surfacing indicated to be removed. The Contractor shall haul the material and disposing of it off the site. Crushed materials may not be incorporated in fill areas.
- E. Tree Removal:
 - 1. Within working limits of this contract remove all trees indicated by symbol or noted on plans to be removed. Remove trees, together with the bulk of roots, to a minimum depth of 4' - 0" below

existing grade and within a radius of 7'-0" beyond perimeter of trunk at ground line. Tree removal shall be the first work performed upon job start.

2. Holes resulting from tree removal shall be filled and compacted with clean earth to the required density as specified for filling under sections "Grading" and "Earthwork for Structures". Filling shall not be done until holes have been approved by the District representative.

F. Fencing:

1. Existing fences which are to remain may be removed to facilitate the work provided they are reinstalled to their original condition. Provide new concrete footings and repair or replace all damaged fence parts.
2. Existing fencing indicated to be removed and not reinstalled shall be completely removed, including footings, and disposed of off the site. If recycling of chain link fence is not desired by said agency, contractor is to remove, haul off site and dispose.
3. Chain link fencing indicated to be relocated, reset, or newly installed shall be installed in accordance with applicable requirements.

C. Protect benchmarks, survey control points, existing light poles and signs, and existing utilities and/or structures from damage or displacement.

D. Electrical Utilities:

1. Remove all existing pull boxes, electrical outlets, light poles, and fixtures including footings, flex conduit, switches and sub-panels.
2. Remove all electrical wiring back to the main meter location.

3.4 SALVAGE

- A. All materials removed shall become the property of Contractor to dispose of or salvage, with the exception of items designated on Drawings to be subsequently reinstalled or returned to District or items "tagged" as salvage for return to District and not previously removed by District.
- B. Identify (tag or similarly mark indelibly in an inconspicuous location) each salvage item, including detached component parts, with an extensive description of salvage item or component part's use, installed location, date of removal, and similar pertinent information as may be required for reinstallation or future reference by District. For salvage items not reinstalled in the Work, box, package or otherwise protect, and transport to District-designated locations.
- C. Dispose of all materials.
- D. Do not sell salvage materials to the general public at job site. This shall not preclude sale to and removal from job site of salvage materials to duly licensed salvage companies.
- E. Temporarily store removed materials for subsequent reinstallation at confined areas designated by District Representative. Carefully handle removed materials to prevent damage to areas outside immediate locations of the Work.

3.5 GRUBBING

- A. Limits of grubbing: As specified for clearing.
- B. Remove tree stumps and root systems completely, unless removal damages roots of plants to remain. Refer to Division 31 Section "Excavation and Fill for Utilities" for protection of existing plants to remain.
- C. For vegetation other than trees, remove stumps, roots, and matted roots to depths specified below:
 - a. Under footings: 18 inches.
 - b. Under walks: 12 inches.
 - c. Under roads: 18 inches.
 - d. Under parking areas: 12 inches.
 - e. Under planting areas: 12 inches.
 - f. Under fills: 8 inches.

g. Where footings, roads, walks, and other construction is on fill, the greater depth applies.

3.6 CLEAN-UP

A. Site: all debris resulting from the work of this section, together with all tools, equipment, and appliances used shall be completely removed from the site upon completion of the work.

- END OF SECTION -

**SECTION 03 3000
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 SUMMARY

- A. Provisions of Division 01 apply to this section
- B. Section Includes:
 - 1. Cast-in-place concrete placement and finishing.
- C. Related Sections:
 - 1. Site Concrete Work

1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating locations of cast-in-place concrete Work and accessory items, if any. Include details and locations of reinforcing, embedded items, and interfacing with other Work.
- B. Product Data:
 - 1. Mix Design: Submit a concrete mix design for each mix that will be provided for the Work. Include water/ cement ratio, size of coarse aggregate and amount of any admixture. Predict minimum compressive strength, maximum slump and air content percentage.
 - 2. Manufacturer of ready-mixed concrete shall deliver to the Inspector Of Record a certificate with each mixer truck. Certificate shall bear the signature of representative of the testing laboratory, and shall state quantity of cement, water, fine and coarse aggregate and admixtures.
- C. Material Samples: Submit Samples illustrating concrete finishes, minimum 12 inches x 12 inches in size.
 - 1. Certificates: Submit a notarized certificate that each of following conforms to standards indicated:
 - 2. Aggregates – ASTM Standards C33
 - 3. Admixtures - ASTM Standards C260
 - 4. Curing materials - ASTM Standards C171

1.03 QUALITY ASSURANCE

- A. Comply with the following as a minimum requirement.
- B. American Concrete Institute (ACI) Publication:
 - 1. ACI 211 - Recommended Practice for Selecting Proportions of Concrete.
 - 2. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
 - 3. ACI 305 - Recommended Practice for Hot Weather Concreting.
 - 4. ACI 306 - Recommended Practice for Cold Weather Concreting.

5. ACI 308 - Recommended Practice for Curing Concrete.
6. ACI 309 - Recommended Practice for Consolidation of Concrete.

C. American Society for Testing and Materials (ASTM) Standards:

1. ASTM A 185 - Welded Steel Wire Fabric For Concrete Reinforcement.
 2. ASTM C 31 - Making and Curing Concrete Test Specimens in the Field.
 3. ASTM C 33 - Concrete Aggregates.
 4. ASTM C 39 - Compressive Strength of Cylindrical Concrete Specimens.
 5. ASTM C 88 - Soundness of Aggregates by use of Sulphate or Magnesium Sulphate.
 6. ASTM C 94 - Ready-Mixed Concrete.
 7. ASTM C 143 - Slump of Hydraulic Cement Concrete.
 8. ASTM C 150 - Portland Cement.
 9. ASTM C 171 - Sheet Materials for Curing Concrete.
 10. ASTM C 172 - Sampling Freshly Mixed Concrete.
 11. ASTM C 173 - Air Content of Freshly Mixed Concrete by the Volumetric Method.
 12. ASTM C 227 - Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method).
 13. ASTM C 231 - Air Content of Freshly Mixed Concrete by the Pressure Method.
 14. ASTM C 260 - Air-Entraining Admixtures for Concrete.
 15. ASTM C 289 - Potential Reactivity of Aggregates (Chemical Method).
 16. ASTM D 1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- D. Continuous inspection shall be provided at the batch plant and for transit-mixed concrete to run check sieve analysis of aggregate, check moisture content of fine aggregate, check design of mix, check cement being used with test reports, check loading of mixer trucks, and certify to quantities of materials placed in each mixer truck.
- E. Inspection shall be performed by a representative of a testing laboratory selected by the Owner. Owner will pay for inspection costs. Notify the laboratory 24 hours in advance of time concrete is to be mixed. Notify the laboratory of postponement or cancellation of mixing within at least 24 hours of scheduling time.
- F. Continuous batch plant inspection requirement may be waived in accordance with CBC section 1929 A. 5. Waiver shall be in writing.
- G. Strength Test of Concrete: Refer to Section 01420: Testing and Inspection.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Mixing and Placing Concrete: Refer to Section 01420: Testing and Inspection.

- B. Ready-mix concrete shall be mixed and delivered in accordance with ASTM C 94 and CBC Standard 19-3 and 19-4. Each batch of concrete delivered to the Project site shall be accompanied by a time slip bearing departure time and signature of batch plant supervisor. Concrete shall be placed within 90 minutes after start of mixing.
- C. Store cement and aggregate materials so as to prevent their deterioration or intrusion by foreign matter. Deteriorated or contaminated materials shall not be furnished.

1.05 JOB CONDITIONS

A. Cold Weather Requirements:

- 1. Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near-freezing weather. Surfaces, in which concrete is to come in contact with, shall be free from frost or ice. No frozen materials or materials containing ice shall be furnished.
- 2. When placing concrete during freezing or near-freezing weather the mix shall have a temperature of at least 50 degrees F., but not more than 90 degrees F. when cement is added. Concrete shall be maintained at a temperature of at least 50 degrees F. for at least 72 hours after placing or until it has thoroughly hydrated. When necessary, concrete materials shall be heated before mixing. Special precautions shall be provided for protection of transit-mixed concrete.

B. Hot Weather Requirements:

- 1. During hot weather, proper attention shall be provided for ingredients, production methods, handling, placing, protection and curing, to prevent excessive concrete temperatures or water evaporation which could impair required strength or durability.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Ready-Mixed Concrete: Mix and deliver in accordance with requirements of CBC Chapter 1905A.
- B. Strength of Concrete: Concrete, unless otherwise indicated or specified, shall be provided with a minimum ultimate 28-day strength of 2500 psi (f'c). For high-early-strength concrete, age for reaching the f'c shall be as indicated on Drawings.

2.02 MATERIALS

- C. Cement: ASTM C 150. Furnished cement shall be as selected and reviewed for concrete proportioning.
- D. Aggregates: Aggregates shall conform to ASTM C 33 and C 227 except as modified herein. Any suitable individual grading of coarse aggregate may be furnished, provided Grading of Combined Aggregate indicated in following table is obtained. Refer to Section 01420: Testing and Inspection.

E.

Sieve Number or Size in Inches	GRADING OF COMBINED AGGREGATE		
	1-1/2" Maximum	1" Maximum	3/4" Maximum
Passing a 2"	-----	-----	-----
Passing a 1-1/2"	95-100	-----	-----
Passing a 1"	70-90	90-100	-----
Passing a 3/4"	50-80	70-95	90-100
Passing a 3/8"	40-60	45-70	55-75
Passing a No. 4	35-55	35-55	40-60
Passing a No. 8	25-40	27-45	30-46
Passing a No. 16	16-34	20-38	23-40
Passing a No. 30	12-25	12-27	13-28
Passing a No. 50	2-12	5-15	5-15
Passing a No. 100	0-3	0-5	0-5

F. Water: Water shall be potable and free from deleterious matter.

G. Admixtures: CBC Chapter 19A, Section 1903A.6, Type A or D.

H. Expansion Joint Fillers: Preformed strips, non-extruding and resilient bituminous type, of thickness indicated, conforming to ASTM D 1751.

I. Curing Paper and Liquid Curing Compounds:

1. Curing Paper: A standard brand conforming to ASTM C 171, Type 1 - Regular, Kure-N-Seal.
2. Liquid Curing Compounds: A standard brand, clear liquid conforming to ASTM C 309, Master Builders, Grace, Antihydro.

J. Abrasive Aggregate: Norton Alundum, Union Carbide Carborundum, or equal, graded #12 through #30 sizes, color as selected by Architect.

K. Underlayment: Latex underlayment for filling low spots in concrete shall be Tile-Tex by Flintkote Co., Webtex #60 or Fixallatex by Dowman Products Co.

PART 3 - EXECUTION

3.01 GENERAL

- A. Time of Placing: Do not place concrete until reinforcement, conduits, outlet boxes, anchors, hangers, sleeves, bolts, and other embedded materials are securely fastened in place. Contact the District and IOR at least 24 hours before placing concrete; do not place concrete until inspected by the District and IOR.
- B. Pouring Record: A record shall be kept on the Project site of time and date of placing concrete in each portion of structure. Such record shall be maintained on the Project site until Substantial Completion and shall be available for examination by the Architect, IOR and District.

3.02 PREPARATION

- A. Screeds: Install screeds accurately and maintain at required grade or slab elevations after steel reinforcement has been installed, but before starting to place concrete. Install screeds adjacent to walls and in parallel rows not to exceed 8 feet on centers.

3.03 INSTALLATION

A. Conveying and Placing:

1. Concrete shall be placed only under direct observation of the IOR. Do not place concrete outside of regular working hours, unless the IOR has been notified at least 48 hours in advance.
2. Concrete shall be conveyed from mixer to location of final placement by methods, which will prevent separation or loss of materials.
3. Concrete shall be placed as nearly as practicable to its final position to avoid segregation due to re-handling or flowing. No concrete that has partially hydrated or has been contaminated by foreign materials shall be placed, nor shall re-tempered concrete or concrete which has been remixed after initial set be placed.
4. Concrete shall be thoroughly consolidated during placement, and shall be worked around reinforcement and embedded fixtures with mechanical vibrators.
5. Where conditions make consolidation difficult, or where reinforcement is congested, batches of mortar containing same proportions of cement, sand, and water as provided in the concrete, shall first be deposited in the forms to a depth of at least one inch.

B. Compaction and Screeding:

1. Tamp freshly placed concrete with a heavy tamper until at least 3/8 inch of mortar is brought to surface. Concrete shall then be tamped with a light tamper and screeded with a heavy straightedge until depressions and irregularities are eliminated, and surface is true to finish grades or elevations. Remove excess water and debris.
2. Where slabs are to receive separate cement finish or mortar setting bed, continued tamping to raise mortar to surface is not performed. Laitance shall be removed by brushing with a stiff brush or by light sandblasting to expose clean top surface of coarse aggregate.

C. Floating and Troweling:

1. When concrete has hydrated sufficiently, it shall be floated to a compact and smooth surface. After floating, wait until concrete has reached proper consistency before troweling. Top surfaces shall receive at least 2 troweling operations with steel hand trowel. Prior to and during final troweling, apply a fine mist of water frequently with an atomizing type fog sprayer. Omit troweling for slabs to receive a separate cement finish.
2. Exterior Paving and Cement Walks: Finish as specified above, except surface shall be given a non-slip broom finish to match Sample reviewed by the Architect.

D. Curing:

1. Concrete shall be maintained above 50 degrees F and in a moist condition for 7 days after placing, except that high early strength concrete shall be maintained in a moist condition for 3 days.
2. Forms containing concrete, top of concrete between forms, and exposed concrete surfaces after removal of forms shall be maintained in a thoroughly wet condition for at least 7 consecutive days after placing.
3. If weather is hot or surface has dried out, spray surface of concrete slabs and paving with fine mist of water, starting not later than 2 hours after final troweling and continuing until sunset. Surface of finish shall be kept continuously wet until curing medium has been installed.

E. Filling, Leveling and Patching:

1. Holes resulting from form ties or sleeve nuts shall be solidly packed, through exterior walls, by pressure grouting with cement grout, as specified. Grouted holes on exposed surfaces shall be screeded flush and finished to match adjoining surfaces.

F. Cement Base:

1. Cement base shall be of the height, thickness, and shape detailed. Base shall be reinforced with one inch mesh, 18 gage, zinc-coated wire fabric. Base finish mixture shall be one part Portland cement, 2 parts of fine aggregate and one part pea gravel. Colored cement base shall include a chemically inert mineral oxide pigment in the mix.

3.04 FINISHING

- A. Soda and Acid Wash: Concrete surfaces to receive plaster, paint or other finish, and which have been formed by oil coated forms, shall be scrubbed with a solution of 1-1/2 pounds of caustic soda to one gallon of water. Surfaces where smooth wood or waste molds have been furnished shall be scrubbed with a solution of 20 percent muriatic acid. Wash with clean water after scrubbing.
- B. Sacking: Exposed concrete curbs, walls, and other surfaces shall be sacked by an application of Portland cement grout, floated, and rubbed. Sacking shall not be performed until patching and filling of holes has been completed. Entire sacking operation for any continuous area shall be started and completed within the same day.
 1. Mix one part Portland cement and 1-1/2 parts fine sand with sufficient water to produce a grout having consistency of thick paint. Wet surface of concrete sufficiently to prevent absorption of water from grout. Apply grout uniformly with a brush or spray gun, then immediately float surface with a cork or other suitable float, scouring wall vigorously.
 2. While grout is still plastic, finish surface with a sponge-rubber float, removing excess grout. Allow surface to dry thoroughly, then rub vigorously with dry burlap to completely remove dried grout. No visible film or grout shall remain after rubbing with burlap.
- C. Sandblasting: Exterior concrete surfaces to receive stucco dash coat finish, where plywood or other smooth forms have been furnished, shall be uniformly sand-blasted with sharp quartz sand under sufficient air pressure to remove dirt, form oil and other foreign materials, and roughen surface to provide a proper bond. Such surfaces shall be thoroughly washed with clean water after sandblasting.
- D. Abrasive: Concrete stair treads, landings, ramps and steps on interior and exterior of buildings, and interior exposed concrete floors in shop buildings shall receive an abrasive finish. Abrasive grains in amount of 30 pounds per 100 square feet shall be evenly installed by dust-on method and embedded into surface during first troweling operation. Additional abrasive grains, in amount of 30 pounds per 100 square feet, shall then be evenly installed and embedded into surface during final troweling operation.
- E. Cement Grout and Dry-Pack Concrete: Cement grout shall be mixed at the Project site and shall be composed of one volume of Portland cement and 2-1/2 volumes of fine aggregate. Materials shall be mixed dry with sufficient water added to make mixture flow under its own weight. When grout is used as a dry pack concrete, add sufficient water to provide a stiff mixture, which can be molded into a sphere.
- F. Broom Finish: Exterior stair treads and landings shall be provided with a non-slip broom finish in addition to abrasive finish specified.

3.05 EXPANSION AND CONSTRUCTION JOINTS

- A. Construction Joints: Details and proposed location of construction joints shall be as indicated on the Drawings, located to least impair strength of structure, in accordance with the following:

1. Thoroughly clean contact surface by sand blasting entire surface not earlier than 5 days after initial placement.
 2. A mix containing same proportion of sand and cement provided in concrete plus a maximum of 50 percent of coarse aggregate shall be placed to a depth of at least one inch on horizontal joints. Vertical joints shall be wetted and coated with a neat cement grout immediately before placing of new concrete.
 3. Should contact surface become coated with earth, sawdust, or deleterious material of any kind after being cleaned, entire surface shall be re-cleaned before applying mix.
- B. Expansion Joints: Provide expansion joints where indicated in walks and exterior slabs. Space approximately 20 feet apart, unless otherwise indicated. Joints shall extend entirely through slab with joint filler in one piece for width of walk or slab. Joint filler shall be 3/8 inch thick, unless otherwise indicated.
- C. Tooled Joints: Slabs, walks and paving shall be marked into areas as indicated with markings made with a V-grooving tool. Marks shall be round-edged, free from burrs or obstructions, with clean cut angles and shall be straight and true. Walks, if not indicated, shall be marked off into rectangles of not more than 12 square feet and shall have a center marking where more than 5 feet wide.

3.06 TESTING

A. Molded Cylinder Tests:

1. Owner Consultant will prepare cylinders. Each cylinder shall be dated, given a number, point in structure from which sample was obtained, mix design number, mix design strength and result of accompanying slump test noted.
2. Separate tests of molded concrete cylinders obtained at same place and time shall be made at age of 3 days, 7 days, and 28 days. A strength test shall be the average of the compressive strength of 2 cylinders, obtained from the same sample of concrete and tested at 28 days or at test age designated for determination of f_c .
3. Test cylinders shall be prepared at the Project site and stored in testing laboratory in accordance with ASTM C 31, and tested in accordance with ASTM C 39.

B. Core Test: At request of the Architect, cores of hardened concrete shall be cut from portions of hydrated structures for testing, in accordance with CBC and ASTM C 42.

1. Provide 4 inch diameter cores at representative places throughout the structure as designated by the Architect.
2. In general, provide sufficient cores to represent concrete placed with at least one core for each 4,000 square feet of building area, and at least 3 cores total for each Project.
3. Where cores have been removed, fill voids with drypack, and patch the finish to match the adjacent existing surfaces.

C. Concrete Consistency: Measure consistency according to ASTM C 143. Test twice each day or partial day's run of the mixer.

D. Adjustment of Mix: If the strength of any grade of concrete for any portion of Work, as indicated by molded test cylinders, fall below minimum 28 days compressive strength specified or indicated, adjust mix design for remaining portion of construction so that resulting concrete meets minimum strength requirements.

E. Defective Concrete:

1. Should strength of any grade of concrete, for any portion of Work indicated by tests of molded cylinders and core tests, fall below minimum 28 days strength specified or indicated, concrete will be deemed defective Work and shall be replaced or adequately strengthened in a manner acceptable to the Architect and Owner.
 2. Concrete Work that is not formed as indicated, is not true within 1/250 of span, not true to intended alignment, not plumb or level where so intended, not true to intended grades and levels, contains sawdust shavings, wood or embedded debris, or does not fully conform to Contract provisions, shall be deemed to be defective Work and shall be removed and replaced.
- F. Concrete For Equipment Pads, Mechanical and Electrical Work: Unless otherwise indicated, strength shall be 3,000 psi concrete. Exposed concrete shall be provided with a hand trowel finish with radius corners and edges. Form and place concrete where necessary as described in Section 03100: Concrete Forms and Accessories, and reinforced as described in Section 03200: Concrete Reinforcement. Calcium chloride shall not be furnished in any concrete mix provided for the installation of underground electrical conduits. For concrete encasement of more than one conduit, furnish 3/4 inch to 1 inch aggregate as specified for concrete mix.

3.07 CLEAN UP

- A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

3.08 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

**SECTION 12 93 00
SITE ELEMENTS**

PART 1- GENERAL

1.1 SCOPE

- A. Furnish and install all site elements as shown on the drawings and as specified herein including but not limited to the following:
 - 1. Bench
 - 2. Picnic Table
 - 3. Trash Receptacle
 - 4. Exercise Equipment, salvaged and new
 - 5. Fitness Equipment

1.2 GENERAL REQUIREMENTS

- A. This work shall be coordinated with all associated work that will insure that all items are located properly per drawings, complete in the proper sequence, and accomplished efficiently so that no work will be delayed because of associated items or parts of items.
- B. If more than one subcontractor is to perform various items or parts of items detailed by this section, specific responsibility shall be defined by the General Contractor.
- C. Proposed as-equal submittals must be submitted at the time of bidding, prior to award of contract or will not be accepted or approved.
- D. **Site Furnishing Schedule of items below MAY NOT be inclusive of all site elements to be installed.** The schedule is intended to provide assistance in quantities and contact information for select custom furnishings.

1.3 SHOP DRAWINGS SUBMITTALS

- A. Section 01000 – General Requirements and Submittal List
 - 1. Product Data: Product Data: Indicate materials, construction, configuration, dimensions, and finishes.
 - 2. Assurance/Control Submittals:
Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Section 01600 – Product Requirements: Transport, handle, store and protect Products

PART 2- PRODUCTS

2.1 SITE ELEMENTS SCHEDULE

- A. See plans for quantities.

DESCRIPTION/MANUFACTURER
6' VICTORY RECYCLED PLASTIC BENCH: available from Kirby-Built (866) 965-4729, or approved equal. Model no. KBN-33 including surface mount kit, model no. ABC9404. Color: Desert Tan with Green Base.
32-GAL RECYCLE PLASTIC TRASH RECEPTACLE: Available from Ultra-Site, (800) 458-5872. Model no. TR-32 with Rain Bonnet Top, Model no. RBR-32-14. Embedment installation on concrete pad. Color: Planks to be Cedar, Top to be Black.
ALUMINUM PICNIC TABLE: Available from Pilot Rock (800) 762-5002, or approved equal. 6' extra heavy duty aluminum picnic table, model XT/G-6. Color to be selected.
ADA-ACCESSIBLE PICNIC TABLE: Available from Pilot Rock ((800) 762-5002, or approved equal. 6' extra heavy duty aluminum picnic table, model ADA to match XT/G-6. Color to be selected.
EXERCISE EQUIPMENT: Available from Greenfields Outdoor Recreation Equipment (888) 315-9037, or approved equal. Accessible Adjustable Shoulder Press and Accessible Adjustable Tricep Press
FITNESS EQUIPMENT: Available from Little Tykes Commercial (800) 325-8828, See plans for equipment and layout.

PART 3 – EXECUTION

3.01 GENERAL

- A. Assembly, construction, and installation of all items shall be of the highest craftsmanship and in accordance with manufacturer's recommendations and details on the drawings. All construction shall be accurately fitted, set plumb and level, free from surface blemishes.
- B. Contractor shall review manufacturer's shop drawings and complete any additional shop drawings necessary for approval prior to installation.
- C. Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.

3.02 VICTORY RECYCLED PLASTIC BENCH

- A. Contractor shall install bench as shown on the drawings and in accordance with manufacturer's recommendations and shop drawings provided by the manufacturer.
- B. Contractor shall review manufacturer's shop drawings and complete any additional shop drawings necessary for approval prior to installation.

3.03 RECYCLED PLASTIC TRASH RECEPTACLE

- A. Contractor shall install trash receptacle as shown on the drawings and in accordance with manufacturer's recommendations and shop drawings provided by the manufacturer.
- B. Contractor shall review manufacturer's shop drawings and complete any additional shop drawings necessary for approval prior to installation.

3.04 ALUMINUM PICNIC TABLE

- A. Contractor shall install picnic table as shown on the drawings and in accordance with manufacturer's recommendations and shop drawings provided by the manufacture.
- B. Contractor shall review manufacturer's shop drawings and complete any additional shop drawings necessary for approval prior to installation.

3.05 EXERCISE EQUIPMENT

- A. Contractor shall install all exercise equipment as shown on the drawings and in accordance with manufacturer's recommendations and shop drawings provided by the manufacturer.
- B. Contractor shall review manufacturer's shop drawings and complete any additional shop drawings necessary for approval prior to installation.

3.06 FITNESS EQUIPMENT

- A. Contractor shall install all fitness equipment as shown on the drawings and in accordance with manufacturer's recommendations and shop drawings provided by the manufacturer.
- B. Contractor shall review manufacturer's shop drawings and complete any additional shop drawings necessary for approval prior to installation.

- END OF SECTION -

SECTION 26 0000
ELECTRICAL GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. It is the responsibility of the Contractor to obtain and thoroughly review construction drawings and specifications that pertain to this project where requirements for electrical construction exist in other drawings and specifications the Contractor shall include these in the bid. As a minimum, these other drawings shall include plans by the building electrical engineer, the aquatic consultant, the security consultant /installer, the dry utility consultant, the irrigation consultant, and the fire alarm consultant/installer (if applicable).
- B. The Contractor shall furnish and install all material, labor, and equipment necessary for a complete and operable site electrical system. The Contractor shall make application and coordinate all required permits, inspections, and examinations. Permit fees are paid by the Owner.
- C. The electrical drawings, which constitute an integral part of the technical specifications, are schematic and they are intended to indicate a general layout of the electrical system. These drawings indicate the desired locations and arrangements of conduit runs, outlets, equipment, etc., and are to be followed as closely as possible. In all cases of material and equipment visible to view above grade, the contractor shall stake the locations of the material and equipment and obtain approval for placement from the Owner's representative prior to any permanent installation. The actual field conditions of construction, including the work of the other trades involved in the construction will dictate the exact methods and materials to be used. The Contractor is responsible to adequately review the plans and work of the other trades to assure that the work is properly coordinated with others and that conflicts are avoided.
- D. During the progress of the work, the Contractor shall maintain an accurate record of the installation of the system on as-built drawings which shall be submitted to the Owner's representative at the completion of construction. All as-built notations shall be neat and orderly and submitted in reproduced format.

1.02 CODES, STANDARDS, AND PERMITS

- A. Design, manufacture, testing and method of installation of all apparatus and materials furnished under requirements of these specifications shall conform to latest publications or standard rules of the following:
 - Institute of Electrical and Electronic Engineers - IEEE
 - National Electrical Manufacturers' Association - NEMA
 - Underwriters' Laboratories, Inc. - UL
 - National Fire Protection Association - NFPA
 - Federal Specifications - Fed. Spec.
 - American Society for Testing and Materials - ASTM
 - American National Standards Institute – ANSI
 - California Electrical Code - CEC
 - National Electrical Code - NEC
 - National Electrical Safety Code - NESC
 - Insulated Cable Engineers Association - ICEA
 - American Institute of Steel Construction - AISC
 - Municipal Codes In Force In The Specific Project Area
 - Occupational Safety and Health Administration (OSHA)

- B. Perform Work in accordance with the California Electrical Code and the National Electrical Code, applicable building ordinances, and other applicable codes, hereinafter referred to as the "Code." The Contractor shall comply with the Code including local amendments and interpretations without added cost to the Owner. Where Contract Documents exceed minimum requirements, the Contract Documents take precedence. Where code conflicts occur, the most stringent shall apply unless variance is approved.
 - 1. Comply with all requirements for permits, licenses, fees and codes.
 - 2. Comply with requirements of the applicable utility companies serving this Project. Make all arrangements with utility companies for proper coordination of Work.

1.03 WORKMANSHIP

- A. The Contractor shall be responsible to use experienced personnel who are fully competent and familiar with proper installation techniques and with the manufacturers' recommendations relative to the products that are used. As a minimum, personnel shall be equivalent to that of a licensed journeyman electrician. The Contractor shall be fully responsible for the work methods and safety of these personnel. In the acceptance or rejection of the finished installation, no allowance will be made for the lack of skill on behalf of the personnel.
- B. Work In Cooperation With Other Trades
 - 1. Examine the Drawings and Specifications and determine the work to be performed by the electrical, mechanical and other trades. Provide the type and amount of electrical materials and equipment necessary to place this work in proper operation, completely wired, tested and ready for use. This shall include all conduit, wire, disconnects, relays, and other devices for the required operation sequence of all electrical, mechanical and other systems or equipment.

1.04 CONSTRUCTION REVIEW

The Electrical Engineer reserves the right to visit the job site for the purpose of determining that the work of the Contractor is in general compliance with the intent of the construction documents.

1.05 SCHEDULE OF WORK

- A. The Contractor shall be responsible for the scheduling of his work to meet the required completion date and shall also coordinate with other Contractors so that the overall project can be accomplished on schedule.
- B. When product submittals are required as defined in subsequent sections of this specification, the Contractor shall allow 15-calendar days for the Electrical Engineer to review the submittals of the specified products.
 - 1. If the Contractor is seeking a substitution of any products, he shall allow an additional 15-calendar days for review time. The Contractor is responsible to arrange these lead times such that they do not delay the completion of the project.
- C. Immediately upon the issuance of the Notice to Proceed the Contractor shall coordinate with the suppliers of intended materials and products to be used in construction to verify that delivery of these materials and products will not impact the completion date of construction.

1.06 SUBMITTALS-TO BE SUBMITTED PDF FORMAT

Prior to ordering any material, i.e.: lighting fixtures, lamps, service and distribution equipment, transformers, wiring devices, cabinets, conduit, wire, pull boxes or relays, the Contractor shall submit manufacturers' catalogs and/or shop drawings to the Electrical Engineer/Owner for approval. Six (6) copies, with ALL materials included, are required to be submitted for review. The Contractor will be notified when the review is completed and at such time, the Contractor may order material and products. The submittals shall be in one package, bound together.

- A. General: Provide submittals per the requirements of the Contract Documents. The Material List and Product Data shall be submitted within 14-days of award of Contract; Shop Drawings shall be submitted within 14-days of award of Contract.

1. Review of submittals by Owner is for general conformance with the design concept of the Project, and general compliance with the information given in the Contract Documents. Any action indicated is subject to the requirements of the plans and specifications. Contractors' responsibility includes but is not limited to: coordination of work with all trades, as well as satisfactory performance of their work; physical dimensions which shall be correlated and confirmed at the job site; quantities; and fabrication and construction methods.
- B. Materials List and Product Data: Submit a complete list of materials proposed for the Project. Provide product data for items as required. For each item proposed, the Material List shall identify item description, manufacturer's name and model/catalog numbers, with reference to applicable specification paragraph(s). Product data shall include catalog cuts and other descriptive literature defining type, ratings, size, and capacity.
- C. Shop Drawings: Submit shop drawings, packaged as associated equipment groups (for example, all switchgear, or all lighting fixtures and controls). Prior to submitting the shop drawings for review, the Contractor shall verify that the proposed equipment will fit in the location(s) indicated, and that the equipment as installed will comply with all code required electrical working clearance requirements.

Submittals, which are intended to be substitution items, shall be specifically noted as such or the requirements of the Contract Documents will prevail regardless of the suitability of the proposed substitution item. Shop drawings shall include the following:

Immediately after award of contract and before ordering any products or materials, the Contractor shall submit the required submittals of products for the review of the Electrical Engineer as indicated in subsequent sections of this specification. The review by the Electrical Engineer of these submittals is for checking the conformance with the design concept of the project.

1. Catalog cut sheets for component items.
 2. Dimensioned plans, elevations, and details.
 3. Schematic and wiring diagrams, including description of required operating sequences and testing/commissioning procedures.
 4. Certified equipment inspection/test records, and warranty certificates.
- D. Substitutions: Where products are specified in the drawings by manufacturer and part number, these specific products shall be used unless the Contractor receives prior written approval for substitution from the Electrical Engineer. The Contractor shall submit to the Electrical Engineer manufacturers' data in sufficient detail for the purpose of review. The Electrical Engineer reserves the right to accept or deny the substitution request.
 - E. Operating and Maintenance Manuals: Prior to the substantial completion of the project, the Contractor shall submit six (6) sets of operating and maintenance manuals. In addition to the requirements specified in the Contract Documents (also see technical specification sections following for additional requirements), include the following information for equipment items:
 1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers and replacement parts.
 2. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and, as required, summer and winter operating instructions.
 3. Maintenance procedures for routine preventative maintenance and trouble-shooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
 4. Servicing instructions and schedules.

1.07 CLEANING

All exposed parts of electrical equipment shall be completely and thoroughly cleaned and free from cement, plaster, paint, etc. All scratches, dents, and mars are to be refinished identical in appearance to the original factory finish and in a manner acceptable to the Owner's representative at no additional cost to the contract.

In addition, any concrete structures such as equipment pads and light fixture bases shall be consistent in finish and color, without chips and cracks, and the repairs and final finishes shall be uniform with surrounding concrete

work. Any final concrete work that is not acceptable to the Owner's representative shall be redone or replaced by the contractor at no additional cost to the contract.

- 1.08 **UTILITY COMPANY CHARGES:** The voltage, phase and ampacity of the electrical service shall be as shown in the project drawings. Other information shown on the drawings relative to utility company requirements is preliminary and subject to change by the utility company (power, telephone, CATV). The Contractor is fully responsible for the use of any information that is not in the form of a final construction drawing issued by the utility company for final use on the project. Prior to the bid of the project, the Contractor shall coordinate with the serving utility and determine exact materials and equipment that will be required by the utility company in order for them to complete their installation of final services. The County will pay for new service fees e.g. electrical meter, but not the infrastructure required

This cost shall be included in the bid. If this information is not available to the Contractor prior to the bid, then the Contractor shall estimate what these costs will be and include these estimates in the bid. Under no circumstances will the Contractor be relieved from his obligation to provide for the utility company requirements whether or not they are shown on the drawings. Furthermore, the Contractor shall not be eligible for any additional compensation from the Owner relative to utility company requirements.

PART 2 - PRODUCTS

2.01 PRODUCT AND MATERIALS

- A. All products and materials used in the project shall be new and delivered to the job site in the original packaging.
- B. All materials used and furnished for which UL Standards have been established shall be listed and bear the label of Underwriters Laboratories, Inc.
- C. Prior to ordering any lighting fixtures, service and distribution equipment, transformers, wiring devices, dimming cabinets and systems, and/or emergency power equipment, the Contractor shall submit manufacturers' catalogs and/or shop drawings to the Electrical Engineer for approval. This requirement is required to check whether or not the Contractor truly has the proper drawings, equipment, part numbers, and manufacturers, etc. Six (6) copies are required to be submitted for review. The Contractor will be notified when the review is completed and at such time, the Contractor may order material and products.

PART 3 - TESTING AND ADJUSTING OF ELECTRICAL SYSTEM

3.01 INSULATION RESISTANCE TESTING

It is the responsibility of the Contractor to assure the integrity of the insulation in all wiring. It is required that all wiring be tested as it is installed. This testing is to be conducted by a licensed electrician utilizing methods and equipment that are acceptable by members of the trade. See the drawings for the City of Irvine specific requirements for insulation testing and recording. A written record of this testing shall be made by the Contractor indicating the time and date of the test, the name of the person conducting the test, the equipment and method used, and this record shall be kept by the Contractor and made available to the Electrical Engineer and Owner upon request for a period of three (3) years following completion of the construction.

3.02 SYSTEMS AND EQUIPMENT TESTING

Control systems for outdoor lighting shall be verified by thoroughly testing during installation.

3.03 GROUND TESTING

It is the responsibility of the Contractor to assure the integrity of the grounding system throughout the project and it is mandatory that the entire system be thoroughly tested.

A written record of this testing shall be made by the Contractor indicating the time and date of the test, the name of the person conducting the test, the equipment and method used, and this record shall be kept by the Contractor and made available to the Electrical Engineer and Owner upon request for a period of three (3) years following completion of the construction.

3.04 GFI AND GFCI EQUIPMENT TESTING

- A. All GFI circuit breakers and GFI convenience outlets shall be thoroughly tested during installation and at the completion of the project.

END OF SECTION

**SECTION 265000
BASIC MATERIALS AND METHODS**

PART 1 - GENERAL

1.01 QUALITY ASSURANCE

The Contractor is responsible to assure that all material and equipment delivered to the job site are new and in proper usable condition. All materials and products used are to be inspected and may be rejected if found to be defective or flawed. It shall be the responsibility of the Contractor to assure that this element of the specifications is satisfactorily completed. The Owner, Architects, and Electrical Engineers reserve the right to reject any materials or equipment that are deemed to be flawed or defective in the finished project.

1.02 PRODUCT AND EQUIPMENT VERIFICATION

- A. The Contractor shall be responsible to check all products and equipment that is specified in the drawings when it is received at the job site to assure that it is in fact compatible with the electrical plans based upon the enclosed manufacturers' instructions including any instructions or information placed on the products and equipment.
- B. In the case of service and distribution equipment the Contractor shall verify that the nameplates agree with the approved shop drawings relative to voltage, phase, bus ampacity, short circuit and/or AIC rating, and enclosure type.
- C. In the case of lighting fixtures, the Contractor shall verify the fixture is rated for the specified lamp, the specified input voltage, the specified mounting and/or installation application, and the specified control system.

PART 2 - PRODUCTS

2.01 CONDUIT GENERAL

- A. All conductors and wiring are to be installed in conduit unless the drawings clearly state that conduit is not required and that the use of an approved cable is permitted. Conduits are to be concealed in all finished areas. The conduits shall be continuous terminating only in junction boxes, panels, approved wireways, etc.
- B. Where non-metallic conduit is used in construction, the Contractor shall include a ground conductor in the run whether or not shown on the drawings and the conduit shall be sized accordingly.

2.02 RIGID NON-METALLIC CONDUIT (RNMC)

RNMC may only be used underground or in or below concrete slabs when used for conductors of 110 volts or higher. Conduit shall be polyvinyl chloride schedule 40, electrical conduit, rated 90 degrees C. Only approved electrical fittings may be used. Where run in concrete maintain a minimum of four (4) inches of cover on all sides and convert to rigid galvanized steel to stub out of concrete.

Any conduit and fittings installed for the use of a utility company shall meet the requirements of the utility company for such installations except that in the case of conduit for high voltage feeders (600 volts or above) the Contractor shall take special precaution to provide safety to persons excavating around and about the installation.

It is the responsibility of the Contractor to provide for this protection but it is recommended that one (1) or more of the following methods be utilized: concrete encasement of at least two (2) inches of concrete on all sides of the conduit; concrete or concrete slurry three (3) or more inches deep on top of conduit; three (3) or more inches of sand on top of conduit and redwood planks run continuously on sand; a warning tape manufactured for direct burial placed six (6) inches above the conduits.

2.03 RIGID METAL CONDUIT (RMC), PVC COATED

A. SCOPE

The PVC-coated, threaded conduit system is specifically designed to prevent corrosive conditions from causing

early replacement of the conduit. All the conduit, fittings, and supporting products shall be provided by the same manufacturer to ensure that a five-year product warranty is achieved.

B. CLASSIFICATION AND USE

The PVC-coated, threaded conduit system is approved for all applications where rigid metal conduit is permitted. Also, it will replace the need for wider fill around Rigid Metal Conduit (RMC) where judged suitable for the conditions (reference NEC Article 344, II, C).

C. PRODUCT MANUFACTURER

PVC-coated, Galvanized Rigid Conduit (GRC) and fittings as manufactured by Plasti-Bond, Perma-Cote, and KorKap. Any deviation will require approval of the specifying engineer or owner and shall meet all the performance standards specified herein and verified by a nationally recognized testing agency.

D. MATERIALS

The PVC coated galvanized rigid conduit must be UL Listed and ETL Verified. Both the PVC and Zinc coating must have been investigated by UL as providing primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations must be UL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating must be UL listed. All conduit and fittings must be new, unused material.

The PVC coated galvanized rigid conduit must be ETL Verified to the Intertek ETL High Temperature H2O PVC Coating Adhesion Test Procedure for 200 hours. The PVC coated galvanized rigid conduit must bear the ETL Verified PVC-001 label to signify compliance to the adhesion performance standard.

The conduit shall be hot dip galvanized inside and out with hot galvanized threads.

A PVC sleeve extending one pipe diameter or two inches, whichever is less, shall be formed at every female fitting opening except unions. The inside sleeve diameter shall be matched to the outside diameter of the conduit. The PVC coating on the outside of conduit couplings shall have a series of longitudinal ribs 40 mils in thickness to protect the coating from tool damage during installation.

Form 8 Condulets shall have a V-Seal tongue-in-groove gasket to effectively seal against the elements. The design shall be equipped with a positive placement feature to ease and assure proper installation. Certified results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours shall be available. Form 8 Condulets shall be supplied with plastic encapsulated stainless steel cover screws.

Urethane coating of nominal 2 mil thickness shall be uniformly and consistently applied to the interior of all conduit and fittings. Conduit or fittings with thin or no coating shall be unacceptable.

The PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above 30°F (-1°C).

All female threads on fittings and couplings shall be protected by urethane coating.

Right angle beam clamps and U bolts shall be specially formed and sized to snugly fit the outside diameter of the coated conduit. All U bolts will be supplied with plastic encapsulated nuts that cover the exposed portions of the threads.

E. EXECUTION INSTALLATION

Installers of the PVC-coated galvanized rigid conduit system must be certified by the manufacturer and be able to present a valid, unexpired certified installer card prior to starting installation. All clamping, cutting, threading, bending, and assembly instructions given during the manufacturer's certified installation training should be vigorously followed.

Steel RMC shall be mild steel, hot dipped galvanized inside and outside, and all couplings and connectors shall be tapered pipe thread. Running threads and split couplings are not permitted.

2.04 NOT USED IN THIS PROJECT

2.05 FLEXIBLE METAL CONDUIT (FMC)

FMC shall be steel or aluminum with UL listing. Fittings shall be steel or malleable iron threaded.

2.06 PULL AND JUNCTION BOXES

- A. Boxes are to be installed in all conduit runs in sufficient number to meet the requirements of codes, special requirements of utility companies, requirements of providers of special equipment and systems, and to allow for efficient and convenient installation of conductors. It is the responsibility of the Contractor to locate these boxes and size them according to code requirements. Boxes shown on the drawings are to be installed as shown, but do not necessarily indicate all boxes necessary for any installation. Boxes installed in outdoor or wet locations shall be of the type approved for the purpose.
- B. Boxes used in the utility site system shall be marked Electric, Telephone, or CATV as appropriate. Concrete boxes shall be installed on a 12-inch crushed rock base and all surfaces visible above grade shall be fully fabricated from natural concrete with no coatings or special finishes including sealants. The Contractor shall coordinate the finished elevation with specific conditions of the installation. In general, the Contractor shall attempt to locate boxes such that they are as visually unobtrusive as possible and shall obtain approval from the Owner's representative for all locations prior to any permanent installations. Boxes used in runs for primary feeders of panels, transformers, switchboards, and other distribution equipment shall indicate the originating source and destination on the cover (i.e. "MSB to P10"), and they shall not be shared for sub feeds to more than one (1) of the above types of equipment.
- C. Boxes located outdoors in landscape or in traffic areas, shall be pre-casted with concrete as manufactured by Christie, as indicated on plans. The covers of these boxes shall be appropriate to their specific location. Boxes used in the utility site system, covers shall be marked Electric, Telephone, or CATV as appropriate. Concrete boxes shall be installed on a 12-inch crushed rock base. In general, the Contractor shall attempt to locate boxes such that they are as visually unobtrusive as possible and shall obtain approval from the Owner's representative for all locations prior to any permanent installations.
 - 1. The Contractor shall coordinate the finished elevation with the specific conditions of the installation. In general, the Contractor shall attempt to locate boxes such that they are as visually unobtrusive as possible.
- D. Boxes are located in wet areas shall be installed with conduits in boxes such that they are protected from intrusion of water. Furthermore, if there is a possibility that water can enter buildings or equipment by entering into conduits owing to grades and elevations, the Contractor shall make the Electrical Engineer and Owner aware of this field condition prior to completion of the installation so as to allow the Electrical Engineer and Owner to take appropriate actions and protective measures.

2.07 CONDUCTORS

- A. The Contractor shall be responsible to install all conductors used on the project in compliance with Article 310 of the NEC. In the event that the Contractor receives approval from the Inspector to utilize insulation types other than those shown on the drawings he shall pay particular attention to ensure that these conductors are properly sized.
- B. Conductors used as service entrance conductors, to sub feed switchboards, panels, transformers, and other equipment, where the wire sizes are #6 and larger shall be installed with the wire size, insulation class, and voltage rating indications on the insulation visible without inside the equipment without touching the conductors from the front of the connections.
- C. Where conductors of multiple phases are pulled through the same conduit to feed more than one (1) equipment they shall be color-coded. These colors shall be permanent and consistent for the entire run. The choice of colors is the option of the Contractor except that grounds shall be green, and neutrals shall be white.
- D. The Contractor may gather runs of conductors based on field decisions but shall comply with the applicable code requirements.

- E. Conductors #10 AWG and larger shall be stranded. The minimum wire size to be used is #10 THWN CU (AWG). The minimum insulation rating shall be 600 volts.
- F. All conductors shall be copper with THWN or THHN insulation. In no event may aluminum conductors be used.

2.06 CONNECTORS

- A. Copper conductors for wire sizes #10 AWG and smaller shall be spliced utilizing "spring-lock" connectors, in particular, "Scotchlock" by 3M or "Wing Nuts" by Ideal. The Contractor is responsible to assure that all splices are completed in a secure and permanent fashion, maintaining the integrity of the connection without faults or shorts. In cases where the conductors may be affected by adverse conditions the Contractor shall take special precaution to protect the conductors such as by wrapping connectors with an appropriate tape.
- B. Copper conductors for wire sizes #8 AWG and larger shall be made with approved split bolt connectors. These types of uninsulated connections shall be thoroughly protected with applied insulation such as 3M #2200 vinyl insulating pads.
- C. Connections made in outdoor locations shall follow all applicable code requirements for wire terminations.

PART 3 - EXECUTION

3.01 TRENCHING / EXCAVATION

Where specifications appear in the architectural or site electrical portion of the specifications that pertain to trenching and backfilling, the Contractor is responsible to review these specifications and comply. In the absence of other specifications, the Contractor shall:

- A. Comply with the NEC relative to the minimum depths of conduits and shall comply with any utility company requirements relative to these depths.
- B. Maintain a minimum of 12-inches separation between: 0-600 volt feeders; and over 600 volt feeders; and low voltage (telephone, alarm, communications, CATV, other Class 2 conductors, etc.); and non electrical installations (water, gas, drains, sewers, etc.). This condition shall apply to joint trench situations and to conditions where trenches cross.
- C. Each layer of backfill shall be compacted to a minimum density of 90% and the top six (6) inch shall be compacted to 95% maximum density. Proper procedure is to use a "stomper" type compaction device, place properly moistened earth in six (6) inch lifts, and make at least three (3) passes per lift. Proceed until trench is filled. It is the responsibility of the Contractor to provide verification that this condition is accomplished.
- D. Upon completion of backfill and compacting the Contractor shall leave the site in the same condition that it was at the commencement of the work. This requirement includes replacement of any damaged landscape materials, asphalt, concrete, other pavements and finish materials, fences, lawns, trees, etc. Additionally, the Contractor shall be responsible for any damage to other installations such as sprinkler lines, and the like.

If the Contractor feels that damage to other installations is unavoidable then it is his responsibility to bring this to the attention of the Electrical Engineer and Owner prior to any specific work to allow the Electrical Engineer and Owner to designate corrective procedures.
- E. Upon completion of the trenching and backfill the Contractor is responsible to remove any excess dirt, rock, and other debris from the job site.

END OF SECTION

**SECTION 26 5600
LIGHTING FIXTURES**

PART 1 - GENERAL

1.01 EQUIPMENT

Lighting fixtures as indicated in the drawings shall be furnished by the Contractor. The Contractor is responsible to coordinate with the manufacturers of specified fixtures and assure that submittals for approvals and subsequent orders and delivery dates will not conflict with the job schedule. The Contractor shall apply the following procedure to the ordering of light fixtures:

- A. The Contractor shall maintain complete and accurate documentation of communications with the suppliers.
- B. The Contractor shall request fixture submittals from the manufacturer for the approval of the Electrical Engineer within five (5) days of notification of the award of contract and shall verify that the submittals have been received by the Electrical Engineer/Owner and allow for 15-days review time.
- C. The confirmed order for the purchase of the fixtures shall be placed within an adequate time to allow for the timely delivery of the fixtures. If there is to be a delay in the delivery the Contractor shall make every reasonable attempt to inform the Electrical Engineer and Owner of the delay at the soonest possible time. As a minimum, the Contractor is to secure a confirm delivery date from the manufacturer at the time of ordering and follow up on this delivery date periodically until the order is received by the Contractor.
- D. If there is to be a delay in delivery the Contractor is to make available to the Electrical Engineer and Owner all of the written records pertaining to the order.

1.02 QUALITY ASSURANCE

- A. Lighting fixtures shall be as specified in the drawings and bear the approval label of a test lab recognized by the code enforcing agency. Additionally, this label shall conform to the specific location of installation such as "wet".
- B. All fixtures shown on the drawings are to be furnished with all necessary mounting devices and accessories. In all cases the Contractor is responsible to install fixtures with proper and appropriate structural support.
- C. Lamps shall be integral for all fixtures. Where specific lamps are indicated in the drawings these lamps shall be provided.
- D. The Contractor shall exercise care when handling and installing fixtures to protect finishes and lenses and other visible components. The Owner, Architect, and Electrical Engineer reserve the right to reject any damaged or flawed materials and products.

PART 2 - PRODUCTS

2.01 LED FIXTURES

- A. Drivers for the fixtures shall be:

LED - Operates in -40°C to 40°C ambient with optional high ambient 50°C ambient configuration. Circuit module designed to withstand 10kV of transient line surge. >L90 60,000 hours at 40°C, compliant with IESNA TM-21. 120V-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. Controls Standard with 0-10V dimming driver(s). Optional occupancy sensor. Optional wireless control and monitoring system

2.02 BOLLARD ASSEMBLIES

In general, the finish on bollard shaft assembly shall match that of the fixture head. The Electrical Engineer and Owner reserve the right to reject unmatched material. Bollards shall be handled carefully at the job site and any scratches shall be repaired. Any damaged bollards are to be replaced if rejected. There are to be no exposed anchor bolts and nuts. All bollards are to have factory fabricated hand holes and contain brazed-on ground lugs.

PART 3 - EXECUTION

3.01 BOLLARD BASES

- A. BOLLARDS shall be set within one (1) degree of plumb.
- B. Contractor to wire lights.

END OF SECTION

**SECTION 31 10 00
SITE CLEARING**

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide site-clearing operations.
- B. Protecting existing trees and plants to remain.
- C. Temporary erosion and sedimentation control measures.

1.2 SUBMITTALS

- A. Clearing Plan: Submit list of proposed operations, and identify site improvements and features to remain. Include proposed location for stockpiles.

1.3 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Use experienced workers.

PART 2 - PRODUCTS

2.1 MATERIALS

- B. Tree protection, erosion control, siltation control, and dust control materials suitable for site conditions.

PART 3 - EXECUTION

3.1 SITE CLEARING OPERATIONS

- A. Protection of existing trees, vegetation, landscaping, and site improvements not scheduled for clearing which might be damaged by construction activities.
- B. Trimming of existing trees and vegetation as recommended by arborist for protection during construction activities.
- C. Clearing and grubbing of stumps and vegetation, and removal and disposal of debris, rubbish, designated trees, and site improvements.
- D. Topsoil stripping and stockpiling.
- E. Temporary erosion control, siltation control, and dust control.
- F. Temporary protection of adjacent property, structures, benchmarks, and monuments.
- G. Watering of trees and vegetation during construction activities.
- H. Removal and legal disposal of cleared materials.

3.2 CLEARING

- A. Prevent damage to existing improvements indicated to remain, including improvements on and off site. Protect existing trees and vegetation indicated to remain. Do not stockpile materials and restrict traffic within drip line of existing trees to remain. Provide and maintain temporary guards to encircle trees or groups of trees to remain; obtain approval before beginning work.
- B. Water vegetation as required to maintain health. Cover temporarily exposed roots with wet burlap and backfill as soon as possible. Coat cut plant surfaces with approved emulsified asphalt plant coating.
- C. Repair or replace vegetation, which has been damaged, or pay damages. Remove heavy growths of grass before stripping. Stockpile satisfactory topsoil containing no large stones, foreign matter and weeds on site for reuse.

- D. Completely remove all improvements including stumps and debris except for those indicated to remain. Remove below grade improvements at least 12" below finish grade and to the extent necessary so as not to interfere with new construction. Remove abandoned mechanical and electrical work as required.
- E. Prevent erosion and siltation of streets, catch basins and piping. Control windblown dust. Remove waste materials and unsuitable soil from site and dispose of in a legal manner.

- END OF SECTION -

**SECTION 31 2302
EXCAVATION AND FILL FOR UTILITIES**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Dewatering, excavating, shoring, sheeting, bracing, trenching, backfilling, and all other earthwork operations required for utility and other underground lines and appurtenances.
- B. Providing access to open trenches after utility lines have been installed and bedded, but prior to backfilling being commenced, to permit recording of record or "as-built" survey information.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 31 Section "Site Clearing".
- B. Division 31 Section "Excavation and Fill for Structures".

1.04 QUALITY ASSURANCE

A. Tests and inspections:

- 1. Procedure: In accordance with Division 01 Sections.
- 2. Test methods:
 - a. Maximum dry density of backfill materials shall be determined by ASTM D 1557, Procedure A.
 - b. Field density tests shall be determined by ASTM D 1556, ASTM D 2922, or ASTM D 2937.
- 3. Required tests:
 - a. Backfill material: Determine suitability of backfill and bedding material not previously evaluated.
 - b. Maximum density tests: Determine optimum moisture content and maximum dry density of backfill and bedding materials placed and compacted.
 - c. Field density tests: Determine in-place density of backfill materials placed and compacted. Conduct one test for every 100 linear feet of trench and one test for each 1 foot vertical lift.
 - d. Other tests as may be required by Owner.
- 4. Required inspections:
 - a. Excavation inspection: Detailed inspection of exposed excavations prior to placing bedding and backfill material.
 - b. Bedding conditions: Determine and evaluate condition of bedding to receive utility lines.

B. Requirements of regulatory agencies: In addition to complying with other legal requirements, comply with the following.

- 1. Code of Federal Regulations Title 29 CFR Part 1926, Subpart P, Excavations.
- 2. Occupational Safety and Health Administration Document 2226.

C. Reference specifications and standards:

1. ASTM: D 1556 Density and Unit Weight of Soil in Place by the Sand-Cone Method.
2. ASTM: D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.-lbf/ft³).
3. ASTM: D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
4. ASTM: D 2937 Density of Soil In-Place by the Drive-Cylinder Method.
5. CFR: Title 29 CFR Part 1926 Safety and Health Regulations for Construction.
6. OSHA: Document 2226 Excavations.

1.05 SUBMITTALS

- A. Procedures: In accordance with Division 01 Sections.
- B. Drawings and engineering design calculations: Signed and sealed engineering drawings and calculations for required shoring, sheeting, or cribbing for approval prior to starting installation of shoring, sheeting, or cribbing.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. On-site materials: Materials obtained by selective stockpiling of excavated soils.
 1. Bedding: Unless indicated otherwise on Drawings, conform to the following.
 - a. Clean sand and native free-draining granular materials, free from all vegetation and debris or as indicated on Drawings.
 - b. Bedding shall meet gradation requirements when tested in accord with ASTM D 422 and have a minimum sand equivalent of 30 as determined by ASTM D 2419.

Sieve Size	% Passing Sieve by Weight
1/2 in.	100
No. 4	70 - 100
No. 16	50 - 90
No. 50	10 - 50
No. 200	0 - 10

2. Backfill: Clean material, free from all vegetation and debris. Do not use rocks or lumps larger than 2 inches in any dimension.

B. Borrow fill:

1. Nonexpansive, predominantly granular material:
 - a. Particles less than 2 inches in any dimension;
 - b. Free of organic and inorganic debris;
 - c. Not more than 12 percent by weight passing the No. 200 sieve behind retaining walls and 25 percent elsewhere.
2. Acceptable to geotechnical engineer retained by Owner.

PART 3 - EXECUTION

3.01 PROTECTION

- A. Public and adjacent properties: Protect in accord with applicable laws and ordinances.
- B. Existing on-site features, plant life, including trees, scheduled to remain:
 - 1. Protect from damage at all times.
 - 2. Do not allow earth-moving equipment within the branch spread perimeter (drip line) of existing trees.
 - 3. Do not cut tree roots over 2 inches in diameter without prior approval from Owner.
 - 4. Support trees during excavation in an approved manner.
 - 5. When excavation adjacent to existing trees is necessary, use all possible care to avoid injury to trees and tree roots. Excavate by hand all areas where 2 inch and larger roots occur. Tunnel under and heavily wrap with burlap roots 2 inches and larger in diameter, except directly in the path of pipe or conduit, to prevent scarring or excessive drying. When a trenching machine runs close to trees having roots smaller than 2 inches in diameter, hand trim wall of trench adjacent to tree, making clean cuts through roots. Paint roots 1 inch and larger in diameter with two coats of Tree Seal, or Owner-approved equivalent. Close trenches adjacent to trees within 24 hr.; when this is not possible, shade side of trench adjacent to tree with burlap or canvas.
 - 6. All work around and adjacent to existing trees, including inspection prior to backfill, shall be approved by Owner. Obtain Owner's approval in writing for all procedures prior to commencement of work. Trees that die due to damage or unacceptable work shall be back-charged to Contractor.
- C. Where utility line excavation occurs in lawn, grassed, or landscaped areas, carefully remove and stockpile sod and plants to preserve for transplanting.
 - 1. Place excavated material from trenches on lawn or grass, provided a drop cloth or other approved method is employed to protect lawn or grass from permanent damage. Do not keep stockpiled materials on lawn or grass for more than 72 hr.
 - 2. Immediately after completion of backfilling and testing of utility lines, replace sod and replant plants in a manner to restore lawn, grass, and landscaping to its original condition within practical limits. Replace damaged landscaping at no cost to Owner as part of the work of this Section.
- D. Where utility line excavation occurs in paved areas, saw-cut existing pavement along straight, uniform lines such that the amount of pavement cut and removed shall be the minimum consistent with safe excavation practices.
 - 1. Do not use removed pavement as backfill material.
 - 2. Replace removed pavement with new pavement to match existing in accord with Project Specifications.
- E. Open trenches: Barricade all open trenches during work hours and cover at the close of each day's work.
- F. Utilities:
 - 1. When utility line excavation occurs near existing utilities, whether or not indicated on Drawings, maintain existing utility services fully operational. Protect and support utility lines in a manner to prevent damage. Method of protection is subject to Owner's approval.
 - 2. Expediently repair damaged utilities at no cost to Owner.
 - 3. Remove abandoned lines encountered during excavating and dispose of off-site. Report unidentified lines to Owner prior to removal.
 - 4. Capping and rerouting of indicated active utility lines encountered during Work of this Section will be performed as part of the work of section pertaining to utility encountered.

H. Dust control:

1. Throughout entire construction period, effectively dust-palliate working area, unpaved roads, and involved portions of site.
2. Palliation: Intermittently water and sprinkle with such frequency as will satisfactorily allay dust at all times. Chemical treatment of any type is not permitted.
3. Use of reclaimed water shall conform to requirements and guidelines of governing health authorities and be specifically approved by Owner.

I. Water control:

1. Maintain trenches and other excavations free of water while lines are being placed and until backfill has been completed and approved.
2. Maintain adequate pumping equipment at all times to provide for emergencies.
3. Dispose of water in such a manner as not to create a nuisance, cause damage to property, or interfere with activities of other contractors. Prevent water from migrating outside of construction areas. Use Owner-approved methods and materials to confine water to construction areas. Failure to contain water is not permitted.
4. Dewater as required to maintain site in a relatively dry condition, including well point dewatering.
5. Methods of dewatering and disposal of water are subject to Owner's approval.

J. Bracing and shoring:

1. Support excavations in accord with all legal requirements.
2. Set and maintain sheet piling and shoring timbers in a manner that will prevent caving of walls of excavations or trenches and not impose other loads or surcharges on lines.
3. When it is impractical to remove shoring and bracing, obtain approval from Owner to leave in place. Record locations of such "in-place" shoring and bracing on Project Record Documents.

K. Stockpiled excavated materials: Confine excavated materials to immediate area of stockpiled location.

L. Soil redistribution: Do not redistribute any existing soils beyond the immediate area of origin.

3.02 EXCAVATION

A. General: Include removal of materials and obstructions that interfere with the execution of the Work.

1. Unless indicated otherwise, excavation for utilities lines shall be by open trench.
2. Sides of trenches shall be as nearly vertical as practicable.
3. Obtain prior approval from Owner for use of tunneling.

B. Trench widths:

1. Lines less than 6 inches outside diameter: 18 inches minimum.
2. Larger lines: Clear distance on each side of line of not less than 8 inches or more than 1/2 of outside diameter of line.

C. Trench depth: Excavate trenches to lines and grades as necessary for construction of utility lines indicated.

D. Over-excavation: Backfill over-depth excavations to required grade with specified bedding and backfill material. Compact bedding and backfill material to specified density.

E. Perform any dewatering and pumping required to keep excavations free of standing water.

F. Refer to geotechnical reports for seasonal high groundwater table elevation estimates. It is the sole responsibility of contractor to make its own judgments as to the actual conditions, and to draw its own conclusions as to means and methods required for performance of the work. Provide dewatering, if required, at whatever elevation groundwater is actually encountered.

- G. A plan for any proposed dewatering shall be submitted for approval prior to commencement of any such work. Any permitting for dewatering which may be required shall be the responsibility of Contractor.
- H. Sequence, schedule, coordinate, and perform the work so as to maintain safe, unobstructed passage as required for emergency egress and general site access. Provide any and all bridging of trenches of work, barricades, etc., that may be required to comply with this requirement.

3.03 BACKFILL

- A. General: Backfill consists of bedding, backfill, and restoration of surface.
- B. Bedding: Bedding is defined as material supporting, surrounding, and extending to 12 inches above the top of utility line. Bedding shall not be required under or around structures, except at utility lines.
 - 1. Do not cover lines until they have been inspected and approved for alignment and grade and recording of record or "as-built" survey information has been performed.
 - 2. Commence bedding immediately after approval and survey information recording, to preclude damage to utility lines.
 - 3. Carefully place bedding around utility lines so as not to displace or damage line, and fill symmetrically on each side of line to 12 inches above top of line.
 - 4. Compact bedding to 90 percent of the maximum dry density in accord with ASTM D 1557 using mechanical equipment.
- C. Backfill: Backfill includes material from 12 inches above the lines to, and including, surface restoration.
 - 1. Do not backfill against structures until concrete has attained sufficient strength to withstand loads, and structures have been approved.
 - 2. Place backfill in loose uniform lifts not exceeding 8 inches.
 - 3. Use mechanical compactors for compaction of backfill.
- D. Coordinate and ensure installation of underground utilities marking in accord with Division 33 Section "Underground Utilities Marking".
- E. Compacting:
 - 1. Parking and pavement areas: Compact soils below parking areas, walks, slabs, and asphalt concrete pavement to 90 percent of the maximum dry density in accord with ASTM D 1557 for full depth of fill.
 - 2. Landscape areas: Compact soils below landscape, planting, or sod areas to 85 percent of the maximum dry density in accord with ASTM D 1557 for full depth of fill.
 - 3. Building areas: Compact soils below all buildings and for a distance of 5 feet beyond perimeter footing to at least 90 percent of the maximum dry density in accord with ASTM D 1557 for full depth of fill.
 - 4. Minor structures: Support catch basins and other minor structures on bottom and all sides by soils compacted to 90 percent of the maximum dry density in accord with ASTM D 1557 for full depth of fill.

3.04 ADJUST AND CLEAN

- A. Surface restoration:
 - 1. Restore surface areas over trenches equivalent to conditions which existed prior to start of work.
 - 2. Reconstruct surfaces in accord with applicable Sections of the Specifications.
- B. Disposal:
 - 1. Debris:
 - a. Remove and dispose of all rubbish, debris, and vegetation as it accumulates.
 - b. Dispose of debris off-site or at an on-site disposal area designated by Owner.
 - 2. Excess soil: Stockpile at an on-site area designated by Owner

.END OF SECTION

SECTION 32 1216
ASPHALT CONCRETE PAVING
(for repairs as needed)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Asphalt concrete paving.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 31 Section "Site Clearing".
- B. Division 31 Section "Grading".
- C. Division 31 Section "Excavation and Fill for Utilities".
- D. Division 31 Section "Excavation and Fill for Structures".
- E. Division 32 Section "Site Concrete Work".
- F. Division 32 Section "Pavement Markings and Bumpers".

1.04 QUALITY ASSURANCE

- A. Tests and inspections:

- 1. Procedure: In accordance with Division 01 Sections.

- 2. Required tests:

- a. Compaction:

- 1) Crushed aggregate and crushed miscellaneous base: Perform field density tests in accord with SSPWC Section 211-2

- 2) Asphalt concrete surface course: Perform field density tests in accord with SSPWC Section 302-5.6.2.

- b. Water flood tests of finished paving: In addition to tests and requirements of SSPWC Section 302-5.6.2, conduct a water flood test of areas as directed by Owner.

- 3. Required inspections:

- a. Base:

- 1) Verify that base meets or exceeds specified base course.

- 2) Visually observe uniformity and moisture condition of base material as it is delivered to project site.

- 3) Observe and monitor placement and construction of base material to ensure that work meets or exceeds specified requirements.

- 4) Make random depth checks before and after final compaction to assure minimum compacted thickness is obtained.

B. Reference specifications and standards:

1. ASTM: C 136 Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM: C 150 Portland Cement.
3. ASTM: D 558 Moisture-Density Relations of Soil-Cement Mixtures.
4. ASTM: D 977 Emulsified Asphalt.
5. ASTM: D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.-lbf/ft³).
6. ASTM: D 2026 Cutback Asphalt (Slow-Curing Type).
7. ASTM: D 2028 Cutback Asphalt (Rapid-Curing Type).
8. ASTM: D 3320 Emulsified Coal-Tar Pitch (Mineral Colloid Type).
9. SSPWC: Standard Specifications for Public Works Construction.

1.05 SUBMITTALS

- A. Procedures: In accordance with Division 01 Sections.
- B. Product data: Manufacturer's detailed technical materials and application data, including technical bulletins, guides, and manuals for seal coat materials.
- C. Certificates/certifications: Supplier's certification that materials conform to Specifications requirements.
 1. Class and grade of asphalt concrete mixtures in accord with SSPWC Section 203.
 2. Sieve analysis of asphalt concrete aggregates in accord with SSPWC Section 211-1.

1.06 PROJECT CONDITIONS

- A. Existing conditions: Do not conceal or cover any work until required tests or inspections have been performed and accepted.
- B. Environmental requirements: Unless recommended otherwise by material or product manufacturer conform to the following.
 1. Apply or install products or systems only when ambient temperatures are above 50°F and rising.
 2. Place base course when ambient temperature is above 40°F.
- C. Protection: Protect completed installation from damage of subsequent construction activities. Immediately remove all foreign matter that accumulates on exposed surfaces in accord with fabricator or manufacturer's recommendations.
 1. Maintain vehicular and pedestrian traffic during paving operations, as required for other construction activities.
 2. Provide flagmen, barricades, warning signs, and warning lights for movement of traffic and safety, and to cause the least interruption of work.
- D. Sequencing and scheduling:
 1. Coordinate and sequence the application or installation of work of this Section with adjacent or integral materials, products, and work specified in other Sections. Such work includes, but is not limited to, the following:
 - a. Concrete curbs and gutters.
 - b. Concrete paving.
 - c. Utility services.
 - d. Demolition of existing asphalt concrete.
 - e. Cold mill existing asphalt concrete paving.
 2. Order specified materials, products, and similar items with extended "long lead" (ordering) times, sufficiently in advance of scheduled application, or installation dates to not delay the scheduled progress of the Work. Such items include but are not limited to the following:
 - a. Items of rare ("short") supply.
 - b. Items not of standard stock.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Crushed aggregate base: Conform to SSPWC Section 200 2.2.
- B. Crushed miscellaneous base: Conform to SSPWC Section 200-2.4. Refer to Division 02 Section "Selective Site Demolition". Limit use as follows:
 - 1. Confine to extent (areas and locations) where indicated on Drawings or as directed by Owner.
 - 2. Imported material is not acceptable.
- C. Asphalt concrete: Conform to SSPWC Section 203-6, B PG64-10 for base course, if required on the drawings, C2 PG64-10 for surface course, D2- or E PG64-10 for overlay filling and patching, unless indicated otherwise on Drawings.
- D. Prime coat: Cutback asphalt, slow-curing, Grade SC 250, in accord with SSPWC Section 203 2 (ASTM D2026).
- E. Tack coat: Anionic asphalt emulsion, slow-setting, Grade SS 1H, SSPWC Section 203 3.
- F. Seal/slurry coat: If indicated on the plans.
 - 1. New paving: Emulsified asphalt, Grade SS 1h, conforming to SSPWC Section 203-3 (ASTM D 977) blend of emulsified asphalt and coal-tar emulsion (not less than 10 percent).
 - 2. Existing paving: Plant-blended asphalt emulsion and mineral aggregate mixture, conforming to SSPWC Section 203-9.

2.02 MIXES

- A. Asphalt concrete: Plant mix in accord with SSPWC Section 203-6

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine surfaces for conditions that will adversely affect execution, permanence, and quality of work.
- B. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Proof-roll subgrade using heavy, rubber-tired rollers to locate unstable areas or areas requiring additional compaction.
- B. Compact unstable areas or areas requiring additional compaction in accord with SSPWC Section 301-1.
- C. Cold mill areas as shown on Drawings in accord with SSPWC Section 302-5.2.

3.03 APPLICATION/INSTALLATION/PERFORMANCE

- A. Crushed aggregate and crushed miscellaneous base: Transport, spread, shape, compact, and finish crushed aggregate and crushed miscellaneous base material in accord with SSPWC Section 301-2, to minimum compacted thickness as indicated on Drawings. Compact in excess of 95 percent of Modified Proctor maximum dry density in accord with ASTM D 1557.
- B. Asphalt concrete:
 - 1. Prime coat: After base course has been placed to required grades and approved, apply prime coat in accord with SSPWC Section 302-5.3.
 - 2. Tack coat: When new asphalt is to be placed against existing or new concrete or asphalt surfaces, such as curbs, gutters, walls, structures, or other paving, apply tack coat in accord with SSPWC Section 302-5.4.

3. Asphalt concrete: Provide transportation, placing, and compacting of asphalt concrete, preparation of application surfaces, joints, tolerances, and protection of finished asphalt in accord with SSPWC Section 302-5.

C. Seal/slurry coat: After asphalt concrete paving has sufficiently cured, apply seal/slurry coat in accord with SSPWC Section 302-8, unless otherwise recommended by manufacturer.

3.04 FIELD QUALITY CONTROL

A. Mixes: Do not deliver batches of base or asphalt concrete materials to job site which do not conform to specified requirements.

B. Flood test: All finished asphalt concrete paving surfaces that retains standing water when flood tested shall be deemed defective.

C. Physical defects: Any portion of asphalt concrete paving that exhibits creeping, shoving, cracking, raveling, softening, or other similar defects during warranty period shall be deemed defective.

D. Removal and replacement of defective asphalt concrete paving:

1. Remove and replace defective areas, including base and subgrade, as directed by Owner.

2. Cut away, remove, and fill patch area with fresh, hot asphalt concrete.

a. As a minimum, remove defective areas for full depth of asphalt concrete surfacing course.

b. Cut sides perpendicular and parallel to direction of traffic with edges vertical.

c. Apply tack coat to exposed asphalt concrete surfaces before placing new asphalt concrete mixture.

d. Compact by rolling to specified surface density and smoothness.

3.05 ADJUST AND CLEAN

A. Cleaning: After completion of paving operations, clean surfaces of excess or spilled asphalt materials.

B. Protection: After final rolling, do not permit vehicular traffic on asphalt concrete pavement until it has cooled and hardened.

END OF SECTION

**SECTION 321313
SITE CONCRETE WORK**

PART 4 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Site concrete work, including subgrade preparation, formwork, reinforcing steel, concrete, and accessory materials for:
1. Pavement, curbs, and gutters.
 2. Retaining walls, catch basins, manholes, valve and sump pits, and similar structures.
 3. Footings for fence posts, and similar work of other trades.
 4. Exercise equipment pads.
 5. Mechanical and electrical equipment pads.
 6. Other site concrete work as indicated on Drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 31 Section "Site Clearing".
- B. Division 31 Section "Landscape Grading".
- C. Precast concrete and other use concrete specified as part of Division 26 Electrical and Lighting.

1.04 DEFINITIONS

- A. Slip resistance: Slip index of not less than 0.5 when tested dry and wet (with an unbroken film of pure water) in accord with ASTM F 1677 or ASTM F 1679, using a Neolite test pad.

1.05 QUALITY ASSURANCE

- A. Tests and inspections:

1. Testing laboratory services: Refer to Division 01 Sections.

2. Soil bearing and compaction:

a. Test methods:

- 1) Maximum dry density of backfill materials shall be determined by ASTM D 1557, Procedure A.
- 2) Field density tests shall be determined by ASTM D 1556, ASTM D 2922, or ASTM D 2937.

b. Required tests:

- 1) Backfill material: Determine suitability of backfill material not previously evaluated.
- 2) Maximum density tests: Determine optimum moisture content and maximum dry density of backfill materials placed and compacted.
- 3) Field density tests: Determine in-place density of backfill materials placed and compacted. one test for every 1000 cubic yard of material placed and one test for each 1 foot vertical lift.
- 4) Other tests as may be required by Owner.

c. Required inspections:

- 1) Excavation inspection: Detailed inspection of exposed excavations prior to placing backfill material.
- 2) Placement and compaction inspection: Continuous inspection and monitoring.

3. Concrete: In accord with SSPWC Section 201-1.1.4 and as specified herein.

- a. Portland cement: Furnish cement mill test reports and manufacturer's certification that cement complies with specification requirements.
- b. Required tests:
 - 1) Aggregate:
 - a) Hardrock aggregate: Test in accord with ASTM C 33.
 - b) Do not deliver aggregates to site or ready-mix plant until pit source has been approved, and plant, capacity, and ability to produce a uniform and continuous product has been verified.
 - c) Take samples from aggregate stockpiles assigned to project.
 - 2) Slump tests: Make one slump test in accord with ASTM C 143 for each set of test cylinders: Make additional tests as may be ordered by Owner.
 - a) Make and keep an accurate record of all tests.
 - b) Maximum slumps: As specified hereinafter.
 - 3) Test cylinders: Take one sample of four cylinders from each day's placement of 100 cubic yards or fractional part thereof of each mix design in accord with ASTM C 172. Take samples at evenly spaced intervals as concrete is deposited in forms. Mark cylinders with date, sample number, and location in structure from which sample was taken. Do not take more than one sample of four cylinders from any location or batch of concrete.
 - a) Make and store cylinders in accord with ASTM C 31.
 - b) Curing: At the end of 24 hours, take cylinders to laboratory and store under moist curing conditions at approximately 70°F until tested.
 - c) Testing: Test cylinders in accord with ASTM C 39. Test one cylinder at age of 7 days for information and two cylinders at 28 days for acceptance. Maintain one cylinder in reserve.
 - d) Seven-day strength: Not less than 60 percent of specified ultimate 28-day strength.
 - e) Mix adjustment: Should test results indicate concrete strength below specified 7-day or 28-day minimum requirements, decrease water/cement ratio and adjust mix proportions as necessary to achieve specified minimum strengths.
 - f) Concrete failures: Should test results indicate that concrete strength requirements for any portion of work does not conform to 28-day minimum requirements, secure core or prism specimens of hardened concrete and test in accord with ACI 301 and ASTM C 42.
 - g) Laboratory shall secure and test specimens under Owner's direction.
- c. Ready-mix plant inspections:
 - 1) Testing laboratory shall provide and maintain continuous inspection at plant to check sieve analysis for quality and moisture content of aggregates, check mix with design mixes, check cement being used with test reports, check loading of mixer trucks, and certify quantities of materials loaded in each mixer truck.
 - 2) Certification: Provide batch tickets signed by dispatcher and testing laboratory inspector at ready-mix plant. Each batch ticket shall state batch quantities of cement, water, fine aggregates, coarse aggregates, and admixture contained in each truck load.
 - 3) Deliver to Owner's representative on job site a properly signed ticket with each load of ready-mix concrete.
- d. Reinforcing steel:
 - a. Quality control of identifiable steel:
 - 1) Submit to laboratory copies of mill certificates for all types, sizes, and heats of reinforcing steel intended for use in the work. Include the following information:
 - a) Source of steel.
 - b) Description.
 - c) Heat number.

- d) Yield point.
- e) Ultimate tensile strength.
- f) Elongation percentage in 8 in. length.
- g) Bend test results.
- h) Chemical analysis, including carbon equivalent (CE) of ASTM A 615 bars to be welded.

2) All costs in connection with tests and inspections of identifiable steel will be paid by Owner.

e. Quality control of unidentifiable steel:

- 1) When steel cannot be identified, testing laboratory shall make one series of tensile tests and one series of bend tests in accord with ASTM A 370 or ASTM A 615, for each 5 tons or fractional part thereof of each size and kind of reinforcing steel. Make tests using a minimum of two separate samples. Test full sections of bars as rolled.
- 2) All costs in connection with tests and inspections of unidentifiable steel will be paid by Contractor.

f. Field quality control for welding:

- 1) Inspection and tests of welds shall be made by testing laboratory for reinforcing bar welds, as follows:
 - a) Certification of welders engaged in electric-arc welding of reinforcing.
 - b) Inspection of reinforcing bar welds.
 - c) X-ray test of one of the first arc-welds made by each welder; full penetration splice welds.
 - d) Two tensile tests of sample welds of the largest size bar for each type of welding.
- 2) Owner will pay all costs in connection with tests and inspections for welding of reinforcing steel splices when such welding is indicated on Drawings.
- 3) All costs in connection with tests and inspections for welding of reinforcing steel splices not indicated on Drawings will be paid by Contractor.

g. Payment:

- a. Owner will pay all costs for all tests and inspections except retests and reinspections required because of failures.
- b. All costs incurred for retests and reinspections required because of failure of original tests will be paid by Contractor.

B. Reference specifications and standards:

1. ACI: 301 Specifications for Structural Concrete for Buildings.
2. ACI: 305 Hot Weather Concreting.
3. ACI: 306 Cold Weather Concreting.
4. ASTM: A 370 Mechanical Testing of Steel Products.
5. ASTM: A 615 Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
6. ASTM: C 31 Making and Curing Concrete Test Specimens in the Field.
7. ASTM: C 33 Concrete Aggregates.
8. ASTM: C 39 Compressive Strength of Cylindrical Concrete Specimens.
9. ASTM: C 42 Drilled Cores and Sawed Beams of Concrete, Obtaining and Testing.
10. ASTM: C 143 Slump of Hydraulic Cement Concrete.
11. ASTM: C 172 Sampling Freshly Mixed Concrete.
12. ASTM: C 1107 Packaged Dry, Hydraulic-Cement Grout (Non-Shrink).
13. ASTM: D 1556 Density of Soil in Place by the Sand-Cone Method.
14. ASTM: D 1557 Moisture-Density Relations of Soils Using 10 lb. Rammer and 18 in. Drop.
15. ASTM: D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
16. ASTM: D 2937 Density of Soil In-Place by the Drive-Cylinder Method.
17. ASTM: E 1155 Determining Floor Flatness and Levelness Using the F-Number System
18. ASTM: F 609 Using a Horizontal Pull Slipmeter (HPS).

19. ASTM: F 1677 Using a Portable Inclineable Articulated Strut Slip Tester, (PIAST).
20. ASTM: F 1679 Using a Variable Incidence Tribometer, (VIT).
21. SSPWC: Standard Specifications for Public Works Construction ("Green Book").

1.06 SUBMITTALS

A. Procedure: In accordance with Division 01 Sections.

B. Shop drawings: Plans, elevations, sections, and details, including layout of components and accessories. Indicate dimensions, clearances required, utility service requirements, materials, and finishes.

C. Manufacturer's detailed technical materials data, including technical bulletins, drawings, guides, and manuals, as applicable to the work of this Project, for the following:

1. Admixtures.
2. Curing materials.
3. Joint materials.
4. Waterstops.
5. Metallic aggregate topping.
6. Nonshrink grout, including test data.

D. Certifications:

1. Cement mill test reports and certification.
2. Admixture certification, including chloride ion content.
3. Ready-mix batch plant tickets.
4. Reinforcing steel mill certifications.
5. Reinforcing steel welder's certifications.

E. Concrete mix designs: Submit, for approval, certified concrete mix designs for initial and any subsequent changes in mix designs.

1.06.1.1 PROJECT CONDITIONS

A. Existing conditions:

1. Do not conceal or cover any work until required tests and inspections have been performed and accepted.
2. Do not fabricate items which require fitting to other building elements or into building spaces, until dimensions have been verified at the site.

B. Environmental requirements: Unless otherwise recommended by product or system manufacturer or reference specifications or standards, conform to the following:

1. Do not place concrete when the ambient temperature is 35°F or lower or is expected to go below that temperature within 24 hours.
2. Do not place concrete during rain that will cause surface damage to concrete.
3. Hot weather concreting procedures: In accord with ACI 305.
4. Cold weather concreting procedures: In accord with ACI 306.

C. Traffic control:

1. Maintain vehicular and pedestrian traffic control during concrete operations.
2. Provide flagmen, barricades, warning signs, and warning lights for movement of traffic and safety, and to cause the least interruption of work.

PART 2- PRODUCTS

2.01 MATERIALS

- A. Concrete: In accord with SSPWC Section 201-1, Portland Cement Concrete, type as indicated on Drawings.
 - 1.Cement: Conform to SSPWC Section 201-1.2.1.
 - 2.Admixtures: Conform to SSPWC Section 201-1.2.4.
 - 3.Fine aggregates: Conform to SSPWC Section 200 1.5.3
 - 4.Coarse aggregates: Conform to SSPWC Section 200 1.4.
 - 5.Design slumps and mix proportioning: SSPWC Sections 201-1.1.2 and 201-1.1.3 except as follows.
 - a. Provide concrete which will develop the following minimum 28-day ultimate compressive strengths.
 - 1) Retaining walls and similar structural uses: 4000 psi.
- B. Formwork: Wood or equivalent metal, conforming to SSPWC Section 303-1.3.
- C. Reinforcement: Conform to SSPWC Section 201-2.
- D. Curing materials: Liquid or equivalent sheet membrane, conforming to SSPWC Section 201-4, except as specified herein.
- E. Joint materials:
 - 1. Construction joints: Preformed galvanized steel sheet or resawn wood.
 - 2. Expansion joints: Premolded resilient filler, conforming to SSPWC Sections 201-3, except as specified herein.
- F. Waterstops: Unless otherwise indicated on Drawings, provide extruded dumbbell type, spliced by thermal butt fusion.
- G. Borrow material (for fill): Nonexpansive, predominantly granular material:
 - 1. Particles less than 2 inches in any dimension;
 - 2. Free of organic and inorganic debris;
 - 3. Not more than 12 percent by weight passing the No. 200 sieve.
 - 4. Acceptable to a geotechnical engineer retained by Owner.
- H. Non-shrink grout: Prepackaged, nonshrink, nonmetallic, natural aggregate grout conforming to ASTM C 1107, with minimum 28-day compressive strength of 5000 psi.
 - 1. Hi-Flow or NS Grout by Euclid Chemical Company.
 - 2. Five Star Grout by Five Star Products.
 - 3. Master Flo 713 or 928 by Master Builders, Inc.
- I. Integral mineral coloring pigments: Provide pure synthetic or natural mineral oxide colors as selected by Architect.
 - 1.Chromix by L.M. Scofield Co., Longwood, FL, Los Angeles, CA.
 - 2.Davis Colors, Beltsville, MD, Los Angeles, CA.
 - 3.Lambco Colors by Lambert Corp. of Florida, Orlando, FL.
 - 4.Landers-Segal Color Co., Inc., Passaic, NJ.
 - 5.Solomon Colors, Springfield, IL.

PART 3- EXECUTION

3.01 PREPARATION

- A. Compact top 6 inches subgrade to 95 percent of the Modified Proctor maximum dry density.
- B. Do not allow traffic over prepared subgrade.

C. Uniformly moisten subgrade at time concrete is placed. Uniformly apply water immediately prior to concrete placement.

D. Accurately trim to required elevations, allowing for full thickness concrete.

3.02 WALKS AND SLABS

A. Construct in accord with SSPWC Section 303-5, except finishing and curing of integral color concrete shall be as follows.

1. Finishing:

a. Tamp freshly placed concrete with approved metal grid tampers not less than 12 inches by 12 inches in size so as to bring fines to top, then rod to uniform surfaces at required levels.

1) Float and trowel finish as soon as surface becomes workable.

2) Provide slopes as indicated on Drawings, or as directed by Architect.

b. During finishing maintain adequate surface moisture and reduce plastic shrinkage as recommended by integral color manufacturer.

1) Immediately after fresh concrete has been brought to a flat surface, a shiny film of moisture on top surface shall not be permitted to evaporate or as soon as the shiny surface disappears, it shall be restored and maintained until troweling.

2) Maintain surface moisture film as specifically recommended by integral color manufacturer applying evaporation retarder/finishing aids, frequent, light, fine spray applications of water rather than excessive wetting. Adjust extent of water spray in accord with temperature, humidity, and wind conditions.

c. Work concrete flatwork to achieve the following tolerances when measured in accord with ASTM E 1155.

1) Trowel finished surfaces: FF25/FL20 with minimum FF20/FL15.

2) Float and broom finished surfaces: FF20/FL17 with minimum FF15/FL10.

d. Surface finish textures:

1) Provide float, trowel, brush/broom, and/or abrasive-blasted surface textures to match Architect-approved sample panels.

2) Perform slip resistance testing to ensure that slip resistance of exposed concrete walking surface finishes is maintained. Follow testing procedures required for slip resistance testing of mock-up sample panels.

2.Curing: Cure, harden, and seal colored concrete flat slabs with compound(s) recommended by manufacturer of integral color concrete pigments. Curing, hardening, and sealing compound(s) shall not discolor, lighten, darken, stain, or impart other unsightly characteristics to colored concrete and shall be compatible with Owner's maintenance sealer.

B. Dumpster and compactor equipment pads and similar heavy-duty use areas indicated on Drawings: Apply bonding agent as recommended by topping manufacturer. Mix and apply extra heavy-duty, metallic-aggregate topping in accord with manufacturer's recommendations; unless indicated otherwise, provide minimum 1 inch topping thickness.

3.03 CURBS AND GUTTERS

A. Construct concrete curbs, gutters, and other similar structures in accord with SSPWC Section 303-5, except finishing and curing of integral color concrete shall be as specified herein for walks and slabs.

3.04 SITE STRUCTURES

A. Construct retaining walls, catch basins, manholes, valve and sump pits, thrust blocks, ductbanks, and similar structures to conform to requirements of SSPWC Section 303-1, Concrete Structures.

1. Formwork: Conform to SSPWC Section 303-1.3.

2.Placing reinforcing steel: Conform to SSPWC Section 303.17.

- 3.Placing concrete: Conform to SSPWC Section 303-1.8.
 - 4.Consolidating (mechanically vibrating) concrete: Conform to SSPWC Section 303-1.8.4.
 - 5.Waterstops:
 - a. Install accurately in the formwork. Securely fasten in place as recommended by manufacturer to prevent displacement during concrete placement.
 - b. Use full manufactured length to avoid joints as much as possible.
 - c. Thermally weld all joints and intersections in accord with manufacturer's instructions. Joints shall develop 85 percent (minimum) of tensile strength of section.
 6. Construction joints: Unless indicated otherwise on Drawings, keyed type, conforming to SSPWC Section 303- 1.8.6 and as specified herein.
 7. Expansion joints: Unless indicated otherwise on Drawings, premolded resilient filler, conforming to SSPWC Sections 303-1.8.6.
 8. Form removal: Conform to SSPWC Section 303-1.4.
 9. Finishing: Conform to SSPWC Section 303-1.9.
 10. Curing: Conform to SSPWC Section 303-1.10.
- B. Additionally construct thrust blocks, ductbanks, and similar concrete structures related to other Divisions of work, in accord with requirements specified in applicable Sections and as indicated on Drawings.

3.05 JOINTS

A. Construction (pour) joints:

- 1.Place construction joints at all breaks in concrete placement lasting more than 1 hour and at color changes.
- 2.Unless otherwise indicated on Drawings, key construction joints for slabs 6 inches or more in thickness, except at expansion joints.

B. Expansion joints: Construct expansion joints with preformed resilient filler compatible with joint sealant materials, including joint backing, specified in Division 32 Section "Concrete Paving Joint Sealants".

C. Control joints:

- 1.Place control joints in all exterior flat concrete work, and other locations as indicated on Drawings.
- 2.Where control joints are not indicated on Drawings, verify specific types and layout with Architect prior to placing concrete. Size and shape of layout is dependent on specific areas, but do not space control joints farther apart than 10 feet o.c. in a square pattern (e.g., if a concrete walk is 4 feet wide, control joint should occur at equal spacing of approximately 4 feet o.c. along length).
- 3.Control joints may be one of two types, as indicated on Drawings: Saw-cut or hand-tooled.
 - a. Saw-cut:
 - 1) Use at slabs on grade only. Make saw-cuts 1/8 inch wide. Do not cut through steel bar reinforcing. Depth of all saw-cuts shall not be less than 1/4 of slab thickness.
 - 2) Verify hardness condition of concrete before commencing saw-cutting to ensure that saw will not fret, ravel, or spall edges of cuts nor dislodge aggregate. Use saw-cutting equipment appropriate for the hardness condition of concrete
 - b. Hand tooled: Make control joints with a "V" shaped jointing tool with rounded edges and a 3/4 inch deep keel.
 - c. Whether saw-cut or hand-tooled, accurately lay out areas and make control joints straight and true, with clearly defined angles.
- 4.Construction (pour) joints may be substituted for control joints where specifically approved by Architect.

3.06 PROTECTION OF COMPLETED WORK

- A. During curing period, protect concrete from damaging mechanical disturbances, water flow, loading shock, and vibration.-

END OF SECTION-

SECTION 32 15 40
STABILIZED NATURAL PAVEMENT

PART ONE – GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Stabilized granite surfacing
 - 2. Aggregate Base Course
 - 3. Edging Materials
- B. Related Work:
 - 1. Section 32 1313: Site Concrete Work
 - 2. Section 31 2200: Grading

1.2 REFERENCES

- A. ASTM C136 – Sieve Analysis of Fin and Coarse Aggregates
- B. ASTM D2419 – Sand Equivalent Value of Soils and fine Aggregates
- C. “Greenbook” Standard Specifications for Public Works Construction
- D. USP – U.S. Pharmacopeial Convention (1995)

1.3 SUBMITTALS

- A. Submit in accordance with Division 1 specifications.
 - 1. Manufacturer’s product data sheet and installation instructions indicating that product complies with specifications for stabilized decomposed granite surfacing
- B. Samples:
 - 1. Decomposed granite or specified aggregate, 1 quart for review, in the color specified on the drawings.

1.4 QUALITY ASSURANCE

- A. Manufacturer and Installer specializing in manufacturing work of this section with a minimum of 5 years documented experience.
- B. Obtain each type of decomposed granite surfacing from a single manufacturer.

1.5 MOCK-UP

- A. Install minimum 3 feet x 3 feet section of stabilized decomposed granite surfacing including edging at location approved by Project Manager.
- B. Project Manager to approve mock-up before proceeding with rest of stabilized decomposed granite installation.
- C. Approved mock-up may remain as part of completed work.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Bagged Materials: Accept delivery of materials only in unopened and undamaged containers bearing the brand name and manufacturer’s identification.
- B. Bulk Materials: Each load of decomposed granite surfacing material arriving at the job site in bulk shall be accompanied by a delivery ticket containing the following minimum information:
 - 1. Quarry of origin
 - 2. Amount, weight and type of material
 - 3. Brand name and manufacturer’s identification
- C. Protect stabilized decomposed granite surfacing mix from contamination. Store under cover.

1.7 SITE CONDITIONS

- A. Weather and Site Requirements:
 - 1. Do not install decomposed granite surfacing when subbase is wet at saturated field capacity.

2. Surface of aggregate base or sub-base to be dry and sufficiently stable to be properly compacted.
3. Do not install natural pavement mix, or seal coat if the possibility of rain is forecast within four days following installation.
4. Install natural pavement mix and seal coat when ambient temperature is above 60 degrees Fahrenheit and overnight temperature is above 32 degrees.

PART TWO – PRODUCTS

2.2 ACCEPTABLE MANUFACTURERS AND SUPPLIERS

- A. Specification is based on products by Gail Materials, Corona, CA; (951) 667-6106; www.gailmaterials.com. Equal products will be reviewed and considered.
- B. Substitutions: Products by other manufacturers that comply with specifications will be considered in accordance with Division 1.

2.3 MATERIALS

- A. Aggregate Base:
 1. Meet requirements of Landscape Architect if indicated.
- B. Decomposed Granite.
 1. Produce from naturally friable granite. Blends of coarse sand and rock dust are not acceptable.
 2. Graduation in accordance with ASTM C136:

Sieve Size	Percent Passing
½”	100
3/8”	90 – 100
No. 4	50 – 100
No. 30	25 – 55
No. 100	10 – 20
No. 200	5 – 18

3. Sand Equivalent: 30 minimum in accordance with ASTM D2419.
- C. Binder: Provide Natracil by Gail Materials or approved equal and complying with the following requirements.
 1. Swell Volume: 35 ml/gm minimum in accordance with USP procedures.
 2. 90% minimum shall pass a No. 40 mesh screen.
- D. Factory Blending:
 1. Mix decomposed granite and Natracil or equal stabilizer with a pug mill that includes a weigh-belt feeder.
 2. Pedestrian Paths: Mix 12 lbs. of binder per 2000 lbs. of decomposed granite.

2.4 BASE COURSE MATERIAL

- A. Comply with Green book Section 200-2, Untreated Base Materials for crushed aggregate base.

2.5 ACCESSORIES

- A. Water: Free from contaminants that would discolor or be deleterious to stabilized decomposed granite surfacing.
- B. Edging: Concrete Curbs where noted.
- C. Geosynthetic Fabric: comply with Green book Section 213-2, Geosynthetics.

PART THREE – EXECUTION

3.1 EXAMINATION

- A. Examine grading and subsoil conditions. Do not proceed until conditions are acceptable.
- B. Verification of General Conditions: Examine site and verify that conditions are suitable to receive work and that no defects or errors are present which would cause defective installation of product or cause latent defects in workmanship and function.
- C. Sub grade: Review sub grade to verify that it has been graded to the correct grades and compacted as required for correct installation of the Aggregate base. Aggregate base is recommended for all vehicular applications in accordance with local ordinances pertaining to AC paving.
- D. Unsuitable conditions: Before proceeding with work, installing contractor to notify the Project Manager in writing of unsuitable conditions and conflicts.

3.2 PREPARATION

- A. Protection of Existing Conditions:
 - 1. Use every possible precaution to prevent damage to existing conditions to remain such as structures, utilities, irrigation systems, plant materials and paving on or adjacent to the site of the work.
 - 2. Provide barricades, fences or other barriers as necessary to protect existing conditions to remain from damage during construction.
 - 3. Do everything possible to protect all structures, utilities and existing plants to remain during the installation.
 - 4. Submit written notification of conditions damaged during construction to the Project Manager.
- B. Sub-grade Preparation:
 - 1. Comply with Greenbook Section 301-10, Subgrade Preparation, if no Geo-technical Report is available.
 - 2. Grade sub-grade with uniform slope between points where elevations are given. A requirement of the installation is that the pavement surface has a crown in the middle or 2% slope from one side to the other.
 - 3. Use equipment of proper size and type to achieve grades required.
 - 4. Grade sub-grade surface to within 0.05 foot of finish grade minus aggregate base and aggregate paving thickness.
 - 5. Fill and compact any depressions and remove loose material to finish true to line and grade, presenting a smooth, compacted and unyielding surface, except where indicated otherwise.
 - 6. Remove debris, loose dirt and other extraneous materials.
 - 7. All proper drainage design elements should be in place. Ditches, drains and drain pipes should be installed to assure protection of the pavement and base from cross flows of water. All water flow should be directed off of and away from the pavement and base.
- C. Base Course Installation:
 - 1. Comply with Greenbook Section 302-2 Untreated Base, if applicable.
- D. Edging Materials:
 - 1. Edging materials must be in place prior to the beginning of placing aggregate base or natural pavement.
 - 2. Establish lines and levels, locate and lay out by instrumentation and similar appropriate means for aggregate paving finish grades.

3.3 INSTALLATION

- A. Prior to installation, thoroughly presoak surface on which stabilized decomposed granite is to be placed.
- B. Install in 2" maximum lift thickness and soak with sufficient water to activate Natracil or approved equal stabilizer, through entire depth of lift. Install the additional lifts and soak with sufficient water to activate Natracil or approved equal stabilizer as required.
- C. Grade and smooth to required elevations.
- D. Compact: After +/- 4 hours, compact final lift with a three-five ton double or single static drum roller.

- E. Minimum Compacted Thickness:
 - 1. Pedestrian Paths: 4 inches
 - 2. Vehicular Drives: 6 inches
- F. Surface shall follow overall contours of landscape. Flat areas shall be crowned for drainage. Slope minimum of 1% to drain away from structures.
- G. Completed surface shall be of consistent quality and free of deleterious materials such as organic materials, nails, stones and loose material. Surface shall not have depressions or humps greater than ¼ inch in 10 feet.

3.4 FIELD QUALITY CONTROL

- A. Material shall comply with manufacturers specifications.

3.5 PROTECTION

- A. Do not allow traffic on stabilized decomposed granite surfacing for four (4) days after placement or until compacted stabilized granite has fully cured.
- B. Protect stabilized decomposed granite surfacing from damage until Project completion. Repair damaged areas to match specified requirements.

3.6 MAINTENANCE & REPAIRS

- A. Loose aggregate will appear on the surface over time which is a natural occurrence. If excessive aggregate over ¼ inches occurs, redistribute the stabilized decomposed granite over the entire surface, water thoroughly and re-compact with a minimum one ton drum roller. This process can be repeated as needed.
- B. To repair, excavate damaged area leaving a minimum one inch depth of existing stabilized decomposed granite, water and scarify. Scarifying existing stabilized decomposed granite will prevent a cold joint layer between the existing stabilized decomposed granite and the newly imported pre-blended stabilized decomposed granite.
- C. Add water to the pre-blended stabilized decomposed granite to activate. Apply moistened pre-blended stabilized decomposed granite to excavated area at or above finished grade.
- D. Compact with a walk behind drum roller. Do not allow traffic on stabilized decomposed granite surfacing for one to two days after placement or until compacted stabilized decomposed granite has fully cured.

END OF SECTION

SECTION 32 84 00
IRRIGATION

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Includes all labor, materials, equipment, and operations required to complete the Irrigation System in accordance with the SSPWC latest edition, and the applicable Drawings.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Secure all permits and licenses necessary for the work. Give all notices and comply with all laws, ordinances, rules, and regulations concerning the installation of the sprinkler system as drawn and specified.

1.3 SITE CONDITIONS

- A. Prior to beginning any work, the Contractor and the PVRPD Representative shall participate in a thorough irrigation system review of the project site. All remote control valves identified on the irrigation plan to be protected in place shall be turned on and observed in operation by both the Contractor and PVRPD Representative. Any existing defects will be listed in detail identifying the specific valve station number and describing the exact broken or non-functioning irrigation component noted during the site review. At the conclusion of the irrigation review, the Contractor shall generate a summary of the items identified by both parties listing all remote control valves operated, identifying if the valve performed without any defects or specifically identifying any observed defects or non-functioning components, such as broken heads, clogged nozzles, non-operating valve solenoids, broken piping, or other noted defects. The completed summary of items noted shall be listed on a document called 'Existing Irrigation System Observations'. This document shall be signed by the Contractor and submitted to the PVRPD Representative for a confirming signature. The mutually signed 'Existing Irrigation System Observations' document shall be sent to the attention of the Landscape Architect for inspection purposes at the conclusion of the construction work. If requested by the PVRPD Representative, the Contractor shall provide a list of the existing defective irrigation components noted with a detailed written proposal to repair each item identified on the list. A copy of this proposal will be sent to the Landscape Architect. This additional work proposal must be reviewed and approved in writing by the PVRPD and formally presented to the General Contractor before the Landscape Subcontractor can begin any additional repair work. The mutually signed 'Existing Irrigation System Observation' document shall be used as a guide to identify any collateral damage caused to the existing irrigation system as a result of new construction performed on site by the Contractors. Any damage caused to the existing irrigation system not specifically identified on the 'Existing Irrigation System Observation' document shall be repaired or replaced at the Contractor's expense. In the event that the Contractor does not participate or perform the existing irrigation site review, any existing irrigation equipment or components damaged on the project site noted by the Landscape Architect during the final irrigation system review shall be repaired or replaced by the Contractor at their expense to the satisfaction of PVRPD.
- B. Do not willfully install the sprinkler system as indicated on the drawing when it is obvious in the field that unknown obstructions or grade differences exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the PVRPD Representative.
- C. Before excavating for sprinkler lines, locate all underground utility lines so that the proper precautions may be taken to avoid damage to such utilities. In the event of a conflict between underground lines, promptly notify PVRPD who will arrange for the relocation of one or the other. Failure to follow this procedure places the responsibility upon the Contractor for making any and all repairs for damage of any kind at his own expense.
- D. Provide necessary safeguards and exercise caution against injury or defacement of any existing site improvements. Contractor shall be responsible for any damage resulting from his operations and shall repair or replace such damage at his own expenses. No trucks or vehicles of any kind shall be allowed to pass over sidewalks, curbs, etc., unless adequate protection is provided.
- E. Existing Trees

1. Exercise all possible care and precautions to avoid injury to tree roots, trunks, and branches. All excavating within drip line of trees shall be done very carefully and by hand pick and shovel if it appears that large roots are within trenching zones.
2. Alter alignment of pipe to avoid large tree roots, 2-inch and larger in diameter.
3. Wrap exposed and bridging tree roots with several layers of burlap and keep moist. Close all trenches within drip lines, within 24 hours.
4. All severed roots 1-inch and larger shall be hand pruned with sharp tools and painted with acceptable horticultural seal.

1.4 MATERIAL LIST

- A. Submit to PVRPD for acceptance, five (5) copies of all materials and equipment, including Manufacturer's names and catalog numbers, to be furnished and installed under this contract within 10 days after the award of the contract.

1.5 RECORD DRAWINGS

- A. Provide and record daily a complete record set of prints on bond which shall be corrected to show changes from the original drawings and specifications and the exact installed locations, sizes, and kinds of equipment. Prints for this purpose may be obtained from PVRPD. Keep this set of drawings on the site and use only as a record set.
- B. Use these drawings as work progress sheets. Make neat and legible annotations thereon as the work proceeds, showing the work as actually installed. Keep these drawings available at all times for inspection and in a location designated by PVRPD.
- C. Before the date of the final inspection, transfer all information from the record prints to a clean set of prints procured from PVRPD. Make work neat, in ink and subject to review and acceptance of PVRPD. PVRPD will scan final drawings into a permanent electronic record document.
- D. Dimension from two permanent points of reference such as building corners, sidewalks or road intersections, the location of:
 1. Connection to existing water lines.
 2. Connection to existing electrical power.
 3. Gate valves.
 4. Routing of sprinkler pressure lines and control wiring.
 5. Electric control valves.
 6. Quick coupling valves.
 7. Other related equipment as directed by PVRPD.

1.6 CONTROLLER CHARTS

- A. Record drawings shall be reviewed and accepted by PVRPD before charts are prepared.
- B. Provide one controller chart for each controller supplied.
- C. The chart shall show the area controlled by automatic controller and shall be the maximum size controller door will allow.
- D. The chart is to be reduced from the final record drawing set. However, in the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged to a size that will be readable when reduced.
- E. Chart shall be blackline print and a different color shall be used to show area of coverage for each station.
- F. The chart shall be mounted using Velcro, or an approved equal type of tape.
- G. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic, each piece

being a minimum 20 mils. thick.

H. These charts shall be completed and approved prior to final inspection of the irrigation system.

1.7 TESTS AND SITE OBSERVATIONS

- A. All tests shall be made in the presence of PVRPD; at least forty-eight (48) hours notice shall be given for tests.
- B. Record drawings must be current and shall be verified by PVRPD at the time of all observations.
- C. Site observations for all items pertaining to the work of this Section shall be performed by PVRPD.
- D. Specific site observations for valve assemblies, sprinkler coverage, control wires and splices and any other observations deemed necessary by PVRPD shall be performed by PVRPD.
- E. An open trench main line check for pipe quality and depths shall be performed by PVRPD.
- F. Head Layout - using flag marker layout all drip emitter, tree flood bubblers, and spray heads in field prior to trenching. Review head layout with PVRPD and Landscape Architect and make adjustments in fields as directed prior to installing irrigation.
- G. Center load pipe with small amount of backfill to prevent arching and whipping under pressure. Leave joints exposed for observation during pressure test. No water shall be permitted in the pipe until the above has been accomplished and a period of at least 24 hours has elapsed for solvent weld setting and curing.
Main lines to be tested up to valve at 125 pounds pressure and there shall be no leaks. Furnish force pump and pressure gauge. Lateral lines of system to be tested at line pressure with risers capped. Tests to be for 2-hour period and verified by PVRPD.
- H. Backfill quality and compaction of trenches shall be verified by PVRPD. Do not backfill trenches until all tests have been completed and accepted.
- I. Protect in place any existing sprinkler timer on site.
- J. Perform a coverage test in the presence of PVRPD to determine if the water coverage for planting areas is complete and adequate. Furnish materials and perform all work required to correct any inadequacies of coverage due to deviations from drawings, or where the system has been willfully installed as indicated on the drawings when it is obviously inadequate, without bringing this to the attention of PVRPD.
- K. The coverage test shall be completed, and the irrigation system modified if necessary and accepted, prior to the start of the planting operations.
- L. The entire system shall be checked out thoroughly and completely by the Contractor, five (5) days prior to the final observation. All heads shall be properly aligned and adjusted for coverage and cleared of any foreign materials. All valves shall be properly adjusted. Sprinkler controller valve chart shall be checked for accuracy.
- M. At the end of the Maintenance Period, a final observation shall be made by the Contractor and PVRPD to check out the entire system.

- N. Final inspection prior to acceptance:
 - 1. Operate each system in its entirety for PVRPD at time of final inspection. Rework any items deemed not acceptable to PVRPD.
 - 2. Deliver to PVRPD all accessories, charts, record drawings, and equipment as required before final inspection.

1.8 GUARANTEE

- A. The entire sprinkler system shall be guaranteed for a period of one (1) year from date of final acceptance.
- B. Should any portion of the irrigation system malfunction due to poor workmanship or defective materials, corrections shall be promptly made by the Contractor at his own expense.
- C. Any damage to paving, plating, or other developments due to the settlements of improperly compacted trench soil, shall also be promptly repaired at the Contractor's expense, to the satisfaction of PVRPD.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Irrigation materials shall be in accordance with Subsection 212-2 in the SSPWC “Greenbook” and as specified herein.
- B. The irrigation products specified on the drawings in these specifications are selected to match existing products in use. Substitutions are permitted only when product name is followed by or equal.
- C. Use only new materials of brands and types as noted on the drawings and as specified.

2.2 MATERIALS

- A. Electrical conductors - 24-volt conductors shall be U.F. type, solid wire, U.L. approved for direct burial.
Minimum size shall be 14 gauge or as noted on drawings. Acceptable products shall be 3M Model DBR-Y6 or approved Rainmaster equal.
- B. Fittings - galvanized malleable steel, Schedule 40.
- C. PVC primer and solvents - as recommended by Manufacturer. John-Manville, Lasco, or Pacific Western.
- D. Main Line Fittings - Schedule 80, PVC Type 1, Grade 1, Cell Classification 12454-B, side gated, Lasco Spears, or approved equal.
- E. Lateral non-pressure line fittings - Schedule 40, PVC Type 1, Grade 1, Cell Classification 12454-B, side gated, Lasco or approved equal.
- F. Ball valve shall be Schedule 80 PVC, line size, manufactured by Spears, Tru-Union-Series or Colonial / Lasco VXX101N-SC series.
- G. Nipples and Risers - PVC Schedule 80.
- H. Pipe, Main Line shall be PVC Schedule 40 for size 1 ½” or less, solvent weld pipe in conformance with ASTM D-1785, D-1784. Mainline 2” and larger shall be Class 315 PVC.
- I. Pipe, Lateral Non-Pressure Lines shall be PVC Schedule 40, solvent weld in conformance with ASTM D-1785, D-1784.
- J. Thread Sealant shall be smooth, non-hardening sealant, compatible with the pipe materials specified. Do not use

Teflon tape.

K. Valve Boxes

1. Ball Valves shall be Carson Model, 1419-12-4B Series with lid and valve box extension or approved equal.
2. Remote Control Valves shall be Carson Model, 1220-12-4B series Jumbo Box with lid or approved equal.
3. Quick Coupling Valves shall be Carson Model, 910-4B Series with lid or approved equal.
4. Wire Pull Boxes shall be Carson Model 1419-12-4B Series with lid or approved equal.
5. Master Valve shall be Carson Model 1220-12-4B Series Jumbo Box or approved equal.
6. Flow Sensor shall be Carson Model 1419-12-4B Series with lid or approved equal.

L. Concrete - thrust blocks, walks, controller pads shall be hardrock concrete with minimum compressive strength at 28 days of 2,500 PSI and conform to ASTM L-94. Finish for walks shall be medium brown.

M. Mainline fittings and transition couplers for existing asbestos cement mainline shall be manufactured by Romac, Smith-Blair or approved equal.

N. Automatic Control Valves shall be Rain Bird EFB-CP Series as per drawings.

O. Furnish and install all specialized Rain Master Irrigation Equipment as noted on the irrigation plans.

P. PVC flange fittings shall be PVC Schedule 80, Type 1, Grade 1, loose ringer, ANSI Class 150 flange, Lasco Series 954 or approved equal with full face $\frac{1}{8}$ " thick elastomeric gasket, 5-70 Shore A hardness.

Q. Master valve shall be brass body, rated at 200 PSI, 2" size, normally open with 24 VAC solenoid, Superior 3300 Series with standard 12-volt solenoid.

R. Flow sensor shall be manufactured by Creative Sensor Technology, 1-1/2" size, solvent weld Schedule 40 PVC body, Model FSi-T20-001. Install per Manufacturer's specifications.

S. Flow sensing cable shall be manufactured by Rain Master (Irritrol) Model EV-CAB-SEN, installed in a 1" Schedule 40 PVC electrical conduit 24" below grade. Connect flow sensing cable as per Manufacturer's specifications.

T. Two-wire cable shall be Rain Master Model No. EV-CAB-14, blue colored outer jacket containing one (1) red and one (1) black 14-gauge wire, installed in a 1-1/4" Schedule 40 PVC electrical conduit 24" below grade as per plan.

U. Two-wire decoders shall be Rain Master Model No. TW-D-1 for single remote control valves and master valve; Model No. TW-D-2 for two (2) remote control valves installed in a manifold within 6'-0" from each other; Model TW-D-4 for 3 or 4 remote control valves installed in a manifold within 6'-0" from each other; and Model No. TW-LA-1 for each grounding rod installed along two-wire cable run. All two-wire cable segments as well as any 14-gauge wire segments installed outside of any valve box shall be housed in 1-1/4" Schedule 40 PVC electrical conduit.

V. Auto controller shall be a Rain Master Eagle-Plus series Two Wire auto controller pre-assembled by Site One Green Tech to CVUSD specifications. See irrigation legend for exact model number required for this project. No Known Equal.

2.3 SPARE EQUIPMENT

A. Furnish to PVRPD the following spare equipment:

1. Six (6) 6-inch Pop up turf rotors, part circle arc, Rain Bird Model No. 5006+PCSAM.
2. Ten (10) Nozzles for spray heads, selected by PVRPD.
3. Ten (10) 6-inch Pop up spray heads, Rain Bird Model No. 1806SAM-PRS.

PART 3 – EXECUTION

3.1 GENERAL

A. Irrigation materials shall be in accordance with Subsection 308-5 in the SSPWC "Greenbook" and as specified

herein.

3.2 WORKMANSHIP AND INSTALLATION.

A. Layout and Adjustments

1. The drawings are diagrammatic to the extent that many offsets, special fittings, and exact locations of the equipment are not shown. The locations of all valves, heads, lines, etc., shall be installed, however, as accurately as possible to the locations that are indicated on the drawings.
2. The locations of main lines are indicated as bordering walks, curbs and fences shall be placed as close as possible. Locate lines within planting areas wherever possible.
3. All indicated locations of heads and equipment are placed with careful consideration to overlap, protection of the premises, lights, proposed tree locations and general layout. Coordinate installation of sprinkler irrigation materials, including pipe, so there is no interference with utilities, other construction, or difficulty in planting trees and shrubs. Layout sprinkler heads and make any minor adjustments required due to differences between site and drawings. Adjustments shall be accomplished, maintaining proper sprinkler head coverage and overlap of sprinkler throws.

B. Connections

1. All connections shall be made into existing lines as indicated on the drawings.
2. Field verify existing line types in the field.

C. Cutting and Patching

1. When piping crosses concrete paving and asphalt paving, sawcutting is required. Cut AC paving and/or concrete with concrete sawcutting tools straight and in those locations approved by PVRPD.
2. Remove concrete and/or AC, base, and soil to the required depth for mainlines.
3. Concrete walks shall be backfilled entirely with compacted sand. Compact to 95% and patched with new concrete.
4. AC paving shall be backfilled entirely with a 1-sac sand slurry mix. Compact to 95% and patch with new AC paving.
5. Concrete paving shall be received medium broom finish.
6. Remove from site any excavated soil.

D. Trenching and Backfilling

1. Trench and excavate as necessary to install the system. Excavated material shall be neatly arranged so as to cause a minimum of inconvenience to pedestrian and vehicular traffic. No soil shall be placed on concrete paving without an adequate moisture proof membrane to protect paving.
2. Trenches for all pipe shall be open vertical construction with firm level bottom and sufficiently wide to provide free working space around the work installed and to provide ample space for backfilling and tamping.
3. Install a 3" thick bed of angular plaster sand at the bottom of the irrigation mainline trench to protect the pipe from any abrasive rock. Backfill over piping with site soil that is free of any rock greater than 1" in size.
4. Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe as follows:
 - a) Mains and control wires: 24-inches minimum cover.
 - b) PVC laterals: 12-inches minimum cover.
5. When two (2) pipes are to be placed in the same trench, provide a minimum of 6-inch horizontal clearance. Place pipe side by side; do not install one pipe on top of another.
6. After the installation is complete and the required tests and inspections have been made and approved, the excavations and trenches shall be backfilled with clean soil, free of rubbish, rocks, and pebbles larger than

one-half inch.

E. Plastic Pipe

1. Do not install multiple assemblies on plastic lines. Provide each assembly with its own outlet.
2. Install assemblies specified herein in accordance with respective detail. In absence of detail drawings or specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice.
3. Clean PVC pipe and fittings before installation. For solvent weld pipe use installation and solvent welding methods as recommended by the pipe and fitting manufacturer. For gasketed pipe installation follow detailed assembly instructions furnished by the manufacturer.
4. On PVC to metal connections, work the metal connections first. Use non-hardening sealant on all threaded joints. Screw hand tight and ½ turn by wrench. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.
5. Pipe shall have a firm, uniform bearing, for the entire length of each pipeline, to prevent uneven settlement. Pipe shall be snaked from side to side of trench bottom to allow for expansion and contraction. One additional foot per 100 foot of pipe is the minimum allowance for snaking. Never lay PVC pipe when there is water in the trench or when the temperature is 32° F or below.
6. Use 45° fittings at all changes in depth of pipe. Coupling to be of same materials and wall thickness as pipe.

F. Concrete Thrust Blocks - for mainline 2" and larger, and all gasketed fittings, install concrete thrust blocks at all directional changes.

G. Sprinkler Controller

1. Install auto controller assembly as per plans and manufacturer's specifications.
2. Electrical wiring and work shall conform to the codes and ordinances of all governmental agencies having jurisdiction. Exposed conduits and fittings shall be of one type and finish. Running threads shall not be used.

H. Control Wiring

1. Control wires in conduits and mains shall be installed in common trenches wherever possible.
2. Control wires and two-wire cables shall be installed at least 24-inches below finish grade within Schedule 40 PVC electrical conduits equipped with sch. 40 PVC sweep elbows into and out of all valve boxes. Wire conduits shall be kept to the side of the main line where possible. It shall be a minimum of 6-inches from any pipe or fittings except at terminal points. Provide looped slack at valves and snake wires.
3. Control wire splices allowed only on runs more than 500 feet. Splice as follows:
 - a) Strip off minimum of 2 ½" inches of insulation from each wire and twist wires together 4 complete twists.
 - b) Make splices with 3M Model No. DBR-Y6, waterproof wire connectors as per Rain Master specs. Use one splice per connector sealing pack. Do not make field splices.
4. Wires passing under future or existing paving, construction, etc., shall be encased in a PVC Class 200 sleeve, extending at least 12-inches beyond edges of paving or construction.
5. Identify all control wires at valve boxes and controller with "wire marker tags" 3M or equal.

I. Valves:

1. Piping systems shall be supplied with valves at all points shown on the drawings or specified herein and shall be arranged to give complete regulating control throughout.
2. Valves shall be the full size of the line in which they are installed unless otherwise indicated.
3. Valves shall be installed in accordance with the drawings and Manufacturer's specifications, so all parts are

easily accessible and maintained. Valves near walk, curbs, etc., shall be set with 12-inches and parallel to same. Remote control valves shall be installed in groundcover or shrub areas wherever feasible.

4. Remote control valves shall be adjusted so that the sprinkler heads operate at pressure recommended by the head manufacturer. Remote control valves shall be adjusted so that a uniform distribution of water is applied by the sprinkler heads to the planting areas from each individual valve system.
5. Valve boxes shall be set ½-inch above the designated finish grade at each valve.

J. Sprinkler Heads

1. Prior to installing heads, flush laterals, and risers with full line pressure. Repeat whenever system is opened up for repairs or replacements. Start flushing operation at the highest point of delivery and work to the lowest.
2. Align all part circle heads so that no spray shall hit building walls or concrete paving.
3. Adjust all spray nozzles so that there will be no amount of overspray, and so that the entire set will be as evenly balanced as possible.
4. Install with each lawn area sprinkler head, a "Triple Swing" joint with Schedule 80 PVC nipples and threaded ells.
5. Install all tree bubblers and drip emitters on PVC flexible hose with two (2) solvent weld male adapters.

3.3 FIELD QUALITY CONTROL

A. Adjustment to System

1. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walk, roadways, and buildings wherever possible.
2. Select the best degree of arc to fit existing site conditions.
3. Set all sprinkler heads perpendicular to finished grades unless other designated on the drawings.

3.4 TESTING AND INSPECTION

- A. Do not allow or cause any work of this section to be covered up or enclosed until it has been inspected, tested, and approved by PVRPD. Before backfilling the main line, and with all control valves in place, but before lateral pipes are connected, completely flush and test the mainline, and repair all leaks. Flush out each section of lateral pipe before emitters are attached.
- B. Make all necessary provisions for thoroughly bleeding the line of air and debris. Before testing, fill the line with water for a period of at least 24 hours.
- C. After valves have been installed, test all pressure main lines for leaks at a pressure of 150 PSI for a period of two hours, with all couplings exposed, and all pipe sections carefully center-loaded. Furnish all necessary testing equipment and personnel. Correct all leaks, and retest until accepted by the Engineer.

3.5 FINAL INSPECTION

- A. Thoroughly clean, adjust and balance all systems. Demonstrate the entire system to PVRPD proving that all remote control valves are properly balanced, that all emitters are properly flowing, and that the entire system is installed and is workable, clean, and efficient.

END OF SECTION

**SECTION 32 9000
PLANTING**

PART 1 – GENERAL

1.1 SCOPE

A. PLANTING WORK includes, but not limited to, the following:

1. Preparing existing topsoil/site soil
2. Soil preparation and fine grading
3. Maintenance of planting areas for 90 days

B. RELATED WORK specified elsewhere:

1. Landscape Grading
2. Site Clearing
3. Landscape Irrigation

C. VERIFICATION OF DIMENSIONS AND QUANTITIES

1. All scaled dimensions are approximate. Before proceeding with any work, the contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Landscape Architect of any discrepancies between the drawings and/or the specifications and the actual conditions. No work shall be done in any area where there is such discrepancy until approval for same has been given by the Landscape Architect.

D. PLANT AVAILABILITY

The act of providing a bid for this project establishes the Contractor understands that the plants specified herein may be unusual and more difficult to locate than the industry standard and that the contractor agrees to the following:

1. The contractor shall search for each plant specified. If any California nursery has the specified species the Contractor is obligated to purchase healthy containers of the species.
2. Within 21 days after the award of contract, the Contractor shall submit a plant submittal with nursery sources, plant quantities, plant sizes and photos of the plants being supplied. General marketing photos will not be accepted. All photos must be of the actual plants to be purchased.
3. The plant list shall indicate all unavailable plants and which nurseries were contacted during the Contractor's search.

E. SUBMITTALS

1. Comply with provisions of General Specifications.
2. Submit complete lists of landscape materials and equipment, including manufacturers name and address, specific trade names, catalog numbers complete with illustrations and descriptive literature and clearly mark or underline proposed items; list source of landscape mulch.
3. Shop Drawings: Required for any landscape structure.

F. CERTIFICATIONS

1. Certified Label for all plant material marked with a * on the planting plan list of plants. Each plant supplied to the project, and indicated by the * mark must be tagged for accuracy of identification and verification of the correct variety by a Verified Tag or label affixed. This label must display the trademark logo of the aforementioned description, with the botanical name of the correct plant printed on the same label. Any plant varieties marked on the planting plan with the above instruction that does not arrive on-site with the required label will be rejected at the contractor's expense, and cannot be installed on the project. These labels are accessible to any supplier/grower of nursery plants who has the correct varieties requested for this project.

2. In addition to other required certification, furnish a certificate with each delivery of bulk material, including mulch, and mycorrhizal inoculant, stating its source, quantity, type of material furnished and that such item or material conforms to the requirements of this section.

G. MULCH: Supreme Walk on Bark Mulch, available from CM Topsoils 818-899-5485. Submit mulch sample for approval prior to order and delivery.

H. MYCORRHIZAL INOCULUM

1. Tea bags or drench, per manufacturer's specifications per plant size and/or area. Tri-C Products 1-800-927-3311 or equal.

I. HYDROSEEDED TURF GRASS

1. Seed as listed on plan.

J. OBSERVATION

1. All observation herein specified shall be made by the Landscape Architect. The contractor shall request observation at least 48 hours in advance of the time observation is required. Observation will be required on the following parts of the work:
 - a) During preliminary grading, soil preparation, and initial weeding.
 - b) When finish grading has been completed, and prior to the planting of ground cover or seeded turf.
 - c) When planting and all other indicated or specified work has been completed but prior to maintenance period.
 - d) Final observation at completion of maintenance period.
2. The contractor shall be on the project site at the time of each observation.

K. MAINTENANCE

1. Contractor shall continuously maintain all areas included in the Contract during progress of the work, the 90 day maintenance period, and until final acceptance of the work.
2. If plantings are not acceptable at the end of the maintenance period for the entire work, due to defective maintenance, the maintenance shall be continued by the Contractor until all work meets the Specifications and can be approved.
3. Maintenance shall include continuous operations of watering, weeding, mowing, rolling, trimming, edging, cultivating, fertilizing, spraying, insect and pest control, seeding, and/or other operations necessary to assure good normal growth.
4. All planted areas shall be kept free of debris and shall be weeded at not more than 10-day intervals.
5. During the installation period and maintenance, the Contractor shall be responsible for maintaining adequate protection for all areas. Any damaged planting shall be repaired at the Contractor's expense.
6. At the termination of the maintenance period, all plant materials shall be live, healthy, undamaged, and free of infestations. All lawn areas shall be completely covered at the time of final acceptance. Inferior plantings shall be replaced and brought to a satisfactory condition before final acceptance of the work will be made.

L. GUARANTEE

1. The Contractor, within 15 days of written notification by the Owner Representative, shall remove and replace all guaranteed plant material that for any reason fails to meet the requirements of the guarantee. Replacement material and plantings shall be to the same specifications as required for the original planting and all replacements shall be guaranteed as specified for the original guaranteed materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. AMMONIUM PHOSPHATE
 - 1. Shall be a standard agricultural grade of ammonium phosphate having guaranteed analysis of 16-20-0.
- B. ESTABLISH - GENERAL PURPOSE FERTILIZER
 - 1. Shall have a minimum analysis of 1-1.3-5,(N-P-K), derived from rock phosphate, peat moss, chicken manure, sand, sulfate of potash, gypsum, and EDDHA chelate. As manufactured by Earth Works Soil Amendment, Inc., (310) 322-9702, or an approved equal.
- C. FEATHER MEAL
 - 1. Shall have a minimum analysis of 12-0-0,(N-P-K), derived from feathermeal. As manufactured by Earth Works Inc., (310) 322-9702, or an approved equal.
- D. FERTILIZER TABLETS
 - 1. Shall be fertilizer tablets shall be Agriform 21 gram, 20-10-5, available from Western Farm Service, (805) 487-4961 or an approved equal.
- E. GYPSUM
 - 1. Shall be agricultural grade.
- F. MYCORRHIZAL INOCULUM
 - 1. Tea bags or drench, per manufacturer's specifications per plant size. Tri-C Products 1-800-927-3311 or equal
- G. HYDROSEED MULCH FIBER
 - 1. Shall consist of virgin wood fiber of Aspen or Alder. It shall not contain any waste paper, newsprint or straw material. The mulch shall contain a green dye to facilitate application. Fiber shall be as manufactured by Conwed Co., (Green Tag), Silva-Fiber by Weyerhaeuser Co., or an approved equal, (212-1.2 (e)).
- H. HYDROSEED STABILIZER
 - 1. Shall consist of natural muciloid materials supplied by Ecology Controls M-binder, (805) 684-0436, no equal.
- I. HYDROBLEND SOIL ACTIVATOR
 - 1. Shall have a minimum analysis of 1.2-1.4-5, (N-P-K), derived from rock phosphate, peat moss, chicken manure, sulfate of potash, gypsum. As manufactured by Earth Works Inc., (310) 322-9702, or an approved equal.
- J. MULCH
 - 1. Supreme Walk on Bark Mulch, available from CM Topsoils 818-899-5485. Shall be free of all foreign matter including weed and tree seeds. Submit sample of mulch and source to Landscape Architect/Project Manager for approval prior to application.
- K. NITROFORM UREAFORM
 - 1. Shall be a standard commercial grade of nitroform having a guaranteed analysis of 38-0-0.
- L. ORGANIC AMENDMENT

1. Shall be organic soil amendment, see Planting Notes

M. OVERSEED TOPDRESSING, EARTH WORKS ORGANIC TOPDRESSING

1. Shall be, derived from composted wood products, peat moss, chicken manure and a wetting agent. As manufactured by Earth Works Inc., (310) 322-9702, or an approved equal.

N. POTASSIUM SULFATE

1. Shall be a standard agricultural grade of potassium sulfate having guaranteed analysis of 0-0-50.

O. PRE-EMERGENT HERBICIDE

1. Shall be Balan Granular, by Elanco, or an approved equal. All pre-emergent herbicides, when required, shall be specified and applied by a licensed Pest Control Advisor.

P. ROUNDUP

1. Shall be a water-soluble herbicide for non-selective control of weeds containing 480 grams per liter of the active ingredient Isopropylamine salt of N-(phosphonomethyl) Glycine (Glyphosate) per U.S. gallon, as manufactured by Monsanto Chemical Company, or approved equal.

Q. SOIL

1. Designated as imported soil for pit planting only as specified herein. The soil test will determine the suitability of soil before installation. Transport soil from the source to its final position unless stockpiling is specified.

2. Imported Soil for limited pit planting only:

- a) From a source outside the Project site and in compliance with this section.
- b) Architect may make such inspections and perform such tests as deemed necessary to determine the material meets all requirements.
- c) At least 30 days before scheduled installation, submit the proposed source of soil and a Sample to the Architect. Submit a written request for review, accompanied by a written report of a soils testing laboratory registered by the State of California for agricultural soil evaluation which states that the proposed source complies with these Specifications.
- d) Comply with all recommendations of the soils testing laboratory and provide any soil amendments necessary to achieve proper nutrient levels to support healthy plant growth.
- e) Imported topsoil shall be of a uniform composition and structure, fertile and friable sandy loam garden soil, and be free of roots, clods and stones larger than 1 inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter and not be infested with nematodes or other undesirable insects and plant disease organisms. Imported topsoil shall meet the following additional requirements:
 - (1) Gradation Limits: Sand – 50-80%, clay – 20% maximum, and silt – 30% maximum. The sand, clay and silt gradation limits shall be as defined in ASTM D 422.
 - (2) Agricultural Suitability and Fertility: The soil shall be fertile and friable garden soil suitable for sustaining and promoting the growth of the specified plants.

R. PLANTS

1. All plants are to be nursery grown under similar climactic conditions as the site. Plants shall conform to the American Standard for Nursery Stock, ANSI Z60.1-2004 as published by the American Nursery & Landscape Association, unless specified otherwise in the plans.

2. Plant Acceptance:

- a) Sample trees, shrubs and groundcovers, as specified in the plans, shall be approved for use and shall be made available to the Landscape Architect for approval, prior to ordering and delivering. Name of the grower, guarantee of availability of quantities and conformance to the specifications must be furnished in writing to the Landscape Architect prior to ordering of the approved plant. Digital color photographs may be used for approval.
- b) Upon approval of the plant material, ordering may be placed.
- c) Plants shall be transported so that they are not exposed to wind, extremes of temperature, or conditions, which would cause them to dry or sunburn.
- d) **Plants shall be inspected at time of arrival** to insure they are healthy and in good condition. Any plant found not in conformance with the specifications, shall be rejected. A copy of the shipping bill shall be provided to the inspector at the time of delivery, to insure the proper quantities of plants have been delivered (see Certification requirements above).

PART 3 – EXECUTION

3.1 METHODS

A. TOPSOIL PREPARATION – GENERAL

1. The topsoil shall be the existing class "C" on-site topsoil. Remove all stones over 1 inch in greatest dimension, to a depth of 6 inches below finish grade, (308-2.3.1).
2. Prior to planting, the top two (2) inches of all areas (including slopes) shall be free of weeds, stones, and other deleterious matter one (1) inch in diameter and larger.

B. TOPSOIL PREPARATION

1. If not otherwise specified, all planting areas shall receive the following soil preparation. Uniformly broadcast the following materials per 1,000 square feet:
 - a) Yara or Simplot calcium ammonium nitrate (27-0-0) – 4 pounds
 - b) Potassium sulfate (0-0-50) – 6 pounds in areas where needed
 - c) Triple superphosphate (0-45-0) – 4 pounds in areas where needed such as lower open space
 - d) Gypsum – 15 pounds
 - e) Organic amendment – 3 cubic yards in areas where to be hydroseeded, sufficient amount to provide soil organic matter in the range of 4% to 7% on a dry weight basis
 - f) The soil preparation materials shall be cultivated into the soil to a depth of 6 inches minimum and thoroughly watered, (308-2.3.1).

C. WEED ABATEMENT (“GROW AND KILL”)

1. Weed abatement shall apply to all turf, hydroseed, shrub, tree, and all areas to be planted as shown on plans. The abatement operation shall be commenced only after removals, grading, hardscape construction, installation of irrigation system, soil preparation, and fine grading of turf and planting areas have been completed.
2. NOTE: It is required that herbicides be applied by a licensed PEST CONTROL APPLICATOR.

D. CONTRACTOR RESPONSIBILITY DURING WEED ABATEMENT OPERATION AND APPLICATION PRECAUTIONS

1. The Contractor is responsible for any and all damage done to plant materials outside of the treatment area. Contractor shall replace, in kind and size, any plant material damaged or killed through the application of herbicide.
2. The following precautions shall be observed in handling and applying herbicide:
 - a) Before applying, Contractor shall read and understand all instructions provided by the manufacturer.
 - b) Product shall not be used when winds are gusty or in excess of 3 miles per hour, or when any other conditions exist which would result in drift.
 - c) Avoid combinations of pressure and nozzle type or adjustment that result in mist.

- d) Do not apply during rain, or if rain is forecast within twelve hours. If rain occurs within twelve hour period, material must be reapplied after plant growth has dried out.
- e) Contractor shall observe extreme care not to allow spray to contact desirable plant material. Use cardboard, plywood, or other appropriate material to shield plant materials outside of the treatment area from overspray.
- f) Do not apply to bare ground.
- g) Do not add any other product to herbicide mix, including spreader-stickers or surfactants.

E. WEED ABATEMENT: GROW AND KILL METHOD

1. Contractor shall follow the "grow and kill" steps set forth below:

- Step 1. Clear the site of all dead or living vegetative growth by hand or mechanical means.
- Step 2. Thoroughly water all turf and planting areas daily to keep soil evenly moist for a period of at least two weeks.
- Step 3. At the conclusion of the growth period, treat all plants within the treatment area with Roundup at an application rate of five (5) quarts of Roundup mixed in 50 gallons of clean water per acre applied by spraying. Thoroughly moisten all plant material with herbicide.
- Step 5. Do not water or otherwise disturb treated areas for a period of two (2) weeks.
- Step 6. After two-week kill period, remove all dead plant growth. If any living plants are observed, entire plant, including roots, shall be removed by hand. Minimize physical disturbance of the soil.

Repeat the Grow and Kill process a minimum of two times prior to planting or hydroseeding.

F. WEED SUPPRESSION (NON-HERBICIDE WEED REMOVAL)

1. Weed suppression, shall apply to all turf and planting areas. The suppression operation shall be commenced only after removals, grading, hardscape construction, installation of irrigation system, soil preparation, and fine grading of turf and planting areas have been completed. Contractor shall thoroughly water all turf and planting areas for a period of two weeks minimum prior to commencing removal. Contractor shall clear site of all dead vegetation and living weeds by hand or mechanical means. All removed vegetation shall be properly disposed of off-site.

G. GENERAL PLANTING

1. If the moisture content of the soil should reach such a level that working it would destroy the soil structure, spreading and grading operations shall be suspended until the moisture content is increased or reduced to acceptable levels and the desired results are likely to be obtained.
2. Actual planting shall be performed during those periods when the weather and soil conditions are suitable in accordance with locally accepted horticultural practice and approved by the project manager.
3. The Contractor shall only install as many plants per day as can be watered on the same day. All plants shall be thoroughly watered into the full depth of each planting hole immediately after planting.

H. TREE AND SHRUB PLANTING

4. Plant pits for all 1 gallon, 5 gallon, 15 gallon, and all boxed size trees, shall be twice the width and equal to the depth of the container root ball. Note that this requirement differs from the SSPWC (308-4.5).
5. Unless otherwise specified, the backfill mix for all plants shall be 70% percent on site soil and 30% percent Type I organic soil amendment and 1 lb. of "Establish," general purpose fertilizer per gallon of container, or 1 lb. per each 4" of box size. "Broadleaf P-4" water holding polymer shall also be added to the backfill mix at the rate of 1 oz. per foot of root ball diameter.
6. Each plant pit shall also receive "Agriform" slow release fertilizer tablets, 21 gram, 20-10-5, as shown in the relevant planting details, and as follows:
 - 1 gallon – 1 tablet
 - 5 gallon – 2 tablets
 - 15 gallon - 6 tablets
 - Larger than 15 gallon size - 2 tablets per half inch of trunk diameter

7. Space tablets evenly around the perimeter of the root ball, approximately 3 inches below finish surface. After shrub or tree has been planted, water by hand to hydrate polymer.
8. Remove all watering basins around trees planted in lawn areas at the end of the maintenance period. All trees planted in lawn areas shall have a 36 inch diameter unplanted area around each tree. Trees in planted areas shall have a 36" watering basin prepared and maintained throughout the maintenance period.

I. MULCHING

1. All planting areas except lawn shall receive a minimum three (3) inch deep layer of mulch per the Planting Details and this specification's materials list. Mulch shall be spread evenly throughout planting beds and tree watering basins. Do not bury ground cover or plants.

J. MAINTENANCE AND PLANT ESTABLISHMENT

1. The Contractor shall be responsible for maintenance within the area of work throughout the period of construction and the plant establishment period. The maintenance shall include continuous operations of picking up trash and emptying trash cans daily, watering, the removal of all weeds in planting areas and all broad leaf weeds in lawn areas, mowing, rolling, trimming, edging, cultivation, fertilization, spraying, control of pests, insects and rodents, reseeding, plant replacement (irrespective of cause), or any other operations necessary to assure normal plant growth and the collection and removal of all trash daily. Any malfunctions of, or damage to, the irrigation system caused by the Contractor in the prosecution of his work shall be repaired within 24 hours.
2. The plant establishment period shall be for a period of 90 days unless extended as described in this section. The plant establishment period shall be started when all planting and related work has been completed, in accordance with the contract documents. The beginning of the plant establishment period shall be determined by an on-site review by the Project Manager. Trees and shrubs shall be healthy and vigorous at the completion of the maintenance period. Broken or vandalized tree stakes shall be repaired to a condition as initially installed within seven (7) days of damage.
3. All turf areas shall have 95 percent coverage with bare areas not exceeding three square inches. All turf shall be of the grass specified and be free from all broad leaf weeds. The turf shall not be allowed to grow higher than three (3) inches and shall be mowed to a one and one half (1 ½) inch height. The turf shall be mowed at least twice during the plant establishment period.
4. The entire area of work shall be kept free of weeds, trash or other debris during the maintenance period. The Contractor shall maintain the area of work at maximum seven (7) day intervals and perform any needed mowing of existing lawns within the area of work when the grass reaches a four (4) inch height.
5. Five weeks after lawn seeding the Contractor shall apply a slow release 38-0-0 granular fertilizer at a rate of 15 pounds per 1000 sq. ft. to all lawn areas. The fertilizer shall be applied in the presence of the BCA Inspector.
6. The Contractor shall immediately replace any and all plant materials and/or grass which, for any reason dies or is damaged while under the Contractors care. Replacement shall be made with seed and/or plants as indicated or specified for the original planting.
7. All shrubs and ground covers shall be guaranteed for a period of ninety (90) days from the end of the plant establishment period. All trees and shrubs 15 gallon size or larger shall be guaranteed for a period of one (1) year from the end of the plant establishment period.
8. The designated plant establishment period is part of the total contract time. The plant establishment period will be extended at fourteen (14) day intervals if, at the end of the plant establishment period, the planting, irrigation and other improvements do not reflect the intent of the plans and Notice to Contractors. All extensions of the plant establishment period shall be subject to the assessment of liquidated damages, (308-6).

- END OF SECTION -

**SECTION 32 9119
LANDSCAPE GRADING**

PART 1- GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Site grading, including:
1. Site stripping.
 2. Import or export of soils as required to complete grading.
 3. Rough grading and shaping of site.
 4. Final finish grading and shaping of site.
1. 5. Removal from site and proper disposition of all debris and excess material resulting from the work.
6. Fill and compact holes resulting from removals.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 31 Section "Site Clearing".
- B. Division 31 Section "Excavation and Fill for Utilities".
- C. Division 31 Section "Excavation and Fill for Structures".
- D. Division 31 Section "Erosion and sedimentation controls".
- E. Division 32 Section "Site Concrete Work".

1.04 DEFINITIONS

- A. Dewatering: Control of surface water runoff and ground water accumulation.

1.05 QUALITY ASSURANCE

A. Tests and Inspections:

1. Procedure: In accordance with Division 01 Sections.
2. Required tests:
 - a. Fill material: Determine suitability of fill material not previously evaluated.
 - b. Maximum density tests: Determine optimum moisture content and maximum dry density of fill materials placed and compacted in accord with ASTM D 1557, Procedure A.
 - c. Field density tests: Determine in-place density of fill materials placed and compacted in accord with ASTM D 1556, ASTM D 2922, or ASTM D 2937. Provide one test for every 10,000 sq. ft. per lift.
 - d. Certification of all subgrade improvements and engineered fills and subgrades with respect to their adequacy and suitability values for intended uses.
 - e. Suitability and classification testing for all soils of unknown characteristics prior to use as compacted fills.
 - f. Other tests as may be required by Owner.
3. Required inspections and controls:
 - a. General inspection of stripping of surfaces and removal of root mat, peat, organic soils (muck), clay, and other unsuitable material.
 - b. Detailed inspection of exposed subgrades prior to finishing or placing fill materials.
 - c. Continuous control of placing and compacting of all engineered fills.
 - d. Continuous inspection and monitoring during placing and compacting operations.

- e. Observation and consultation in processes of bank shaping, safety in excavations, dewatering, and identification of materials encountered.
- B. Requirements of regulatory agencies: In addition to complying with other legal requirements, comply with the following.
 - 1. Code of Federal Regulations Title 29 CFR Part 1926, Subpart P, Excavations.
 - 2. Occupational Safety and Health Administration Document 2226.
- C. Reference specifications and standards:
 - 1. ASTM: D 1556 Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 2. ASTM: D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.-lbf/ft³).
 - 3. ASTM: D 2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 4. ASTM: D 2937 Density of Soil In-Place by the Drive-Cylinder Method.
 - 5. CFR: Title 29 CFR Part 1926 Safety and Health Regulations for Construction.
 - 6. OSHA: Document 2226 Excavations.
- D. Allowable tolerances:
 - 1. Grading elevations and contours: Accuracy of final grading elevations and contour shall be the responsibility of a civil engineer or land surveyor licensed in the State of California.
 - 2. Grade (cut or fill) site to the elevations indicated on Drawings within the following tolerances:
 - a. All cuts and fills: Within a tolerance ± 0.10 feet for grades indicated on Drawings.
 - b. Structures at or on grade: Within 0.02 feet (including hardscape).

PARTS 2 - PRODUCTS

2.01 MATERIALS

- A. On-site and borrow fill:
 - 1. Non-expansive, predominantly granular material:
 - 2. Particles less than 2 inch in any dimension;
 - 3. Free of organic and inorganic debris;
 - 4. Not more than 12 percent by weight passing the No. 200 sieve.
- B. Top soil: All soil above the lower root line of fine vegetation (grasses and sod).
 - (a) Borrow site: At location approved by Owner.
- (2) Recycled fill: Refer to Division 02 Section "Selective Site Demolition". Limit use as follows:
 - 1. Not more than 10 percent (by volume, compacted) of total fill.
 - 2. Not less than 2 feet below bottom of concrete foundations.
 - 3. Imported, recycled fill is not acceptable.

PART 3 - EXECUTION

3.01 PROTECTION

- A. Public and adjacent properties: Protect in accord with applicable laws and ordinances.
- B. Existing on-site features, plant life, including trees, scheduled to remain:
 - 1. Protect from damage at all times.
 - 2. Do not allow earth-moving equipment within the branch spread perimeter (drip line) of existing trees.
- C. Utilities:
 - 1. When utility line excavation occurs near existing utilities, whether or not indicated on Drawings, maintain existing utility services fully operational. Protect and support utility lines in a manner to prevent damage. Method of protection is subject to Owner's approval.

2. Expeditiously repair damaged utilities at no cost to Owner.
3. Remove abandoned lines encountered during excavating and dispose of off-site. Report unidentified lines to Owner prior to removal.
4. Capping and rerouting of indicated active utility lines encountered during Work of this Section will be performed as part of the work of section pertaining to utility encountered.

D. Dust control:

1. Throughout entire construction period, effectively dust-palliate working area, unpaved roads, and involved portions of site.
2. Palliation: Intermittently water and sprinkle with such frequency as will satisfactorily allay dust at all times. Chemical treatment of any type is not permitted.
3. Use of reclaimed water shall conform to requirements and guidelines of governing health authorities and be specifically approved by Owner.

3.02 STRIPPING AND CLEARING

- A. Strip dry ground areas of all top soil, surface vegetation, muck, roots, organic material, and debris to result in a uniform surface of exposed clean, natural sand or soils.
- B. Except as directed otherwise by Owner, dispose of all waste materials to legal off-site disposal areas.
- C. Soil redistribution: Do not redistribute existing soils beyond immediate area of origin.

3.03 EXCAVATIONS

- A. Excavate materials of every nature to dimensions and elevations indicated. Use equipment of suitable type for materials and conditions involved.
- B. Where additional excavation is required to remove unsatisfactory materials encountered, such additional work shall be paid for by means consistent with terms of the Contract.
- C. Remove from site materials not approved for use as topsoil or fill and excess excavated materials.

3.04 FILLING, COMPACTING, AND GRADING

A. Filling:

1. Place fill in uniform lifts not exceeding 8 inches in loose thickness that will uniformly compact to the required densities.
2. Bring each layer to between ± 2 percent of optimum moisture content before compaction. Add water by uniform sprinkling and mixing with soils. Add or blend additional fill materials or dry out existing materials as required.
3. When moisture content and condition of each layer is satisfactory, compact to specified density. Compact areas not accessible to motor-driven equipment with mechanical or heavy hand tampers.
4. Rework compacted areas failing to meet specified density as determined by tests. Recompact and retest as required or directed to achieve proper density.
5. Correct unauthorized excavation made below depth indicated, as acceptable to geotechnical engineer retained by Owner, at no additional cost to Owner.
6. Do not place fill materials until subgrade is acceptable to geotechnical engineer retained by Owner, nor until preceding fill layer is acceptable.
7. Prior to placing fill material on existing surfaces, scarify to a depth of 6 inches and recompact to same degree of compaction as overlying fill material.

B. Compacting:

1. Parking and pavement areas: Compact soils below all parking areas, walks, slabs, and asphalt pavement to 90 percent of the Modified Proctor maximum dry density for full depth of fill.

2. Landscape areas: Compact soils below all landscape, planting, and sod areas to 85 percent of the Modified Proctor maximum dry density for the full depth of fill.

3. Building areas: Compact soils below all buildings and for a distance of 5 feet beyond perimeter footing to at least 90 percent of the Modified Proctor maximum dry density for the full depth of fill. Proof roll within these limits with a self-propelled vibratory compactor capable of imparting a maximum dynamic drum force of at least 36,000 lb. Proof roll from a level that is 2 feet above ambient water table. This may require locally filling low areas prior to utilizing a vibratory compactor. Densify subsoils by making repeated overlapping coverages of roller as it operates at its full vibrational frequency, and at a travel speed of not more than 2 feet per second.

4. Minor structures: Support catch basins and other minor structures on bottom and all sides by soils compacted to 90 percent of the Modified Proctor maximum dry density for full depth of fill.

C. Grading:

1. Grade (cut or fill) site to the elevations indicated on Drawings within the following tolerances:

- a. All cuts and fills: Within a tolerance ± 0.10 feet for grades indicated on Drawings.
- b. Structures at or on grade: Within 0.02 feet (including hardscape).

2. Elevations and contours indicated on Drawings are to finish grade unless otherwise indicated. Make allowances for pavement thickness, bases, and sod material where applicable.

3.05 SUBSTRATE PREPARATION

A. Eliminate uneven areas and low spots.

B. Remove debris, roots, branches, stones, in excess of $\frac{1}{2}$ inch in size.

C. Loosen and scarify surface to depth of 24 inches where planting is scheduled. Loosen and scarify in areas where equipment used for hauling and spreading soil has compacted subsoil to a depth of 24 inches.

3.06 PLACING TOPSOIL / SOIL AMENDMENTS

A. Grade soil/soil amendments in areas where seeding, and planting, is required to thickness as scheduled to a nominal depth as per Landscape Planting Plans. Place soil/soil amendments during dry weather.

B. Fine grade existing topsoil/soil amendments to eliminate rough or low areas. Maintain profiles and contour of subgrade.

C. Remove roots, weeds, rocks, and foreign material while spreading.

D. Manually spread topsoil close to plant material.

E. Lightly compact and roll placed topsoil.

F. Remove surplus soil from site.

G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.4 PROTECTION OF INSTALLED WORK

A. Protect landscaping and other features remaining as final Work.

B. Protect existing structures, fences, sidewalks, utilities, paving and curbs.

C. Prohibit construction traffic over topsoil.

-END OF SECTION-

**SECTION 33 05 28
UNDERGROUND UTILITIES MARKING**

PART 1- GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

- A. Underground warning tape for:
 - 1. Electrical power duct banks.
 - 2. Common user duct banks.
 - 3. Potable and nonpotable water.
 - 4. Reclaimed water.
 - 5. Natural gas.
 - 6. Sanitary and storm sewer force mains.
 - 7. Compressed air.
 - 8. Chilled water.
 - 9. Irrigation mainline piping.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 31 Section "Excavation and Fill for Utilities".

1.04 QUALITY ASSURANCE

- A. Reference specifications and standards:
 - 1. ANSI: Z53.1 Safety Color Code for Marking Physical Hazards.

1.05 SUBMITTALS

- A. Procedures: In accordance with Division 01 Sections.
- B. Product data:
 - 1. Manufacturer's detailed technical materials data, including technical bulletins, drawings, guides, and manuals, as applicable to the work of this Project.
 - 2. For color coding of specific utilities not indicated on Drawings or not specified herein, submit samples of color coding tape markings for selection by Owner.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Marking tape:

- 1. Empire Level Manufacturing Corporation (Thor Enterprises), Mukwonago, WI. Tel: (800) 558-0722.
- 2. Mutual Industries North, Inc., Philadelphia, PA. Tel: (215) 927-6000, (800) 523-0888.
- 3. Reef Industries, Inc., Houston, TX. Tel: (713) 507.4250, (800) 231-6074.
- 4. Stranco Inc., Michigan City, IN. Tel: (219) 874-5221, (800) 348-3217.
- 5. T. Christy Enterprises, Inc. 655 E. Ball Road, Anaheim, CA. Tel: (714) 507-3300, (800) 258-4583.

2.02 MATERIALS

- A. Marking tape: Reinforced or unreinforced type, 6 inches wide, inert, virgin resin, plastic film formulated for extended use underground, imprinted with an appropriate legend to define type of utility line it identifies.

1. Nondetectable: Minimum 4 mils overall thickness.

- a. DuraTec or ShieldTec by Empire Level Manufacturing Corporation (Thor Enterprises).
- b. Underground Tape (UT series) by Harris Industries, Inc.
- c. Non-Detectable Underground Marking Tape (No. 17783) by Mutual Industries North, Inc.
- d. Underground Warning Tape (PUWT-XXX series) by Stranco, Inc.
- e. Underground marking tape (No. TA-ND-6-GI) 6 inches non-detectable green irrigation marking tape by T. Christy Enterprises.

2. Detectable: Double-lamination/sandwich with continuous aluminum core, minimum 5 mils overall thickness. Provide manufacturer's splice clips or other accessory materials to maintain conductivity throughout entire length of tape installation.

- a. ThorTec or MagnaTec by Empire Level Manufacturing Corporation (Thor Enterprises).
- b. Underground Tape (DU series) by Harris Industries, Inc.
- c. Underground Detectable Tape (No. 17774) by Mutual Industries North, Inc.
- d. Detect-A-Line Detectable Underground Warning Tape (PUWT-XXXD series) by Stranco, Inc.
- e. Terra Tape Sentry Line 1350 by Reef Industries, Inc.

3. Color code: Black lettering on color backgrounds in accord with APWA/ULCC Uniform Color Code and ANSI Z53.1, except as follows.

- a. Red: Electric power ductbanks other than high voltage (e.g., 12 kV) electric power ductbanks.
- b. Yellow: Natural gas distribution and transmission.
- c. Orange: Common user ductbanks.
- d. Black or white lettering on blue background: Potable and nonpotable water systems.
- e. Black or white lettering on brown background: Sanitary and storm sewer force mains.
- f. Yellow lettering on purple background: Reclaimed water lines.
- g. Black lettering on light blue background: Compressed air systems.
- h. Black lettering on green background with brown band striping: Chilled water systems.
- i. Black lettering on silver background with orange band striping: Hot water systems.
- j. Black lettering on green background: Irrigation mainline piping reading "CAUTION IRRIGATION LINE BELOW".

PART 3 - EXECUTION

3.01 INSTALLATION

A. Marking tape:

1. Nondetectable tape: Install over metallic utility lines.
2. Detectable tape: Install over nonmetallic utility lines.
3. For trenches which contain only one utility line, install one marking tape directly on top of each utility line (at the 12 o'clock position), install one additional tape 12 inches above the centerline of the utility line, and install one additional marking tape 18 inches to each side of centerline of utility line, a total of four utility marking tapes for a single common utility line in a single trench.
4. For trenches in common which contain more than one utility line, install one marking tape directly on top of each utility line (at the 12 o'clock position), install one additional tape for the proper utility 12 inches above the center of the utility line, and one additional marking tape for each utility in the common trench, installed 18 inches to each side of the edge of each of the outboard utility lines, a total of 8 utility marking tapes for 2 utility lines in a single common trench; a total of 12 utility marking tapes for 3 utility lines in a single common trench; a total of 16 utility marking tapes for 4 utility lines in a single common trench, etc.

-END OF SECTION-

APPENDIX B

CONSTRUCTION DRAWINGS

OBTAINING CONTRACT DOCUMENTS: Plans, Specifications, and contract documents may be obtained on the District's website at: <https://www.pvrpd.org/requests-for-proposal>. Paper copies are also available at: Parks Department, 1605 E. Burnley Street, Camarillo, CA 93010, (805) 482-5396, upon payment of a \$75.00 non-refundable fee if picked up, or payment of a \$100.00 non-refundable fee, if mailed. If a FedEx number is provided or alternative shipping fees are paid, the District will send the documents for the pickup price.

**PLEASANT VALLEY RECREATION & PARK DISTRICT
ARNEILL RANCH PARK RENOVATION PROJECT
SPEC NO. 21-03**

BID SCHEDULE / SEE TECHNICAL DATA IN THE CONTRACT AND SPEC'S

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	Compliance with NPDES		1	10,800.00	10,800.00	
2.	Mobilization		1	18,000.00	18,000.00	
3.	Selective Site Demolition		1	69,600	69,600	
4.	Cast-in-Place Concrete / See Plans		1	129,600	129,600	
5.	Site Clearing / See Plans		1	21,600	21,600	
6.	Excavation and Fill for Utilities / See Plans		1	153,600	153,600	
7.	Erosion and Sedimentation Controls/ See Plans		1	93,600	93,600	
8.	Asphalt Paving and Repairs / See Plans		1	9,600	9,600	
9.	Site Concrete Work / See Plans		1	33,600	33,600	
10.	Stabilized Natural Pavement / See Technical Data on Contract		1	34,000	34,000	
11.	Irrigation / See Plans for Spec's		1	70,800	70,800	
12.	Mainline/ See Plans for Details		1	39,600	39,600	
13.	Dripline/ See Plans for detail		1	24,000	24,000	
14.	Valves/ See Plans for detail		1	39,400	39,400	

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
15.	Controller / See Plans for detail		1	44,400	44,400	
16.	Sprinklers / See Plans for detail		1	27,800	27,800	
17.	Planting / See Plans		1	38,700	38,700	
18.	Landscape Grading / See Plans		1	91,800	91,800	
19.	Underground Utilities / See Plans		1	28,000	28,000	
20.	Plant Palette / See Plans		1	8,200. ⁰⁰	8,200. ⁰⁰	
21.	24" Box Trees		1	4,700. ⁰⁰	4,700. ⁰⁰	
22.	15 Gallon Shrubs		1	34,700. ⁰⁰	34,700. ⁰⁰	
23.	5 Gallon Shrubs/Plants		1	44,900. ⁰⁰	44,900. ⁰⁰	
24.	1 Gallon Shrubs/Plants		1	43,400. ⁰⁰	43,400. ⁰⁰	
25.	Mulch		1	72,800. ⁰⁰	72,800. ⁰⁰	
26.	Soil Amendment for Hydro-Seeding		1	27,700. ⁰⁰	27,700. ⁰⁰	
27.	Seeded Turf (inside of track)		1	48,000	48,000	
28.						
29.						
TOTAL BID AMOUNT IN FIGURES					\$ 1,261,900.00	
TOTAL BID AMOUNT IN WORDS					One Million Two Hundred Sixty One Thousand, Nine Hundred Only	

ITEM NO.	DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
ITEM NO.	BID ALT DESCRIPTION	LUMP SUM	UNIT	UNIT COST	TOTAL ITEM AMOUNT	NOTE
1.	6.00 Lighting		1	36,000. ⁰⁰	36,000. ⁰⁰	
2.	Conduit 3000 ft and 36 pull boxes		1	154,800. ⁰⁰	154,800. ⁰⁰	
3.	Pulling Wire		1	32,400. ⁰⁰	32,400. ⁰⁰	
4.	Light Fixtures (Lighted Bollards)		1	115,700. ⁰⁰	115,700. ⁰⁰	
5.	Restroom Conduit and Wire		1	8,400. ⁰⁰	8,400. ⁰⁰	I.S.
6.	New Electric Pedestal		1	28,800. ⁰⁰	28,800. ⁰⁰	I.S.
7.	Sec 12 93 00 Site Elements / See Plans	Install	1	13,500. ⁰⁰	13,500. ⁰⁰	I.S.
8.	Benches		1	18,000. ⁰⁰	18,000. ⁰⁰	
9.	Picnic Tables		1	4,400. ⁰⁰	4,400. ⁰⁰	
10.	Trash Receptacles		1	1,500. ⁰⁰	1,500. ⁰⁰	
11.	Exercise Equipment		1	54,800. ⁰⁰	54,800. ⁰⁰	
12.	Fitness Equipment		1	19,900. ⁰⁰	19,900. ⁰⁰	
13.						
TOTAL BID AMOUNT IN FIGURES					\$ 487,700. ⁰⁰	
TOTAL BID AMOUNT IN WORDS <u>Four Hundred Eighty Seven Thousand Only</u>						

RESOLUTION NO. 684

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT, APPROVING A BUDGET ADJUSTMENT FOR PHASE 1 OF THE ARNEILL RANCH PARK RENOVATION PROJECT

WHEREAS, the final Budget for FY 2021-2022 was approved by the Pleasant Valley Recreation and Park District Board on July 7, 2021, and

WHEREAS, \$1,100,000 budgeted from Fund 30, Quimby Fees, for the purposes of funding Phase 1 of the Arneill Ranch Park Renovation Project, and

WHEREAS, the Arneill Ranch Park Renovation Project was determined to be eligible for funding through Quimby fees, and

WHEREAS, the Phase 1 of the Project is estimated to cost up to \$1,571,185, and

WHEREAS, the Board has considered the recommended amendment.

NOW THEREFORE, the Board of Pleasant Valley Recreation and Park District hereby resolves that:

1. The 2021-2022 budgeted amount for the Arneill Ranch Park Renovation Project as identified in Fund 30 of the 2021-2022 Adopted Budget is increased to an amount not to exceed \$1,571,185 and is hereby approved and adopted effective July 7, 2021.
2. The General Manager is authorized to make expenditures conforming with this Budget Amendment.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 7th day of July 2021, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Mark Malloy, Chair
PVRPD Board of Directors

ATTESTED:

Elaine Magner, Secretary
PVRPD Board of Directors

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Leonore Young, Administrative Services Manager

DATE: July 7, 2021

**SUBJECT: CALIFORNIA SPECIAL DISTRICT ASSOCIATION
(CSDA) BOARD OF DIRECTORS ELECTION, (SEAT A)
COASTAL NETWORK**

SUMMARY

The California Special Districts Association (CSDA) is seeking Special District Board Members or their General Managers for the CSDA Board of Director Seat A 2022-2024 term.

BACKGROUND

The leadership of CSDA is elected from its six geographical networks. Each network has three seats on the Board with staggered 3-year terms. The CSDA Board of Directors is the governing body responsible for all policy decisions related to member services, legislative advocacy, education and resources. A candidate must attend all board meetings, usually 4-5 meetings annually in Sacramento; participate on at least one committee which meets 3-5 times a year; attend Special District Legislative Days and the CSDA Annual Conference; and complete four modules of CSDA's Special District Leadership Academy within 2 years of being elected.

The District is located within the Coastal Network which spans from Ventura County up to and including Santa Cruz County. Director Magner is the current incumbent holding Seat A in the Coastal Network. Director Magner's term is expiring. At the March 3, 2021, District Board meeting the Board nominated Director Magner to continue to fill Seat A.

ANALYSIS

At this time, the Board may vote for one of the following candidates to fill Seat A of the Coastal Network:

- (1) Elaine Magner, Pleasant Valley Recreation and Park District
 - a. Incumbent, VP CSDA Board of Directors
 - b. Currently on the Special District Leadership Foundation (SDLF) and the SDLF Scholarship Committee
 - c. Past CSDA Committees:
 - Fiscal, Audit, Elections and Bylaws, Memberships and Professional Development
 - d. PVRPD Representative to the Ventura County Special Districts Association



Fellow Coastal Network Members,

Having represented the Coastal Network as a CSDA Board member since 2016, I'm requesting your support for re-election.

I'm currently CSDA Board Vice President, having also served as Secretary and Treasurer. I've chaired the Fiscal and Membership committees, now serving as the ex-officio on all CSDA committees. I'm a representative to the Special Districts Leadership Foundation and their Scholarship Committee. I've completed the SDLF Leadership Academy, and regularly attend the annual Legislative Days, Annual Conference and Exhibitor Showcases.

As a Director for the Pleasant Valley Recreation and Park District Board since 2008, I've served as Board Chair, on the Personnel and Liaison Committees, and as PVRPD's representative to the Ventura County Special Districts Association and CSDA. I have been honored by VCSDA as Director of the Year.

My career in Public Service for 31 years was in law enforcement Human Resources. Following my retirement, I worked as a contract investigator for the Department of Justice.

My experience on the PVRPD Board and my work as a public servant has provided me with a solid foundation of experience, enabling me to represent your District's interests on the CSDA Board.

As a board member, I represent all special districts in the Coastal Network, supporting CSDA's on-going efforts to offer educational classes and informative conferences and their pro-active legislative advocacy and policy proposals that impact all Special Districts.

If re-elected, I will continue to work with board members and staff to further advocacy efforts at the state and national level, increase membership, and further enhance services provided to member agencies.

I would appreciate your district's support in my re-election as the Coastal Network representative on the CSDA Board of Directors. I respectfully ask for your vote.

Sincerely,

Elaine L. Magner, Director
Pleasant Valley Recreation and Park District



**California Special
Districts Association**
Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Elaine Magner

District/Company: Pleasant Valley Recreation and Park District

Title: Board Director

Elected/Appointed/Staff: Elected

Length of Service with District: Since February 2008

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I currently serve on the CSDA Board of Directors as the Vice President. As the CSDA Vice President I serve on all CSDA committees. In the past I have been on the Fiscal, Audit, Elections and Bylaws, Membership and Professional Development and provide input to many of the CSDA Expert Feedback Teams including Human Resources and Personnel, Governance and Revenue Teams. Also I am one of the three CSDA board directors on the Special Districts Leadership Foundation (SDLF) and the CSDA representative on the SDLF Scholarship Committee.

I attend CSDA Legislative Days and Exhibitors Showcase annually.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

No

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Serve as the Pleasant Valley Recreation and Park District representative to the Ventura County Special Districts Association. Am one of the PVRPD Board members on the City of Camarillo/PVRPD Liaison Committee focusing on senior needs including facilities.

4. List civic organization involvement:

Member of the Camarillo Health Care District Early Morning Executive Panel – pre-COVID.

CSDA Board of Directors 2021 – 2023 Election Candidate Statement

I am the Past-president of the Santa Maria Public Airport District, and currently serve as Board Secretary. I have served on the District board for 10 years.

I'm the Past-president of the Santa Barbara County Chapter of CSDA, and continue to serve on the Board of Directors. I've served on the board for approximately 7 years. In addition, I currently serve on the CSDA Secondary Legislative Committee, and have served on the HR Support Committee.

I'm a past member of the Santa Maria Valley Chamber of Commerce Board of Directors, and currently serve on its Leadership Santa Maria Valley Board.

I'm an Honorably Discharged Marine Corps Veteran, and was designated a Lifetime Honorary Commander Emeritus by the 30th Space Wing at Vandenberg Air Force Base.

I hold a BA degree in General Studies, an MA in Human Development and Management, and a Ph. D in Management.

In addition to the above, I serve/have served in the following capacities:

- . Board Member and Past President – Santa Barbara County Taxpayers Association
- . Current President – Committee to Improve North (Santa Barbara) County
- . Chairman – Volunteer Leadership Committee, California Credit Union League
- . Board Member – California Credit Union League Advocacy Committee and Political Action Committee

I'm the recipient of several California Assembly, California State Senate and Congressional Certificates of Recognition, as well as Chamber of Commerce Citizen of the Year, and California Credit Union League Volunteer of the Year Awards.

My work with these various organizations has brought me into contact with numerous City, County, State and Federal elected officials, as well as managers and directors and employees of a number of special districts, and I hope to bring these experiences to the CSDA Board of Directors

I hope you will consider me for election to the CSDA Coastal Network board position.

Hugh Rafferty



**California Special
Districts Association**
Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Hugh Rafferty

District/Company: Santa Maria Public Airport District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 10 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

CSDA Secondary Legislative Committee

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

California Credit Union League - PAC and Advocacy Committee

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Santa Barbara County Chapter CSDA

4. List civic organization involvement:

Santa Barbara County Taspayers Association

Chamber of Commerce - Leadership Santa Maria

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER

DATE: July 7, 2021

SUBJECT: ADOPT RESOLUTION NO. 685 AUTHORIZING THE SUBMISSION OF AN APPLICATION TO LAFCO FOR THE ANNEXATION OF THE SOMIS RANCH FARMWORKER PROJECT AND FINDING OF EXEMPTION FROM CEQA

SUMMARY

The Ventura Local Agency Formation Commission (LAFCo) was formed and operates under the provisions of state law, specifically what is now known as the Cortese-Knox-Hertzberg Act of 2000. LAFCo's implement state law requirements and state and local policies relating to boundary changes for cities and most special districts, including spheres of influence, incorporations, annexations, reorganizations and other changes. As the Somis Ranch Farmworker project is adjacent to but outside of the District's currently boundaries, it is necessary for the District to apply for a change of organization to expand the boundary to include this project to allow the District to provide services to the residents of the project. Staff is recommending that the Board adopt Resolution No. 685 to authorize the District to submit an application for the annexation of the Somis Farmworker project.

BACKGROUND

Somis Ranch Partners, LLC, together with associated non-profit affordable housing providers, submitted a formal application to the County of Ventura to develop a farmworker housing community on May 17, 2019. This is a private development which has been approved for the development of 360-units of multi-family housing on approximately 18.43 acres in the unincorporated area of Ventura County, located at 2789 Somis Road, northwest of the intersection of Somis Road/Lewis Road and Las Posas Road/Upland Road. This area is currently just outside of the District's sphere of influence and boundaries.

The County held a scoping meeting on April 22, 2020 to review the Somis Ranch Farmworker project description, potential impacts, the CEQA review schedule and tentative project timeline. On January 14, 2021, the Ventura County Planning Commission held a hearing to discuss the next steps for the project and then on February 2, 2021, the Ventura County Board of Supervisors held a final public hearing to review the project which they then approved.

SOAR (a Save Open Space & Agricultural Resources initiative) establishes an urban growth boundary within which future development can occur. With limited exceptions, the boundary line of the SOAR may not be altered without voter approval.

This annexation project does not require a SOAR vote as voter approval is only needed if the General Plan land use designation is amended from an Agriculture, Open Space, or Rural land use designation. In this case, a farmworker housing complex is an allowed use in the Agricultural Exclusive (AE) zone, which is the current zoning designation for this property, such that there was no change in land use designation for this project. This is a 100% affordable rental project for farmworkers who qualify as lower income.

Summary of the Project: The 360-unit housing complex will include a variety of one-, two-, and three-bedroom apartments, and associated ancillary facilities such as community centers, play fields, tot lots/playgrounds, a basketball court, a community garden area, and a network of meandering pedestrian walkways. The project includes 28 residential building types consisting of a mix of one, two and three stories with a maximum building height of 35 feet. The architectural style of the residential buildings will be Spanish Colonial.

ANALYSIS

As the District is an interested party in the Somis Ranch Farmworker Housing project, staff reviewed the draft Environmental Impact Report and participated in the Planning Commission meeting and the Ventura Board of Supervisors meetings at which the project was considered and ultimately approved. As part of the initial review process the District requested that there be more detailed analysis as it related to Parks and Recreation spaces and programming. The families residing in this complex are unlikely to use any Ventura County park resources due to their proximity to the District's classes and facilities.

The three nearest County of Ventura parks are: Santa Rosa Valley Park (5.1 miles from a planned development), Steckel Park (25.1 miles); and Soule Park (31 miles). Of these three parks, Soule Park is the only park with features developed beyond open space and campgrounds, with playgrounds, sports fields, and tennis courts, etc. Conversely, there are nine District Parks within a 2.5-mile radius of the Somis Ranch Farmworker Development which include amenities such as: playgrounds, soccer fields, baseball/softball fields, an aquatics center, tennis/pickleball courts, and basketball courts, among other features.

Additionally, this development is sited adjacent to what is already one of the District's most heavily impacted acreage per capita areas. If the District's boundaries were less than a mile further, this development would be included in the District and would support/use District facilities without question. There is no doubt that this development will impact PVRPD resources, due to its proximity to already heavily impacted District facilities and due to the population (1,112 individuals) the project is expected to house.

While the District would typically review options such as Quimby Fees or the dedication of parkland to mitigate the impact of this project, those are not currently available as the project site is currently outside of the District's boundaries. The Public Resources Code, Chapter 4, Recreation and Park Districts, (§§ 5780 through 5791.7) declares that the provision of recreation, park, and open-space facilities and services are essential services and the Legislature's that recreation and park districts cooperate with other public agencies "to deliver those facilities and services". For this reason, PRC Section 5871 explains that "territory, whether incorporated or unincorporated, whether contiguous or noncontiguous, may be included in a district."

As a result, the District requested that the Ventura County Board of Supervisors consider the following two items as part of the project's approval process:

- 1) Award the Quimby fees which are still to be determined to Pleasant Valley Recreation and Park District to allow the District to accommodate the increase in capacity at one or several of the following parks: Dos Caminos, Pitts Ranch Park, Bob Kildee Community Park, Community Center Park, Pleasant Valley Senior Center, and the Pleasant Valley Aquatic Center.
- 2) The County's inclusion of a condition of approval required the Pleasant Valley Recreation and Park District actively demonstrate the annexation of this development into the District's boundaries.

The Supervisors appeared to agree that the District will support the residents of this project and added a condition of approval as requested by the District, tying the project's Quimby fees to the annexation process. Accordingly, the District is now seeking to initiate the annexation process for the Somis Ranch Farmworker project. As part of this process the District will need to work with a surveyor to prepare the map and legal description which need to be included as part of the application for APN:1560180485.

FISCAL IMPACT

Approval of the LAFCo application will have an estimated cost to the District of \$10,000 for the preparation of the application, map and legal description for this project. This project has been included in the budget, in Business Services, as part of the FY 21-22 budgeting process.

RECOMMENDATION

It is recommended the Board adopt Resolution No. 685, directing staff to finalize and submit the application for change of organization specific to the annexation of the Somis Ranch Farmworker project.

STRATEGIC PLAN COMPLIANCE

Meets 2021 Strategic Plan Goal 1.1: Identify additional sources of revenue to reduce the reliance on current property tax.

ATTACHMENTS

- 1) LAFCo Application (19 pages)
- 2) Resolution No. 685 (3 pages)
- 3) District Boundary Map (1 page)
- 4) Somis Ranch Farmworker Project Location (2 pages)



VENTURA LOCAL AGENCY FORMATION COMMISSION

801 S. VICTORIA AVENUE, SUITE 301 • VENTURA, CA 93003

TEL (805) 654-2576 • FAX (805) 477-7101

WWW.VENTURA.LAFCO.CA.GOV

Application

DISTRICT

CHANGE OF ORGANIZATION

Please complete the application *in its entirety*. All questions within the sections pertinent to the proposal must be answered.

APPLICANT:

Agency Name: Pleasant Valley Recreation and Park District
Mailing Address: 1605 E. Burnley St. Camarillo, CA 93010
Staff Contact: Mary Otten
Title: General Manager
Phone: 805-482-1996 x. 114
Fax: 805-482-3468
E-mail: motten@pvrpd.org

For LAFCo Use Only

File# _____

SECTION 1: CONTACT INFORMATION

1. Applicant's representative (if applicable):

Name: _____ Company: _____
Mailing address: _____
Phone: _____ Fax: _____
E-mail: _____

2. Other interested parties to receive notices, agendas, staff reports:

Name: Bill Teller Company: Somis Ranch Partnership
Mailing address: PO Box 6045, Oxnard, 93031, CA
Phone: 805-312-6208 Fax: _____
E-mail: _____

Name: _____ Company: _____
Mailing address: _____
Phone: _____ Fax: _____
E-mail: _____

SECTION 2: PROPOSAL INFORMATION

3. The proposal involves:

- Annexation of land
- Detachment of land
- Other - Explain: _____

4. General location of proposal area:

2789 Somis Road, northwest of the intersection of Somis Road/Lewis Road and Las Posas Road/Upland Road.

5. Parcel/Owner information. Please provide the following information for each parcel. Attach additional sheets, as necessary. If there are multiple addresses on a parcel (i.e. multi-family residences) all addresses must be included for LAFCo to process the request.

- Assessor parcel number: 1560180485
Site address, if applicable: 2789 Somis Road
Other addresses, if applicable: _____

Owner: Somis Ranch Partners
Owner mailing address: PO Box 6045, Oxnard, 93031, CA

Phone: 805-312-6208 E-mail: _____

- Assessor parcel number: _____
Site address, if applicable: _____
Other addresses, if applicable: _____

Owner: _____
Owner mailing address: _____

Phone: _____ E-mail: _____

(Parcel/Owner Information Continued)

- Assessor parcel number: _____
Site address, if applicable: _____
Other addresses, if applicable: _____

Owner: _____

Owner mailing address: _____

Phone: _____ E-mail: _____

- Assessor parcel number: _____
Site address, if applicable: _____
Other addresses, if applicable: _____

Owner: _____

Owner mailing address: _____

Phone: _____ E-mail: _____

- Assessor parcel number: _____
Site address, if applicable: _____
Other addresses, if applicable: _____

Owner: _____

Owner mailing address: _____

Phone: _____ E-mail: _____

6. Have all landowners provided written consent for the proposal? Yes No

Please attach all consent letters.

7. Is the proposal area within the District's sphere of influence?

Yes

No - Please complete a sphere of influence amendment application.

SECTION 3: AFFECTED AGENCIES

8. Does the proposal include:

a. Detachment from any other agency or district? Unknown Yes No

(i) If yes, please identify:

- _____
- _____

b. Annexation to any other agency or district? Unknown Yes No

(i) If yes, please identify:

- _____
- _____

SECTION 4: LAND USE

9. What is the size of the proposal area? 36.36 acres square feet

10. Is the proposal area within a sphere of influence for a city?

- Yes – City of _____
- No

11. Is the proposal area within the municipal boundaries of a city?

- Yes – City of _____
- No

12. General plan/zoning. Please complete the following table. For proposals involving more than five parcels, attach a similarly formatted table with the following information for each parcel.

Assessor Parcel Number	*Applicable General Plan Designation	*Applicable Zone Designation
1560180485	Agricultural	AE-40 ac

* For Question 12, the applicable general plan and zone designation are as follows

- For territory within a city, that city's general plan and zone designation
- For territory within the unincorporated area and within a city's sphere of influence, that city's general plan and prezone designation (if any)
- For territory within the unincorporated area and outside of any city sphere of influence, the County's general plan and zone designation

13. Existing land use. Please complete the following table. For proposals involving more than five parcels, attach a similarly formatted table with the following information for each parcel.

Assessor Parcel Number	Existing Land Use	Number & Type of Dwelling Units, if applicable	Number & Type of Non-Residential Buildings
1560180485	Agricultural Production	2	8

14. Surrounding land uses. Please complete the following table.

	Jurisdiction	Existing Land Use	General Plan	Zoning
North	County	Agriculture	Agricultural	AE-40 ac
South	City	Industrial	Quasi-Public	RE Residential
East	County	Agriculture	Agricultural	AE-40 ac
West	County	Agriculture	Agricultural	AE-40 ac

15. Reason for Proposal.

To accommodate new development – Complete 15.a.

Other - Complete 15.b.

a. Describe the development:

Affordable housing for farmworkers in the area.

- (i) Number/type of units: 360 rental units
- (ii) Commercial/industrial square footage: _____
- (iii) Estimated number of residents and/or employees: 1,000 residents
- (iv) Have all entitlements for the development been approved?
 - Yes** - Indicate the file numbers and approval dates in the following table and attach copies of all resolutions and/or ordinances approving all entitlements
 - No** - Skip to Question 16

Entitlement	File Number	Approval Date
General Plan Amendment		
Specific Plan		
Prezone		
Tentative Tract Map		
Tentative Parcel Map	PL19-0046	02/02/2021
Use Permit (or equivalent)	PL19-0046	02/02/2021
Development Agreement	PL19-0046	02/02/2021
Other: _____		

- b. For proposals other than those to accommodate new development, explain the reason for the change of organization:

16. Is any new, but not yet approved, development within the proposal area contemplated within the next two years?

- Yes** - Explain: _____
- No**
- Unknown**

17. Are all the lots within the proposal area legal pursuant to the California Subdivision Map Act?

Yes

No – Which? _____

Unknown

18. Describe any public easements, oil/water well operations, cellular site leases, etc. that currently exist within the proposal area:

19. Describe the topography of the proposal area:

20. Describe the physical features of the proposal area, including private roads, streams, drainage courses, vegetation, etc:

SECTION 5: SERVICES

21. The district will provide the following services (indicate all that apply and complete only the following questions related to each service):

Fire / Emergency services – Complete Question 22

Parks and recreation – Complete Question 23

Sewer – Complete Question 24

Solid waste collection and disposal – Complete Question 25

Water – Complete Question 26

Other: List service(s) below and complete Question 27

- _____
- _____
- _____

22. Fire/Emergency Service

- a. Location of the nearest fire station: _____
- b. Distance of nearest fire station from the proposal area: _____
- c. What is the overall response time goal for fire/emergency service calls?
Priority calls: _____ minutes Non-priority calls: _____ minutes
- d. What is the current average response time for fire/emergency service calls?
Priority calls: _____ minutes Non-priority calls: _____ minutes
- e. What is the estimated response time for service calls to the proposal area?
Priority calls: _____ minutes Non-priority calls: _____ minutes
- f. Are any new fire stations planned that will serve the proposal area?
 Yes - Where and when? _____
 No
- g. How will service be financed?

23. Parks/Recreation

- a. What parks and recreation services and programs will be provided?

PVRPD will be providing a wide range of parks and recreation activities across it's 28 park facilities.

- b. What is the district's parkland goal? 5 acres per 1,000 residents
- c. What is the district's current parkland ratio? 3.3 acres per 1,000 residents
- d. What will be the district's parkland ratio upon completion of the proposal?
3.28 acres per 1,000 residents
- e. How will parks and recreation services be financed?

Property tax revenues and user fees

24. Sewer Service

a. The district provides:

- Sewer collection and/or conveyance
- Sewer treatment

b. Is the proposal due to a failed septic system? Yes No

c. What is the district's current wastewater treatment capacity (expressed in million gallons per day (mgd) and equivalent dwelling units (edu)?

_____ mgd _____ edu

d. What is the average volume of influent currently being treated?

_____ mgd _____ edu

e. What is the peak flow volume? _____ mgd

f. What is the peak flow capacity? _____ mgd

g. Has peak flow capacity been exceeded within the past two years?

Yes - Describe the frequency and volume of incidents that exceeded the agency's peak capacity:

No

h. How many future equivalent dwelling units have been reserved or committed for proposed projects and projects that have been approved, but not built? _____ edu

i. Can all projects that have received commitments of sewer availability be accommodated with:

(i) Current capacity? Yes No

(ii) Planned capacity? Yes No

j. Does the district have treatment capacity to serve this proposal?

Yes - Please identify:

(i) Estimated proposal demand _____ mgd _____ edu

(ii) Estimated available capacity _____ mgd _____ edu

No - Please describe the district's plans to upgrade capacity to resolve any capacity related issues:

k. What is the distance of the proposal area to the closest mainline? _____ feet

l. Will the proposal require the extension of a mainline?

Yes - What distance? _____

No

m. What is the distance of the proposal area to the closest trunkline? _____ feet

n. Will the proposal require the extension of a trunkline?

Yes - What distance? _____

No

o. At what location will the project connect to the existing sewer system?

p. How will infrastructure improvements *and* on-going service be financed?

25. Solid waste collection and disposal

a. How will solid waste collection/disposal services be provided?

District will provide service

Private service provider under contract with district

Other: Explain: _____

b. How will service be financed?

26. Water Service:

a. The district provides (check all that apply):

Wholesale potable water – Complete b - j

Retail potable water – Complete b - j

Agricultural water – Complete c - j

Groundwater management and/or conservation – Complete k

b. Is the proposal area considered in the district's latest Urban Water Management Plan (UWMP)?

Yes

(i) Does the UWMP reflect the approved land use on the site?

Yes No

No

c. What is the district's current total water supply (in acre feet per year)? _____ AFY

d. What is the district's current water usage? _____ AFY

e. How many AFY have been reserved or committed for proposed projects and/or projects that have been approved, but not built? _____ AFY

f. Is the district's long-term water supply adequate to serve the proposal area?

Yes - Please specify the proposal's estimated water demand and the district's available supply.

(i) Estimated proposal demand: _____ AFY

(ii) Estimated available supply: _____ AFY

No - Please describe the district's plans to increase water supply

g. What is the distance of the proposal area to the closest mainline? _____ feet

h. Will the proposal require an extension of a mainline?

Yes - What distance? _____

No

i. At what location will the project connect to the existing water system:

j. How will infrastructure improvements *and* on-going service be financed? (e.g. general property tax, assessment district, landowner/developer, user fees, etc.)

k. Explain the groundwater management and/or conservation services provided:

27. Other services

a. Please list any other service(s) that will be provided:

- _____
- _____
- _____

b. Does the district contract with another provider for the service(s)?

Yes - Service _____ Provider: _____
Service _____ Provider: _____
Service _____ Provider: _____

Please submit of copy of the contract(s) for the service(s)

No

c. Is the current level of service(s) adequate to serve the proposal?

Yes

No - How will adequate service be provided?

d. How will the service(s) be financed?

SECTION 6: AGRICULTURE AND OPEN SPACE

28. For all or any portion of the proposal area or any adjoining land:

a. Does it qualify for a Class I or Class II rating in the USDA Natural Resources Conservation Service land use capability classification system regardless of whether or not it is irrigated as long as irrigation is feasible? Yes No

b. Does it qualify for a Storie Index Rating between 80 and 100? Yes No

c. Does it support livestock used for the production of food and fiber and that has an annual carrying capacity of at least one animal per acre as defined by the latest USDA National Range and Pasture Handbook? Yes No

d. Is it planted with fruit trees, nut-bearing trees, vines, bushes, or crops with a non-bearing period of less than 5 years and that returns at least \$400 per acre on an annual basis? Yes No

e. Has it produced unprocessed plant products with an annual gross value of at least \$400 per acre for 3 of the last 5 calendar years? Yes No

Note: If the answer is "Yes" to any one of the responses for 28(a) through 28(e), additional information must be submitted as part of the application in order for the application to be considered complete for the purpose of filing. The Ventura LAFCo Commissioner's Handbook (Sections 3.1.2 and 3.3.5) describes the information to be submitted.

29. Is any portion of the site under a Land Conservation Act contract?

Yes - Attach a copy of the contract to the application and complete a-e.

a. Contract number: _____

b. Type of contract: 10 year 20 year

c. Date of contract execution: _____

d. Date of contract expiration notice of non-renewal, or tentative cancellation (if applicable):

No

30. Is the site within or adjacent to an adopted greenbelt?

Yes - Which greenbelt? _____

No

31. Is any portion of the site under an agricultural or open space easement? Yes No

SECTION 7: ASSESSMENT AND INDEBTEDNESS

32. Does the district plan to establish any new special taxes, fees, or assessment districts in order to pay for new or extended service(s) to the proposal area?

Yes - Describe which services and status of new funding source(s):

No

33. Will the proposal area assume any existing bonded indebtedness upon annexation?

Yes - How will the indebtedness be repaid? (e.g. property taxes, special tax, assessments, service fees):

Assessments

No

SECTION 8: ENVIRONMENTAL ANALYSIS

34. Identify the CEQA lead agency for the project: _____

35. What type of CEQA document was prepared for the project?

- Notice of Exemption (CEQA Guidelines Section: _____ Class Title: _____)
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report

a. If an EIR was prepared, were Statements of Overriding Considerations adopted?

Yes – For which specific impacts?

 No

SECTION 9: REGIONAL HOUSING NEEDS

36. Is the proposal needed for the County or a city to meet its RHNA obligation? Yes No

37. Does the County's or a city's housing element identify the site as one that is needed to meet its RHNA obligation? Yes No

SECTION 10: ENVIRONMENTAL JUSTICE

38. Is there an unincorporated community or neighborhood with an average annual median household income that is less than 80% of the statewide annual median household income within, or adjacent to, the proposal area?

Yes - Describe its location/name:

a. Does the district currently provide any services to this community?

Yes - What services?

No

b. Is the community within the proposal area?

Yes

No - Does the district have any plans to annex this community in the future?

Yes: When? _____

No: Why not? _____

No

CERTIFICATION

I certify under penalty of perjury, under the laws of the State of California, that the information contained in this application is true and correct. I acknowledge and agree that the Ventura Local Agency Formation Commission is relying on the accuracy of the information provided and my representations in order to process this application proposal.

I further certify that I am authorized by the Pleasant Valley Recreation and Park District (name of district) to sign this application on the District's behalf.

Date: _____

Print Name: Mary Otten

Title: General Manager

Signature: _____



VENTURA LOCAL AGENCY FORMATION COMMISSION

COUNTY GOVERNMENT CENTER • HALL OF ADMINISTRATION

800 S. VICTORIA AVENUE, L #1850 • VENTURA, CA 93009

TEL (805) 654-2576 • FAX (805) 477-7101

HTTP://WWW.VENTURA.LAFCO.CA.GOV

INDEMNITY AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, hold harmless and release the Ventura Local Agency Formation Commission (LAFCO), its officers, employees, attorneys, or agents from any claim, action or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul, in whole or in part, LAFCO's action on the proposal or on the environmental documents submitted to support it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, and expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the application.

LAFCO Case Name and No. _____ (LAFCO USE ONLY)

Date: _____

APPLICANT OR APPLICANT'S REPRESENTATIVE:
(Proof of authority to sign must be provided)

Signature: _____

Name: _____

Agency: _____

Title: _____

Address: _____



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AGREEMENT FOR PAYMENT OF LAFCO FEES

Applicant: _____

LAFCO Case Name and No. _____ (LAFCO USE ONLY)

The Applicant understands and agrees as follows:

1. The Ventura Local Agency Formation Commission ("LAFCO") has established a fee schedule pursuant to Government Code § 56383 to recover a portion of the estimated reasonable costs of LAFCO proceedings. Applicant has submitted a request for action to LAFCO that requires an initial deposit of funds in accordance with the fee schedule. Applicant hereby pays the initial deposit fee of \$ _____ (LAFCO USE ONLY) to reimburse LAFCO for costs associated with the request.
2. LAFCO's costs of processing the request, consisting of LAFCO staff time at hourly rates based on the most recent LAFCO fee schedule, and all direct LAFCO costs associated with Applicant's request, will be charged to Applicant and deducted from the initial deposit fee. LAFCO's costs include but are not limited to: (a) Staff time spent reviewing application materials, responding by phone or correspondence to all inquiries relating to the request, preparing reports, attendance and participation at meetings, and making filings necessary to complete proceedings, and; (b) Direct costs for public notices, legal counsel, County, state and federal agency review and information, and consultants hired by LAFCO to assist in the review and processing of the request.
3. If the LAFCO Executive Officer determines the initial deposit fee is insufficient to reimburse all of LAFCO's costs incurred and to be incurred to complete the requested action, LAFCO will bill Applicant for, and Applicant must pay, an additional deposit equal to the additional fee estimated by the Executive Officer as necessary to fully reimburse LAFCO.
4. After all requested actions are complete the LAFCO Executive Officer will compute the actual final costs and will refund any unused portion of the deposit or will bill Applicant for any unreimbursed costs. Any refunds will be solely for the unused portion of the deposit and will not include any interest.
5. If Applicant fails to pay in full any sums billed by LAFCO within 15 days of the billing, the LAFCO Executive Officer may stop processing Applicant's request and/or set the request for hearing by LAFCO with a recommendation for denial due to failure to pay fees. The Executive Officer shall not be required to record a certificate of completion or otherwise complete any requested action until and unless all fees are paid in full.

6. Applicant may make a written request to LAFCO for an accounting of billed sums, and LAFCO will respond within a reasonable period. Applicant's obligations to pay the required fees shall not be delayed or deferred by such a request.

7. The undersigned is (check one):

- The individual applicant or petitioner who agrees to be bound by the terms of this agreement and to pay the sums due LAFCO.
- The authorized representative of the Applicant who is empowered to execute this agreement and who agrees the Applicant shall be bound by its terms and shall pay the sums due LAFCO.
- The property owner or real party in interest for an application or petition filed or to be filed with LAFCO by a City or Special District. I agree to be bound by the terms of this agreement as they are applicable to Applicant and to pay to LAFCO all sums due from Applicant. I agree that notice to Applicant of any obligation arising hereunder shall be construed to be notice to me.

Date: _____

Name: _____

Mailing Address: _____

Phone: _____

Signature: _____

RESOLUTION NO. 685

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AUTHORIZING THE INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF ASSESSOR PARCEL NUMBER 1560180485 (THE SOMIS FARMWORKERS PROJECT) AND TO AMEND THE DISTRICT'S SPHERE OF INFLUENCE BOUNDARY AND DETERMINATION OF EXEMPTION FROM CEQA

WHEREAS, the Pleasant Valley Recreation and Park District ("District") desires to initiate proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, as the same may be amended from time to time, for the annexation and reorganization of an 18.43 acre parcel located at 2789 Somis Road and referred to as APN 1560180485 (the Property"); and

WHEREAS, Government Code section 56654 provides that "[a] proposal for a change of organization or a reorganization may be made by the adoption of a resolution of application by the legislative body of an affected local agency . . . [;]" and

WHEREAS, the District hereby proposes to the Ventura Local Agency Formation Commission (LAFCo) to amend the District's sphere of influence boundaries to add the uninhabited Property, which is located in unincorporated Ventura County, immediately adjacent to the District's boundaries, a description of the Property's boundaries is set forth in Exhibit A attached hereto, with a map showing the territory to be annexed attached hereto as Exhibit B, both exhibits are incorporated herein by reference; and

WHEREAS, the District's Board of Directors ("Board") has carefully considered the annexation into the District of the Property which lies to the north of the District's current boundaries), which would make the District responsible for providing recreation and park services to the future residents of the Property; and

WHEREAS, the reasons for the proposed annexation include that because the Property is adjacent to the District's boundaries such that the annexation will result in orderly municipal boundaries, the District's park and recreational facilities are located closer to the Property than the County's facilities such that the future inhabitants of the Property will receive services from the District and will use the District's facilities, the annexation will allow the District to enhance the recreation and park services to be provided in the general area of the Property, and the proposed annexation is being proposed to facilitate the recreational needs of the development of the Somis Farmworker Housing project; and

WHEREAS, the Board has carefully and independently reviewed and considered all of the evidence presented with respect to this proposed annexation, including, but not limited to, the staff reports, and all written and oral testimony presented.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1: That the above recitals are true and correct and incorporated herein by this reference.

Section 2: The Property proposed to be annexed is not under a Land Conservation Act contract or subject to SOAR.

Section 3. The District requests that the Ventura LAFCo commence and undertake proceedings pursuant to the Cortese-Know-Hertzberg Local Government Reorganization Act of 2000, commencing with Government Code § 56000 et seq. for the annexation of the Property, which is located north of the District's current boundaries, generally along State Highway 34, and which is known as 2789 Somis Road, APN 150180485.

Section 4. Pursuant to Section 99 of the Tax and Revenue Code, the District agrees that property taxes for the Property shall be allocated between the District and Ventura County as part the parties existing master tax agreement.

Section 5. The annexation proceedings for this Property are exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The annexation would only change the boundaries on a map, which will not result in any environmental impacts.

Section 6. In accordance with the requirements of Government Code section 56653, the District agrees to provide park and recreation services to the Property upon annexation as detailed in the District's annexation application.

Section 7. Based on the foregoing findings and conclusions, the Board hereby takes the following actions:

- A. Consents to annexation of the Property.
- B. Consent to Amend the Districts Sphere of Influence and Boundary.
- C. Initiate annexation proceedings for the Property and requests Ventura LAFCo undertake proceedings as provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

D. Approves the annexation application prepared by District staff and authorizes the General Manager or her designee to execute and file this application with Ventura LAFCo and take other actions necessary to initiate such annexation proceedings.

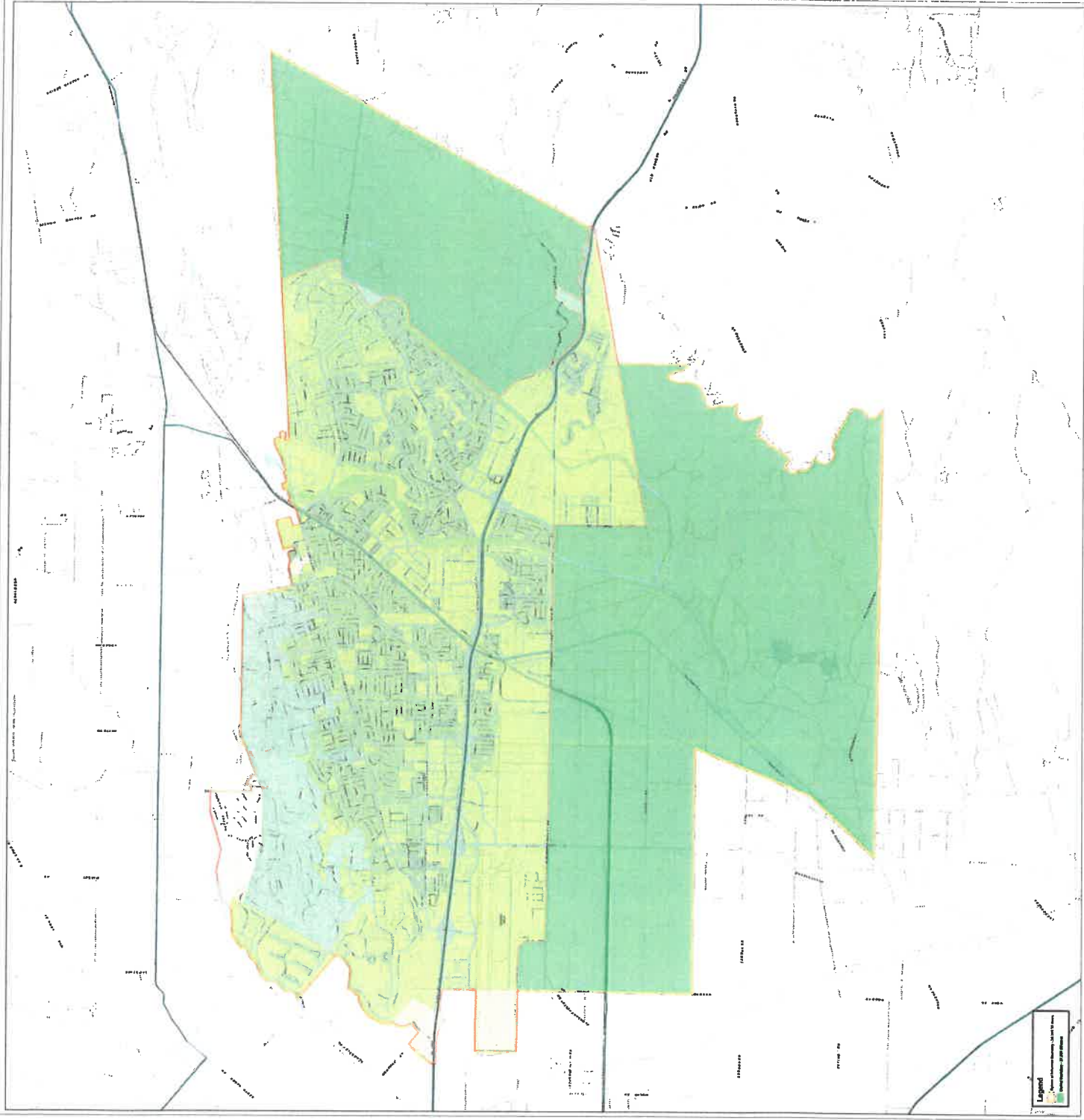
PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this _____ day of _____, 2021, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Mark Malloy, Chairman, Board of Directors
PLEASANT VALLEY RECREATION AND PARK
DISTRICT

(SEAL)
ATTEST:

Elaine Magner, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT

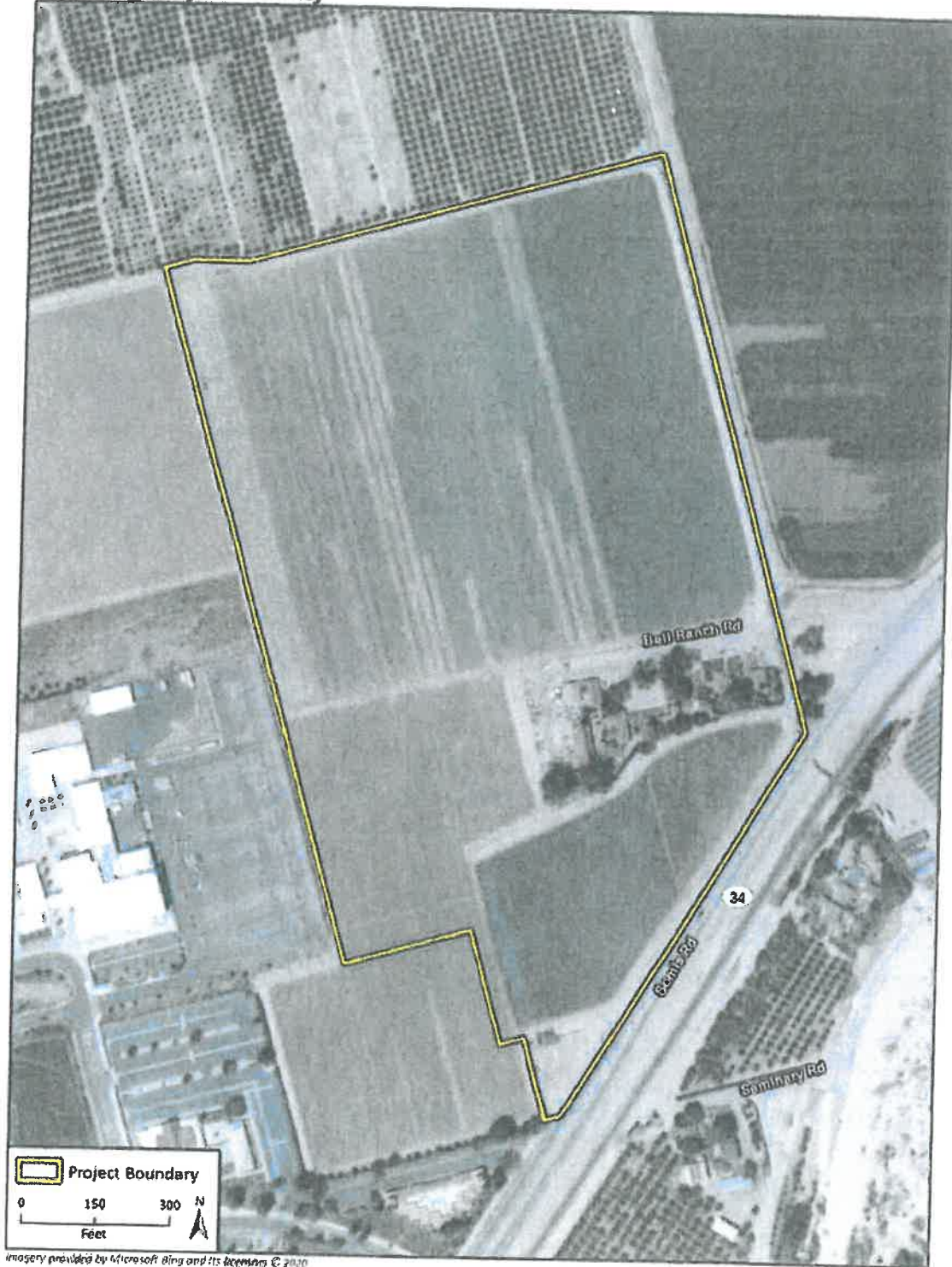


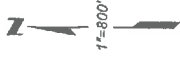
Pleasant Valley Recreation and Park District
 Current as of March 18, 2016
 Prepared by: [Name]

Map prepared by [Name] using GIS software. All rights reserved. No part of this map may be reproduced without the written permission of [Name].



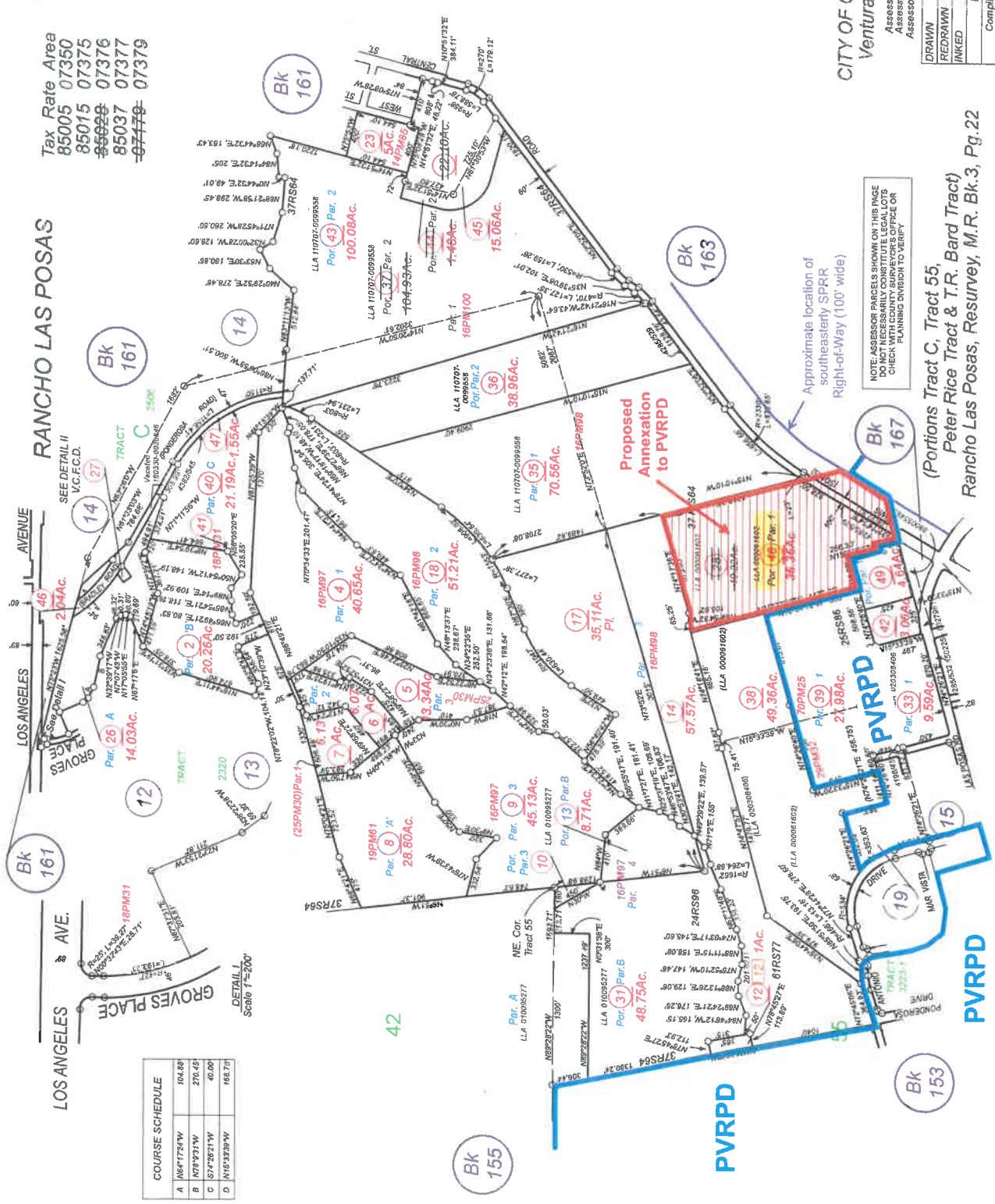
Figure 2. Project Vicinity



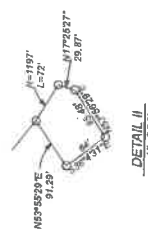


Tax Rate Area

85005	07350
85015	07375
85025	07376
85037	07377
85037	07379



COURSE SCHEDULE	
A	N64°17'24"W 104.89'
B	N76°32'11"W 276.45'
C	S74°28'21"W 40.00'
D	N16°33'39"W 168.79'



CITY OF CAMARILLO and VICINITY
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.
 Assessor's Minor Numbers Shown in Squares.

DRAWN	REVISED	3-9-2020
REDRAWN	B.W. CREATED	
INKED	PLOTTED/EFFECTIVE ROLL	82-83
	PREVIOUS Bk. 156, Portion Pg. 11	

Compiled By Ventura County Assessor's Office

NOTE: ASSASSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE OFFICIAL RECORDS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR PLANNING DIVISION TO VERIFY.

(Portions Tract C, Tract 55,
 Peter Rice Tract & T.R. Bard Tract)
 Rancho Las Posas, Resurvey, M.R. Bk.3, Pg.22

10. ORAL COMMUNICATION - INFORMATIONAL ITEMS, which do not require action but relate to District business, will be reported by members of the Board and staff as follows:

- A. Chairman Malloy
- B. Ventura County Special District Association/California Special District Association
- C. Ventura County Consolidated Oversight Board
- D. Santa Monica Mountains Conservancy
- E. Standing Committees – Finance, Liaison, Long Range Planning, Personnel and Policy
- F. Ad Hoc Committees – Pickleball/Tennis
- G. Foundation for Pleasant Valley Recreation and Parks
- H. General Manager’s Report
- I. Board Members