



# Project Manual for the Gibson Park Project

August 2022

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards can be purchased at the address listed below.

Parks, Recreation & Libraries  
316 Vernon Street, Suite 400  
Roseville, California 95678  
[www.roseville.ca.us](http://www.roseville.ca.us)

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For Council Approval



## Notice to Bidders

**DATE:** August 18, 2022

**TO:** Prospective Bidders

**FROM:** Heather Buck, Park Development Project Manager

**RE:** Gibson Park Project

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**Project Description:** The City of Roseville is now accepting bid proposals for the Gibson Park Project from **pre-qualified** Prime Contractors. The scope of work for the base bid includes, but is not limited to: site demolition, clear and grub of undeveloped lot and saw cut and partial removal of existing parking lot. Proposed improvements include construction of three(3) pickle ball courts (courts 1, 2, & 3) with perimeter fencing, city standard comfort station with stand-alone drinking fountain, new hardscape, landscape, site utilities, and path of travel and accessible parking for accessibility requirements. Sports lighting for three (3) pickle ball courts, sports lighting infrastructure, underground utility and electrical infrastructure for future phases also to be installed. Bid alternates include the addition of spectator shade structures and related improvements; and additional pickle ball courts.

**Prime Contractors:** At this time, this project is only available for bidding by Prime Contractors listed on the City of Roseville Parks, Recreation and Libraries 2022 Pre-Qualified Contractor List. Please see attached Pre-Qualified Prime Contractors memo attached for more information.

**Subcontractors:** The City reserves the right to conduct a post-bid qualifications review of any subcontractors if deemed necessary.

**Contract Documents:** A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained online from the City of Roseville's website at [www.roseville.ca.us/business/procurement\\_services/bids\\_rfps](http://www.roseville.ca.us/business/procurement_services/bids_rfps). All communications relative to this project shall be conducted through Public Purchase.

Potential bidders are advised to obtain all documents and specifications related to this project directly from the City of Roseville. The City of Roseville does not guarantee the accuracy of any forms, plans, or project manuals obtained through outside sources other than the City of Roseville. Furthermore, the City does not guarantee the distribution of any addendums or the accuracy of their content if obtained from a third party. Bidders expressly assume the risk that their bid will be rejected from the use of project manuals or project plans obtained from third parties other than the City of Roseville.

**Engineer's Estimate:** The engineer's estimate for construction of the base bid items is \$2,376,360.

**Questions:** The deadline for submission of questions and clarifications regarding the Contract Documents is September 6, 2022 at 5:00 p.m. In order to meet the required timeline to issue addenda, questions will not be accepted after this date. Only Addenda issued by the City are binding. All questions shall be directed to the attention of Heather Buck via Public Purchase at <https://roseville.ca.us/rfp>.

**Pre-Bid Meeting:** There is **NO** pre-bid conference for this project. Bidders are expected to be familiar with the existing site conditions however, and may pose questions on any conditions they may discover that are not represented within the bid documents.

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**Bid Deadline:** Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m. on September 13, 2022. The proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville in the City Clerk's Office at 3:05 p.m. on that same day.

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The July 2021 edition of the City of Roseville Parks Construction Standards will be applicable to this project. The successful bidder will be required to use the standards contained in the book for the construction of this project.

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**Parks, Recreation & Libraries**  
**Park Development**  
316 Vernon Street, Suite 400  
Roseville CA 95678

Notice to the apparent low bidder for the Gibson Park Project

In order to move forward with the award of this project, the City of Roseville requests that you submit the following documents:

1. Agreement (two sets of originals, single-side print) with either:
  - wet signatures from two corporate officers, or
  - wet signature from one corporate office plus the corporate seal
2. Public Works Faithful Performance Bond – fully executed and notarized.
3. Public Works Labor and Materials Payment Bond – fully executed and notarized.
4. Insurance - fully executed and notarized.

The Agreement, bond forms and insurance requirements are contained in this Project Manual.

We request that all documents be received by September 23, 2022.

Please contact us if you are unable to meet this deadline.

Send completed forms to:

City of Roseville - Parks, Recreation & Libraries Department  
Attn: Heather Buck  
316 Vernon Street, Suite 400  
Roseville CA 95678

**The Parks, Recreation & Libraries Department requires submittal of all of the above executed documents prior to City Council bid award.**

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916.774.5505 phone  
916.774.5251 fax  
[www.roseville.ca.us](http://www.roseville.ca.us)



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CITY OF ROSEVILLE

DEPARTMENT OF PARKS, RECREATION & LIBRARIES

Name of Project: Gibson Park

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until September 13, 2022 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on September 13, 2022 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

Gibson Park.

A pre-bid meeting will be held at n/a.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at [https://www.roseville.ca.us/business/procurement\\_services/bids\\_rfps](https://www.roseville.ca.us/business/procurement_services/bids_rfps). All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as

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follows:

**[NAME OF PROJECT]**

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids.

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nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class A or C-27 General Engineering or Landscape Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the

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work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 “Legal Relations and Responsibility” of the General Conditions.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to the attention of Heather Buck via Public Purchase at <https://roseville.ca.us/rfp>. The deadline for submissions of questions and clarifications regarding the Contract Documents is 7 calendar days before the deadline for

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bid submissions. Only Addenda issued by the City are binding.

\_\_\_\_\_  
City Clerk, City of Roseville

Dated: \_\_\_\_\_

Published: \_\_\_\_\_

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## INSTRUCTIONS TO BIDDERS

### **SECTION 1. GENERAL**

1-1.01        **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in the General Conditions Section 1.

1-1.02        **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03        **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

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conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

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## SECTION 2: BID REQUIREMENTS

2-1.01        **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked “PROP” plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

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Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02        **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03        **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04        **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the

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provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05        **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06        **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified,

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removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07        **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08        **SCHEDULE OF BID PRICES.** Bidders are directed to submit unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern.

The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor.

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materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the General Conditions, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work under a bid item will be performed during the course of the Project or that the Work will be

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performed at the quantities included in the Schedule of Bid Prices. As provided in the General Conditions, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09        **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10        **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11        **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12        **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a

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pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

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### SECTION 3: EVALUATION OF BIDS

3-1.01        **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals \$1,000,000, but the Bidder has written \$1,250,000 as the Grand Total Bid Price, the City will consider \$1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02        **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

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3-1.03        **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04        **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

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## **SECTION 4: AWARD AND EXECUTION OF CONTRACT**

4-1.01        **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02        **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited will be returned.

4-1.03        **CONTRACT BONDS.** The successful Bidder shall furnish two (2)

bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the General Conditions, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04        **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05        **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

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If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06        **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

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## **SECTION 5: BID PROTEST PROCEDURES**

5-1.01        **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

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PROPOSAL TO THE DEPARTMENT OF \_\_\_\_\_

Project: \_\_\_\_\_

Name of Bidder \_\_\_\_\_ Business Phone \_\_\_\_\_

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

License Expiration Date \_\_\_\_\_

License Classification Type \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

Type of business organization: \_\_\_\_\_

\*If a Corporation, incorporated under the laws of the State of: \_\_\_\_\_

City of Roseville Business License No. \_\_\_\_\_

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Specifications, General Conditions, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled \_\_\_\_\_, City of Roseville, California.

This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

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The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers \_\_\_\_\_. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance

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with the Contract Documents.

Accompanying this Proposal is \_\_\_\_\_.

(Notice: Insert the words "Cash \$\_\_\_\_\_", "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

\_\_\_\_\_

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

\_\_\_\_\_  
\_\_\_\_\_

If CORPORATION, execute here:

Corporate Name: \_\_\_\_\_

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Incorporated under the laws of the State of \_\_\_\_\_

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By \_\_\_\_\_  
*Signature of Authorized Official\**

By \_\_\_\_\_  
*Signature of Authorized Official\**

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Typewritten or Printed Name*

\_\_\_\_\_  
*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: \_\_\_\_\_

The undersigned certify that they sign this bid with the full and proper authorization so to do:

\_\_\_\_\_  
*Signature of Authorized Official\**

\_\_\_\_\_  
*Signature of Authorized Official\**

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Typewritten or Printed Name*

\_\_\_\_\_  
*Typewritten or Printed Name*

\*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

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[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

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## LIST OF SUBCONTRACTORS

Contractor's Name: \_\_\_\_\_

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB- CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

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SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council  
City of Roseville

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

---

---

(Signature of Bidder)

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Business Address

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---

Telephone

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BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_  
a, \_\_\_\_\_ and duly authorized to transact business  
under the laws of the State of California, as SURETY, are held and firmly bound unto the City of  
Roseville in the penal sum of \_\_\_\_\_ dollars  
(\$\_\_\_\_\_), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF  
THE BID of the Principal above named, submitted by said Principal to the City of Roseville,  
acting by and through the Public Works Director, for the work described below, for the payment  
of which sum in lawful money of the United States, well and truly to be made, to the Director of  
the Department to which said Bid was submitted, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of  
the City of Roseville, as aforesaid, for certain construction specifically described as follows, for  
which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street,  
Roseville, California, on \_\_\_\_\_, 20\_\_ FOR

\_\_\_\_\_  
(Copy here the exact title of work as it appears on the Proposal.)

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NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Principal

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Surety

\_\_\_\_\_

\_\_\_\_\_  
Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

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Project Gibson Park

Contractor \_\_\_\_\_

### **SCHEDULE OF BID ITEMS**

The bidder, in compliance with the published Notice to Contractors for the construction of new pickle ball courts, and any other items necessary as shown on the Plans and Specifications; having examined the Plans and Specifications, any and all addenda, any related documents, and all of the sites of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of material, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time period set forth therein, and at the prices stated. This is a “Lump Sum Bid” project. These prices are to include all labor, materials, supplies, and all other expenditures incidental to complete compliance to the Contract Documents.

The work to be included in the Contract shall be determined by the City prior to award of Contract. **The amount of the bid for comparison and award purposes shall be the total amount set forth in the “Total Lump Sum Bid,” which includes the base bid and any alternates designated on the Schedule of Bid Items.** The City reserves the right to award none, all or selected add alternates as the budget permits.

#### **BASE BID:**

Base bid includes all work as shown on the plans, project manual, and addenda to construct the **Gibson Park Project**.

Numerical Total **Base Bid**: \$ \_\_\_\_\_

Written Total **Base Bid**: \_\_\_\_\_ dollars and \_\_\_\_\_

#### **ADD ALTERNATES:**

**ADD ALTERNATE #1 – Construction of two (2) spectator shade structures and related improvements** as indicated on the Plans and in the Project Manual.

Numerical Total **Additive Alternate #1 Bid**:

\$ \_\_\_\_\_

Written Total **Additive Alternate #1 Bid**: \_\_\_\_\_ dollars and \_\_\_\_\_

**ADD ALTERNATE #2 – Construction of three (3) additional pickleball courts (courts 4, 5, and 6) and two (2) spectator shade structures** as indicated on the Plans and in the Project Manual.

Numerical Total Additive Alternate #2 Bid:

\$ \_\_\_\_\_

Written Total Additive Alternate #2 Bid: \_\_\_\_\_ dollars and \_\_\_\_\_

**ADD ALTERNATE #3 – Construction of three (3) additional pickleball courts (courts 7, 8, and 9) and two (2) spectator shade structures** as indicated on the Plans and in the Project Manual.

Numerical Total Additive Alternate #3 Bid:

\$ \_\_\_\_\_

Written Total Additive Alternate #3 Bid: \_\_\_\_\_ dollars and \_\_\_\_\_

**Winter Construction Suspension Allowance:**

**\$15,000**

**TOTAL LUMP SUM BID:**

**Total lump sum bid includes Lump Sum Base Bid plus Additive Alternate #1, Additive Alternate #2, Additive Alternate #3, and Winter Construction Suspension Allowance.**

Numerical Total Lump Sum Bid: \$ \_\_\_\_\_

Written Total Lump Sum Bid: \_\_\_\_\_ dollars and \_\_\_\_\_

The additions or deletions sheets (PROP 10 C-F) are required to be submitted with the proposal and shall be completed in their entirety. Failure to do so may be interpreted as incomplete/non-responsive bid. This breakdown will not be considered for bid award but will be used during the contract in case of change orders.

Contractor Name (print or type): \_\_\_\_\_

Signature (by authorized representative): \_\_\_\_\_

Date: \_\_\_\_\_ License No.: \_\_\_\_\_ Class: \_\_\_\_\_

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## Gibson Park Project

### For Additions and Deletions Only

Contractor shall provide itemized costs as shown below for use during construction for additions or deletions only. Unit costs to be listed are based on the project plans, specifications, Parks Construction Standards and the Design & Construction Standards, unless otherwise noted. Items listed are not necessarily shown on the plans or identified in the Technical Specifications.

Item	Description	Unit	Unit Cost
1	EC-2 Preservation of Existing Vegetation	sf	
2	EC-3 Hydraulic Mulch	sf	
3	EC-4 Hydroseeding	sf	
4	EC-6 Straw Mulch	sf	
5	EC-7 Geotextiles and Mats	sf	
6	EC-8 Wood Mulching	sf	
7	EC-10 Velocity dissipation device	ea	
8	EC-11 Slope Drains	ea	
9	EC-14 Compost Blanket	sf	
10	EC-16 Non-Vegetative Stabilization	sf	
11	SE-1 Silt Fence	lf	
12	SE-5 Fiber Rolls	lf	
13	SE-6 Gravel Bag Berm	ea	
14	SE-7 Street Sweeping and Vacuuming	ea	
15	SE-8 Sandbag Barrier	lf	
16	SE-9 Straw Bale Barrier	lf	
17	SE-10 Storm Drain Inlet Protection	ea	
18	TC-1 Stabilized construction entrance/exit	ea	
19	TC-3 Entrance/outlet tire wash	ea	
20	Site security fencing	lf	
21	Clear and grub	sf	
22	Demolish hardscape	sf	
23	Sawcut	lf	

Items 1 through 19 are to be consistent with requirements detailed in California Stormwater Quality Association Stormwater Best Management Practice Handbook, latest edition.

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## Gibson Park Project

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
24	Demolish fencing	lf	
25	Rough and fine grading	sf	
26	6" storm drain line	lf	
27	8" storm drain line	lf	
28	10" storm drain line	lf	
29	12" drain inlet	ea	
30	24" junction box	ea	
31	48" junction box	ea	
32	Storm drain infiltration drain	lf	
33	Storm trench drain	lf	
34	Trench drain catch basin	ea	
35	Outlet control structure	ea	
36	Cobble energy dissipator	ea	
37	Cleanout in bio area	ea	
38	36" overflow riser	ea	
39	Downspout connection	ea	
40	1.5" domestic water line	lf	
41	2" domestic water line	lf	
42	3" domestic water line	lf	
43	Domestic water line connection (gate valves, meter, backflow)	ea	
44	4" sanitary sewer line	lf	
45	Sanitary sewer cleanout	ea	
46	Sanitary sewer connection (locate and tap)	ea	
47	Concrete paving - pedestrian (4 over 4)	sf	
48	Asphalt paving - pickleball court (2.5 over 4)	sf	
49	Asphalt paving - vehicular (3.5 over 9)	sf	
50	12" concrete curb w/fence (12x12)	lf	

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## Gibson Park Project

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
51	12" concrete edgeband w/fence (12x18)	lf	
52	6" edgeband at truncated domes	lf	
53	6" wide tall curb (6x18)	lf	
54	Truncated domes	sf	
55	ADA signage	ea	
56	Parking lot striping	sf	
57	10' chain link fence - black	lf	
58	48" tall chain link fence with top rail padding - black	lf	
59	Top railing padding for 48" tall fence	lf	
60	10' tall windscreen	lf	
61	Gate - 8' high x 4' wide swing CLF with transom and windscreen	ea	
62	Court identification sign	ea	
63	Trellis	lf	
64	Acrylic court surface and striping	sf	
65	Pickle ball nets and posts	set	
66	Pickle ball paddle rack	ea	
67	Park entry sign	ea	
68	Comfort Station	ea	
69	Drinking fountain	ea	
70	Service transformer pad and secondary	ea	
71	Roseville Electric primary raceway (4")	lf	
72	Roseville Electric primary box	ea	
73	Service Panel	ea	
74	Panel Board	ea	
75	Transformer - 75kVA	ea	
76	Lighting control	ea	
77	Restroom connection	ea	
78	Power yard structure	ea	
79	Security lighting - pole mounted	ea	
80	Security lighting - 1" conduit and wires	lf	
81	Sports lighting pull boes - 3x5 traffic	ea	
82	Sports lighting conduit - 2" PVC	lf	
83	Conductor - 6	lf	
84	Sport pole connection	ea	
85	Sports light poles with controls	ea	

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## Gibson Park Project

For Additions and Deletions Only (continued)

Item	Description	Unit	Unit Cost
86	Soil preparation	sf	
87	Planting - no mow	sf	
88	Planting - 1 gallon	ea	
89	Trees - 15 gallon	ea	
90	Bioremediation sod planting	sf	
91	Bioremediation gravel 12" depth	tons	
92	Bioremediation soil 18" depth	cy	
93	Bark mulch (3" min. depth)	cy	
94	Decomposed granite	cy	
95	Landscape maintenance	mo	
96	Irrigation water line connection (tap line and meter)	ea	
97	Irrigation controller	ea	
98	Backflow preventer	ea	
99	Flow sensor	ea	
100	Master valve	ea	
101	4" irrigation mainline	lf	
102	2" irrigation mainline	lf	
103	Irrigation lateral line	lf	
104	Sleeves	lf	
105	Tree bubbler	ea	
106	Pop-up bubbler	ea	
107	Remote control valve	ea	
108	Quick coupler valve in hardscape	ea	
109	Quick coupler valve in landscape	ea	
110	Gate valve	ea	
111	Leaning rail	ea	
112	Trash receptacle	ea	
113			
114			
115			
116			
117			
118			
119			
120			

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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].

\_\_\_\_\_  
(Signature of Declarant)

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## DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has 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.

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NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

TITLE OF BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_

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## ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the  
INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

TITLE OF BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_

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## DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an “as is” basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Business/Company/Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

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**END OF PROPOSAL**

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## A G R E E M E N T

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the City of Roseville, a municipal corporation, (“CITY”), and  
\_\_\_\_\_, a \_\_\_\_\_,  
 (“CONTRACTOR”); and

## W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, approved plans and specifications for the \_\_\_\_\_  
and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Council found and

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declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the \_\_\_\_\_

\_\_\_\_\_ in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

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e. This contract.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$\_\_\_\_\_ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within \_\_\_\_\_ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. INDEPENDENT CONTRACTOR. CONTRACTOR shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

11. MODIFICATION. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

12. SEVERABILITY. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

13. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

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BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and CONTRACTOR has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a  
municipal corporation

\_\_\_\_\_, a  
\_\_\_\_\_

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY: \_\_\_\_\_  
its: \_\_\_\_\_

and

ATTEST:

BY: \_\_\_\_\_  
its: \_\_\_\_\_

BY: \_\_\_\_\_  
CARMEN AVALOS  
City Clerk

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APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## INSURANCE BROKER INFORMATION PACKET

Project: Gibson Park

### NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

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## NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as Gibson Park. The Contract Conditions for that project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled “Insurance Requirements.” Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to the Supplemental Conditions for modifications of the General Conditions, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$\_\_\_\_\_.

Bonds must be sent to the following staff person: Heather Buck

City of Roseville, Parks, Recreation & Libraries

316 Vernon Street, Suite 400

Roseville, CA 95678

Insurance documents must be provided using one of the following methods:

- a. By email to [roseville@ebix.com](mailto:roseville@ebix.com) and [riskmanagement@roseville.ca.us](mailto:riskmanagement@roseville.ca.us)
- b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INS - 1

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## INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

### 5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. **Qualifying Insurers.** With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

#### C. **Insurance Required.**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and

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limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of

the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is \_\_\_\_ OR Is Not**

x **Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Pollution coverage is not required.

\_\_\_\_\_  
\_\_\_\_\_

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[REDACTED]

[REDACTED]

[REDACTED]

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any

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SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be



endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

**J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

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For Council Approval**

Bond No. \_\_\_\_\_  
Premium \$ \_\_\_\_\_

**PUBLIC WORKS  
FAITHFUL PERFORMANCE BOND**

(Project: Gibson Park)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to \_\_\_\_\_ as contractor ("PRINCIPAL") for the public work described as \_\_\_\_\_ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and \_\_\_\_\_, a \_\_\_\_\_, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

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this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

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IN WITNESS WHEREOF, this instrument has been duly executed by the  
PRINCIPAL and SURETY above-named, on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

PRINCIPAL:

SURETY:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

AND

MAILING ADDRESS:

BY: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME: \_\_\_\_\_

\_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

\_\_\_\_\_

*(Notarization by Surety and copy of  
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

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For Council Approval**

Bond No. \_\_\_\_\_  
Premium \$ \_\_\_\_\_

**PUBLIC WORKS  
LABOR AND MATERIALS PAYMENT BOND**  
(Project: Gibson Park)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to \_\_\_\_\_  
as contractor ("PRINCIPAL"), for the public work described as \_\_\_\_\_  
\_\_\_\_\_ (the "WORK"). The  
contract ("AGREEMENT"), for the public work described above, and all of its terms and  
conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the  
AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_, admitted  
and duly authorized to transact business under the laws of the State of California, as  
SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and  
assigns in the sum of \_\_\_\_\_  
dollars (\$\_\_\_\_\_) (which amount is not less than 100% of the  
AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which  
payment, well and truly to be made, we bind ourselves, our heirs, executors and  
administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors,  
heirs, executors, administrators, successors or assigns fails to pay any of the persons  
named in Section 8004 or 9100 of the Civil Code of the State of California, or the  
amounts due under the Unemployment Insurance Code of the State of California, or any  
amounts required to be deducted, withheld and paid over to the Employment  
Development Department from the wages of employees of the PRINCIPAL and its  
subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with  
respect to work or labor performed by any such claimant, that the SURETY will pay for  
the same, in an amount not exceeding the sum specified in this bond, and also, in case  
suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the  
Court.

This bond shall inure to the benefit of any and all persons, companies, and  
corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section  
9350 et seq. of the Civil Code of the State of California, so as to give a right of action to  
them or their assigns in any suit brought upon this bond.

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No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

SURETY:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

AND

MAILING ADDRESS:

BY: \_\_\_\_\_

\_\_\_\_\_

PRINT NAME: \_\_\_\_\_

\_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

\_\_\_\_\_

*(Notarization by Surety and copy of  
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

**Not for Construction  
For Council Approval**

**CITY OF ROSEVILLE**

**GENERAL CONDITIONS**

**FOR**

**BUILDINGS AND GROUNDS**

GC

**Not for Construction  
For Council Approval**

**CITY OF ROSEVILLE  
GENERAL CONDITIONS  
FOR  
BUILDINGS AND GROUNDS**

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## SECTION 1

### DEFINITIONS AND TERMS

1-1.01        **GENERAL.** When the following abbreviations and terms or pronouns in place of them appear in the Contract Documents, the intent and meaning shall be interpreted as provided in this Section 1.

1-1.02        **ACCEPTANCE.** Formal Acceptance by resolution by the Roseville City Council of the Contract when completed in all respects in accordance with the Contract Documents and any modifications previously approved.

1-1.03        **ADDENDUM.** Written interpretation or revision to any of the Contract Documents issued by the City before the bid opening.

1-1.04        **AS-BUILT DOCUMENTS, AS-BUILT DRAWINGS AND RECORD DOCUMENTS.** As-Built Documents, As-Built Drawings and Record Documents are all contract documents modified to reflect changes during the construction phase. Specifically, As-Built Documents/Drawings are a revised set of drawings submitted by the Contractor upon Final Completion of a project. They reflect changes made in the Specifications and Working Drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract. Record Documents, on the other hand, are compiled by the Engineer or Architect based on the As-Built Documents/Drawings submitted by the Contractor. They reflect the Engineer or Architect's concurring review of what changes were denoted, why they were made and where they occurred and create a record set of drawings.

1-1.05        **ASSESSMENT.** A cost imposed on the Contractor for non-compliance

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with certain contractual requirements.

1-1.06        **BENEFICIAL OCCUPANCY.** The taking possession of a portion of the Work by the City for its use and/or occupancy on other than a temporary or emergency basis.

1-1.07        **BID GUARANTY.** The cashier's, certified check, irrevocable standby letter of credit, deposit of securities, or Bidder's Bond, accompanying the bid submitted by the Bidder, as a guaranty that the Bidder will enter into an agreement with the City for the performance of the Work, if the Agreement is awarded to Bidder, and the Bidder will submit the required Contract Bonds and Certificate of Insurance. Also referred to as the Bidder's Security.

1-1.08        **BIDDER.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.09        **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings, and Addenda.

1-1.10        **CHANGE ORDER.** Any written order to the Contractor directing an addition, deletion, or modification of the Work, or an adjustment in the Contract Price or Contract Time provided in the Contract Documents and issued after the Agreement has been signed.

1-1.11        **CITY.** The City of Roseville.

1-1.12        **CITY ATTORNEY.** The City Attorney of the City.

1-1.13        **CITY CLERK.** The City Clerk of the City.

1-1.14        **CLAIM.** A separate demand by 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 for damages or penalties for delay assessed by

the City; (b) payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract Documents and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and (c) payment of an amount that is disputed by the City.

1-1.15        **CONSTRUCTION SCHEDULE.** A list or graphic display of construction activities required for completing the Work, in a format required by the Contract Documents. The duration, start and finish date, and sequence of significant activities, critical path, float and milestones must be indicated in the Construction Schedule.

1-1.16        **CONTRACT OR AGREEMENT.** The written agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Agreement/Contract is part of and incorporates all of the Contract Documents.

1-1.17        **CONTRACT CONDITIONS.** Includes the General Conditions, Supplemental Conditions, and Specifications.

1-1.18        **CONTRACT DOCUMENTS.** Includes those documents that form the basis of the Contract, including but not limited to, Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all bonds, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.19        **CONTRACT DRAWINGS.** The official drawings including plans, elevations, sections, detail drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension and details

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of the Work. The Contract Drawings include any drawings or plates bound within the Supplemental Conditions.

1-1.20        **CONTRACT PRICE.** The total compensation to be paid to the Contractor in accordance with the terms of the Agreement.

1-1.21        **CONTRACT TIME.** The number of Days, or portion thereof, allowed for completion of the Work, including all authorized time extensions. The effective date for commencement of the Work specified in the Notice to Proceed shall define the beginning of the Contract Time.

1-1.22        **CONTRACTOR.** Individual, firm, partnership, limited liability company, corporation, joint venture, or any combination thereof, who has entered into the Agreement with City.

1-1.23        **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.24        **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.25        **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs only include the following:

A.        Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include salaries and



wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees may include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above only to the extent authorized by City in writing.

B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.

C. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

D. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the Work.

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

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expenses of Contractor's employees incurred in discharge of duties connected with the Work.

2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

4. Sales, consumer, use or similar taxes related to the Work, and for which Contractor is liable, imposed by laws and regulations.

5. The cost of utilities (including the meter and all associated installation costs), fuel and sanitary facilities at the site.

6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

1-1-26 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.27 **EMERGENCY.** Any sudden generally unforeseen occurrence (such as a fire, flood, storm, earthquake, civil disorder, or other natural and/or man-made disaster) that has the potential to adversely affect the safety of life, the Work, and/or adjacent property; to interrupt contracts essential to the performance of the Work; and/or to cause catastrophic failure of City

equipment and/or facilities.

1-1.28        **ENGINEER OR ARCHITECT.** Professional Engineer or Architect designated for a particular project responsible for signing and sealing the permit drawings, interpretation of the drawings where ambiguities exist, review of requests for information, design Change requests and Shop Drawings, resolution of errors and omissions, and finalization of Record Documents.

1-1.29        **FINAL COMPLETION.** When the project has been completed according to the terms and conditions set forth in the Contract Documents. Final Completion is not the same as Acceptance.

1-1.30        **FORCE ACCOUNT.** Payment by force account shall mean payment on the basis of the Contractor's time and materials.

1-1.31        **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Contract Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.32        **INSTALLATION, INSTALL.** Completely assembling, erecting, and/or connecting materials, parts, components, supplies, and related equipment specified or required for the completion of the Work.

1-1.33        **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.34        **LEGAL HOLIDAYS.** Those days designated as Federal holidays or declared by the City, or otherwise specified in the Contract Documents.

1-1.35        **LIQUIDATED DAMAGES.** The amount prescribed in the Contract Documents to be paid to the City or to be deducted from any payments due or to become due the

Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.36        **NOTICE OF COMPLETION.** A legal notice filed by the City with the Placer County Recorder's Office stating that construction has been completed and accepted by the City.

1-1.37        **NOTICE TO PROCEED.** A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run.

1-1.38        **NOTICE OF TERMINATION.** Written notice from the City to the Contractor and/or its Surety terminating the Agreement, or a portion thereof, either for convenience of the City or for default due to the Contractor's failure to perform its contractual obligations.

1-1.39        **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "Overhead" shall include all of the following:

A.        Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Work Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the Contractor's fee.

B.        Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

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C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.25.

E. Other overhead or general expense costs of any kind.

1-1.40 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.41 **PROFESSIONAL ENGINEER.** An engineer licensed by the Board of Registration for Professional Engineers, State of California.

1-1.42 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.43 **PROPOSAL FORMS.** The approved forms upon which the City requires that each Bidder submit its bid with regard to the Agreement.

1-1.44 **REQUEST FOR INFORMATION (RFI).** A document issued by the Contractor requesting information concerning the Contract Documents.

1-1.45 **SAFETY.** Includes the practice of identifying potential hazards, assessing their risk, taking corrective action where possible, including and providing control measures such as engineering design, written procedures, and the personal protective equipment for workers in order to eliminate or reduce the risk for exposure in the workplace.

1-1.46 **SCHEDULE OF VALUES.** The breakdown of the Contract Price that will serve as the basis for Contractor's Applications of Payment. Any lump sum bid item

included within the Contract Price will be apportioned among values relating to specific components of the Work covered by said lump sum.

1-1.47        **SHOP DRAWINGS.** Drawings, plans, diagrams, schedules, and other data specifically prepared and submitted to the City by the Contractor, showing in detail: (a) the proposed fabrication and assembly of a special component of the Work; and (b) the Installation (form, fit and attachment details) of a special component of the Work. Shop Drawings shall be deemed to include Working Drawings, Product Data, literature, and applicable performance and test data.

1-1.48        **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.49        **SUBCONTRACTOR.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, engaged by the Contractor to furnish services, labor, equipment and materials for a portion of the Work.

1-1.50        **SUBMITTALS.** Those documents required to be submitted by the Contractor for review by the City in accordance with the Contract Documents.

1-1.51        **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.52        **SUPPLIER.** Any individual, firm, partnership, limited liability company, corporation, joint venture, or combination thereof, other than employees of the Contractor, that supplies a tangible product as a portion of the Work, with services usually limited to delivery and/or required testing, and with manufacturing, fabrication, or production facilities located off

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the Work Site.

1-1.53        **WORK.** The furnishing of all labor, and the furnishing and Installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.54        **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Contract Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

1-1.55        **WORKING DRAWINGS.** Original drawings prepared by the Contractor and/or its Subcontractors or Suppliers, of any tier, illustrating Work required for construction that will not become an integral part of the completed Work. This includes, but is not limited to, drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, falsework, access roads, staging areas, staging plans, and diversion plans. A Working Drawing is one type of a Shop Drawing.

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## SECTION 2

### CONTROL AND SCOPE OF THE WORK

2-1.01        **AUTHORITY OF DIRECTOR.** The Contract shall be performed in a manner satisfactory to the Director who shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and as to the manner of performance and rate of progress of the Work; all questions which may arise as to the interpretation of the Contract Documents; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Director shall have authority to enforce and make effective such decisions and orders in the event the Contractor fails to promptly carry out the same.

2-1.02        **INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice shall be followed and that only materials and workmanship of the best quality are to be used. Any Work, materials, or equipment that are customarily provided, or that are reasonably inferable from the Contract Documents as being required to produce the intended result, shall be supplied, whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a

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satisfactory and workmanlike manner.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of City or Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to City, or City's designated representative, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions, sections and articles for convenience, organization and reference. Generally, there has been no attempt to divide the Specifications sections into work performed by the various building trades, work by separate Subcontractors, or work required for separate facilities in the project.

#### 2-1.03      **EXAMINATION AND VERIFICATION OF CONTRACT**

**DOCUMENTS.** The Contractor shall thoroughly examine and become familiar with all of the various parts of the Contract Documents and shall determine the nature and location of the Work, the general and local conditions (including applicable laws) and all other matters which can in any way affect the cost, progress or performance of the Work under this Agreement. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of the Agreement. No oral agreement or conversation with any officer, or employee

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of the City, or with the City's designated representative either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Contract Documents.

2-1.04        **CONTRACT DRAWINGS.** The Contract Drawings consist of general drawings and show such plans, elevations, sections, details and schedules as are necessary to give a graphic and pictorial description of the contemplated construction. All authorized alterations affecting the requirements and information given on the Contract Drawings shall be in writing.

2-1.05        **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

In the event of inconsistencies between requirements contained in different components of the Contract Documents, the precedence of the Contract Documents shall be as follows to resolve conflicts:

1.        Change Orders
2.        The Contract (including Addenda)
3.        The Supplemental Conditions
4.        Specifications
5.        Contract Drawings
6.        The General Conditions

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall submit a

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Request for Information (“RFI”) to the Director for such further explanations as may be necessary and shall conform to the written explanation given as if part of the Contract Documents. The decisions of the Director shall be final.

Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The City will respond to each RFI by no later than fourteen (14) Days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with the City in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) Day period.

Each RFI prepared by Contractor shall be full and complete. Contractor shall prepare RFIs so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor’s labor productivity in the field. Contractor shall not assert any Claims for delay or interference against the City if Contractor fails to timely submit any RFI to the City, after consideration of the response period allowed for by the City.

The response to an RFI shall not, by itself, constitute a writing that authorizes Contractor to perform any Work that causes an adjustment to either the Contract Price or the Contract Time. If Contractor believes that any response to any RFI should constitute a compensable change, Contractor shall provide a Notice of Potential Claim as provided in Section 7-1.03, below. Contractor’s failure to provide the required written notice shall constitute a waiver of the Contractor’s right to seek a compensable change based on the RFI response.

The Contractor shall examine all Contract Documents; shall verify all figures in the Contract Documents before laying out the Work; shall promptly notify the City of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-

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conformities are discovered, shall obtain specific instructions in writing from the City before proceeding with the Work. Contractor's performance of any Work affected by such non-conformities prior to the City's decision shall be at the Contractor's risk. Any Work that is customarily provided or that is reasonably inferable shall not relieve the Contractor from performing such work at no additional expense and/or delay, and such Work shall be performed as if fully set forth in the Contract Documents.

2-1.06        **INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all Work required by the Contract Documents and shall not be considered as an agent or employee of the City, nor shall the Contractor's Subcontractors or employees be considered as subagents of the City.

The Contractor and Contractor's Subcontractors shall be licensed in accordance with the laws of the State of California and as more particularly described in the bidding documents or elsewhere in the Contract Documents.

2-1.07        **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

2-1.08        **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all Shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental Conditions and Specifications, and offers of alternatives, if any. Such Submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

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The Contractor shall deliver at least one (1) electronic copy of the Submittals to the Director, and one (1) hard copy if requested. Work requiring the submittal of working drawings, descriptive data or samples shall not begin prior to approval of said Submittal by the Director.

The time allowed for review of each Submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the Submittal by the Director and will end upon the Director's mailing of the Submittals to the Contractor. Defective, incomplete or partial Submittals will be returned to the Contractor unreviewed.

Submittals shall be made by a letter of transmittal that shall contain a list of all matter submitted and identification of all variations from the Contract Documents contained in the Submittal. The letter and all items accompanying the same shall be fully identified as to project name and location, Contractor's name, district, county, and Contract number, with ample cross-references to the Contract Documents, to facilitate identification of items and their location in the Work.

All Shop Drawings and supporting data, catalogs, schedules, shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness. These Submittals may be prepared by the Contractor, Subcontractors, or Suppliers, but the Contractor shall ascertain that Submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of Installation. The Contractor shall check all Submittals before submitting them to the Director.

2-1.08A      **SHOP DRAWINGS.** The Contractor shall submit an electronic copy (searchable PDF) of all Shop Drawings required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. Shop Drawings shall also be provided separately in AutoCAD format using the latest version of AutoCAD. An electronic

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copy will be returned to the Contractor either approved for use, as demonstrated by a stamp, or returned for correction and resubmittal. Materials, colors and/or samples will not be returned to the Contractor. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of Shop Drawings shall not exceed twenty-four inches (24”) by thirty-six inches (36”).

2-1.08B      **DESCRIPTIVE DATA.** The Contractor shall submit an electronic copy (searchable PDF) of each set of manufacturer's brochures or other data required by the Supplemental Conditions or Specifications, and one (1) hard copy, if requested by the Director. The City will examine such Submittals and return either an electronic copy or a hard copy approved for use or returned for correction and resubmittal.

2-1.08C      **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.08D      **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A.      **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit two (2) sets of manuals, suitably bound, along with two (2) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. If operation and maintenance manuals are approved to be provided in PDF format, text shall be provided in searchable PDF format, making proper use of PDF for headings and heading levels,

paragraphs, tables, and lists. Submitted operation and maintenance manuals shall be a collected, organized, and indexed set of bookmarked PDF documents comprising each operation and maintenance manual that corresponds to a hardcopy binder. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include at a minimum:

1. Equipment summary form
2. Cover/Title page
3. Table of contents
4. Operating procedures including start-up, shutdown, normal operation, all operating modes, emergency shutdown, and safety precautions
5. Lubrication instructions (if required)
6. Preventative maintenance procedures
7. Troubleshooting and corrective maintenance procedures
8. Reinstallation instructions
9. Overhaul instructions (if applicable)
10. Parts identification list with exploded view and associated cross references
11. Recommended spare parts list
12. Operator safety requirements
13. Electrical and control system wiring drawings, including panel wiring control (ladder) diagrams, logic diagrams, loop diagrams, and interconnection diagrams
14. Panel layout and assembly drawings

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15. Mechanical drawings
16. Printouts of all software programs and configuration files
17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes
19. Emergency shutdown instructions
20. Normal shutdown instructions
21. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 4, 7, 18, 19, 20, and 21 as well as the instructions for the separate pieces of equipment.

B. Affidavits. Where required in the Supplemental Conditions or Specifications, manufacturers of equipment shall provide field service as a part of this project. Equipment shall not be considered ready for full time operation until after the authorized factory-trained and qualified manufacturer's representative for the specific equipment has checked and adjusted the equipment and certified by written affidavit that the equipment has been properly Installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. Acceptable affidavits shall be submitted prior to completion of the Work. Affidavits shall contain the following specific wording:

“The (Name of Equipment) has been properly installed, tested, adjusted, lubricated, and calibrated, and is ready for full time operation. The installation has been inspected and has been found to be in conformance with our (the manufacturer's) standards and requirements.”

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No amplification, dilution, or modification of this specific wording will be permitted.

2-1.08E      **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” Except in those instances where the product is designated to match others in use in a particular improvement, either completed or in the course of completion, an alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A.      The Contractor shall submit its proposal for an alternative in writing. Such request shall be made in ample time to permit review and approval without delaying the Work. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price based on any Contractor-proposed substitution.

B.      No such proposal will be considered unless accompanied by complete information and descriptive data, necessary to determine the equality of the offered materials. The Contractor shall satisfy the Director as to the comparative quality, suitability, or performance of the offered material, articles, or equipment. In the event that the Director rejects the use of such alternative materials, articles, or equipment, then one of the particular products designated by brand name shall be furnished.

C.      The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Director. The Director shall be the sole judge as to the quality and suitability of alternative articles or materials and such decisions shall be final. Where use of an alternative material

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involves redesign of, or changes to, other parts of the Work, the cost and time required to effect such redesign or changes will be considered in evaluating the suitability of the alternative material. Cost of redesign by the City will be borne by the Contractor.

D. Whenever classification, rating or other certification by a body such as Underwriters Laboratories (UL) or the National Electrical Manufacturers Association (NEMA) is a part of the specification for any material, Contractor's request for use of alternative articles or materials shall be accompanied by reports from the listed or equivalent independent testing Laboratory indicating compliance with the Contract Documents. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor. Approval of an alternative shall be only for the characteristics or use named in such approval, and shall not be used to change or modify any requirement of the Contract Documents.

E. At its election, the City reserves the right to consider any Contractor proposed substitution as a Cost Reduction Proposal under Section 3-1.07 of these General Conditions in the event that there is a significant savings resulting from the substitution.

The Director will examine, with reasonable promptness, such Submittals, and return of Submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the Contract Documents, nor shall it relieve the Contractor from responsibility for errors in the Submittals. A failure by the Contractor to identify in its letter of transmittal material deviations from the Contract Documents shall void the Submittal and any action taken thereon by the Director. When specifically requested by the Director, the Contractor shall resubmit such Shop Drawings, descriptive data and samples as may be required.

If any mechanical, electrical, structural, or other changes are required for the proper Installation and fit of alternative materials, articles, or equipment, or because of deviations from

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the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.09        **DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise stated elsewhere in the Contract Documents, the Contractor shall, at its own cost and expense, make its own arrangements for disposing of materials outside the Work Site.

Except when material is to be disposed of at a landfill or recycling center, when any material is to be disposed of outside the Work Site, the Contractor shall first obtain written permission from the City to dispose of the material at the intended location. The City's approval will be contingent upon the Contractor obtaining a written permit from the property owner on whose property the disposal is to be made. Prior to the disposal of any material at the intended location, the Contractor shall submit such permit or a certified copy thereof to the City, together with a written release from the property owner absolving the City from any and all responsibility related to the disposal of material on said property.

Disposal of Hazardous Materials must be done in accordance with all laws and regulations. Copies of all required regulatory documentation including copies of final manifests shall be supplied to the City.

2-1.10        **ACCESS TO THE WORK.** The Contractor shall satisfy itself that the jurisdictions through which its operations and haul routes pass will permit such operations with respect to the type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

2-1.11        **TEMPORARY UTILITIES.** The Contractor shall make its own arrangements with utility companies for any temporary services it may require in performance of

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the Work and shall pay all costs of these services directly to these utility organizations.

2-1.12        **UTILITY FACILITIES.** The Contractor shall protect from damage those utility facilities that are to remain in place, be Installed, relocated or otherwise arranged.

The Contractor's attention is directed to the possible existence of facilities not shown, and of facilities in a location different from that, which is indicated. The Contractor shall take steps to ascertain the exact location of all facilities prior to doing any Work, which may damage such facilities or interfere with their service. Where the location of a facility is indicated or inferred from the presence of visible facilities such as buildings, meters, and junction boxes, the Contractor shall make such excavations and explorations as are necessary to ascertain the correct location. Unless provided for elsewhere in the Contract Documents, the cost of such excavations and explorations will be considered as a part of the cost of other items of Work and no additional payment will be made. Such excavations and exploratory Work shall not entitle the Contractor to an extension of time.

If the Contractor discovers underground facilities not indicated or inferred from the Contract Documents, the Contractor shall immediately give the Director written notification of the existence of those facilities. The Contractor shall determine the exact location of the underground facilities and the cost of the work will be paid for in accordance with the Contract Documents. The underground facilities shall be protected from damage as directed by the Director and the cost of that work will be paid for as extra work. The Contractor shall, if directed by the Director, repair any damage, which may occur to the underground facilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

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Where it is determined by the City that the rearrangement of an underground facility, the existence of which is not shown on the Contract Drawings, is essential in order to accommodate the Work, the City will provide for the rearrangement of such facility by other forces or, when so ordered by Change Order, such rearrangement shall be performed by the Contractor and will be paid for as provided under a Change Order.

The Contractor shall be responsible for the maintenance of all utility facilities placed by the Contractor in temporary locations, and all utilities within the construction area not required to be relocated but which are required to be shored or supported during the construction period. The cost of such maintenance shall be borne by the Contractor, and no other compensation shall be due the Contractor for this Work.

The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

2-1.13        **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises its construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.14        **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit its construction operations to the Work Site unless otherwise shown on the Contract Drawings or specified. The Contractor shall perform no operation of any nature over or on the

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Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.15        **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.16        **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.17        **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if Contractor satisfies the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and

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satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

If Contractor performs work during weekends, holidays or any non-normal work hours, Contractor shall pay for required City Inspectors.

2-1.18        **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Contract Drawings and as required for the proper operation and function. The Contractor shall stake its Work area limits. Contractor shall perform all construction staking using a land surveyor licensed in the State of California. Contractor shall provide a staking plan prior to commencement of Work for the City's review and maintain monuments, stakes, and marks, and shall update the plan as necessary. Director, or Director's designated representative, may verify the field condition. Errors or inconsistencies in the Contract Documents discovered by the Contractor shall be reported to the Director within twenty-four (24) hours and prior to constructive forms or related improvements. Any work Installed with this requirement shall be subject to removal and replacement at the Contractor's expense.

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The Contractor's lay-out shall be based on existing structures, property lines, survey control, and bench marks established by the City. All structures and pipeline connections shall be Installed based on actual elevation of existing structures to which connections are made.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Director in checking location and grades of the Work as set by the Contractor if the Director desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction Work.

2-1.19        **ARCHEOLOGICAL DISCOVERIES.** Upon discovery of prehistoric or historic artifacts, or other indicators or examples of cultural resources discovered during the course of site preparation, grading, excavation, construction or other development activities, all operations within fifty feet (50') of the find shall cease until such time as the City provides the services of a qualified archeologist to evaluate the finds and recommend appropriate action.

Prehistoric materials can include flaked stone tools (e.g., projectile points, knives and choppers) or tool making debris of obsidian, chert, quartzite and other materials, culturally darkened soil (i.e., midden, which often contains heat affected rock, ash and charcoal, shellfish remains, and cultural materials), and stone milling equipment such as mortars, pestles and hand stones. Historic material may include wood, stone, concrete or adobe footings, walls and other structural remains; debris filled wells or privies; and deposits of wood, metal, glass, ceramics and other refuse.

2-1.20        **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the Placer

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County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.21        **CONFORMITY WITH CONTRACT DOCUMENTS.** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, required by the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the City shall be the sole judge as to whether the Work or materials deviate from the Contract Documents. At its option, the City may elect to accept deviations from the Contract Documents with appropriate backcharge Assessments against the Contractor, and, if such an election is made, the City will provide written notice to the Contractor of such acceptance.

2-1.22        **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.23        **AS-BUILT DOCUMENTS AND DRAWINGS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon in color any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD (searchable PDF or source file format such as AutoCAD) in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints

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shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit As-Built electrical drawings in color and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.24        **SUPERINTENDENCE.** The Contractor shall supervise and direct the Work, which shall be performed in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Agreement. The Contractor shall be solely responsible for the safety of its employees, Subcontractors of any tier, Suppliers, visitors to the Contractor, and other third parties associated with the Contractor.

The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor. Instances of misconduct, contract non-compliance, unsatisfactory performance, or incompetence by these personnel shall be grounds for the City to direct Contractor to dismiss them from the Project. Contractor shall immediately comply with the City's request for dismissal, at no cost to the City, and shall designate a replacement, which shall be subject to approval by the City.

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods

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when Work is suspended, arrangements acceptable to the Director shall be made for any Emergency Work that may be required.

Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Director, which shall be received and obeyed by the superintendent or foremen who may have charge of the particular Work in reference to which the orders are given.

Any order given by the Director, not otherwise required by the Supplemental Conditions to be in writing, will on request of the Contractor, be given or confirmed by the Director in writing.

2-1.25        **CHARACTER OF WORKER.** If any Subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.26        **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work or any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Unless otherwise designated as normal working hours, whenever the Contractor intends to perform Work on Saturday, Sunday, or a Legal Holiday, the Contractor shall give notice to the Director of such intention forty-eight (48) hours prior to performing such Work, or such longer

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period as may be specified so that the Director may make necessary arrangements.

The observation and/or approval of the workmanship or materials by the City shall not relieve the Contractor of any obligations to fulfill the requirements of the Contract Documents. Workmanship and materials not meeting such requirements shall be corrected and unsuitable Work or material may be rejected, notwithstanding that such Work or materials have been previously observed and/or approved by the City, or payment therefor has been included in a progress estimate.

The City may order re-examination of questioned Work at any time before final Acceptance. If so ordered, the Contractor shall uncover the Work. If such work is found to be in accordance with the Contract Documents, the City will pay for the cost of uncovering, removing, recovering and replacing the parts removed; but if such Work so exposed or examined is not in accordance with the Contract Documents, the uncovering, removal, recovering and replacement shall be at the Contractor's expense. Work that has been covered prior to observation by the City does not qualify as re-examined work; the City may order such work uncovered for observation without payment of any costs.

2-1.27      **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

Any Work done beyond the lines shown on the Contract Drawings or established by the Director, or any Work done without written authority will be considered as unauthorized Work and will not be paid for. Upon order of the Director, unauthorized Work shall be remedied, removed, or replaced at the Contractor's expense.

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Upon failure of the Contractor to comply promptly with any order of the Director made under this section, the Director may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof will be deducted from any moneys due or to become due the Contractor.

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## SECTION 3

### CHANGES IN THE WORK

3-1.01        **CHANGES.** The Director, without invalidating this Agreement and without notice to Contractor's surety, may order changes in the Work, consisting of additions or deletions, or other revisions. The Contract Price and the Contract Time shall be adjusted accordingly. All such changes in the Work, including in the Contract Price and the Contract Time, shall be authorized only by Contract Change Order, signed by the Director.

If Contractor claims that performance of any work entitles it to additional compensation or to an extension of time for performance of the Work, Contractor shall provide written notice to the City of any such claim prior to undertaking such work. Contractor shall provide written notice of any anticipated impacts to the Contract Price or Contract Time within three (3) Days of discovering such impact, by submitting a Notice of Potential Claim described in Section 7-1.03 below, or notice of delay as described in Section 6-1.09 below. If the Director refuses to issue a Change Order for such work, Contractor shall perform that work if directed or obligated to do so and shall submit a complete and specific Claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed, as described in Section 7-1.03 below. Failure to provide written notice of claims prior to undertaking such work, failure to provide a timely Notice of Potential Claim, or failure to submit timely a complete and specific Claim for additional compensation and/or extension of the time for performance, shall be deemed a waiver and abandonment of any such Claim. No Claim, dispute or controversy shall interfere with the progress or performance of the Work and the Contractor shall proceed with the Work as directed by the Director. Failure to so proceed shall amount to a

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default under this Agreement.

3-1.02        **PROPOSED CHANGE ORDERS.** The Contractor will be notified in writing of a proposed Change Order describing the intended change. Within fifteen (15) Days after receipt of a written request, the Contractor shall submit its proposed price to be added or deducted from the Contract Price due to the change and its estimate of the extent of the adjustment in the Contract Time, if any. The Contractor's proposed price to be added to or deducted from the Contract Price shall be supported by a detailed estimate of cost prepared by the Contractor, vendor or Supplier. The Contractor's proposed price submittal shall be accompanied by a statement of the time necessary for the changed Work, together with a description of how this time will be incorporated into the current Construction Schedule. The Contractor shall upon request by the Director permit inspection of its original Contract estimate, subcontract agreements or purchase orders relating to the change.

If agreement is reached on the adjustment in compensation as provided in Section 3-1.05, "Contract Price Adjustment," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract Price shall be adjusted in accordance with Section 3-1.06, "Force Account Payment," of these General Conditions.

If the Contractor fails to submit its cost estimate within such fifteen (15) Day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract Price will be adjusted in accordance with the Director's cost estimate for the changed Work.

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**EMERGENCY AND INDETERMINATE TYPE CHANGE**

**ORDERS.** Changes in the Work made necessary by an Emergency, as determined by the Director, or changes of a kind where the extent of the Work cannot be determined until completed, may be authorized by the Director in writing. The Change Order shall state that it is issued pursuant to this Section 3-1.03. Upon receipt of an authorized Change Order or other written order of the Director, the Contractor shall proceed with the ordered Work and the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required for the changed Work.

Within fifteen (15) Days after receiving a written request, the Contractor shall submit a detailed estimate of cost for the change and any requested change in Contract Time in the same manner as required for proposed Change Orders in Section 3-1.02 of these General Conditions.

3-1.04        **EXECUTED CHANGE ORDER.** A Contract Change Order signed by both the Director and the Contractor is an “executed Contract Change Order.” By signing the Contract Change Order, the Contractor agrees that the specified compensation constitutes full compensation for the changed Work, including payment for interruption, disruption, acceleration, extended Overhead, delay or any other “impact” claim or “ripple effect” claim. The Contractor specifically understands and agrees that its execution of the Contract Change Order shall constitute a waiver of any right for the Contractor to claim any additional compensation with respect to the subject matter of the Contract Change Order.

3-1.05        **CONTRACT PRICE ADJUSTMENT.** If a Contract Change Order provides for an adjustment to the Contract Price, the amount of such adjustment shall be determined by one of the following methods, or a combination thereof, as determined by the City and in its sole discretion:

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A. Lump sum. The Contractor and the City may agree on a lump sum amount for the Change Order. At the City's request, the Contractor will provide pricing for the work. Maximum markups for Contract Change Orders paid for using lump sum pricing shall be paid for in the same manner and in the same amounts as markups for Force Account work, as described in Section 3-1.06 below.

B. Unit Prices. The unit prices set forth in the Contractor's Schedule of Bid Prices will be utilized where they are applicable and acceptable to the City. The Contractor's unit prices shall remain firm and shall not be subject to adjustment unless and until the actual quantity of work is increased or decreased by Contract Change Order in an amount greater than twenty-five percent (25%) from the estimated quantity indicated for such item. No markups will be given for Contract Change Orders paid for using unit prices.

Unit prices for new items included in the Contract Change Order but not included in the original bid shall be as mutually agreed upon or, in the absence of agreement, as determined by the City in the same manner as if the work were to be paid for on a Force Account basis, as described in Section 3-1.06 below.

C. Force Account. Where the City and the Contractor are unable to agree on lump sum pricing and if the City does not elect to utilize the unit prices in Contractor's bid, or such unit prices are not applicable, the changed work will be performed and tracked by the Contractor as Force Account work, as described in Section 3-1.06 below. The City will pay for such work, including markups, properly attributable to the change in accordance with those Force Account provisions.

D. Eliminated Items. The City reserves the right to delete any bid item or Work in its entirety. The City makes no representation that any work under a bid item of Work

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will be performed, and all work may be subject to a Contract Change Order that deletes such work. Bid items are distinct and severable from the other bid items, and the Contractor shall not be entitled to any anticipated profit, unabsorbed Overhead, or other indirect expense attributable to the deleted item, except as provided immediately below with regard to Force Account mark-ups on the direct and verifiable costs incurred prior to the City's order that deletes the work.

Should any bid item of Work be eliminated in its entirety and not accounted for as described immediately above and, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual direct and verifiable costs incurred in connection with such eliminated bid item if incurred prior to the date of notification in writing by the City of such elimination. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the City, and if orders for such material cannot be canceled, it will be paid for at the actual direct and verifiable cost to the Contractor. Actual direct costs shall include documented vendor shipping fees, Supplier restocking fees, if applicable, and Contractor handling costs directly related to the eliminated item(s). In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for by the City. If the material is returnable to the vendor and if the City so directs, the material shall be returned and the Contractor will be paid for the actual direct cost of charges made by the vendor for returning the material. The actual direct cost of handling returned materials will also be paid for by the City. The actual direct and verifiable costs to be paid by the City as provided herein will be computed in the same manner as if the work were to be paid for on a Force Account basis, including the application of Force Account mark-ups to said costs.

3-1.06      **FORCE ACCOUNT PAYMENT.** When Work performed pursuant to a

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Change Order is to be paid for on a Force Account basis, the Contractor's labor, materials and equipment used in the performance of such Work shall be subject to the approval of the City, and the compensation will be determined as set forth below in this section.

3-1.06A      **LABOR.** The Contractor will be paid an amount based on the actual cost for the workers (including foremen when authorized by the Director) used in the actual and direct performance of the Work. All labor costs associated with Overhead, whether field or home office, are specifically excluded herein, as those labor costs are covered by the below mark-ups. The cost of labor, whether the employer is the Contractor, Subcontractor or other forces, shall include employer payments; assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code; and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06B      **MATERIALS.** Only materials furnished by the Contractor and necessarily used in the performance of the Work will be paid for. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier plus the actual costs, if any, incurred in the

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handling of such materials. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on Bid items or the current wholesale price for such materials delivered to the job site, less any discounts as provided herein, whichever is lower. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to it from the actual supplier within sixty (60) Days after the date of delivery of the materials or within fifteen (15) Days after Acceptance of the Agreement, whichever occurs first, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required, less any discounts provided herein. The Department reserves the right to furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06C      **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Thousand Dollars (\$1000) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned,

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furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>. Equipment located at a Work Site and utilized on non-Force Account work shall not be eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

3-1.06D **MARKUPS.** When a Change Order increases the cost of the Work, the Contractor may add the following maximum markups to its actual costs of labor, materials, or equipment rental:

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

The above markups include full compensation, covering the costs of all supervision, bonds, profit, Overhead, and other general expenses not specifically designated as a direct cost in Sections 3-1.06A through 3-1.06C above. The total payment (i.e., direct cost plus applicable markups) shall be deemed to be the actual cost of such work and shall constitute full compensation therefor. The Contractor specifically understands and agrees that such payment shall include any Contractor costs for interruption, disruption, and acceleration, extended Overhead, Change Order management, delay or other “impact” claim or “ripple effect” claim.

When work paid for on a Force Account basis is performed by forces other than the Contractor’s own forces, the maximum allowable mark-ups for the Subcontractors’ costs shall be fifteen percent (15%) for the cost of labor, ten percent (10%) for the cost of materials, and five percent (5%) for the cost of rented equipment. In these situations where the work is being performed by Subcontractors, the Contractor will only be entitled to an additional five percent

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(5%) mark-up and will not be entitled to receive the additional mark-ups specified in this section.

When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

When a Change Order involves both added Work and deleted Work, the markup or markups to be used shall be as follows:

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of fifteen percent (15%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of ten percent (10%) and five percent (5%) respectively, shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff nor add mark-ups to successive iterations of proposed Change Order cost proposals returned to Contractor by the City due to incomplete or inaccurate information being originally submitted by the Contractor. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly.

3-1.06E      **RECORDS.** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations.

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From the above records, the Contractor shall furnish the City completed daily extra work reports, on forms acceptable to the City, for each Day's extra work to be paid for on a Force Account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces. The daily extra work reports shall provide names and identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment, and hours operated. Daily extra work and Force Account reports (actual or claimed) shall be signed by both the City's and the Contractor's representatives within twenty-four (24) hours of the performance of the work.

Valid copies of vendor's invoices shall substantiate material charges. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within sixty (60) Days after the date of delivery of the material or within fifteen (15) Days after the Acceptance of the Agreement, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities, less any discounts.

The City will compare its records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to Work paid for on a Force Account basis shall be open to inspection or audit by representatives of the City during the life of the Agreement and for a period of not less than three (3) years after the date of Agreement completion and the

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Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) Days after the date of Acceptance of the Agreement, the Contractor will be given fifteen (15) Days' notice of the time when such audit is to begin.

3-1.07            **COST REDUCTION PROPOSALS.** The City encourages the Contractor to submit Cost Reduction Proposals whenever the Contractor identifies areas and/or instances in which there can be savings to the Work. Contractor may submit to the City, in writing, proposals for modifying the plans, Specifications or other requirements of the Agreement for the sole purpose of reducing the total cost of construction, including the time for completion of the Work. The City may consider such Cost Reduction Proposals and, if accepted, the Agreement will be equitably adjusted. The City has no obligation to consider or accept Cost Reduction Proposals.

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## SECTION 4

### CONTROL OF MATERIALS

4-1.01        **MATERIALS.** The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Supplemental Conditions to be furnished by the City and materials furnished by the City in accordance with Section 3, “Changes in the Work,” of these General Conditions.

Unless otherwise specified in the Supplemental Conditions, materials furnished by the Contractor for incorporation into the Work shall be new. When the quality or kind of materials, articles, or equipment is not particularly indicated, then the quality or kind thereof shall be similar to those that are indicated.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

All materials which do not conform to the requirements of the Contract Documents as determined by the Director, will be rejected whether in place or not. Rejected material shall be removed immediately from the site of the Work, unless otherwise permitted by the Director. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work, unless approval in writing has been given by the Director. Upon failure of the Contractor to comply promptly with any order of the Director made under these provisions, the Director shall have the authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

Manufacturer's warranties, guaranties, instruction sheets and parts lists, which are furnished with certain materials incorporated in the Work, shall be delivered to the Director.

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before Acceptance of the Contract.

Unless otherwise designated in the Supplemental Conditions or Specifications, materials furnished by the City will be delivered to the job site. Materials furnished by the City that are designated in the Supplemental Conditions as available at locations other than the job site shall be hauled to the site of the Work by the Contractor at its expense, including any necessary loading and unloading that may be involved.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the Department for the cost of replacing City-furnished material and such costs may be deducted from any moneys due or to become due the Contractor.

4-1.02        **PRODUCT AND REFERENCE STANDARDS.** When descriptive catalog designations, including manufacturer's name, product brand name, or model number are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications in effect on the day the Notice to Contractors for the Work is dated, except as may be otherwise stated.

When standards or test designations of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract. When such references do not bear a date of issue, the edition in effect on the day the Notice to Contractors for the Work is dated shall be considered as part of the Contract.

4-1.03        **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State

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Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

The State Department of Transportation has developed test methods for testing the quality of materials and Work. These test methods are identified by a California Test followed by the serial number. Copies of individual tests are available at the State Department of Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever a reference is made in the Supplemental Conditions to a California Test by number, it shall mean the California test in effect on the day the Notice to Contractors for the Work is dated.

Whenever the Supplemental Conditions provide an option between two (2) or more test methods, the Director will determine the test method to be used.

Whenever a Supplemental Condition, manual, or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of such reports, identified as to the lot of material, shall be furnished to the Director. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions of this Section 4-1.03 and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Director may at his or her discretion, select random samples from the lot for testing. Testing specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced Supplemental Conditions and furnished by the Contractor at its expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of

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all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

A. Inspection and Access for Testing. The Contractor shall provide safe access for the Director and his or her inspectors to adequately inspect the quality of Work and conformance with the General and Supplemental Conditions. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of such materials to be furnished or used in the Work as the Director may require. The Contractor shall furnish the Director all necessary labor and facilities for such things as excavation in the compacted fill to depths required to take samples.

Inspections, tests, or favorable review by the Director or others shall not relieve the Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Work covered without the favorable review or consent of the Director shall, if required by the Director, be uncovered for examination at the Contractor's expense.

If the Engineer, Architect, or Director considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of

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satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to cover its costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

Whenever the Contractor varies the period during which Work is carried on each Day, the Contractor shall give due notice to the Director so that proper inspection may be provided. Any Work done in the absence of the Director may be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Director and other agents of the City. Authorized representatives and agents of the Director shall be permitted access to inspect all Work and materials wherever it is required for preparation of progress reports, and the Contractor shall provide proper facilities for such access and inspection.

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate its own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of its duty to satisfactorily complete all Work required by the Contract Documents.

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Upon Final Completion of the construction Work and request by the Contractor, the Director will conduct a final inspection as a basis for recommending to the City that the Work be accepted.

B. Field and Materials Testing. Where the Supplemental Conditions require Work to be specially field tested or approved, it shall be tested only in the presence of the Director after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the Director.

The results of any tests made are for the information of the Director. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Contract Drawings and Supplemental Conditions.

Except as specifically required under the Supplemental Conditions, all tests by the Director of materials furnished by the Contractor will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Director without charge. No material shall be used unless it has been favorably reviewed by the Director.

Where such inspection and testing are to be conducted by an independent Laboratory or agency, the sample or samples of materials to be tested shall be selected by such Laboratory or agency, or the Director, and not by the Contractor.

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be

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deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

2. Retesting: When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing Laboratory and the cost thereof will be deducted by the City from the balance owed the Contractor. Contractor shall be billed for each additional test.

3. Contractor Convenience Testing: Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

4. Additional Tests and Inspections: When in the opinion of the Director additional tests or inspections are required because of the manner in which the Contractor executes its Work, such tests and inspections shall be paid for by the City, but will be deducted from the Contract Price. Examples of such tests and inspections are tests of materials substituted for previously accepted materials or substituted for specified materials, retests made necessary by failure of material to comply with the requirements of the Specifications, load tests made necessary because of portions of the structure not fully meeting Specifications or plan requirements, etc.

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions require that such a Certificate be furnished. In addition, the Director 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 Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Director.

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## SECTION 5

### LEGAL RELATIONS AND RESPONSIBILITY

5-1.01        **LAWS TO BE OBSERVED.** The Contractor shall keep informed of and observe, and comply with and cause all of its agents and employees to observe and comply with, all prevailing Federal and State laws, and rules and regulations made pursuant to said Federal and State laws, and county and municipal ordinances, and regulations, which in any way affect the conduct of the Contract. If any conflict arises between provisions of the Contract and any such law above referred to, the Contractor shall notify the Director at once in writing. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and save and hold harmless the City or any of its officers, agents, employees, and volunteers against any claim or liability arising from or based on the violation of any such law, rule, or regulation, whether by itself or its agents or employees.

5-1.02        **HOURS OF LABOR.** Eight (8) hours labor constitutes a legal Day's work. The Contractor or Subcontractor shall, as a penalty to City, 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 such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in said

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Section 1815. In addition, Contractor and/or its Subcontractors may be required to pay double the basic rate of pay for all hours worked in excess of twelve (12) hours in any workday and under other circumstances. (See California Code of Regulations, Title 8, Sections 16100(c)(6) and (16200(a)(3)(F) and applicable Department of Industrial Relations prevailing wage determinations.)

5-1.03        **NONDISCRIMINATION.**

A.        Attention is directed to Labor Code Section 1735, which reads as follows:

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

B.        During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and Subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations and City

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policies pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the agreement.

5-1.04 **PREVAILING WAGE.** The Contractor and any Subcontractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor and any Subcontractor under the Contractor shall, as a penalty, forfeit to the state or City not more than \$200 for each calendar day or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which such worker is employed for under the Contract by the Contractor or by any Subcontractor under the Contractor.

The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following: (a) whether the failure to pay the correct rate of per diem wages was a good-faith mistake and, if so, whether the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (b) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor.

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The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1 of the Labor Code.

If the amount due under this section is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code against the Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor pursuant to this section.

The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for an abuse of discretion.

In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by the Contractor or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the Contractor is not liable for any penalties described above unless the Contractor had knowledge of that failure of the Subcontractor to pay

the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1776, 177.5, 1813, and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees, by periodic review of the certified payroll records of the Subcontractor.
3. Upon become aware of the Subcontractor's failure to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
4. Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the public works project and any amount due pursuant to 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within fifteen (15) Days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a Subcontractor on that public works project to pay workers the general prevailing rate per diem wages.

Pursuant to the provisions of California Labor Code Section 1773, the City has obtained

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the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is incorporated herein as a part of this Contract.

Pursuant to Labor Code Section 1773.2, the general prevailing wage rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Pursuant to Labor Code Section 1773.6 and California Code of Regulations Section 16204, Title 8, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the City's bid issuance date.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

When both California and Federal prevailing wage rates apply, the Contractor and any Subcontractors shall pay their workers the higher of the two rates. The Contractor and any Subcontractors shall insert this clause in any lower tier contract.

5-1.05 **REGISTRATION REQUIRED AS QUALIFICATION TO BID.**

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Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

5-1.06        **PAYROLL RECORDS.** The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its Subcontractors.

A.        The Contractor and each Subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work. Each payroll record shall contain or be verified by a written declaration that 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 Section 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 available for inspection at all reasonable hours at the principal office of the Contractor on the following

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basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such 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 City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The City reserves the right to withhold any progress payments to the Contractor in the event of noncompliance with the subsection.

3. A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

C. 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.

D. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested the records within ten (10) Days after receipt of a written request.

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards 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 Subcontractor performing the Contract shall not be marked or obliterated. 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 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor-management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor-management committee reasonable attorneys' fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this section.

F. The Contractor shall inform the City of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. The Contractor shall have ten (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 ten (10) Day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any progress payment or final payment 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.

5-1.07        **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

Prior to Contractor commencing construction project work on City property, Contractor

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shall make available copies of its Health and Safety Plan (HASP) that meets or exceeds applicable Cal/OSHA regulations. The Contractor's HASP shall also meet or exceed the requirements of any applicable City-wide or departmental specific Injury and Illness Prevention Programs (IIPP) and other HASP programs, procedures, and plans. Potentially applicable HASP programs, procedures, and plans include, but are not limited to, the following:

1. Bloodborne Pathogens Exposure Control Plan;
2. Confined Space Entry Procedure;
3. Electrical Safety Program (Lockout/Tagout);
4. Emergency Action Plans (Site Specific);
5. Fire Prevention Plans (Site Specific);
6. Hazardous Waste Operations Emergency Response Plan (or Equivalent);
7. Hazard Communication Program (SDS's and Right-to-Know training);
8. Heat Illness & Prevention Plan;
9. Hearing Conservation Program;
10. Hot Work/Welding Procedure;
11. Job Hazard Analyses/Standard Operating Procedures;
12. Traffic Control & Flagging;
13. Excavation/Dig Safe Procedure;
14. Fall Protection Plan;
15. Personal Protective Equipment Plan;
16. Respirable Crystalline Silica Exposure Control Plan;
17. Respirator Program;
18. Soils Management Plan (for contaminated soils); and

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19. Transite (Asbestos) Pipe Work Procedure.

Additionally, Contractor shall be responsible for complying with all City-wide and departmental specific safety requirements as identified in the Supplemental Conditions or presented at a pre-construction meeting.

Contractor shall inform City in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide City with one copy of the Safety Data Sheet (SDS) for each chemical expected to be used to complete the project and for each chemical brought to the Work Site, regardless of whether such chemicals are ultimately used for the project.

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

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To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and 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 Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

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contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction and shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of the Work. The Contractor shall immediately report any such release to the City. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limitation, payment of any fines or penalties levied against the City by any agency as a result of such release and shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any claims arising from such release. For purposes of this section only, the term “claims” shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys’ fees), damage or liability, sustained or suffered by any person or entity, including the City.

If the performance of the Work creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the City be identified as the generator. The Contractor shall notify the City of any such hazardous wastes and the City reserves the right to a copy of the results of any tests conducted on the wastes, and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall defend, indemnify, and save and hold harmless the City, its

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officers, agents, employees, and volunteers from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor. Disposal of all Hazardous Materials must be done in accordance with all laws and regulations. Copies of required regulatory documentation including copies of final manifests shall be supplied to the City.

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

5-1.08        **SUBSURFACE EXCAVATIONS, NOTIFICATION.** The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule its Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Without limiting the foregoing, the Contractor's attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2.

5-1.09        **PUBLIC SAFETY.** The Contractor shall assume all responsibility for public safety during the performance of its Work, and all costs arising therefrom shall be included in the Contract Price. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs, and other devices and take such other protective measures as are

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necessary to prevent accidents or damage or injury to the public. The Contractor shall establish the pedestrian detours with comparable lighting to the original pedestrian areas. The Contractor shall arrange for such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions affecting traffic. For Work in a public right-of-way, the Contractor shall comply with the rules and regulations of the State, County, or local agency that owns the right-of-way.

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the City, all safety and first aid requirements prescribed by all applicable Federal, State, and local laws and regulations, rules, and orders. The Work shall be done in a safe manner; and the Contractor shall safeguard the safety and health of its employees, Subcontractors, and the people of local communities. The Contractor shall also be reasonable for ensuring that its Subcontractors comply with the provisions of this section.

Upon the failure of the Contractor to comply with any of the requirements of this section, the City shall have the authority, but not the duty, to stop the Work until such failure is remedied. The Contractor shall not be entitled to an adjustment of the Contract Time or an increase in the Contract Price due to any such suspensions.

When required by the Contract Documents, the Contractor shall construct, maintain, and remove detours for use of public traffic, without additional cost to the City, unless separate payment is specified in the Special Provisions.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until such detours are in satisfactory condition for use by public traffic.

Due care shall be exercised to avoid injury to existing improvements or facilities, utility

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facilities, adjacent property and trees, shrubs, and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line shall be protected from injury or damage, and the Contractor shall provide and Install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work Site, or as good as required by the Contract Documents if any such objects are part of the Work. The City may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor, and the costs may be deducted from any monies due or to become due to the Contractor under the Agreement.

The fact that any underground facilities is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility pursuant to "Utility Facilities" in Section 2-1.12 elsewhere in the Contract Documents. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities, which may be subject to damage by reason of its operations.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.10        **EMERGENCIES.** In an Emergency affecting the safety of life, the

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Work, or adjoining property, the Contractor, without special instructions or authorization from the City, shall act at its discretion to prevent such threatened loss or injury. In such an Emergency, the Contractor may perform such additional work as is reasonably required. Any compensation claimed by the Contractor on account of Work performed to an Emergency shall be determined in accordance with the provisions relating to Force Account payment contained elsewhere in the Contract Documents.

5-1.11        **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided therein. The Contractor shall require each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to fully comply with Sections 1777.5 and 1777.6 of the Labor Code. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or Subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, , or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

5-1.12        **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

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5-1.13        **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.14        **AIR POLLUTION CONTROL AND ASBESTOS.** 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 Government Code Section 11017.

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 applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances.

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regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.15        **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16        **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

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muffler.

5-1.17        **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18        **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19        **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

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requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20        **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

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## Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21        **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

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If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22        **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

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any of them, (hereinafter referred to as “Indemnitees”) from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor’s use of the City’s property or any activities or Work performed hereunder by the Contractor; (2) the Contractor’s performance of the Work under the Agreement; or (3) the Contractor’s breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor’s obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees’ active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

The Contractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

Any person, firm or corporation that Contractor authorizes to Work on the City’s property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor’s indemnity obligation described herein.

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In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

#### 5-1.23 **INSURANCE COVERAGE.**

A. Evidence of Maintenance Required. The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall

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provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

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Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

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(non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3.       Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4.       Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5.       Builder's Risk/Course of Construction Insurance (If Required by Risk Management): The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

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including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. Higher Coverage Limits: If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Claims Made Coverage: Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

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5-1.24      **OTHER INSURANCE PROVISIONS.**

A.      The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B.      The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C.      The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

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same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured



retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

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facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Work, and any private or public operations on adjoining properties.

5-1.27      **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

**ACCEPTANCE.** The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

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Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28      **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29        **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

- A.        An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- B.        Occupancy and use by the Department or the public prior to the completion of the entire project.
- C.        Acts of the Federal Government or the public enemy.

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5-1.30      **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

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The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

“Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation.”

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

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The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31        **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32        **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33        **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

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5-1.34        **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35        **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

“ 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 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.”

5-1.36        **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop



Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37        **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

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operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38        **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

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During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39        **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40        **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A.        The Contractor shall promptly, and before the following conditions are disturbed, notify City 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.

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2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

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. The City 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. In the event that a dispute arises between the City 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. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42      **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND**

**RIGHTS-OF-WAY.** The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

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## SECTION 6

### PROSECUTION AND PROGRESS

6-1.01        **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

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Fair Practices Act” beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor’s receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02        **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03        **BEGINNING OF WORK.** After the execution of the Contract by both

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parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04        **PROGRESS SCHEDULE.**

A.        **Preliminary Progress Schedule.** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

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favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

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selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)

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- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

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6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

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4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

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to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07        **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A.        For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B.        For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

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Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are “controlling” or which are on the “critical path” of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

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that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09            **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

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and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of “Changes in the Work” under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and
2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor’s operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

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will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

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period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

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provisions of “Changes in the Work” under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor’s damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor’s Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, “Force Account Payment – Equipment,” of these General Conditions, no payment will be made for delays in accordance with the

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provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10        **TERMINATION.**

6-1.10A        **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1.        Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

- a.        The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

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Payments,” of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

- b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- c. When the Director 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, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

- a. 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

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administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

- b. 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 Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.
- d. 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 the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

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In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

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

6-1.10B      **TERMINATION OF AGREEMENT - FOR CAUSE.** An

“Event of Default” as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

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Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

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such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City 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 City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

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materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

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## SECTION 7

### ACCEPTANCE AND PAYMENT

7-1.01        **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

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notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02        **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03        **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City.

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including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

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governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

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submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04        **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

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specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor 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 City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (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 City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City 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 City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (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 resolved in accordance with Section 7-1.05 below.

7-1.05      **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

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pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06        **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07        **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

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substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor which includes an amount to provide for the reasonable cost of any litigation

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thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08        **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

- A.        Equipment and materials will only be eligible if given conditional or final

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Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

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materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09        **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1.        The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2.        Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3.        Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

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4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, “Acceptance,” of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City’s Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor’s proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

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shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

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1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11        **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.12        **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

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This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

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specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13            **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

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The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

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## SUPPLEMENTAL CONDITIONS

Project: Gibson Park

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### Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
X	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: [www.roseville.ca.us](http://www.roseville.ca.us).

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

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## SECTION 1. DEFINITIONS AND TERMS

1-1.24        **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the ~~Parks Recreation & Libraries~~ Department of the City of Roseville.

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## SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08        **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 14 Days after receipt of the submittal by the Director.

2.1.28        **PROJECT DOCUMENTS.** Potential bidders are advised to obtain all documents and specifications related to this project directly from the City of Roseville. The City of Roseville does not guarantee the accuracy of any forms, plans, or project manuals obtained through outside sources other than the City of Roseville. Furthermore, the City does not guarantee the distribution of any addendums or the accuracy of their content if obtained from a third party. Bidders expressly assume the risk that their bid will be rejected from the use of plans and manuals obtained from third parties other than the City of Roseville

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### **SECTION 3. CHANGES IN THE WORK**

There are no amendments to the General Conditions.

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#### **SECTION 4. CONTROL OF MATERIALS**

There are no amendments to the General Conditions.

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## SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14        **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is not present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

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## SECTION 6. PROSECUTION AND PROGRESS

6-1.04        **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than   0   Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07        **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within  10  business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within  90  business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be  90  calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08        **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$  800  per Day.

## **SECTION 7: ACCEPTANCE AND PAYMENT**

7-1.07        PROGRESS PAYMENTS. Section 7-1.07 of the General Conditions is amended to include the following:

The Contractor shall email an electronic copy of Certified Payroll Reports to the Project Manager along with each Application for Payment.

[END OF SUPPLEMENTAL CONDITIONS]

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## SPECIFICATIONS

Project: Gibson Park

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**Gibson Park**  
**1099 Roseville Parkway, Roseville, CA 95678**

# **PROJECT SPECIFICATIONS**

## **100% Submittal**

05/20/2022

PREPARED BY:



VERDE DESIGN

Project No. 2014500

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## APPENDICES

A: Irrigation Schedules

1 pages

B: Soils Fertility Report

# pages

D: Geotechnical Report

60 pages

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## **SECTION 00 31 46 PERMITS**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The intent of this Section is to furnish bidders with the known list of required permits for the Work under the Contract Documents. Bidders should note that the list is not necessarily complete and that additional requirements may exist or arise.

#### **1.02 Permits**

- A. The Contractor shall obtain copies of the following permits from the Project Manager. Copies of these shall be obtained prior to start of work and shall be kept on the jobsite.
  - 1. State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity:

The City has prepared and submitted the SWPPP and Notice of Intent (NOI) to the State Water Resources Control Board. Prior to starting construction, Contractor shall obtain coverage under and comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ). The City will prepare and submit the NOT when permanent BMP's have been installed.

- 2. City of Roseville Department of Development Services, Encroachment Permit for all Work related to this project.
- 3. City of Roseville Department of Development Services, Grading Permit for all Work related to this project.
- 4. City of Roseville Department of Development Services, Building Permit for all structural items associated with this project, including, but not limited to, lighting, backstops, restrooms, shade structures, drinking fountain (plumbing code), and miscellaneous electrical.

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- B. Contractor shall comply with the conditions of these permits, and will be solely responsible for all costs associated with meeting permit conditions unless specifically specified otherwise in these Contract Documents.
- C. A copy of the permit is included in the Appendix of the Project Manual. A trench/excavation permit must be on file with the City. Submit a copy of the notification letter to CAL OSHA, which outlines the project, and contracted scope of work.

## **PART 2 - PRODUCTS**

Intentionally left blank.

## **PART 3 - EXECUTION**

Intentionally left blank.

**END OF SECTION**

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## **SECTION 01 10 00 SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.01 General**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

#### **1.02 Project Description**

- A. Project Name and address:

Gibson Park

1099 Roseville Parkway, Roseville

- B. Project description/scope of work:

The scope of this project includes but is not limited to the following: site demolition, clear and grub of undeveloped lot and saw cut and partial removal of existing parking lot. Proposed improvements include construction of three (3) pickle ball courts (courts 1, 2, & 3) with perimeter fencing, city standard comfort station #2 with stand alone drinking fountain, new hardscape, landscape, site utilities, and path of travel and accessible parking for accessibility requirements. Sports lighting for three (3) pickle ball courts, sports lighting infrastructure, underground utility and electrical infrastructure for future phases also to be installed.

Bid Alternate #1: Construction of two (2) spectator shade structures, one on the west side of court 1 and one on the east side of court 3 and related improvements including but not limited to, hardscape, utilities and electrical.

Bid Alternate #2: Construction of three (3) additional pickleball courts with perimeter fencing (courts 4, 5, & 6) located to the north of courts 1-3. Including two (2) spectator shade structures one located on the west side of court 4 and the other on the east side of court 6, sports court lighting and related improvements including, but not limited to, hardscape, furnishings, utilities and electrical.

Bid Alternate #3: Construction of three (3) additional pickleball courts with perimeter fencing (courts 7, 8, & 9) located to the north of courts 4-6. Including

two (2) spectator shade structures one located on the west side of court 7 and the other on the east side of court 9, sports court lighting and related improvements including, but not limited to, hardscape, furnishings, utilities and electrical.

- C. The Contractor, prior to submission of his bid, shall visit the site and become familiar with the physical site conditions, the plans and specifications. All existing site conditions, apparent in a detailed, on-site inspection, shall be a part of the project. Submission of a bid shall represent the Contractor's acknowledgment of the existing site conditions and its effect on the implementation of the contract documents.

### **1.03 Engineering**

- A. Field Engineering, as a part of this contract, shall include:
1. Layout of the work and establishment of lines and grades.
  2. Said work to be performed by a California Registered Civil Engineer or a California licensed Land Surveyor.
  3. When discrepancies between the drawings and actual site conditions are discovered, notify the Inspector for instruction on how to proceed.
  4. All work shall:
    - a) Establish indicated layout in relation to the property survey and existing reference points.
    - b) Establish and preserve permanent reference points during the course of construction.
    - c) Set locations and elevations of all site elements as required for proper completion of the work.

### **1.04 Permits, Fees and Notices**

- A. The Contractor and/or his assigned Subcontractors shall obtain any and all required permits (beyond those provided in the Appendix) from all governing authorities, including other City Departments, prior to start of construction.

### **1.05 Construction Plans**

- A. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's project manager immediately. The City's project manager will clarify discrepancies or omissions, in writing, within a reasonable time.
- B. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:
1. Notice to Contractors
  2. Special Provisions
  3. City of Roseville Parks Construction Standards

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4. City of Roseville Design and Construction Standards

5. Drawings

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

**1.06 Definitions**

- A. The term “accepted” where used within, shall mean accepted in writing by the City of Roseville’s Project Manager.
- B. The term “Inspector”, where noted, shall mean the project representative, appointed by the City of Roseville, who will oversee the project on a day-to-day basis.
- C. The term “Project Manager”, where noted, shall mean the project representative appointed by the Parks Department.
- D. The term “Consultant”, where noted, shall mean the prime Consultant listed on the cover sheet of these Specifications.
- E. The term “accepted equal”, where used herein, shall mean the equal in the opinion of the Project Manager, in consultation with the Consultant, when necessary, and as accepted in writing by the Project Manager.
- F. The term “Project Owner”, where used herein, shall mean the landowner or developer.
- G. The term “provide”, where used herein, shall mean furnish and install complete.
- H. The term “as selected”, where used herein, shall mean as selected by the Consultant and as accepted by the Project Manager.
- I. The term “substantially complete”, where used herein, shall mean the state of which the project can be used in the manner of which it is intended with the exception of minor items as determined by the Project Manager.
- J. See Section 1 of the General Conditions for additional definitions and terms.

**1.07 Standards**

- A. Numerous standards are referenced in these contract documents. The referenced standards shall be the current edition as of the date of these contract documents. Also, see Section 4 - 1.02 of the General Conditions.
- B. The codes adopted by the City, County, State and federal agencies shall govern minimum requirements for this project. Where codes conflict with these Specifications, the more stringent shall apply, and such conflicts shall be brought to the attention of the Project Manager. Caltrans Standards shall be applied where specifically referenced. In the absence of specific reference requirements in the contract documents, the applicable codes shall govern.
- C. In addition to the standards noted in individual sections of these Specifications, standards of the following organizations shall be noted by initials only.



1. ANSI: American National Standards Institute.
2. ASTM: American Society for Testing and Materials.

### **1.08 Submittals**

- A. All submittals shall be submitted at one time within ten (10) working days from issuance of Notice to Proceed. The review time for submittals shall be as noted in Section 2 - 1.04 of the Special Conditions. Items returned for re- submittal shall be returned to the City within two weeks
- B. The Contractor shall include a cover sheet indicating the following (A sample is provided in Section 5: Forms):
  1. Drawing sheet or specification section reference (by section, paragraph and sub-paragraph numbers);
  2. Item description;
  3. Indication whether this item is "as specified" or "proposed substitution" and
  4. A space for itemized response summary, e.g. "reviewed" or "resubmit".
- C. Contractor shall provide submittals electronically in PDF file format and physical product samples as required in specifications. It shall be the Contractor's responsibility to ensure that the summary sheet is included in the submittal package. Incomplete submittal packages (i.e., the lack of a summary sheet or lack an appropriate product sample) will not be reviewed.
- D. Proposed substitution requests must include a comparison between the originally specified item and the proposed substitute. The burden of proof of compliance for proposed substitutions with project requirements rests with the Contractor. Coordination of the installation of accepted substitutions, including incidental changes/modifications to accommodate proposed products shall be at no additional cost to the Owner.
- E. Where required in specified Section of these Specifications, submittals shall include proof of order of site furnishings, play equipment or other materials within two weeks (ten working days) of receipt of the returned, approved submittal. Submittals of orders shall be made at one time. Exceptions will be considered, with justification.

### **1.09 Tests**

- A. In addition to Section 4 - 1.03 of the General Conditions, testing and inspections may be performed by a private testing laboratory. The testing laboratory, provided by the City, shall be under the direction of a California registered civil engineer. All work shall conform to requirements set forth by ASTM B329, and shall be acceptable to the City.
- B. Copies of the laboratory reports/results of each test or inspection shall be provided to the Project Manager, Inspector and Contractor.

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### 1.10 Temporary Facilities

- A. Sanitary provisions shall be the responsibility of the Contractor. Existing restroom facilities shall be not utilized by the Contractor, his Sub-contractors, or employees thereof, unless specifically accepted by the Project Manager. Provide chemical toilets or water closets and urinals connected to the sewer in a location accepted by the Project Manager.
- B. Barricades shall be the responsibility of the Contractor and shall be erected as necessary to protect the property, the construction and the public from hazards due to construction.
- C. Signs, other than those identified in these Specifications, shall be prohibited. Notices, required by law, shall be posted and maintained.

### 1.11 Utilities

- A. All utility fees, including, but not limited to, connection fees, installation fees, meters, monthly service fees and cost of utilities used during the course of construction and establishment are considered a direct cost and are the responsibility of the Contractor until project acceptance by City Council.

### 1.12 Dust/Noise Control Requirements

- A. Dust and other air pollution nuisances on or adjacent to the site shall be abated, per Section 2 - 1.07 of the General Conditions. Dirt shall not be allowed to accumulate on streets or sidewalks nor be washed into sewer.
- B. Noise from construction operations shall be kept to a minimum. Allowable hours of operations shall be from 7 a.m. to 7 p.m. Monday through Friday. Work on weekends and holidays must be approved by the project manager. Work on weekends and holidays shall not begin before 8 a.m. and must be completed by 8 p.m.

### 1.13 Tree Replacement Schedule

- A. Trees damaged or removed without prior approval shall be replaced at an inch per inch basis on-site, except otherwise accepted. New stock shall follow the table provided:

Plant Size	Inch Value
3 Five Gallon Stock	One Inch
1 Fifteen Gallon Stock	One Inch
1 24" Box Stock	Two Inches
1 36" Box Stock	Three Inches

### 1.14 Inspection of Construction

- A. In addition to the routine inspections performed by the Parks Inspector, portions of work may be inspected by the other city departments. Notify the Parks

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Inspector and Project Manager a minimum of 48 hours prior to date of inspection.

- B. The Parks Inspector shall be the main line of communication between the site superintendent, the project manager and other City department inspectors. Changes in scope of work or standards shall be approved by the project manager.
- C. Refer to the parks inspection record. This shall be issued at the Pre-Construction meeting and shall be utilized by the Contractor throughout the course of construction. A completed "hard card" shall be submitted to the Project Manager along with required turn in items (See 1.19 this Section) upon final acceptance of the project. The Notice of Completion shall not be filed until all record documents have been received and accepted.

#### **1.15 Adverse Impacts to Site Conditions Due to Construction**

- A. Impacts that affect the site conditions to the detriment of the park or streetscape  
Impacts that affect the site conditions to the detriment of the park or streetscape construction or long term viability of the site shall be mitigated by the contractor prior to acceptance of the project. Such impacts shall include, but are not limited to:
  - 1. Soil compaction in non-structural areas;
  - 2. Diesel or gas fuel leaks/spillage;
  - 3. Buried concrete or other construction debris;
  - 4. Hazardous material contamination;
  - 5. Lime treatment in planting areas;
  - 6. and more.

#### **1.16 Pre-final (Punch List) Review**

- A. Notify, in writing, to the Parks Construction Inspector, that the work is substantially complete. Substantially complete is defined as "the state of work where it may be used in a suitable and intended manner with exception of minor corrections". Partial acceptances will not be granted. Items to be reviewed as a part of substantial completion include:
  - 1. All construction items
  - 2. Installation of all site furnishings, including lights and signs
  - 3. Seeding or sodding of all turf areas
  - 4. All planting, including weeding of planted areas
  - 5. The irrigation system is fully functioning as designed and as confirmed by the landscape irrigation audit.
- B. Within five working days of receipt of notification, the Parks Construction Inspector will confirm substantial completion. The Parks Construction Inspector will schedule the punch list walk (pre-final review) within five working

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days after the project has been determined as substantially complete. A formal punch list will be developed at the punch list walk. The Parks Construction Inspector will provide a copy of the formal punch list to the Contractor within five working days of punch list walk. Performance of the punch list walk does not automatically trigger the start of establishment.

1. If at any point during this review that it becomes apparent that the Contractor has not properly prepared for the site review, the inspection shall immediately be terminated and re-scheduled at such a time as the site has been readied for a review. Any costs for the re-scheduling of the review shall be the responsibility of the Contractor. Lack of site preparation could delay start of the establishment period.
- C. Concurrent to the pre-final review, the City will make a formal request for all required turn-in items to be submitted to the City. All turn-in items shall be submitted to the City (single point of contact), at one time and only by appointment. Do not drop off the turn-in items at the front counter and without an appointment.
- D. Once all turn-in items have been confirmed to be complete and accurate, the establishment period may be considered to begin. The City shall have sole discretion in determining the appropriateness of the commencement of the establishment period and shall notify the developer/contractor in writing of the start and end dates. Portions of the project will not be accepted for establishment prior to the substantial completion of the entire project.

### **1.17 Establishment Period**

- A. The duration of the establishment period shall be:
  1. For seeded turf in parks: Ninety (90) calendar days, minimum, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
  2. For sodded turf in parks: Forty-five (45) calendar days commencing between March 1st and October 31st and sixty (60) calendar days commencing between November 1st and February 28<sup>th</sup>, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
  3. For streetscapes: Thirty (30) calendar days, minimum, and until final acceptance of all related street improvements subject to approval of a Notice of Completion by the City Council.
- B. Active maintenance is required throughout the entire establishment period. Active maintenance is defined as:

1. All areas within the project site shall be protected against damage including vandalism, erosion, trespass, rodents and other acts. Immediately repair all damaged areas.
  2. All walkways and paved areas shall be kept clean and all debris within planting and turf areas shall be immediately removed.
  3. Automatic irrigation controller shall be fully utilized and irrigation system monitored and adjusted as described in Section 32 84 00 4.03.
  4. All plant and turf maintenance as described in Section 32 90 00 3.11
- C. Prior to the start of the final thirty (30) days of establishment:
1. All punch list items shall be completed.
  2. All certifications and testing shall be completed.
  3. All plantings and turf shall be thriving and in a healthy condition.
  4. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

#### **1.18 Final Review**

- A. One (1) week prior to the end of the establishment period, a final on-site review shall be conducted to review project readiness for final turn-over. All punch list items must be satisfactorily addressed prior to the final review.
- B. The project shall be prepared and cleaned per Section 2 - 1.12 of the General Conditions; the turf shall be mowed; and the irrigation heads shall be adjusted appropriately one day prior to the scheduled final review.
- C. Acceptance of the project shall be considered "field accepted" and a recommendation will be forwarded to the City Council for "final acceptance" per Section 7 - 1.01 of the General Conditions.
- D. An unaccepted project shall extend the establishment period until such time as the unaccepted portions of the project have been reviewed and field accepted by the Inspector and Project Manager.
- E. Turn over for City maintenance shall occur only after:
  1. The specified duration of the establishment period has been successfully completed.
  2. If required, the deed transferring property ownership, has been recorded at the County.
  3. A Notice of Completion (NOC) for city-built parks and for streetscapes has been approved by the City Council.
- F. Contractor shall provide a written guarantee covering all improvements associated with this project. See 1.19 – Warranties and Guarantees.

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### 1.19 Record Documents

- A. Record documents or as-built plans shall be maintained on-site and updated routinely as specified in Section 2 - 1.13 of the General Conditions. Record documents shall include **all items under the contracted scope of work.**
- B. Record documents shall be submitted:
  - 1. one full size set of final as-built drawings (verified/initialed by the Parks Inspector during the establishment period)
  - 2. one set of 11 x 17 reductions of the complete as-built package; and
  - 3. two sets 11 x 17 laminated reductions of the irrigation plan illustrating with colors the individual controller stations; and
  - 4. one USB storage device containing PDF scanned images (in color) of the verified/initialed as-built drawings.
  - 5. For City of Roseville CIP projects, SWPPP binder.

### 1.20 Warranties and Guarantees

- A. Warranties are required under various Sections of these Specifications. Prior to final acceptance, the Contractor shall assemble all warranties into a single, bound or stapled package. All warranties shall be clearly labeled and the number of years highlighted. Also, see Sections 7 - 1.10 and 7 - 1.11 of the General Conditions.
  - 1. Warranties for equipment shall be submitted in the manufacturer's standard form and shall be countersigned by the subcontractor or supplier and the Contractor.
  - 2. All other warranties shall be provided in the following format, written on subcontractor's or supplier's letterhead, signed by the subcontractor or supplier and countersigned by the Contractor:

WARRANTY FOR \_\_\_\_\_ YEARS

"We hereby warrant that the product which we have installed at project name has been done in accordance with the contract documents, and that the work, as installed will fulfill the warranty requirements included in the Specifications.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within the warranty period stated above commencing from the date of final acceptance of the above named project by the City of Roseville's City Council, without additional expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

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In the event of failure to comply with the above conditions within thirty (30) days of notification by the City, we collectively or separately do hereby authorize the City to proceed with the repairs or replacement of such defects at our expense. Payment of said costs and charges will be forwarded to the City upon demand.

Signed: \_\_\_\_\_  
Subcontractor or Supplier \_\_\_\_\_ Date

Countersigned: \_\_\_\_\_  
Contractor \_\_\_\_\_ Date

- B. Guarantees shall be a minimum of one (1) year for all plant material, including trees and shrubs. The guarantee shall state that plant materials (trees & shrubs) to be free of all defects or disease and all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

## **PART 2 - PRODUCTS**

Intentionally left blank.

## **PART 3 - EXECUTION**

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**END OF SECTION**

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## **SECTION 01 57 23**

### **STORM WATER POLLUTION CONTROL**

#### **PART 1 - GENERAL**

##### **1.01 General**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

##### **1.02 References**

- A. State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
- B. CASQA California Stormwater BMP Handbook – Construction, November 2009

##### **1.03 Definitions**

- A. NOI: Notice of Intent
- B. NOT: Notice of Termination
- C. QSP: Qualified SWPPP Practitioner
- D. QSD: Qualified SWPPP Developer
- E. SWPPP: Storm Water Pollution Prevention Plan
- F. SWRCB: State Water Resources Control Board
- G. NPDES: National Pollutant Discharge Elimination System General
- H. WDID: Waste Discharger Identification number
- I. BMP: Best Management Practices

#### **PART 2 - PRODUCTS**

Intentionally left blank.

#### **PART 3 - EXECUTION**

##### **3.01 SWPPP**

- A. Comply with State Water Resources Control Board Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System General Permit No. CAS0000002, for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

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- B. A SWPPP has been developed for this project. The SWPPP is a dynamic document and will change as conditions (weather or construction phases) warrant.
- C. Implementation of the SWPPP is the responsibility of the Contractor and a part of this project. Costs associated with implementation and maintenance of the BMPs per the SWPPP shall be included in the lump sum base bid.
- D. Major changes to the SWPPP shall be reviewed by the City's QSD prior to implementation. Cost associated with the major changes will be paid for using the unit cost listed in the Additions or Deletions Sheet of the Proposal
- E. The City's QSP will perform weekly inspections of the jobsite. Implementation of and minor changes to the SWPPP as directed by the City's QSP shall be incidental to the Work. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
- F. All BMPs installed will be inspected by the City's QSD/QSP for compliance with the SWPPP and BMP Fact Sheets. BMPs that are not in compliance shall be brought into compliance by the Contractor at no cost to the City.
- G. Keep one copy of the SWPPP and amendments at the project site.
- H. The SWPPP shall be readily available throughout the course of construction and until the NOT has been accepted by SWRCB. The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or City' storm water staff.
- I. At the end of the establishment period, the Contractor shall submit the project site copy of the SWPPP including copies of all inspections, Rain Event Action Plans (REAPs), reports, and sampling and analysis results to the City's Project Manager.

### **3.02 Schedule**

- A. Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices. The typical sequence of work shall be adjusted by the Contractor based on weather conditions and forecasted rain events. The schedule is considered an appropriate and applicable BMP.

### **3.03 Penalties and fines**

- A. Contractor is responsible for all penalties and fines assessed to or levied on the project related to the implementation of the SWPPP.
- B. In an effort to maintain compliance with the General Permit, the Contractor may be asked to make changes to the BMPs. If the Contractor is unable to perform

these services in a timely manner the City reserves the right to address any areas of concern and deduct the cost from the contract.

### **3.04 BMP's**

- A. Construction BMP's shall be installed per the Erosion / Sediment Control Plan and project SWPPP, and in accordance with the CASQA California Stormwater BMP Handbook. Use of alternative BMP's will be reviewed and accepted at the discretion of the City's QSD.

### **3.05 Cleaning**

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

### **3.06 Winter Construction Suspension**

- A. Contractor shall include a winter construction suspension as part of the construction schedule. The counting of working days will be suspended during the winter suspension period. It is at the City's sole and complete discretion to determine the start and end dates of the winter construction suspension. The City will notify the Contractor 10 working days before the start of the winter construction suspension. The City will notify the Contractor 10 working days before the end of the winter construction suspension. The Contractor shall begin work within 15 calendar days after receiving the notice of the end of the winter construction suspension.
- B. Contractor shall include an allowance of (\$15,000) for the winter construction suspension. Costs associated with preparing the site for the winter construction suspension and costs associated with corrective actions required during the winter construction suspension will be paid for using the allowance on a Time & Materials Basis according to the allowable mark-ups in the project's General Conditions, or per an approved lump sum or unit price quote. Costs to implement and maintain the BMPs per the Erosion and Sediment Control Plan are excluded from the winter suspension allowance and shall be included in the lump sum base bid.
- C. Prior to the winter construction suspension, stabilize all exposed soils at the direction of the City's QSD/QSP. In addition, all adjacent drainage inlets shall be protected and perimeter control shall be installed and in good repair.
- D. Traffic on the construction site shall be kept to minimum. All traffic entering or exiting the site must use the stabilized construction entrance.

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- E. Where there are areas of concentrated runoff flows, Contractor shall protect the soil from erosion.
- F. Per the Construction General Permit Requirements, inspections by the City's QSD/QSP will continue into and through the winter suspension period. Inspections will occur before, during, and after each qualifying storm event (0.5" or more precipitation) and at least once per week. Contractor shall start all inspection corrective actions within 72 hours of observation, and complete as soon as possible.
- G. Should rain be forecast at 50% or better by NOAA, the City's QSD/QSP will prepare a Rain Event Action Plan (REAP) and email such document to the Contractor. Contractor shall complete all corrective actions within the REAP prior to the start of precipitation.
- H. The City's QSD/QSP will be sampling all discharge to ensure compliance with runoff standards for pH and turbidity. If the water sampling indicates compliance issues, Contractor shall make repairs or adjustments to BMPs immediately, and respond to any such requests within 24 hours.

**END OF SECTION**

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## **SECTION 03 30 00 SITE CONCRETE**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of all concrete work, flatwork and poured-in-place as shown in the Plans and as specified herein.

#### **1.03 References**

- A. Caltrans Standard Specifications, latest edition.
- B. California Building Code (CBC) and California Administrative Code (Title 24), latest editions.

#### **1.04 Quality Assurance**

- A. For all flatwork, the Contractor shall pour a six-foot by six-foot (6" x 6") sample of each type of finish specified for review and acceptance by the Project Manager prior to pouring any concrete. The accepted samples shall remain on-site and intact until all concrete work has been completed. The quality of the concrete work shall be measured by the accepted samples.
- B. During the course of construction, a qualified testing laboratory shall obtain samples as determined by the Inspector and conforming to federal and state codes and standards. Such costs shall be paid for by the City. Re-tests and removal of below acceptable strength concrete shall be borne by the Contractor. The Contractor shall cooperate with the testing during the course of obtaining such samples.
- C. Variances in surface grades of more than 1/8", as measured by a straight edge ten feet (10") long, shall be corrected to the satisfaction of the Inspector. Remove all areas where standing water occurs, including any surface irregularities.

### **1.05 Handling and Storage**

- A. Comply with ATSM C-94, "Specifications for Ready Mix Concrete" for the batch, mix and transport of concrete.
- B. Mix and deliver only the amount that will be poured immediately.

### **1.06 Record Drawings**

- A. The Contractor shall keep an accurate record of the as-built conditions of the site concrete. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

## **PART 2 - PRODUCTS**

### **2.01 Concrete**

- A. Concrete for play area curbs, sidewalks, and accessible ramps shall conform to the provisions of Section 90-2 "Minor Concrete" of the Caltrans Standard Specifications. Cementitious material shall be „Type II Modified" and shall contain no less than 505 pounds of cementitious material per cubic yard. Aggregate shall be not greater than one-inch or smaller than 3/8-inch. Submit concrete analysis for review and acceptance prior to placement of concrete.

### **2.02 Fiberglass Reinforcement**

- A. Fibers for concrete shall be Fibermesh 150, as manufactured by Propex Operating Company; or accepted equal. Fibers shall contain 100 percent virgin polypropylene multifilament fibers, e3 patented technology, containing no reprocessed olefin materials. The fibers shall conform to ASTM C1116 Type III and manufactured specifically for the secondary reinforcement of concrete.

### **2.03 Expansion Joint Material**

- A. Fiber expansion joint shall conform to ASTM-1751 and shall be a non-extruding resilient filler. Filler shall have preserve attributes and high quality bituminous materials.
- B. Apply Sikaflex elastomeric sealant, or accepted equal, over all expansion joints.

### **2.04 Concrete Forms**

- A. All forms shall be new at the start of the project and shall be construction grade Douglas Fir. Minimum size lumber shall be 2 x 6.
- B. Radius bends shall be formed by spring steel forms or laminated boards, as required.
- C. Plywood shall be 5/8", Class I, exterior grade as outlined in APA "Guide to Plywood Grades". Omit mill oiling treatment.

## **PART 3 - EXECUTION**

### **3.01 Poured-In-Place Concrete Forms**

- A. Concrete for hardscape or flatwork shall be placed on subgrade compacted to 95% relative compaction. Prior to placement of concrete, a soils compaction test must be performed by an accepted soils testing professional on a representative number of locations along the flatwork area. The City or project owner shall provide the initial test. The results of these tests must be available and meet acceptable levels prior to pouring. Re-tests and re-work of any area, as directed by the soils professional, shall be the responsibility of the Contractor.
- B. Construct forms to conform to the shapes, dimensions and details shown on the Plans. All forms shall be true to lines, plumb, level and square.
- C. Forms shall not leak, spread, shift or settle when concrete is placed.
- D. All forms shall carry dead and live loads and shall not deflect more than 1/8" between supports after placement of concrete.
- E. All forms shall be thoroughly soaked a minimum of twelve (12) hours prior to pouring of concrete. Forms shall be treated per manufacturer's recommendations.
- F. Reuse of forms may be allowed at the discretion of the Inspector. Reused forms shall be cleaned and free of defects that would affect the final concrete finish.
- G. Concrete footings shall be formed only when excavations slump or cave in. Over-excavate the trench or footing diameter to accommodate the forms' installation and removal. Apply water to moisten soil. Do not allow water to create mud or ponding.

### **3.02 Fiberglass Reinforcement**

- A. Install per manufacturer's instructions. Apply at the batch plant prior to delivery. Thoroughly mix fiber material to avoid "clumping".

### **3.03 Expansion Joints**

- A. Expansion joints shall be placed where vertical elements meet horizontal paving unless otherwise noted on the Plans. This shall include vertical expansion joints on play area curb walls, buildings, shade structures, walls and/or planters. The corners of the paving shall be tooled at the expansion joints. Trim exposed fibers which protrude above or beyond the finish surface of paving or the finish surface of the wall.

### **3.04 Control Joints for Concrete Sidewalks**

- A. Control joints shall be per detail PK-32 with deep, straight and finished with rounded edges. Control joints shall be placed (on-center) a distance equal to the width of the concrete walkway, unless otherwise shown on the Plans. For

example a ten-foot wide walkway shall have control joint placed ten feet on center.

### **3.05 Placement of Concrete**

- A. Do not pour concrete in weather below 40 degrees F. or when temperatures are predicted to fall below freezing within 24 hours, except with prior authorization.
- B. Concrete shall be transit mixed according to ASTM C-94. Limit the quantity of water to the required strength. Concrete shall be of a consistency that it flows slowly into the forms.
- C. Mixing of concrete shall be continuous commencing from the time water is added to the mix until such time that the concrete is poured. All concrete shall be placed within an hour of the time when water is first added.
- D. Concrete shall be deposited up to the finished height of the forms and up to the adjacent joint. No partial pours will be allowed. Excess material shall be dumped on-site and later removed by the Contractor.
- E. Thoroughly compact the concrete manually spading and tamping concrete into all corners of the forms and by utilizing a high-speed mechanical vibrator. Retain a standby vibrator on-site during the course of concrete work. When utilizing the vibrator, take precautions to avoid impact on the forms.
- F. After obtaining uniform compaction, screen tamper all flatwork surfaces, screed and bull float to ensure that large aggregates are pushed below the surface. When it is practical to work on the surface, wood float, steel trowel paving to a uniform surface.
- G. Concrete elements shall not exceed the following tolerances:
  - 1. Linear: 1/8"
  - 2. Slab deviation: 1/8" in 10"

### **3.06 Finishes**

- A. Finishes shall be as shown on the Plans and shall be consistent in quality throughout the project. Medium broom finished concrete shall have clean, deep control joints spaced appropriately. No visible cracks or discoloration will be accepted. Finishes on vertical surfaces shall be consistent throughout. Vertical expansion joints are spaced as identified on the plans and are smooth with the finish surfaces. All edges for flatwork and vertical surfaces shall be eased at a consistent radius.
- B. Upon completion of float finishing, provide the final finish as follows:
  - 1. Medium Broom Finish: shall be accomplished by pulling a stiff bristle broom across a floated surface. The direction of the broom shall be perpendicular to the path of travel, unless otherwise shown on the Plans.

### **3.07 Removal of Forms**

- A. Forms shall remain in place as follows:
  - 1. For mass concrete work: 5 days.
  - 2. For other flatwork and other concrete work: 3 days.
- B. Remove all bolts, nails, ties, wires, etc. a minimum of one inch (1") below the surface of the concrete. Remove imprints, irregularities or other such defects and patch as directed by the Inspector.

### **3.08 Curing and Protection**

- A. Allow adequate time for the concrete to cure. In temperatures above 75 degrees F., ensure that the concrete surface remains wet for a period of seven (7) days minimum.
- B. Protect all concrete from damage during the curing period. This shall include damage from sun, rain, flowing water, frost, mechanical injury, tire tracks, footprints, oil stains, etc. Should such damage occur, Contractor shall take immediate action to repair damage to the satisfaction of the City.

### **3.09 Clean-Up**

- A. During the course of this work, the area shall be kept clear and free of debris as realistically possible. Upon completion of concrete work, completely remove from the site all used forms, hardware, spillage, rejected work and other materials.
- B. Remove from site furnishing posts all concrete "slobber". Re-touch posts as necessary for a clean finish.

**END OF SECTION**

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## **SECTION 05 12 00**

### **STRUCTURAL AND MISCELLANEOUS STEEL (GENERAL)**

#### **PART 1 - GENERAL**

##### **1.01 Conditions**

- A. The general provisions of the Contract, including General and Special Provisions apply to the work specified in this Section.

##### **1.02 Scope of Work**

- A. Furnish all labor, materials, and equipment as required to fabricate and install all structural and miscellaneous steel work as indicated on Drawings and specified herein.
- B. Although such work or materials are not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a secure and complete installation.
- C. Provide shop drawings for all work.
- D. Completely coordinate with work of all other trades.

##### **1.03 References (Latest Edition)**

- A. AISC: Standard Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings by the American Institute of Steel Construction (AISC).
- B. AISC – Code of Standard Practice – Manual of Steel Construction – Allowable Stress Design (ASD).
- C. AISC – Code of Standard Practice of Steel Buildings and Bridges.
- D. ASTM A36 – Structural Steel.
- E. ASTM A-53: Black and Hot Dipped Zinc – Coated Welded and Seamless Steel Pipe.
- F. ASTM A-120: Black and Hot Dipped Zinc – Coated Welded and Seamless Steel Pipe.
- G. ASTM A307 – Carbon Steel Externally Threaded Standard Fasteners.
- H. ASTM A500 – Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- I. ASTM A501 – Hot Formed Welded and Seamless Carbon Steel Structural Tubing.
- J. AWS A2.4 – Symbols of Welding, Brazing, and Nondestructive Examination.
- K. AWS D1.1 – Structural Welding Code.
- L. SSPC (Steel Structures Painting Council) – Painting Manual.
- M. California Building Code (CBC), latest edition.

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#### **1.04 Regulatory Requirements**

- A. Safety Requirements: Work shall comply with all Federal, State and municipal regulations regarding safety, including the requirements of the following:
  - 1. William-Steiger Occupational Safety & Health Act of 1970
  - 2. State of California, California Administrative Code, Title 8 Industrial Relations, Chapter 4, Subchapter 4, "Construction Safety Orders" and other State and local agencies having jurisdiction.
- B. California Building Code (CBC), latest edition.

#### **1.05 Submittals**

- A. Shop Drawings: General
  - 1. Before any structural steel is fabricated or delivered to jobsite, submit Shop Drawings in accordance with the General Conditions of these specifications.
  - 2. Shop Drawings shall clearly show all pieces with all pertinent dimensions, data, layout, sizes and weights, connections, and all controlled dimensions and elevations. Drawings shall clearly distinguish between shop and field bolts and welds. Errors in dimensions shown on shop drawings shall be responsibility of Contractor.
  - 3. Show details, including cuts, copes, connections, holes, threaded fasteners, and welds in accordance with AWS.
  - 4. Indicate which structural units, members or brackets require field cuts or welds due to construction techniques.
  - 5. Indicated metal fabricator's method for radius form bents of pipe or tubing.
  - 6. All shop and field welds shall be indicated by AWS Welding Symbols.
    - a) Indicate size, length and type of each weld.
    - b) Special Inspection required by CBC and Building Department.
- B. Welding:
  - 1. Certification of Welder's Qualifications.
  - 2. Welding Procedure: Submit descriptive data to illustrate welding procedures to be performed.

#### **1.06 Quality Assurance**

- A. Fabricated structural steel members in accordance with AISC Code of Standard Practice.
- B. Perform Work in accordance with AISC Section 10.
- C. Perform Work in accordance California Building Code (CBC), latest edition.
- D. All welding procedures, welders, welding operation, and tackers shall be qualified in accordance with AWS Standard Code D1.1.
- E. Maintain one copy of each document on site.
- F. Fabricator: Company specializing in performing the work of this section.
- G. Erector: Company specializing in performing the work of this section.

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- H. All construction shall conform to applicable building codes, project specifications and applicable regulations. Where the provisions of applicable codes, material manufacturer's requirements, and project specifications conflict, the more stringent provision shall govern.
- I. Certification: Furnish, before fabrication, a mill certified report (in duplicate) of the tests for each heat of steel or iron from which the material is to be fabricated, containing the results of chemical and physical tests required by the ASTM specifications for the materials.
- J. Qualify welding processes and welding operators in accordance with AWS "Standard Qualifications Procedure". Provide certification that welders to be employed in work have satisfactorily passed AWS qualification test within the previous twelve (12) months. If recertification of welders is required, retesting will be Contractor's responsibility.
- K. Work shall comply with the Drawings, Specifications and accepted Shop Drawings in every aspect. All errors of fabrication and connections, defective materials, fasteners, and workmanship shall be replaced at the expense of the Contractor.

#### **1.07 Delivery, Storage and Handling**

- A. Deliver anchor bolts and anchorage devices which are to be embedded in cast-in-place concrete or masonry in ample time so as not to delay that Work.
- B. Store materials to permit easy access for inspection and identifications. Keep steel members off the ground using pallets, platforms, or other supports. Protect steel members and packaged materials from corrosion and deterioration. Remove any damaged items from the site and replace at no cost to the Owner.
- C. Use all means necessary to protect structural steel before, during and after installation.

#### **1.08 Coordination**

- A. Coordinate and furnish all required anchorages, templates, and patterns, setting drawings, and installation directions for all built-in items. Supervise the proper location and the installation of all built-in items. Deliver all items required to be embedded in concrete, masonry or built into other material to their respective Contractor. Provide holes and connections for Work of others Contractors.

#### **1.09 Field Measurements**

- A. Take field measurements prior to preparation of Shop Drawings and metal fabrication. Proper fit and attachments of all items is required; allow for trimming and fitting when taking field measurements before metal fabrication.

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### **1.10 Shop Assembly**

- A. Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

## **PART 2 - PRODUCTS**

### **2.01 General**

- A. Use materials of size and thickness indicated or, if not indicated, as required to produce strength and durability in finished product for use intended.
- B. Metal surfaces used for fabrications of miscellaneous metal items which will be exposed to view shall be smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.
- C. All other materials not specifically described, but required for a complete and proper installation, shall be new, free from rust, best quality of their respective kind, and subject to the approval of the Project Inspector.

### **2.02 Steel Plates, Shapes and Bars**

- A. All miscellaneous steel shall be standard cold-rolled sections, new, free from rust, and conforming to ASTM A-36.

### **2.03 Steel Pipe**

- A. All steel pipe shall be black steel pipe, except where indicated to be galvanized, complying with provisions of:
  - 1. ASTM A-120, Schedule 40 for pipe less than four (4) inch diameter.
  - 2. ASTM A-53 ERW for pipe greater than four (4) inch diameter.

### **2.04 Steel Tubing**

- A. All steel tubing shall be cold-formed steel tubing conforming to ASTM A-500, Grade B.

### **2.05 Fasteners**

- A. General: Provide electro-zinc plated fasteners for exterior use or where built into exterior walls or slabs. Select fasteners for the type, grade and class specified.
- B. Bolts and Nuts: Regular hexagon-head carbon steel type conforming to ASTM A-307, Grade A with electro-zinc plating.
- C. Flat Washers: U.S.S. standard round carbon steel type conforming to FS FF-W-92 with electro-zinc plating.
- D. Lock Washers: Helical spring carbon steel type conforming to FS FF-W-84 with electro-zinc plating.

- E. Anchor Bolts: Nonheaded "J" bolt type, unless otherwise indicated on Drawings, conforming to ASTM A-307, Grade A with electro-zinc plating.

## **2.06 Shop Paint**

- A. Primer shall be Red Oxide Primer, conforming to Federal Specification TT-P-31 for steel surfaces and Federal Specifications TT-P-64b for galvanized surfaces.

## **2.07 Grout**

- A. Pre-mixed, factory packaged, non-shrinking, non-metallic, non-staining, non-corrosive and non-gaseous group complying with CE CRD-C588. Provide grout specifically manufactured for exterior applications.

# **PART 3 - EXECUTION**

## **3.01 General**

- A. Comply with AISC Code and Specifications and maintain Work in safe and stable conditions during erection. Provide temporary bracing and shoring as required; remove when final connections are in-place.
- B. Execute all Work using skilled metal workers only. Do all welding as per AWS Specifications with certified welders.
- C. When possible, fit and shop assemble all metal Work, ready for installation, with shop and field connections welded or attached with fasteners as indicated on Drawings.
- D. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where fabrication and installation of the work of this section may properly commence.
- E. Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items.
- F. It is the intent of the Drawings to indicate detail connections. Where connection detail is not shown, detail shall be patterned after a connection similar condition, or an AISC standard type.

## **3.02 Fabrication**

### **A. General**

- 1. Use materials of size and thickness indicated on Drawings or on accepted Shop Drawings to produce strength and durability in finished product for use intended. Work to dimensions are indicated on drawings or on accepted Shop Drawings, using proven details of fabrication and support.
- 2. All fabrication shall be in accordance with AISC Specifications for fabrication of structural steel, California Building Codes, and requirements of regulatory agencies.

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3. Do not field cut or alter structural metal units, members or brackets without accepted Shop Drawings.
  4. Fabricate and pre-assemble work in shop to greatest extent possible.
  5. Fabricate exposed work true to line, shape and level with accurate angles and radiuses. Ease exposed metal edges to a radius of approximately 1/32 inch.
  6. Make cuts, bends, punching and drilling accurate, neat and properly located. Grind and file smooth all parts exposed to view; leave exposed surfaces free of fabrication marks. Mark and match-mark units requiring field assembly.
  7. All welds shall be continuous, unless otherwise indicated, complying with AWS Specifications. Form exposed connections with tight, flush and smooth hairline joints. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.
  8. Cut, reinforce, drill and tap fabricated metal work as indicated on Drawings to receive finish hardware, fasteners and similar items.
- B. Bolted Connections:
1. Punch or drill holes 1/16 inch larger than bolt size and spear-ream before inserting bolts.
  2. Ream unfair holes, but only up to next larger bolt size. Where unfairness exceeds maximum, weld hole in base material solid and drill hole of proper size.
  3. As erection progresses, bolt up work to take care of dead load, lateral forces, and erection stresses. Provide any additional bracing necessary to resist all possible forces during erection. Contractor is entirely responsible for the stability of the structural steel work until the job is complete.
- C. Assembly with Standard Threaded Fasteners:
1. Beveled Washers: Provide under bolt heads or nuts resting on surfaces exceeding 5 percent slope with respect to head or nut.
  2. Draw up tight, check threads with chisel, or provide approved lock washers or self-tightening nuts.
- D. Welded Connections:
1. Perform welding using shielded metal arc, submerged arc, gas metal arc, or flux cored arc methods in accordance with appropriate sections of AWS D1.1 and CBC Chapter 27.
  2. In addition to specific requirements of Drawings, details of welded joints shall comply with all requirements for joints which are accepted without qualification tests under the AWS Code. If sizes of fillet welds are not shown on Drawings, use AWS minimum weld size, but not less than thinnest part thickness minus 1/16 inch.

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3. Plan welding operations to eliminate stress build-up.
4. Field Welding:
  - a) Perform field welding in accordance AWS D1.1.
  - b) Where field welding is applied to existing flexural members involving application of significant amounts of heat to member, provide temporary shoring to prevent deflections.
  - c) Provide Special Inspection per the CBC, latest edition.
- E. Column Bases:
  1. Finish in accordance with AISC. Lack of contact bearing with column shall not exceed 1/16 inch.
- F. Bearing Plates:
  1. Finish in accordance with AISC. Provide for attachment as shown on Drawings.
  2. Cut, drill (tap where indicated or required), or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.

### **3.03 Shop Painting**

- A. Shop paint all metal Work, except members or portions of members to be embedded in concrete or masonry, surfaces and edges to be field welded, stainless steel, and galvanized surfaces, unless otherwise indicated.
- B. Clean all metal work to be primed and painted in accordance with Section 09 91 00 – Painting and Finishes.
- C. Immediately after surface preparation brush or spray on primer in accordance with manufacturer's instruction at a rate to provide uniform dry film thickness of 20 mils for each coat. Use painting methods which will result in full coverage of joints, corners, edges and exposed surfaces.
- D. Apply one (1) shop coat to fabricated metal items, except apply two ( ) coats of primer to surfaces inaccessible after assembly or installation.
- E. Give any painted built-in portions one (1) field coat of primer on all abraded areas after installation.

### **3.04 Galvanizing**

- A. All metal fabrications intended for exteriors use or for use in high moisture areas are to be hot-dip galvanized, unless otherwise noted.
- B. Hot dip galvanizing or zinc coatings, applied on products fabricated from rolled, pressed and forged steel shapes, plates, bars and strips shall comply with ASTM Specification A123-73.
- C. Hot dip galvanizing or zinc coatings on assembled steel products shall comply with ASTM Specifications A386.

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- D. The weight of coatings shall be as designated in Table 1 for the class and thickness of material to be coated. Galvanized surfaces for which a shop coat of paint is specified shall be chemically treated to provide a bond for the paint.
- E. Except for bolts and nuts, all galvanizing shall be done after fabrication.

### **3.05 Installation**

#### **A. General:**

1. Compliance: Erect and install all miscellaneous metal in strict accordance with the Drawings, the reviewed shop drawings, and the referenced standards, aligning straight, plumb, and level within a tolerance of one in 200. Accurately assemble structural steel to lines and elevations indicated, within specified AISC tolerances.
2. Splice metal work only where indicated and approved on shop Drawings.
3. Install anchorage devices and fasteners where required for securing miscellaneous metal fabrications to in-place construction; including anchorage devices and fasteners that require to be cast into concrete or masonry. Provide temporary bracing or anchors in formwork for items cast into concrete or similar construction.
4. Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications. Set Work accurately in location, alignment and elevation. Install items plumb, level, true and free of rack; measured from established lines and levels.
5. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded due to shipping size limitations. Grind exposed joints smooth and touch-up shop paint coat.
6. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
7. All field welds shall conform to AWS Specifications. Grind all exposed welds smooth and flush to match and blend with adjoining surfaces.
8. Clean and touch-up all field welds and scratches with shop paint as specified.

### **3.06 Finishes**

- #### **A. Finish all fabricated metal Work as per Section 09 91 00: Painting and Finishes**

**END OF SECTION**

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## **SECTION 09 91 00 PAINTING AND FINISHES (GENERAL)**

### **PART 1 - GENERAL**

#### **1.01 Conditions**

- A. The general provisions of the Contract, including General Conditions and Special Provisions apply to the work specified in this Section.

#### **1.02 Description**

- A. Work includes, but is not limited to the following:
  - 1. Provide all materials, tools, equipment, appliances, labor and supervision required to paint and finish all surfaces and/or components as specified herein and as indicated on the Drawings, including all miscellaneous items and labor required to complete the Work of this Section.
  - 2. Surface preparation, priming and painting of all metal surfaces as indicated on Drawings or as follows:
    - a) Miscellaneous surfaces.
  - 3. All surfaces that are left unfinished by the requirements of other sections shall be painted or finished as part of this contract.
- B. Related Work described elsewhere.
  - 1. Section 05 12 00: Structural and Miscellaneous Steel
- C. Definition: The term "paint", as used herein, shall mean all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime intermediate or finish coats.

#### **1.03 Work Not Included**

- A. Pre-Finished Items: Unless otherwise specified or indicated on the Drawings, do not include the painting of items that are specified to receive manufacturer's factory finish, i.e. such items as site furnishings, irrigation equipment, electrical equipment, etc. See applicable Sections.
- B. Finished Metal Surfaces: Unless otherwise specified, all metal surfaces or anodized aluminum, stainless steel, chromium plate, copper, bronze or similar finished materials do not require painting.

#### **1.04 Submittals**

- A. Provide in accordance with the General Conditions prior to ordering material, a complete, detailed list of materials proposed for use on work. Include affidavit from manufacturer stating that proposed materials are the best of their

respective kinds and suitable for intended purpose. Submit in ample time to avoid delays in work if the list, or portions thereof, are rejected.

- B. Painter shall prepare and submit color samples to match color chips in 12- inch square size and must receive approval from Project Inspector before applying final paint coats to finish surfaces. Approved samples shall be retained at the Project Inspector's office for record.

#### **1.05 Paint Coordination**

- A. Provide prime coats which are compatible with finish paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of total painting system for various surfaces. Upon request from other trades, furnish information and specifications for finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Project Inspector in writing of any anticipated problems using specified painting systems with surfaces primed by others.

#### **1.06 Job Conditions**

- A. Applicator shall examine areas, surfaces and conditions under which painting Work is to be applied and notify the Project Inspector in writing of conditions detrimental to proper and timely completion of Work. Do not proceed with Work until unsatisfactory conditions have been corrected in a manner acceptable to Project Inspector and Applicator, or Applicator shall assume responsibility for and rectify any unsatisfactory finish resulting.
- B. Starting of painting Work shall be construed as Applicator's acceptance of surfaces and conditions.

#### **1.07 Weather Conditions**

- A. Apply water base paints only when temperature of surfaces to be painted and surrounding air temperature are between fifty (50) degrees F (10 degrees C) and ninety (90) degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed specifications.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between forty-five (45) degrees F (7 degrees C) and ninety-five (95) degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed specifications.
- C. Do not apply paint in rain, fog or mist; or when relative humidity exceeds eighty-five (85) percent; or to damp or wet surfaces.

### **1.08 Delivery and Storage**

- A. Deliver materials to job site in original, new and unopened packages or containers bearing manufacturer's name and label, and the following information:
  - 1. Manufacturer's Name
  - 2. Manufacturer's stock number and date of manufacture
  - 3. Special color mix: name and number
  - 4. Contents by volume for major pigment and vehicle constituents
  - 5. Thinning instructions
  - 6. Application instructions
- B. Store materials and equipment as approved by applicable codes and enforce good housekeeping practices. Any soiled or used rags waste, etc., shall be removed from the site every night and every precaution shall be taken to avoid the danger of fire. No paint materials shall be washed or emptied on the site or into any sewer drains, storm drains or street gutters.

### **1.09 Protections**

- A. Protection Work of other trades, whether to be painted or not, against damage by painting and finishing Work. Provide suitable covering or other methods of protection during progress of this Work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the Project Inspector.
- B. Provide "Wet Paint" signs as required to protect newly painted surfaces. Remove all protective materials upon completion of the Work and touch-up and restore all damaged or defaced surfaces, including the removal of paint spots from other surfaces.

### **1.10 Guarantee**

- A. Adhesion: All materials applied shall be guaranteed for a period of two (2) years against failure due to surface conditions, materials, or application. There shall be no evidence of fingerprints blisters, running, peeling, scaling, chalking, streaks or stains.

## **PART 2 - PRODUCTS**

### **2.01 Color Schedule**

- A. Project Inspector shall furnish to the Contractor a color schedule of paints to be used based on one of the approved manufacturer's color charts or requirements for specially mixed colors. Use of one of the other approved manufacturer's requires the Contractor to match the color schedule provided by the Project Inspector.

- B. Manufacturers names used to designate colors of color schedule is not intended to imply that products names are required to the exclusion of equivalent products of other manufacturers.
- C. All colors and manufacturers shall be approved and authorized by the Project Inspector before commencing work.

## **2.02 Materials Quality**

- A. Provide best quality grade of various types of paints as regularly manufactured by acceptable paint materials manufacturer. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable. Acceptable paint manufacturers include:
  - 1. Kelley-Moore
  - 2. Benjamin Moore Company
  - 3. The Glidden Company
  - 4. Pratt and Lambert, Inc.
  - 5. Dunn and Edwards
  - 6. Sherwin-Williams
  - 7. W.P. Fuller Company
  - 8. Tiger Drylac
- B. Provide primer and undercoat paint produced by the same manufacturer as finish paint. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Epoxy paints and wood stains for use in standard comfort stations shall be as specified on plans.

## **2.03 Metal Primer**

- A. Primer for metal surfaces shall be Red Oxide Primer, conforming to Federal Specification TT-P-31 for metal surfaces and Federal Specification TT-P-64b for galvanized surfaces.

# **PART 3 - EXECUTION**

## **3.01 Surface Preparation**

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions, and as herein specified, for each particular surface condition.
- B. Paint no items fitted with finish hardware or other similar items until hardware has been removed or provided with surface-applied protection prior to surface preparation and painting operations. Install hardware or remove surface-applied protection after paint has dried.

- C. Metal Surfaces: Clean all metal surfaces, which are not galvanized or shop-painted, of scale, dirt, rust and other deleterious materials before priming. Clean metal in accordance with Steel Structures Painting Council (SSPC) Specifications.
  - 1. SP-2: Hand Tool Cleaning
  - 2. SP-3: Power Tool Cleaning
  - 3. SP-7: Brush-off Blasting CleaningRemove oil, grease, and similar contaminants in accordance with:
  - 1. SP-1: Solvent Cleaning
- D. Galvanized Surface: Clean all galvanized surfaces of oil and other surface contaminants with a crystalline zinc phosphate pretreatment (phosphoric acid etch). Remove pretreatment solution by thoroughly washing with clean water and wipe dry.

### **3.02 Materials Preparation**

- A. Mix and prepare painting materials in accordance with manufacturer's specifications.
- B. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into materials. Remove film and if necessary, strain materials before using.

### **3.03 Application of Primer Coat**

- A. Apply primer coat to all surfaces which are required to be painted or finished, and which have not been prime coated or shop-painted by others. For metal surfaces, touch up shop-painted coats as required.
- B. Immediately after surface preparation brush or spray on primer in accordance with manufacturer's instructions at a rate to provide uniform dry film thickness of two (2.0) mils for each coat. Use painting methods which shall result in full coverage of joints, corners, edges and exposed surfaces.
- C. All primer coats shall be free from runs, sags, and other defects. All coats shall be thoroughly dry before applying succeeding coats.
- D. Apply one (1) coat of metal primer for metal surfaces, as specified and/or as recommended by manufacturer's instructions.

### **3.04 Application of Paint**

- A. Apply paint in accordance with manufacturer's instructions. Use applicators and techniques best suited for each surface and type of materials being painted.
- B. All painting Work shall be done by skilled workman in a professional manner. All coats shall be evenly spread and shall be free from run, sags and other defects. All coats shall be thoroughly dry before applying succeeding coats.

- C. All individual coats of paint shall be inspected and approved by the Project Inspector before application of the succeeding specified coat; otherwise no credit for the coat applied shall be given, and the Applicator shall automatically assume responsibility to recoat the Work. The applicator shall provide the Project Inspector a report of each coat applied when completed for inspection and approval to comply with the above.
- D. Where coverage is incomplete, not uniform, or not to the required dry film thickness, provide an additional coat at no extra cost to the Developer.
- E. Apply finish coats of paint to all exposed surfaces as follows:
  - 1. For primed metal surfaces, apply two (2) coats of 100% acrylic latex base paint, per manufacturer's recommendations. Apply first coat of paint within 72 hours of primer application. If first coat of finish paint cannot be applied within the specified application time, the contractor shall re-clean and re-primer all exposed metal surfaces prior to start of metal painting operations.
- F. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
- G. Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practical after preparation and before subsequent surface deterioration's.
- H. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- I. Apply all coating without reduction, except as specifically required by label directions, or required by this Section.
- J. Sand carefully between all coats on smooth surfaces for good adhesion of subsequent coats.
- K. Paint all exposed surfaces and anything inaccessible after installation prior to installation, if required to be painted.

### **3.05 Application of Epoxy Paint**

- A. Use epoxy paint for floor and wall in restrooms up to ADA height.

**END OF SECTION**

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## **SECTION 12 93 00 SITE FURNISHINGS**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of all site furniture, including play equipment and play surfacing, as shown on the Plans and as specified herein.

#### **1.03 References**

- A. Nothing in the Plans or Specifications is to be construed to permit work not conforming to regulating codes and standards. The Contractor shall furnish without extra charge any material and labor, when required, by the compliance with these rules and regulations, even though the work was not mentioned in these particular Specifications or shown on the Plans.
- B. The product manufacturer shall supply complete Specifications for the installation of all site furnishings, including play equipment and play surfacing.

#### **1.04 Submittals**

- A. Submittals for specified items are required. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". For the following items, also provide:
  - 1. Leaning Rails
  - 2. Shade Structure
  - 3. Drinking Fountain
  - 4. Trash Receptacle
  - 5. Guard Rail Padding
  - 6. Windscreen
  - 7. Pickle Ball Paddle Rack
  - 8. Court Identification Sign

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9. Trellis System

All items with "color as selected by City" shall include color samples.

- B. On the date of the Notice to Proceed, the Contractor shall immediately place the order to purchase all site furnishings and as outlined herein. **Proof of all orders shall be submitted to the Project Manager within ten (10) working days of the Notice to Proceed.**

**1.05 Record Drawings**

- A. The Contractor shall keep an accurate record of the as-built conditions of the miscellaneous site amenities. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

**PART 2 - PRODUCTS**

**2.01 Materials**

- A. Drinking Fountain shall be MDF #10145 SM (bottle filler, dual bowl and accessible) and stainless steel surface carrier as distributed by Husbands and Associates (800) 821-9838 and as manufactured by Most Dependable Fountains or accepted equal. Color to be stainless powder coated black or as approved. Include recessed hose bib with locking cover. Install with a sand strainer when sand amenities are included in the park design.
- B. Park Identification Sign shall be fabricated by Quick Crete Products Corp., Norco, CA, (916) 447-8644, or by Outdoor Creations, Inc., Anderson, CA, (530) 365-6106, or accepted equal.
- C. Line Paint (for pickle ball courts): Hawker - Laykold; Koch Materials - Decocolor; Extol - Color; L&M - Nova acrylic; California Products Corp - Plexicolor Laykold; or accepted equal.
- D. Trash Receptacle shall be 32 gallon receptacle with liner, dome top (model # TG3D33S) as fabricated by Wabash Valley, (260) 352-2102, or accepted equal.
- E. Pickleball Post shall be as shown on the Plans and as specified herein. The Pickleball Post PPR-10 shall be as distributed by Jeanette Lewis 925-667-6862 and as manufactured by Jaypro Sports 800-243-0533 or accepted equal. Color as selected by the City.
- F. Pickleball Net shall be as shown on the Plans and as specified herein. The Pickleball Net PT-21N shall be as distributed by Jeanette Lewis 925-667-6862 and as manufactured by Jaypro Sports 800-243-0533 or accepted equal. Color as selected by the City.
- G. Pickleball Court Surfacing shall be as shown on the Plans and as specified herein. The Plexipave Court Surfacing shall be as distributed by and as

- manufactured by California Sports Surfaces 978-623-9980 or accepted equal. Color as selected by the City (refer to detail for color selection).
- H. Top Rail Padding shall be as shown on the Plans and as specified herein. The BGRPSG Basezone Round Guard Rail Padding shall be distributed by Sportsfield Specialties, Alex Fletcher 408-728-0482 and as manufactured by Sportsfield Specialties or accepted equal. Color to be selected by the City.
  - I. Chain link fence windscreen shall be as shown on the Plans and as specified in. Windscreen shall be ten-ari pro custom height as fabricated by putterman athletics, (800-621-0146 and as manufactured by putterman athletics or accepted equal. Color to be green and selected by the City.
  - J. Pickle ball paddle rack shall be as shown on the Plans and specified herein. Paddle rack shall be Boomer HS Paddle Rack as fabricated by Boomer Pickleball (800) 970-0308 or accepted equal.
  - K. Court Identification Sign shall be as shown on the plans and as specified herein. The 5.5'x3' Custom Sign shall be distributed by Christopher Kershaw 916-443-3761 and as manufactured by Capital Sheet Metal or approved equal.
  - L. Penn Leaning Rail shall be as shown on the plans and specified herein. The PNL8 Penn Leaning Rails shall be distributed and manufactured by Keystone Ridge 724-284-1213 or approved equal. Color and finish to be selected by the City.
  - M. Trellis System shall be as shown on the Plans and as specified herein. Trellis System shall be Omega II – Eco System with 8-foot tall panels as fabricated by Omega II Fence Systems. Trellis system shall be distributed by MJB Corporation, Nicole Meenan, (530) 272-8005 or accepted equal. Color to be selected by the City.
  - N. Cantilever Shade Structure shall be as shown on the Plans and as specified herein. Shade structure shall be Model MC10X0 Cantilever Monoslope distributed by Park Planet, Gary Kimbrough, (530) 244-6116 and manufactured by Icon Shelter Systems Inc. or accepted equal. Color to be selected by the City.

## **PART 3 - EXECUTION**

### **3.01 Installation**

- A. Contractor to provide experienced workers or subcontractors to install all site furnishings, including the play equipment and play surfacing described in these Specifications. The workers or subcontractor must demonstrate that at least five (5) similar play structures and five (5) play surface applications similar to that specified for this project have been installed in the last three (3) years.
- B. All site furnishing shall be installed per manufacturer's instructions.

- C. Heights of tables and benches shall be as follows, unless otherwise required by ADA; California Title 24 or other code requirements:

Description	Height Above Finish Grade
Table Surface Height	34" Maximum
Knee Space Height	27" Minimum Clear Space
Knee Space Depth	17" Minimum from edge of table to nearest obstruction under table top
Width of Knee Space	30" Minimum clear width beneath table
Bench Surface Height	16" Minimum, 18" Maximum

- D. All footings shall be Class A concrete with 3/4" maximum size aggregate, unless otherwise noted. Footings shall be in accordance with Caltrans Standard Specifications, Section 90. Install all footings below finish surface. In paved areas, install paved surface over footing for a clean finished surface as shown on the Plans.
- E. Carefully install all furnishings and equipment without disturbance to adjacent finishes. Contractor shall be responsible for the damage and subsequent repairs of damaged finished product.

### 3.02 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

## PART 4 - WARRANTY

### 4.01 General

- A. Contractor shall warranty all site amenities included under this Section.
- B. Contractor shall also provide a written warranty covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
- C. Submit written warranty on company letterhead addressed to the City when providing As-built drawings.
- D. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance by a third party certified playground inspector for the installation of the play structure and safety surfacing. Certification shall include testing for compliance of ASTM 1292 (Impact Attenuation of Surfacing Systems under and around Play Equipment). All tests, including re-tests, shall be the responsibility of the Contractor. Submit all test results to the City.
- E. Submit maintenance manual for poured-in-place resilient surfacing.

- F. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance from the manufacturer of the play structure for the installation of the play structure.
- G. Contractor shall submit to the City, upon completion of work, critical fall criterion used to certify all play surfacing material.
- H. Attach cut sheets of installed items to the warranty.

**END OF SECTION**

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## **SECTION 26 00 00 SITE ELECTRICAL**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition and requirements outlined by the City of Roseville Electric Department shall be in addition to the standards provided herein.
- D. The standards set forth in the latest edition of the California Electrical Code (CEC), incorporating the latest edition of the NEC with City of Roseville amendments shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of site electrical as shown in the Plans and as specified herein.
- B. Submittals shall be required for requested substitutions or plan deviations ONLY. The Contractor shall install all specified electrical fixtures, poles and equipment, unless otherwise accepted and determined as an equivalent.

#### **1.03 References**

- A. Conform to requirements outlined in the latest editions of the California Electrical Code (CEC), California Administrative Code (Title 24), California Building Code (CBC), California Administrative Code (Title 22) and other applicable codes.
- B. Conform to requirements outlined in the latest edition of the Roseville Electric Specifications for Commercial Construction.

#### **1.04 Record Drawings**

- A. Record drawings are required as a part of this work. At all times, the Contractor shall maintain accurate information of the work in progress. Deviation in layout of conduit or other materials shall be recorded to the satisfaction of the Inspector. Upon completion of the project, as-builts shall be submitted to the City on reproducible plan sheets and shall depict all changes in a neat and legible manner.

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## **PART 2 - PRODUCTS**

### **2.01 Service Panels**

- A. Service panels shall meet the Roseville Electric approved sections of the EUSERC requirements. The list of acceptable panels can be found at <https://the.euserc.org/s/Roseville-City-of-Acceptability-Pages.pdf>
- B. Service panel shall be:
  - 1. Built to UL508A standards
  - 2. Metered
  - 3. Single phase or three phase application
  - 4. Rated for 120 to 480 volts
  - 5. Color: Hunter Green

### **2.02 Conduit and Fittings**

- A. For primaries (12,000 volts), conform to Roseville Electric's Specifications for Commercial Construction, latest edition.
- B. All other conduit and fittings shall conform to the California Electric Code, latest edition.

### **2.03 Wires and Cables**

- A. Conform to the California Electric Code, latest edition.
- B. All wires shall be copper only, 90-degree-C THHN/THWN insulation.

### **2.04 Wire Connections and Devices**

- A. Conform to the California Electric Code, latest edition.
- B. Splices and joints for #10 AWG or smaller wiring shall be twisted together electrically and mechanically strong and insulated with approved type insulated electrical spring connectors, Scotchlok or Ideal. Joints and connections for #8 AWG or larger shall be made with Burndy, T & B, or approved equal, solderless tool applied pressure lugs and connectors. Uninsulated lugs and wire ends shall be insulated with layers of plastic tape equal to insulation of wire and with all irregular surfaces properly padded with "Scotchfil" putty prior to application of tape. Tape shall be equal to Scotch #33, General Electric #AW-1, or approved equal. Feeder splicing is not permitted.
- C. Receptacles: 15 & 20 Amp 125 Volt receptacles shall be "Specification" grade, duplex, UL Listed, rated Weatherproof where installed outdoors or in damp or wet locations. Where only one receptacle is connected to a 20 ampere circuit, a 20 ampere receptacle shall be used. Receptacles to be Hubbell 5262 series, 5362 series, or equal. Provide an equipment grounding jumper (pigtail) connecting the grounding terminal of the receptacle to the grounded box.

## **2.05 Outlet Boxes**

- A. Cast Metal boxes shall be cadmium plated, cast iron alloy by Crouse-Hinds Form 8 condulets, Appleton Form 35 Unilets or accepted equal.
- B. Cast Metal Outlet boxes shall be four inch (4") round, galvanized cast iron alloy with threaded hubs and mounting lugs as required. Boxes shall be furnished with cast cover plates of the same material as the box and neoprene gaskets by Crouse-Hinds VXF series, Appleton JBX series or accepted equal.

## **2.06 Pull and Junction Boxes**

- A. Per City of Roseville Electric Department's Specifications for Commercial Construction, latest edition.

## **2.07 Parts Identification**

- A. Consistent with the City of Roseville Electric Department's Specifications for Commercial Construction, latest edition.

## **2.08 Electrical Support Equipment**

- A. Concrete Fasteners shall be Philips "Red-Head" or accepted equal. Powder driven concrete pin fasteners, low velocity type shall be Remington, Ramset or accepted equal.
- B. Conduit Straps shall be hot dipped galvanized, cast malleable iron, one hole type strap with cast clamp-backs and spacers (as required) by O-Z/Gedney No. 15-50G strap and #14G spacer, Efcor No. 231 strap and No.131 spacer or accepted equal.
- C. Concrete Inserts shall be pressed galvanized steel, spot insert with oval slot capable of accepting support nuts of ¼ inch to ½ inch diameter thread by Unistrut No. M2506 series, Globestrut CSI series or accepted equal.
- D. Construction Channel shall be 1-1/2 inch by 1-1/2 inch 12 gauge galvanized steel channel with 17/32 inch diameter bolt holes, 1-1/2 inch on center, in the base of the channel by Kindorf 905 series, Unistrut P-1000-HS or accepted equal.
- E. Cable Ties and Clamps shall be one piece, nylon, reusable type lashing ties by Thomas and Betts Co "Ty-Raps", Panduit "Pan-Ty" or accepted equal.
- F. General Fasteners shall be wood screws for fastening to work; machine screws for fastening to steel; toggle bolts for fastening to gypsum board or plaster walls; expansion anchors for attachments to pre-poured concrete.
- G. GFI Outlet Cover shall be metal, lockable, and flush with the surface it is installed in. Cover must conform to the California Electric Code, latest edition.

## **2.09 Fixtures and Poles**

- A. Sports lights: Refer to Section 26 56 68 Sports Field Lighting



- B. Pathway/Security lights shall be:
  - 1. LED: Hadco: RL54 B B N N 1 A W N N N A 2 N N N N SP1
  - 2. Pod: die-cast aluminum housing with tool-less access
  - 3. Globe: clear prismatic injection molded U.V. stabilized acrylic
  - 4. Symmetric photometric distribution
  - 5. Rated 120 volts
- C. Poles shall be:
  - 1. Whatley: TR34 16 DE BLK TXT 30-30 or accepted equal
  - 2. Fiberglass, direct burial
  - 3. Textured round, tapered
  - 4. 16' mounting height
  - 5. Include –RC receptacle as shown on plans
- D. Vandal resistant surface mounted fixture shall be:
  - Luminaire LED: SWP610 NODIM 15W 40K 120 CLP BLK CAB (PC) or accepted equal. Provide integral photocell where shown on plans.
  - 1. Description: wall/ceiling mount, durable, polycarbonate housing supported by marine grade, die cast aluminum base plate.
  - 2. Bezel: one piece injection molded UV stabilized polycarbonate mechanically interlocked to lens. Minimum wall thickness 0.140".
  - 3. Lens: one piece injection molded UV stabilized prismatic polycarbonate with minimum 0.140" wall thickness.
  - 4. UL Listing: Wet Location Listing.

## **2.10 Tracer Wire**

- A. Insulated solid copper wire, minimum #12 gauge.

## **PART 3 - EXECUTION**

### **3.01 Installation**

- A. Install (luminaire and poles) in accordance to manufacturer's instructions.
- B. Ensure proper handling and installation of fixtures including hardware necessary for a complete installation. Fixtures (luminaire and poles) shall be clean, plumb and level.
- C. All lamps shall be new and in operating condition. New lamps shall have less than 100 hours of operation on-site.
- D. All splices in exterior fixtures or fixture outlet boxes shall be made watertight using specified epoxy resin splicing kits.
- E. Operate the entire system, once complete, in the presence of the Inspector. Immediately correct any improper connections or other items.
- F. Install concrete collars around light poles. Concrete collars shall be per the Parks Construction Standards, latest edition.

- G. Install tracer wire on top of conduit for all up-lighting and sports field lighting.

### **3.02 Clean Up**

- A. At all times, maintain a safe and clean work site, free of debris and rubbish.
- B. All electrical parts shall be clean of conductive and deleterious materials.
- C. All enclosures shall be free of dirt and debris.
- D. Clean all finishes and touch up damaged areas prior to pre-final inspection.

### **3.03 Excavation & Backfill**

- A. Refer to Section 33 00 00 Utilities.

### **3.04 Equipment Pads**

- A. Concrete reinforced pads for mounting of equipment (i.e. switchboard, transformers, freestanding panels, etc.) shall be minimum 3000psi, 6" thick with #4 rebars at 12" on center each way. Rebars shall be centered in pad. Pad shall extend 2" beyond equipment and 1.5" above surrounding area. Backfill and compact to 95% maximum dry density at optimum moisture content in layers not to exceed 6" when compacted.

### **3.05 Grounding**

- A. Grounding and ground bonding of the electrical installation shall be in accordance with CEC Article 250, and any applicable codes. Ground fittings shall be approved manufactured type, installed and connected to conform with Code requirements.
- B. Neutral conductors and noncurrent-carrying parts of equipment at each installation shall be grounded in accordance with applicable code. Ground conductor shall be copper having a current capacity sized in accordance with CEC.
- C. All equipment cases, motor frames, etc., shall be completely grounded to satisfy requirements of CEC. Install bond wire in flexible conduit. Install copper bond wire, sized in accordance with CEC, in all nonmetallic raceways and bond to all metallic parts using approved fittings.
- D. Service ground conductor shall be connected to a "Ufer" encased ground and bonded to the metallic cold water pipe system and to the metallic natural gas line. 5/8" x 10 ft copper clad ground rods may be used in lieu of the Ufer ground where no footing is available.
- E. All connections shall be made with solderless connectors or molded fusion-welding process.
- F. Equipment grounding conductors shall be insulated with a continuous green outer finish along its entire length. Conductors size #4 AWG and larger may be identified (with green electrical tape applied half-lapped) at each end and at

- every point where the conductor is accessible. Tape shall be applied from its point of entry to point of exit or termination.
- G. Insulated grounded (neutral) conductors shall be identified with a continuous white outer finish along its entire length. Neutral conductors #4 AWG or larger can be identified by a distinctive white marking (applied half-lapped with white electrical tape) for the last 12 inches at each end.

### **3.06 Field Testing**

- A. Perform Insulation Resistance (IR) "Megger" Testing per NETA Standards. Submit test results. Provide testing for:
1. All feeders 100 Amps and higher.
  2. Branch circuits 100 Amps and higher.
- B. Each ground rod shall be tested. A ground rod which does not have a resistance to ground of 25 ohms or less shall be augmented by one additional ground rod at no less than 8 feet from each other.

**END OF SECTION**

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## **SECTION 26 56 68**

### **SPORTS FIELD LIGHTING**

#### **PART 1 - PART I - GENERAL**

##### **1.01 Related Documents**

Drawings and general provisions of the bid documents, including general and supplementary conditions apply to this section.

##### **1.02 Description of Work**

A. The Sports Lighting section includes:

1. Galvanized steel pole and luminaire mounting crossarms
2. LED Luminaires, with appropriate glare/spill light control
3. Remote driver enclosure
4. Pole Foundations
5. Control System

B. The purpose of this specification is to define the performance standards, product values and features, required manufacturer's service responsibilities, and design standards for Gibson Park Pickleball in Roseville, CA.

##### **1.03 Submittals**

A. It has been predetermined that these project specifications are the minimum acceptable criteria for this project. Musco Sports Lighting LLC, Total Light Control – TLC for LED™ technology is the only pre-approved equipment supplier.

B. Manufacturers requesting approval shall provide submittal information as per Section 1.03 D. Submittal information must be received 10 days prior to bid opening, approved manufacturers will be notified by addendum.

C. Submit each item in this article according to the conditions of the contract and specification section. Any deviations to the specification require the manufacturer to list and describe in detail such deviations. Failure to provide this information shall be grounds for immediate rejection.

D. Submittal information required:

1. Light scans as per Section 1.04 of the specification.
2. Spill scans as per Section 1.05 of the specification.
3. Detailed warranty information as per Section 3.01 of the specification.
4. Detail foundation design as described in Section 2.01
5. Provide written information for the automated control system to include monitoring. Also provide examples of system reporting and access for numbers for personal contact to operate the system.

6. The manufacturer must submit evidence in the form of a letter from a California Licensed structural engineer that the manufacturer has the ability to confirm to the California Title 24 structural design requirements. The manufacturer must provide five (5) similar pole submittal project reviews approved by the California Division of State Architecture's office in the past two (2) years. The examples are to include the D.S.A. file numbers.
7. Lighting Manufacturer will supply certified photometric reports from Independent Testing Lab (ITL) or a Certified Lab along with an aiming angle summary for verification.

#### **1.04 Sports Lighting Performance**

- A. Illumination Levels and Design Factors: The illumination levels specified shall be based on light levels for 25 years. Light levels shall not drop below specified targeted lighting levels during the specified warranty period. Appropriate light loss factors shall be applied and submitted for the basis of design.

Area of Lighting	Light Levels	Uniformity	# of Points	Size of Area	Grid Spacing
Pickleball Courts 1-3	45fc	2:1	60	102' x 64'	10' x 10'
Pickleball Courts 4-6	45fc	2:1	60	102' x 64'	10' x 10'
Pickleball Courts 7-9	45fc	2:1	60	102' x 64'	10' x 10'

#### **1.05 Spill and Glare Analysis**

- A. Submitted spill/glare computer models shall depict the field test stations at 150' from the field line. The test stations shall be shown every 30' along the line with the field lights on. Bidder shall submit, drawings reflecting 0 foot-candles horizontal and vertical at this line.

#### **B. MATERIALS**

##### **A. Pole Structural Steel**

1. The pole shafts shall be high strength low alloy tapered tubular steel that is equal to current ASTM A595 standards, with galvanized coating inside and out. All connections of pole sections shall be by slip fitting the top section over the lower section by a length of at least 1.5 times the diameters.
2. Steel components of the poles shall be hot dip galvanized to current ASTM A-123. Steel portions of the pole shall be constructed such that all segments of the pole can be readily heated to like temperatures in commercially available galvanizing methods.
3. To avoid problems of galvanize adherence to differing steel alloys, all steel components used for the pole must be of the same type steel.

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4. All exposed steel components of the pole shall be at least 18" above the surface of the ground to avoid exposure of the steel to the heavily moisture and oxygen laden air, both above and below the surface. There shall be a cap to cover the top of the pole so that rain will not enter the interior of the pole.
5. To avoid stress corrosion of the pole, there shall be no weld points of the steel portion of the pole within 18" of the ground. The pole shall be galvanized steel.
6. The poles for this project have been designed to withstand 110 mph winds based upon CBC-C standards. The premise of the wind speed criteria will be the 50 year mean recurrent isotach wind map. Applicable gust factors to be applied per code.

#### B. Foundation Design

1. The Manufacturer shall provide a stamped foundation design, prepared by a Structural Engineer, licensed in the State of California.
2. The foundation design shall be based upon recommendations contained in the Geotechnical Report furnished by the Owner. If a Geotechnical Report is not provided by the Owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by the 2010 CBC Table 1806.2.
3. It is the contractor's responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with: Providing engineered foundation embedment design by a registered engineer in the State of California for soils other than specified soil conditions. Additional materials required to achieve alternate foundation. No direct burial steel poles allowed.
4. Lightning Protection: Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A. If grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

#### C. LED Sports Lighting Fixtures:

The lens is permanently sealed to keep optics away from harmful environmental elements. Fixture is vented and filtered to adapt to environmental elements. Heat sink with a unique convective air cooling design with high thermal conductivity and corrosion resistant construction. Machine mounted surface for maximum heat transfer of diode assembly and maintains low LED junction temperature during high wattage operation. Custom high power diode package with a metal core printed circuit board. The light control visors are factory aimed. Controls and directs more light onto the field which reduced glare and spill and enhances the on-field playability. Fixture is powder coated gray.

#### D. Remote Electrical Enclosure:

Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. Drivers are remote for ease of installation and servicing. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure.

E. Wire Harness: Spiral wound, abrasion protection sleeve, strain relief, plug-in connections

F. Energy Consumption: The average kWh consumption for the entire facility shall not exceed 10.32kW for the lighting system.

G. Controls and Monitoring System:

1. Factory assembled lighting control cabinet (LCC) – The LCC shall be assembled and wired by a UL listed panel builder. The LCC shall contain Contactors, Monitoring and Control System and door mounted Manual off-on-auto selector switches. The LCC shall arrive at the job site ready to attach to an existing wall, switchgear, or a free standing enclosure.
  - a. Control Wire Terminations - The Control Wire Terminations shall include UL listed terminal blocks mounted on a DIN rail and 250 volt, 16 amp, touch safe type fuse holders.
  - b. The ECE shall be constructed of aluminum and shall be powder coated gray. The cabinet door shall utilize a lockable, 3 point latching assembly that provides a NEMA 4 rated seal.
  - c. Contactor Modules – Contactors shall be UL listed for lighting applications. They shall be rated at full capacity, be electrically held, utilize a 120 volt coil and be rated for operation in a ambient temperature range from -40 degrees C to +70 degrees C.
  - d. Manual off-on-auto Selector Switches – For on site manual control, three position selector switches shall be factory mounted to the ECE door. The switches shall be keyed and maintain position, with make before break contacts. The switches shall be factory wired to control terminal blocks.
  - e. Warranty – The LCC shall be covered under the standard warranty for the accompanying lighting equipment.
2. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (manual or auto) and contactor status (open or closed). The Monitoring System shall be factory wired to control terminal blocks.
3. Remote Lighting Control System: The Lighting Control System shall allow owners and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained

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staff shall be available 24/7 to provide scheduling support and assist with reporting needs. The Light Control System shall be factory wired to control terminal blocks.

### **3.01 Warranty**

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering materials and labor for the entire system for 25 years from the date of shipment. Warranty shall specify light levels, system energy consumption, monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

### **3.02 Field Technician**

- A. Manufacturer shall have available a local factory trained technician to provide project support including but not limited to: Lamp replacement, confirm luminaire, aiming points, troubleshoot, and educate customer maintenance personnel.

**END OF SECTION**

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## **SECTION 31 10 00 CLEARING AND GRUBBING**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Preserve and protect existing site amenities to remain, including, but not limited to, trees, shrubs, underground utilities and other improvements as shown on the Plans. Protection of work shall include affected improvements on adjoining properties.
- B. Scope of work includes: site preparation, removal of debris, staging of equipment and materials and securing the site for construction.

#### **1.03 Related Work**

- A. Section 31 20 00: Earthwork
- B. Section 01 57 23: Storm Water Pollution Control

#### **1.04 Protection/Replacement**

- A. Prior to demolition, erect protective fencing a minimum of one foot (1') beyond the canopy of all trees to remain. The radius of the canopy shall be measured from the longest branch furthest from the trunk. Refer to the environmental document for additional requirements for protective fencing on other existing natural features. For work within or near protected trees, a tree permit may be required.
- B. If public use is to be maintained on unaffected portions of the project site, the Contractor shall be responsible for directing pedestrian and vehicular traffic safely around the construction zone. Utilization of temporary fencing, barricades, signage, etc. shall be the responsibility of the Contractor. Safe detours shall be available to the general public at all times during the course of construction.
- C. Protection of existing site improvements shown to remain, including, but not limited to, fencing, signs, benches, picnic tables, play structures, shade structures, drinking fountains, concrete paving, concrete wall and curbs,

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- decomposed granite paving, asphalt concrete paving, recreational site improvements, etc. are to be protected and preserved.
- D. The Contractor shall be responsible for any damage to and maintenance of all existing street improvements, drainage facilities and irrigation systems and to re-establish these improvements to their original condition as soon as possible after completion of the work in the area, to the complete satisfaction of the Project Manager and Inspector. Realignments or modifications to the existing facilities as shown on the plans are accepted.
  - E. Survey monuments and markers either shown on the Plans or encountered during the course of construction shall be protected and preserved. The Contractor shall notify the Inspector upon discovery of an unmarked monument, at which time, arrangements for the relocation or adjustment of the monument will be determined. All costs associated with the relocation or adjustment of these monuments shall be the Contractor's responsibility.
  - F. Burning or burying removed material on-site is prohibited.
  - G. Where the removal of specific material creates an open hole, pit, trench or other depression, the Contractor shall immediately backfill and compact the areas consistent with requirements outlined in Section 31 20 00 of these Specifications.
  - H. All items identified in the Plans to remain or identified in the field to remain, removed in error by the Contractor, shall be repaired or replaced to match in equal or better construction, at no cost to the City. The quality of the repair or replacement shall be measured as that existing at contract award.

## **PART 2 - PRODUCTS**

Intentionally left blank.

## **PART 3 - EXECUTION**

### **3.01 Pre-Construction Site Review**

- A. Contractor shall review existing site conditions with the Inspector prior to start of construction and document any conditions which adversely affect the satisfactory execution of the work and final acceptance of the project.
- B. Commencement of work constitutes acceptance of existing conditions. The Contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work.

### **3.02 Clearing**

- A. Completely remove trees, shrubs, stumps, vines, rubbish/debris, undergrowth, deadwood, structures, and other elements identified to be removed and/or which interfere with the construction as shown on the Plans and as specified.

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- B. Obtain verification from the Project Manager for non-identified items scheduled to be removed prior to actual removal.

### **3.03 Grubbing**

- A. Remove all stumps, roots, grasses and weeds in its entirety. Apply systemic weed killer. Confirm weed kill prior to removal.
- B. Once surface material is removed, the Contractor shall stockpile the top twelve inches (12") of topsoil for use during the final grading phase of work. This soil shall be free of rocks, debris, roots and other undesirable material.

### **3.04 Utilities**

- A. Contact USA Alert (800) 642-2444 prior to commencement of any demolition or excavation work. Provide a minimum of 48 hours' notice. Verify all utilities entering into and their locations within the project site.
- B. Where utilities lie within the project site, but are not a part of the project, the Contractor shall cooperate with the agency or utility company having jurisdiction to maintain its use and the integrity of the structure.
- C. Where utilities enter into the project site and taps, connections to or extensions of the utility are identified in the Plans, the Contractor shall coordinate all work with the agency or utility company having jurisdiction to minimize or eliminate disruption of use by the adjacent properties.
- D. Verify that all utilities, shown to be removed on the Plans, are inactive and turned off prior to disconnection and/or re-routing, prior to demolition.

### **3.05 Debris Removal**

- A. All materials removed as a part of this contract shall become the property of the Contractor and shall be legally disposed of off-site, unless otherwise noted on the Plans.
- B. Where a portion of a concrete slab, curb or wall and asphalt concrete paving or curb is to be removed, the concrete shall be cut with a concrete saw at a 90 degree angle so that the edge of the remaining concrete shall form a neat, straight line. Conform to the City of Roseville Design and Construction Standards, latest edition.

**END OF SECTION**

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## **SECTION 31 20 00 EARTHWORK**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the Caltrans Standard Specifications, latest edition, shall be in addition to the standards provided herein.
- D. The requirements set forth by CAL OSHA shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Provide all labor, operations and materials necessary for earthwork, including, but not limited to, staking and surveying, grading; excavating; installation of facilities necessary to perform excavation and subsequent removal of such facilities upon completion of work; subgrade preparation; backfilling; and other incidental items necessary for a complete project.
- B. This project requires export of material. The export of material shall be a part of the Contractor's bid price.
- C. The intent of the grading plan is to provide positive drainage and to maintain slopes on walkways as required by the Americans with Disabilities Act and California Title 24 throughout the project site. The Project Manager shall be notified immediately of any discrepancies between the Plans and actual field conditions and/or conflicts between the design and code requirements.

#### **1.03 Related Work**

- A. Section 31 10 00: Clearing and Grubbing
- B. Section 33 00 00: Utilities
- C. Section 32 84 00: Irrigation System
- D. Section 32 90 00: Planting
- E. Section 26 00 00: Site Electrical
- F. Section 01 57 23 Storm Water Pollution Control

#### **1.04 Quality Assurance**

- A. All work shall conform to local codes and regulations, including standards set forth in the Standard Specifications of the State of California, Business and

Transportation Agency, Department of Transportation (Caltrans), Chapter 70 of the Uniform Building Code and ASTM.

- B. Relative compaction shall be the in-place dry density of soil denoted as a percentage of the maximum dry density of the same material. This shall be as determined by ASTM 1557. The optimum moisture is measured by the water content which corresponds to the maximum dry density.
- C. Upon discovery of unforeseen subsurface site conditions, the Contractor shall notify the Inspector immediately.
- D. Upon discovery of hazardous materials, cease all activity and immediately contact the Fire Department.

### **1.05 Protection**

- A. Provide and install all supports, shoring, bracing, underpinning, sheet piling and other methods for the sides of excavations necessary for ensuring safe working conditions for the workmen and to protect adjacent improvements to remain.
- B. Provide any and all protection measures necessary to ensure the protection of the workmen, the general public, including children and the project site. These protection requirements remain the Contractor's sole responsibility throughout the duration of the project, including non-working hours.
- C. Do not obstruct vehicular, bicycle or pedestrian thoroughfares, unless previously accepted by the City. Provide safe and adequate detours around the construction as required by City and State regulations.
- D. Trenches shall be covered at all times when work directly associated with the trenches is not occurring, including non-work hours.
- E. During the course of construction, the Contractor shall ensure that surface drainage does not create a nuisance onto adjacent properties.

### **1.06 Erosion Control Measures**

- A. Construction sites shall have required erosion and sediment control measures in place as required by the SWPPP. If construction is in progress, the Contractor shall ensure that the construction site is prepared prior to the onset of any storm. At a minimum, erosion control measures shall include:
  - 1. Broadcast seed
  - 2. Drainage area protection
  - 3. Dust/mud control
  - 4. Drain inlet filters
  - 5. Silt fence and straw wattles
  - 6. Slope protection
  - 7. Straw bales
  - 8. Silt controlling devices

## **PART 2 - PRODUCTS**

### **2.01 Base Rock**

- A. Class 2 aggregate base per Caltrans Standard Specifications, latest edition.

### **2.02 Drain Rock**

- A. Drain rock shall be Class 2 permeable, washed, unbroken stone or gravel.

Material gradation shall conform to the following:

<b>Sieve Size</b>	<b>Percent Passing</b>
1 inch	100
No. 4	20-50
No. 50	0-10
No. 200	0-5

### **2.03 Pea Gravel**

- A. Pea gravel shall be natural stone, free of clay, shale or organic matter, and shall conform to the following:

<b>Sieve Size</b>	<b>Percent Passing</b>
3/8 inch	100
No. 4	47
No. 8	2
No. 16	1

### **2.04 Fill**

- A. Structural Fill shall conform to Caltrans Standard Specifications or the accepted site-specific geotechnical report generated for the project.
- B. Fill for non-structural areas shall conform to the following standards:
1. Plasticity: ASTM D4318-84
  2. Expansion Index: No greater than twenty (20)
  3. Testing: UBC 29-9 and ASTM D422-72
  4. Particle Size: No greater than one inch (1")

### **2.05 Topsoil**

- A. The top eight to ten inches (8" – 10") of native soil containing more than three percent (3%) organic material. Topsoil shall be free of rocks no larger than one inch (1") in diameter, free from subsoil, roots, heavy or stiff clay, coarse sand, destructive seeds, noxious chemicals, brush, debris, litter and other undesirable materials.
- B. For any import soil to be used in turf/planting areas, submit a soils analysis with soil amendment recommendations (for plant growth) for review and acceptance prior to placement on-site. Soils test information shall be as outlined in Section 32 90 00: Planting – 1.06.

## **2.06 Soil Sterilant**

- A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.

## **2.07 Sand**

- A. Granular, fine, free of organic matter, mica, loam or clay material.

# **PART 3 - EXECUTION**

## **3.01 Construction Staking**

- A. The layout of all work shall be performed by a California State licensed land surveyor provided by the Contractor.
- B. Notify the Inspector immediately of any discrepancies between actual field conditions and the Plans. Minor field adjustments may be necessary in order to fulfill the intent of the Plans.
- C. Non-notification of discrepancies between actual field conditions and the Plans by the Contractor, in writing, shall indicate his acceptance of such field conditions. Adjustments/modifications to the construction to accommodate the inconsistencies (without notification) shall be at no additional cost to the City.

## **3.02 Excavation**

- A. All excavations shall be as noted on the Plans. Excavations shall include accommodation of base material.
- B. Do not over-excavate. Excavations shall provide appropriate space to install shoring, bracing, formwork, etc, as needed to ensure the safe and proper construction of the work.
- C. Take every precaution to prevent water from entering, softening, and undercutting excavated areas, including, pits, footings, trenches, etc.
- D. Notify the Inspector immediately upon discovery of unsatisfactory soils materials or unforeseen site conditions. Excavation shall include the complete removal of the unsatisfactory material and its legal disposal thereof.

## **3.03 Site Grading**

- A. A grading permit is required to be obtained by the Contractor prior to commencing any earthwork.
- B. Grading shall include adjacent transition areas, new elevations/contours as shown on the Plans. All subgrade areas shall be graded parallel to the finish grades and contours and shall be uniform in slope. Transition areas shall provide a smooth connection between new and existing grades and shall not create additional drainage or ponding onto adjoining properties.

- C. Surface grades shall provide for positive drainage away from structures and footings, and shall be uniformly smooth throughout.
- D. Rough grading shall:
  - 1. Be graded to a tolerance of 0.10 feet, plus or minus for planted and turf areas.
  - 2. Be graded with a tolerance less than .04' from specified grade and cross section for subgrade in which pavement, curbs and other structural elements are to be placed immediately above.
  - 3. Provide a subgrade surface free of exposed rocks, stones and boulders.
  - 4. Provide a subgrade surface free of depressions, pits, etc., with proper backfill and compaction. See paragraph 3.04 below.

### **3.04 Placement of Fill Material**

- A. Prior to placement of fill material, the Contractor shall:
  - 1. Obtain approval of the subgrade surface from the Inspector.
  - 2. Scarify, dry and compact soft and/or wet areas.
  - 3. Remove and replace unsuitable subgrade material to the satisfaction of the Inspector.
  - 4. Take all necessary corrective action.
- B. Do not use topsoil as fill or backfill material, unless otherwise accepted in writing.
- C. Fill shall be placed in the following manner:
  - 1. Accepted engineered fill material for structural slabs and areas to be paved shall be placed in six-inch (6") loose thickness, uniform layers over the entire area.
  - 2. Fill material in planted areas shall be placed in twenty-four inch (24") maximum loose thickness throughout the areas to receive fill.
- D. Aerate or water each lift to obtain the required compaction rate indicated on the Plans. Thoroughly mix material to ensure proper moisture content for compaction. Repeat the operations until grades, as shown on the Plans, are obtained. Jetting of trenches shall be reviewed and accepted by the Inspector prior to performance of work.
- E. Do not place fill when the subgrade is frozen, muddy or wet. Allow conditions to thaw and dry out before resuming operations.
- F. Use hand tampers or vibrating compactors around foundations walls, retaining walls and other structural elements. Do not use large equipment in these areas and do not begin compaction operations until the bearing surfaces have reached its design strength.
- G. Fill around existing trees to remain shall not exceed twelve inches (12").
  - 1. Minor fill (6" or less) shall utilize topsoil and shall be placed by hand. Do not cover crown of trunk. Feather grades to the extent possible.



2. Fills between 6" and 12" shall utilize 3/4" pea gravel on grade, placed up to three inches (3") below finish grade. Apply topsoil, by hand, to meet finish grade elevations. Feather grades to the extent possible.
- H. Construct mounds from on-site material. The core of the mound (1' below finish elevations) shall be compacted to 90%. The top twelve inches (12") shall be compacted to 85%. Place topsoil in the top twelve inches (12").
- I. Place topsoil in all turf and planting areas a minimum of twelve (12) inches deep. See Section 31 10 00, 3.03-B: Clearing and Grubbing.

### **3.05 Trenching, Backfilling and Compacting**

- A. For trenches greater than five feet (5') in depth, submit an OSHA permit related to the work.
- B. All trenches shall be straight, true and cut vertical at 90 degrees to the surface plane.
- C. For trenches through existing paved surfaces, use a concrete saw or other tool to achieve straight, clean lines. Replace paved surface to the same or better condition as existing prior to cut.
- D. Do not over-excavate. Maintain bearing surfaces true, level and undisturbed to the extent possible.
- E. Trenches shall be kept dry and frost-free. Do not allow standing water to collect.
- F. Do not allow trenches to remain exposed at any time when work directly related is not occurring. Cover all trenches during non-work hours.
- G. Bedding for all trenches to receive pipes shall be as follows:
  1. Bedding material shall be consistent with the City of Roseville Design and Construction Standards, latest edition.
  2. Pipe shall lie completely on bedding. Pipe fittings or joints shall not bear weight.
  3. Bedding shall be uniform throughout the length of pipe.
- H. Initial backfill for storm drains, sewer lines and electrical conduit shall conform the applicable City standard set forth by the Department having jurisdiction.
- I. Backfill beyond the initial operations shall be native soil, placed in twelve-inch (12") lifts. Compaction for trenched areas shall be 95% for parking lot, driveway and roadway areas; 90% for hardscape (i.e. walkways, picnic pads basketball and tennis courts); and 85% in areas to be planted. Place topsoil over trenches in planted areas. Upon completion, all trenches shall be filled flush with adjacent finish grades.
- J. Compaction tests shall be required for trenched areas, hardscape areas and areas where fill over two feet in depth will be placed. The Inspector shall determine the number of tests and the locations. Re-tests shall be the Contractor's responsibility.

- K. Potholing shall be required in areas where existing utilities are indicated. Hand digging may be required.

### **3.06 Soil Sterilant**

- A. Soil sterilant shall be applied to areas where paving is to be installed. The worker applying the sterilant shall take every precaution to avoid overspray of sterilant onto areas to be planted. The sterilant shall be placed no further than six inches (6") beyond the edge of pavement.
- B. Soil sterilant shall not be applied in inclement weather and windy days.

### **3.07 Drainage Areas**

- A. All bare areas, regardless of slope, within 50 feet of natural drainages shall be covered with straw and pressed in place.
- B. No grading or trenching, except as required for erosion or sediment control, shall occur within 35 feet from the centerline of perennial and intermittent drainage swales between October 5 and April 1 unless approved by the Engineering Division, as well as any other governmental agency which may have additional jurisdiction and/or requirements.

### **3.08 Dust/Mud Control**

- A. Adjacent Streets: Adjacent street frontages shall be swept at least once a day to remove silt and other dirt which is evident from construction activities.
- B. Construction Vehicles: The Contractor is responsible for cleaning construction vehicles leaving the site on a daily basis to prevent dust, silt, mud and dirt from being released or tracked offsite. Adjacent streets shall be swept clean daily.
- C. Grading Spoils: Dry stockpiles of soil shall be watered to prevent the generation of airborne dust. Trucks transporting dry soil shall be covered with tarpaulins.
- D. Water: Water shall be sprayed on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities. The exposed earth shall be watered throughout the day to minimize dust. The Contractor shall obtain a hydrant permit from the Environmental Utilities Department.
- E. Wind Allowances: Grading activities shall be restricted or halted when winds exceed 15 miles per hour as deemed necessary by the Public Works Inspector.

**END OF SECTION**

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## SECTION 32 12 16 ASPHALT CONCRETE PAVING

### PART 1 - GENERAL

#### 1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.
- D. The standards set forth in the State of California, Title 24, Americans with Disabilities Act, latest edition, shall be in addition to the standards provided herein.

#### 1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of asphalt concrete paving, including international disabled signs as shown in the City Standard, as shown on the Plans and as specified herein.

#### 1.03 References

- A. Caltrans Standard Specifications for asphaltic concrete, latest edition.

#### 1.04 Tolerances

- A. All surface areas shall drain. Ponding, puddling or birdbaths are not acceptable.
- B. Surface grades shall conform to the following:

Description	shall not exceed, ... from indicated line, grade or thickness
Base Course	0.1 foot +/-
Finish Surface	0.05 foot +/-
Thickness of finished pavement	0.01 foot less

- C. Flatness: maximum variance of 1/8" as measured with a ten (10) foot straight edge.

#### 1.05 Testing

- A. Testing shall occur during the installation of pavement. The number and frequency of tests shall be as determined by the Inspector.

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## **PART 2 - PRODUCTS**

### **2.01 Aggregate Base**

- A. Conform to Caltrans Standard Specification, Section 26 paragraph 1.02B, Class 2.

### **2.02 Asphalt Concrete**

- A. Conform to Caltrans Standard Specification, Section 39 and the City of Roseville Design and Construction Standards, latest edition.

### **2.03 Soil Sterilant**

- A. Sterilizer shall be standard, quick-acting, short-lived and non-selective weed and grass killer, commonly used under roadway/transportation projects. Application of the sterilant shall pose no short or long term health threats to the installer or the general public. Submit analysis for approval prior to applying.

### **2.04 Striping**

- A. Traffic marker paint, in accordance with Caltrans Standard Specifications, Section 83-3.02.
- B. Thermoplastic marking tape in accordance with Caltrans Standard Specifications, Section 84-2.02. (Required for bike trails)

### **2.05 Header**

- A. Per City of Roseville Parks Construction Standards, latest edition.

### **2.06 Accessible Parking Signs**

- A. Signs for parking stalls shall conform to the California Manual on Uniform Traffic Control Devices (CMUTCD), the Standard Highway Signs manual with the Caltrans California Sign Specifications.
- B. Notification sign: Notification sign shall read: "Unauthorized vehicles parked in designated handicapped spaces not displaying distinguishing placards or license plates issued for physically disabled persons may be towed at owner's expense. Towed vehicles may be reclaimed at Roseville PD, 1051 Junction Blvd or by telephoning (916) 774-5000. CVC 22511.8".
- C. Sign posts: shall conform to Section 56 Signs in the City of Roseville Design and Construction Standards.

## **PART 3 - EXECUTION**

### **3.01 Preparation**

- A. Upon completion of grading operations, compact the subgrade at the required elevation to a relative compaction density of 95%, unless otherwise noted on

- the Plans. A load or performance test shall be conducted in the presence of the Inspector prior to the placement of AC.
- B. Apply soil sterilant per manufacturer's directions. Limit the work zone of the sterilant application to the area to receive paving plus three feet (3') on each side.
  - C. Completely install redwood header as shown in the City of Roseville Parks Construction Standards, latest edition, if shown on the Plans.
  - D. No material shall be placed in muddy conditions, nor shall any material be placed during or immediately after inclement weather, i.e. rain storms, temperatures below 35 degrees F, etc.
  - E. In areas where soil conditions are less than optimal, geotechnical tests shall be performed to verify compaction rates. The Inspector shall determine the number of tests necessary in order to verify conditions. Initial tests will be provided by the City. Re-tests shall be the Contractor's responsibility.

### 3.02 Installation

- A. Spread aggregate base material in six-inch (6") lifts.
- B. Compact base surface to a relative compaction of 95% and in accordance to the Caltrans Standard Specifications, Section 26.
- C. Spread asphalt concrete material in accordance to the Caltrans Standard Specifications, Section 39.
- D. Upon completion, apply water to the finished surface and allow water to run-off. All areas of ponding, puddling or birdbaths shall be filled with asphalt and fine aggregate. Conform fill surface with adjacent surface to the point edges are not visible.
- E. Take every precaution to protect adjacent amenities or structures from material spillage or damage. In case of spillage or damage, the Contractor shall immediately repair or replace the damaged area to the satisfaction of the City.
- F. Clean and oil all manhole covers, grates and other surface structures within the pavement area.
- G. All new asphalt concrete paving shall receive a fog seal at a rate of 1/12 to 1/10 gallon of undiluted emulsion per square yard. All work shall conform to Caltrans Standard Specifications, Section 37. **Once sealed, parking of vehicles and/or equipment or stockpiling of material on the finished surface is prohibited.**
- H. Clean all surface structures that lie within the asphalt concrete area.

### 3.03 Striping

- A. Conform to the City of Roseville Design and Construction Standards, latest edition.

- B. Ensure that all pavement to receive striping is completely cured. Clean all pavement surfaces.
- C. Accurately lay out all pavement markings, including, parking stripes, centerline stripes, international disabled parking logo, striping for disabled access ramp, directional arrows, game court lines and other pavement markings as shown on the Plans or as required by code.
- D. All pavement lines, striping and lettering shall be four inches (4") in width, unless otherwise indicated on the Plans.
- E. Lines painted with traffic paint shall receive two coats of paint. Allow each coat to dry completely prior to applying the second coat.
- F. Apply all pavement markings on clean, dry surfaces, during weather conditions where temperatures are higher than 35 degrees F, no rain is occurring or predicted within the next twenty-four (24) hours, and the humidity is less than 80.
- G. Remove all excess adhesives and tracking onto unmarked areas.
- H. All pavement striping applications shall conform to Caltrans Standard Specifications, Sections 84 and 85.

### **3.04 Accessible Parking Signs (For parking lots only)**

- A. Verify that the language on the signs meets with current laws and regulations prior to installation. Immediately notify project manager of discrepancies.
- B. For signs at parking stalls: install one per space designated for disabled parking. Locate sign as shown on the Plans. Verify location in the field prior to installation. Sign bottom shall be set at seven feet (7') above finished grade.
- C. For notification signs: install one per driveway entrance. Verify location in the field prior to installation. Sign bottom shall be set at two feet (2') above finished grade unless otherwise directed.
- D. Sign post installation shall conform to TS-17A of the City of Roseville Development Services Design and Construction Standards.

### **3.05 Protection and Cleaning**

- A. Do not allow equipment or vehicles to park on new asphalt surfaces upon completion of fog seal operations. At his discretion, the Contractor may allow the parking of equipment and vehicles on the asphalt concrete **AFTER** the asphalt concrete material has been laid, passing applicable compaction tests and **PRIOR TO** applications of fog seal and striping.

**END OF SECTION**

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## **SECTION 32 15 40 DECOMPOSED GRANITE PAVING**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of decomposed granite paving, including redwood headers as shown in the Plans and as specified herein.

#### **1.03 References**

- A. Caltrans Standard Specifications, latest edition.

#### **1.04 Submittals**

- A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". Submittals are required on the following items:
  - 1. Decomposed granite material and binding material: provide a sample "brick" for review and approval.

### **PART 2 - PRODUCTS**

#### **2.01 Crushed Quarry Rock**

- A. Crushed rock, graded between #4 and #200. Rock shall be high quality and well-graded.



- B. Hastie's Capitol Sand and Gravel, Roseville, CA (916) 989-4600 or accepted equal.

## **2.02 Binding Material**

- A. PolyPavement, Los Angeles, CA (323) 954-2240 or accepted equal.

## **PART 3 - EXECUTION**

### **3.01 Preparation**

- A. Upon completion of grading operations, compact the subgrade at the required elevation to a relative compaction density of 95%, unless otherwise noted on the Plans.
- B. Completely install redwood header as shown in the City of Roseville Parks Construction Standards.
- C. No material shall be placed in muddy conditions, nor shall any material be placed during or immediately after inclement weather, i.e. rain storms, etc.
- D. Submit samples of crushed rock to a PolyPavement Certified Lab to prepare a laboratory "brick" to confirm that the quarry material has sufficient fines for good binding.

### **3.02 Installation**

- A. Provide a 10' by specified width test sample, to be approved prior to installation. This sample shall be the basis of overall approval.
- B. Thoroughly combine binder per manufacturer recommendations.
- C. Spread crushed granite fine/binder material in two (2) one and one half inch (1-1/2") lifts (thickness after compaction).
- D. Wet and roll each lift to form a uniform, smooth surface with a cross slope of 2%. Compact each lift to a 95% relative compaction density.
- E. Upon completion of the final lift, fill any depressions, holes or divots and re-roll using the above process.
- F. Provide a Certificate of Compliance verifying that the binder/stabilizer has been mixed per manufacturer's recommendations.

### **3.03 Clean Up and Protection**

- A. Thoroughly clean all areas where work has occurred. Remove from site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc.

**END OF SECTION**

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**SECTION 32 18 23**  
**PICKLE BALL COURT SURFACING**

**PART 1 - GENERAL**

**1.01 GENERAL DESCRIPTION**

- A. Textured acrylic surfacing for asphalt pickle ball courts.

**1.02 RELATED SECTIONS**

- A. Related Work
1. 32 12 16 Asphalt Concrete Paving
  2. 09 91 00 Painting and Finishes
  3. 12 93 00 Site Furnishings
- B. References
1. National Asphalt Paving Association (NAPA)
  2. United States Tennis Association (USTA)
  3. International Tennis Federation (ITF)
  4. American Sport Builders Association (ASBA)

**1.03 QUALITY ASSURANCE**

- A. Surfacing shall conform to the guidelines of the ASBA for planarity.
- B. All surface coatings products shall be supplied by a single manufacturer.
- C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- D. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
- E. The installer shall be an authorized applicator of the specified system.
- F. The manufacturer's representative shall be available to help resolve material questions.

**1.04 SUBMITTALS**

- A. Manufacturer specifications for components, color chart and installation instructions.
- B. Authorized Applicator certificate from the surface system manufacturer.
- C. ITF classification certificate for the system to be installed.
- D. Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years.
- E. Current Material Safety Data Sheets (MSDS).
- F. Product substitution: If other than the product specified, the contractor shall

submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The color system shall have an ITF pace rating in Category 3. Under no circumstances will systems from multiple manufacturers be considered.

#### **1.05 MATERIAL HANDLING AND STORAGE**

- A. Store materials in accordance with manufacturer specifications and SDS.
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be non-flammable.

#### **1.06 GUARANTEE**

- A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

#### **1.7 INSTALLER QUALIFICATIONS**

- A. Installer shall be regularly engaged in construction and surfacing of acrylic tennis courts, play courts or similar surfaces.
- B. Installer shall be an Authorized Applicator of the specified surface system.
- C. Installer shall be a builder member of the ASBA.

#### **1.8 MANUFACTURER QUALIFICATIONS**

- A. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.
- B. System manufacturer shall be a US owned company.
- C. System manufacturer shall be a member of the ASBA.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. California Sports Surfaces, a division of the ICP Group, Andover, MA. 01810 / Plexipave System [www.plexipave.com](http://www.plexipave.com)

B. Substitutions: Submit requests at least 7 days prior to the bid date with a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to the specified product. Information must

include a QUV test of at least 1000 hours illustrating the UV stability of the system. The system shall have an ITF pace rating.

## 2.2 MATERIALS

A. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections.

B. Crack Filler (California Crack Filler) - for use in filling fine cracks.

C. Acrylic Filler Course (California Acrylic Resurfacer) – for use as a filler for new or existing asphalt surfaces. The acrylic filler shall be blended with approved silica sand at the job site.

D. Acrylic Color Playing Surface (Plexichrome Ultra Performance/Plexipave Color Base) – for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture.

\*Factory Fortified Plexipave may be used as an alternative material.

E. Line Paint (California Line Paint) – for use as the line marking on the court/play surface.

F. Water – for use in dilution/mixing shall be clean and potable.

## 2.3 MATERIAL SPECIFICATIONS

A. Court Patch Binder – acrylic resin blended with Portland Cement and silica sand.

B. Plexipave Crack Filler – acrylic resin heavily filled with sand.

C. California Acrylic Resurfacer – acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.

D. Plexichrome Ultra Performance –acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments.

E. Plexipave Color Base – acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.

F. California Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.

All surfacing materials shall be non-flammable and have a VOC content of not less than 100g/L. Measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to ensure quality and stability.

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## PART 3 EXECUTION

### 3.1 WEATHER LIMITATIONS

- A. Do not install when rainfall is imminent or extremely high humidity prevents drying.
- B. Do not apply unless surface and air temperature are 50°F and rising.
- C. Do not apply if surface temperature is in excess of 140°F.

### 3.2 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

A. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.

B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of **Court Patch Binder** according to manufacturer's specifications.

C. Depression: Depressions holding enough water to cover a US five-cent piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1-gallon Dry Portland Cement (Type I). **This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer.** The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/l part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

D. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

1. Over a properly repaired surface of asphalt on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

Acrylic Resurfacer	55 gallons
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Water	20 - 40 gallons
Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

On new asphalt, two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

2. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

3. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

### **3.3 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE**

A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.

B. Blend color base and Plexichrome Ultra Performance with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

Color Base	30 gallons
Plexichrome	20 gallons
Water	20 gallons

C. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.

D. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sq. ft. No application should be made until the previous application is thoroughly dry.

### **3.4 LINE PAINTING**

A. Line shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USTA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sg./gal. (3/4 gal. per tennis court).

### **3.5 PROTECTION**

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

### **3.6 CLEAN UP**

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

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## SECTION 32 31 13 CHAIN LINK FENCING

### PART 1 - GENERAL

#### 1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

#### 1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of the chain link fence system, including gates as shown on the Plans and as specified herein.

#### 1.03 References

- A. Caltrans Standard Specifications, latest edition.

### PART 2 - PRODUCTS

#### 2.01 General

- A. Wire used in the fabric shall be galvanized and shall have a tensile strength of 80,000 lbs. Per square inch based on cross sectional areas of the wire. One sample shall be tested without removing bends caused by weaving of the wire with the mesh. A second test shall be conducted on a wire strand carefully straightened. The tensile strength is finally determined as the average reading between the two tests. Wire to match fabric selection.
- B. Fabric shall be 1-3/4" 9-gauge nominal wire mesh, black vinyl coated after weaving as shown on the plans. Conform to ASTM A392, with tensile strength as described in 2.01A above. Fabric shall be knuckled top and bottom with single width to full height of fence.
- C. Ties/Fasteners shall be black powder coated wire.
- D. Fittings, clips, bolts, bands, bars, post tops/covers and other hardware necessary for a complete fence system shall be black powder coated.
- E. Where fencing is shown on the Plans to be black vinyl or powder coated, all appurtenances, including fabric, posts, rails, clips, bands, fittings, etc., necessary for a complete fence system shall be black vinyl or powder coated. Vinyl or powder coating shall be the industry standard for this type of finish.

## **2.02 Posts and Rails**

- A. Posts and rails shall be black powder coated, to match fabric and as shown on the Plans. All posts shall be installed with moisture-proofed caps on the top.
- B. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

## **2.03 Gates**

- A. Fabric and finish to match fence.
- B. Hinges and latches shall be industrial strength, heavy duty and shall fit snugly around post. Latches shall be lockable.
- C. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

# **PART 3 - EXECUTION**

## **3.01 Post Installation**

- A. Posts are to be spaced evenly as shown on the City Standard and set plumb and true to lines with the top line uniform as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- B. All posts shall be set in concrete as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- C. Where nicks on vinyl or powder coated finished occurs due to installation, the Contractor shall re-finish and patch damaged areas immediately.

## **3.02 Fabric**

- A. Attach fabric using fabric bands or clips spaced approximately 14" apart. Connections to top rails and tension wires shall utilize wire ties placed 24" on center.
- B. For corner and vertical end connections, install stretcher bars banded to posts and gate frames at 24" apart (maximum).
- C. All fabric to be stretched tight, free from sags and bulges.

## **3.03 Rails**

- A. For splices along the top rail, provide couplings every 20'. The coupling shall produce a continuous brace from end to end of each stretch of fence. Install a heavy spring at every fifth coupling to allow for expansion or contraction.
- B. Utilize the appropriate fittings to ensure that all rails are rigidly clamped to end and corner posts.
- C. Clamp mid and bottom rails at each post.

### **3.04 Gates**

- A. Gates shall be installed consistent with the City Standard detail. Verify grade conditions along the fence bottom to ensure proper use of the gate(s).
- B. Gate openings shall be face-to-face dimensions and shall swing according to the Plans.

### **3.05 Cleaning**

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

**END OF SECTION**

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## **SECTION 32 84 00 IRRIGATION SYSTEM**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of an automated irrigation system, including all necessary appurtenances for proper operation, noted or implied, as shown on the Plans and as specified herein.
- B. Water usage, meter costs, connection fees, testing and other associated utility costs are considered direct costs and is the responsibility of the Contractor until the project is accepted.
- C. Installation of the water meter shall be by the City.

#### **1.03 Related Work**

- A. Section 32 90 00: Planting
- B. Section 26 00 00: Site Electrical

#### **1.04 Quality Assurance**

- A. All work shall comply with local and state laws, codes, regulations and requirements which govern any portion or all of the work contained in this Section. These include, but are not limited to, the latest editions of:
  - 1. City of Roseville Park Construction Standards,
  - 2. City of Roseville Design and Construction Standards,
  - 3. City of Roseville Electric Department Standard Specifications,
  - 4. Local, state and federal electrical codes, manuals and guidelines, and
  - 5. Local, state and federal plumbing codes, manuals and guidelines.

#### **1.05 Submittals**

- A. Submittals for specified items are not required for Parks or Streetscape projects, unless specifically listed below. However, submittals are required for any proposed substitutions or deviations from the parks Plans or Specifications. For Streetscapes, no substitutions will be accepted. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified

and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”. Submittals are required on the following items:

1. Controller, Flow Sensor(s), and Master Valve(s).
2. Piping
3. Irrigation components and accessories

#### **1.06 Explanation of Drawings**

- A. The drawings are diagrammatic and do not reflect all offsets, fittings and other miscellaneous items required for a complete and operable irrigation system. It shall be the Contractor’s responsibility to investigate all existing site conditions, become thoroughly familiar with the site, and provide all labor, materials and equipment required for the installation of the irrigation system.
- B. Avoid conflicts between other trades and the installation of the irrigation system. Minor adjustments to avoid such conflicts shall be made in the field. Major discrepancies between actual field conditions and the Plans shall be brought to the attention of the Project Manager. The lack of notification shall indicate that the Contractor assumes full responsibility for any revision deemed necessary to ensure proper installation.

#### **1.07 Product Delivery, Handling and Storage**

- A. All materials shall be delivered bearing manufacturer’s label with size, type and model number (if applicable) clearly marked.
- B. All pipe shall be delivered in a vehicle which allows the material to lie flat without concentrated weight or stress at any point.
- C. Unload all materials with care so as to avoid damage. Store materials in a covered area and do not expose PVC pipe to extreme sun or heat. Store pipe lying flat.
- D. Do not install any material that has been damaged. Replace all material found to be damaged.

#### **1.08 Record Drawings**

- A. The Contractor shall keep an accurate record of the as-built conditions of the irrigation system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.
- B. Dimensions shall be recorded from two (2) permanent points of reference.
- C. The City may at its discretion withhold progress payments to the Contractor if the as-built records are not updated to the satisfaction of the City.

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## **PART 2 - PRODUCTS**

### **2.01 General**

- A. All materials specified shall be new, bearing the brand name, type, serial numbers and model number as shown on the Plans and as specified herein, unless otherwise accepted in writing.

### **2.02 Backfill Material**

- A. Backfill shall be clean, screened, on-site material, free from organic material, large clods of earth and/or rock larger than one (1) inch in diameter, trash, debris, rubbish, tree trunks, broken concrete or asphalt and other unacceptable material.
- B. Material larger than one (1) inch shall be removed from site and legally disposed. All removal shall be the responsibility of the Contractor.

### **2.03 Meter**

- A. Meter shall be as shown on the Plans and as required by the City of Roseville Environmental Utilities Department.

### **2.04 Backflow Prevention Device**

- A. Backflow Prevention Device shall be as shown on the Plans.
- B. Cover shall be insulated, freeze-proof, removable and lockable, manufacturer and model per the City of Roseville Design and Construction Standards or accepted equal.

### **2.05 Flow Sensor and Master Valve**

- A. Calsense Controllers:
  - 1. Flow sensor shall be a Calsense Flow Meter (FM-B) featuring a proprietary, non-magnetic sensing mechanism and a six-bladed design. Flow sensor shall be accurate to +/- 1% of full scale. Flow sensor body shall be constructed of bronze. Applications with high and low flows requiring a bypass manifold flow meter shall instead utilize Flomec QS200 Ultrasonic Flow Sensor.
  - 2. Master valve(s) shall be Superior, 3300 series, normally open, electric globe valve, constructed of brass with dirty water protection and No Minimum Flow feature.
  - 3. Flow meters to be constructed consistent with the Calsense specifications.
  - 4. Valve boxes for master valve and flow sensor shall be 18" (jumbo) green rectangular rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box lid shall be colored green in turf areas, tan in natural planter areas, and purple for recycled water applications.

## 2.06 Pipe

### A. PVC Pressurized Mainline

1. For lines three inch (3") or larger: polyvinyl chloride (PVC) 1120-1220, SDR 21, Class 200 rubber gasketed pipe, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D2241
Rubber Gasket	F477

2. For lines two and one half inches (2-1/2") or smaller: Schedule 40 polyvinyl chloride (PVC) 1120-1220, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D1785

### B. PVC Non-Pressurized Lateral Lines

1. Schedule 40 polyvinyl chloride (PVC) 1120-1220, SDR 21.0, NSF accepted per Standard No. 14, Type 1, Grade II.

## 2.07 Fittings and Nipples

### A. Fittings for Mainline Pipe:

1. For all control valves on mainlines three inches (3") and larger, use painted, ductile iron saddle taps with double stainless steel straps and nuts Model #202 by Romac Industries, Inc. or accepted equal.
2. For all other connections on mainlines three inches (3") and larger mainline pipe, use glued schedule 80 fittings.
3. For all connections on mainlines two and one half inches (2-1/2") or smaller, use glued schedule 40 fittings.

### B. Fittings for Solvent Weld Pipe:

1. Schedule 40 for 2 1/2" pipes or smaller and Schedule 80 for 3" pipe and larger polyvinyl chloride (PVC), standard weight, conforming to ASTM D2466-73. Use Schedule 80 for all recycled water systems.
2. Weld-on #P-70 primer and Weld-on #711 gray glue or accepted equal.
3. Teflon tape for all threaded PVC fittings.

### C. Plastic Nipples shall be Schedule 80, Type 1, Grade 1, polyvinyl chloride (PVC), threaded at both ends, and conforming to ASTM D1784 -85. Nipples shall be uniformly gray.

## 2.08 Swing Joints

- A. Swings joints shall be as shown in the City Parks Construction Standard detail. Schedule 40 threaded PVC triple swing joints or an accepted equal.

## **2.09 Electric Remote Control Valve**

- A. Sizes as shown on the Plans. All valves shall be Rainbird PEB series or accepted equal and shall contain the following:
  - 1. a globe-type electric remote control, normally closed diaphragm type with slow opening and closing action,
  - 2. encapsulated solenoid type actuation,
  - 3. a minimum rating of twenty-four (24) volts,
  - 4. sixty (60) cycle,
  - 5. two to five (2-5) watts,
  - 6. a manual flow adjustment with shut-off provisions,
  - 7. provisions for an external "bleed" of the diaphragm chamber for manual operation.
  - 8. a ball valve on the inlet.
  - 9. Schedule 80 PVC threaded fittings from saddle tap to POC to valve.
- B. Valve boxes shall be rectangular, rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box shall be sized appropriately to house entire valve assembly with space to accommodate maintenance access.
  - 1. Boxes shall be colored green in potable applications, and purple for recycled water applications.
  - 2. Label lids using heat branded identification, T:Turf, S:Shrubs, B:Bubblers
- C. Controller station identification number shall be standard yellow tags with permanent numbers by Christy or accepted equal.

## **2.10 Root Watering System**

- A. Provide pre-manufactured root watering system.
  - 1. Pressure compensating bubbler. See irrigation sheets for flow rates.
  - 2. Check valve where applicable to prevent low head drainage.
  - 3. Swing joint assembly
  - 4. Locking grate top on semi-rigid mesh tube
  - 5. Filter fabric sleeve

## **2.11 Irrigation Heads**

- A. All irrigation heads shall conform to type, size, precipitation rate, gallons per minute discharge, pressure and throw radius as shown on the Plans, unless otherwise accepted in writing.
- B. In all available models, all irrigation heads shall have stainless steel risers, unless otherwise approved in writing.
- C. Irrigation heads shall have built-in pressure regulation for pop up sprays and/or water-efficient heads.
- D. Include built-in check valve where applicable to prevent low head drainage.



## **2.12 Drip Irrigation**

- A. Sub-surface dripline.
  - 1. Flexible polyethylene tubing shall have factory-installed pressure-compensating, inline emitters spaced evenly per listed spacing.
  - 2. Emitter shall incorporate elemental or ionic copper root intrusion prevention technology, and shall be warranted by the manufacturer to be free of emitter plugging due to root intrusion for a period of fifteen (15) years minimum.
  - 3. Emitter shall have a built-in check valve that will hold back, at minimum, an 8.5' column of water.
- B. All fittings shall be constructed of injection molded, brown plastic having a nominal outside dimension of 17mm (0.56"). Female and male threaded ends shall be capable of mating to standard PVC pipe with tapered threads.
- C. Line flushing valve
  - 1. Valve shall be schedule 40 PVC ball valve with brass hose thread adapter.
  - 2. Valve box shall be rigid plastic, with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.
  - 3. Drip system operation indicator shall be Rainbird 1812 Pop-up spray body with 4-VAN nozzle set to 0-degree pattern, with Rainbird SA-125050 swing assembly and XFF-TFA barbed bt ½" FIPT fitting, or accepted equal.
- D. Pressure Regulating Filters shall be Rainbird PRB Pressure Regulating Basket Filter, or approved equal, and shall include: Basket style body and jar-top cap constructed of heavy-duty glass-filled, UV-resistant polypropylene, with 150 PSI (10,3 bar) operating pressure rating. Standard 200 mesh (75 micron) filter screen constructed of stainless steel attached to propylene frame. Normally-open in-line pressure regulating device, constructed of durable, UV resistant non-corrosive material able to accommodate an inlet pressure rating of not less than 150 PSI (10,3 bar), with preset outlet pressure of approximately 40 PSI (2,8 bar).

## **2.13 Thrust Blocks**

- A. All thrust blocks shall be concrete. The size of the blocks shall be determined by the average safe soil-bearing load of 700 lbs. per square foot.
- B. Polyethylene sheeting at thrust blocks shall be 6mil.

## **2.14 Quick Coupler Valves**

- A. For potable water, quick coupling valves shall be Rainbird #44LRC or accepted equal. All quick coupling valves shall be:
  - 1. brass or bronze with one (1) IPS female pipe connection,
  - 2. two piece body with a removable upper portion (for replacement), and
  - 3. durable yellow covers for potable and purple for recycled.

- B. Valve keys shall be brass or bronze and shall be of the same manufacturer and size as the valve.
- C. Valve box shall be rigid plastic, a minimum of ten inches (10") in diameter with lockable cover by Carson Industries, LLC or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.

## **2.15 Manual Valves**

- A. For pipe four inches (4") and larger gate valves shall be:
  - 1. located where shown on the Plans,
  - 2. flanged with Class 125 cast iron body,
  - 3. bronze trimmed with a non-rising stem,
  - 4. square operating nut,
  - 5. able to withstand a cold water pressure of 150 pounds per square inch, and
  - 6. sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.
- B. For pipe three inches (3") or smaller and on pipes which feed directly into a remote control valve, ball valves shall be installed and shall:
  - 1. allow for manual operations,
  - 2. rapid on/off , drip-tight shut-off control,
  - 3. be constructed of bronze or brass with heavy-duty handle,
  - 4. operate up to 22 gallons per minute,
  - 5. operate between 15 and 150 pounds per square inch, and
  - 6. be sized to match the pipeline which the valves serve, unless otherwise shown on the Plans.
- C. Valve box shall be rigid plastic, a minimum of ten inches (10") in diameter with extensions and lockable cover by Carson Industries, LLC, as shown on the Plans or accepted equal. Boxes shall be colored green in potable applications, and purple for recycled water applications.

## **2.16 Automatic Irrigation Controller**

- A. Automatic controllers shall be Calsense CS3000 or accepted equal. Each controller shall include:
  - 1. CS3-LR – Calsense Local Radio,
  - 2. FM-B – Flow Meter (Brass),
  - 3. CS3-SS1 or CS3-SS1-D – Stainless Steel Enclosure with:
    - a) CS3000 Transient Protection
    - b) TP-110 – AC Line Protection,
    - c) LR-STUBBY – Antennae w/2ft cable
    - d) On/Off Switch
    - e) GFI electrical outlet inside enclosure.

When multiple controllers are used, include:

4. CS3-FL – Flowsense software (for multiple controllers sharing POC and/or communications)

5. CS3-MSSE-KIT or CS3-SR-KIT – Hardwire or SR radio,

When multiple flow sensors are used, include:

6. CS3-2WIRE-OPT & CS-2W-POC (one per POC) – Additional Flow Meter interface.

- B. Communication wire between controllers shall be Paige Cable P7171D or accepted equal.

## 2.17 Control Wires

- A. Direct burial solid copper wire AWG-U.F. 600 volt.

- B. Common wire and two spare wires shall be minimum #12-gauge.

- C. Pilot wires shall be red, minimum #14-gauge. Wire gauge shall be, at minimum:

Wire Gauge	#14	#12	#10	#8
Max. Distance (ft.)	2,500	3,250	4,000	4,800

- D. Splices:

1. Wire connections at remote control valves only shall utilize 3M direct bury splice kit model #DBY (yellow) or model #DBR (red).
2. All other splices, including line splices, connections to flow meters and other sensors, shall utilize 3M Scotchcast 3570G Connector Sealing Packs, no known equal.

- E. Wiring colors shall be:

USE	COLOR
Flow	Yellow
Master	Blue
Pump	Black
Valves	Red
Common	White
Spare	Orange
Tracer	Green

## 2.18 Sleeves

- A. Schedule 40 PVC 1120-1220 and two times the diameter of the pipe to be accommodated by the sleeve, one (1) for control wires and one (1) for main line, and one (1) for lateral lines.

- B. Maximum one (1) line per sleeve.

- C. Add one (1) spare, same size as largest.

## 2.19 Tracer Wire

- A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

## **PART 3 - EXECUTION**

### **3.01 Site Conditions**

- A. Prior to start of irrigation work, review the site conditions to verify that stub- outs, points of connections, sizes of the points of connections, water pressure and other essential items necessary for irrigation work to commence are as shown on the Plans and as indicated in the Specifications.
- B. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of irrigation work.

### **3.02 Coordination of Work**

- A. Coordinate all work with other trades.
- B. The irrigation plan is diagrammatic. Whenever possible, locate all pipes in planted or turf areas. Do not scale off of the Plans. Where field conditions have changed, notify the Inspector immediately.

### **3.03 Excavation and Trenching**

- A. Trenches shall be dug straight and in such a manner as to completely support the pipe continuously along the bottom of the trench. In rocky conditions, over-excavation and placement of clean bedding material may be required to ensure protruding rocks do not place undue stress on pipes. Trench layout shall follow that shown on the Plans, except where accepted by the City.
- B. The following minimum cover shall be provided for pipe:

<b>Pipe Type</b>	<b>Minimum Cover</b>
Pressurized Mainlines	24"
Non- Pressurized Lateral Lines	18"
Domestic Water Lines	24"
Control wires	24"
PVC Sleeves under Paving	18"
PVC Sleeves under Auto X-ings	24"

- C. Install detection wire, looped in and out of valve boxes and attached to all irrigation mainlines.
- D. High voltage wires shall not be installed in the same irrigation water line trench.

### **3.04 Testing and Flushing**

- A. Pressure Testing shall occur only when the following conditions can be fulfilled:

<b>Item Description</b>	<b>Condition</b>
Quick coupler valves	Installed and capped
Electric remote control valves	Installed
Flow valve	Installed and open
Ball/Gate valves	Installed and open
Lateral lines	Disconnected

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Welded PVC joints	Cured at least 24 hours
Pipe	Center loaded with backfill
Concrete Thrust Blocks	Installed and cured at least 48 hours
Couplings and fittings	Exposed
Detection wire	Installed

- B. A pressure gauge shall be installed at the lowest point of the line. Continuous pressure shall be applied at a rate of 125 psi for all mainlines. The pressure shall remain stable for a minimum of two hours with no detectable leakage. Upon completion of the test, a complete examination of the line shall be conducted by the City. Leaks resulting from the test shall be repaired and the line shall be re-tested. This process shall be repeated until the line passes the leakage test.
- C. All lines and risers shall be flushed prior to final installation of irrigation heads. All control valves shall be left open during the flushing process.

### **3.05 Backfilling and Compacting**

- A. Backfilling of trenches shall not occur until all tests and reviews have been performed. See inspection record contained in the Parks Construction Standards, latest edition. Any trench that is prematurely backfilled may be required to be re-dug for review.
- B. Compaction of the trenched areas shall meet the following compaction rates of 95% in areas to receive paving and 85% in areas to be planted.
- C. Do not flood trenches unless otherwise accepted by the City.
- D. Sunken trenches shall be re-finished flush with the adjacent grades.

### **3.06 Backflow Prevention Device and Enclosure**

- A. Install per local codes and manufacturer's instructions.
- B. When the flow meter is installed above grade, install a backflow prevention device enclosure with lockable gate.

### **3.07 Flow Meter Installation**

- A. Install per local codes and manufacturer's instructions.
- B. All flow meters shall be installed in ground.
- C. Install 3/4" conduit from irrigation controller to flow meter valve box. Install a pull box every 100'.
- D. Valve box lids shall be permanently marked identifying FM for flow meter and MV for master valve and GR for grounding rod with heat branding using stencils in a uniform location on all boxes throughout.

### **3.08 Pipe Installation**

- A. Install irrigation pipe in planted areas whenever possible.
- B. All pipe and fittings shall be cleaned and free from dirt, dust and moisture.

- C. Pipe may be assembled along the trench at grade to avoid undue strain on the pipe or the fittings. All solvent weld connections shall be primed before applying glue. Snake the pipe within the trench to compensate for expansion and contraction.
- D. All PVC pipe and metal valve connections shall be made with threaded fittings consistent with drawings PK-15 and PK-16 of the City of Roseville Parks Construction Standards.
- E. All PVC-to-PVC threaded connections shall be made with Teflon tape.
- F. Install concrete thrust blocks in locations where rubber gasketed irrigation mainlines change directions, e.g. elbows, tees; as required on other lines and fittings; and at the termination point of the mainline. Do not conduct a pressure test within 48 hours of the thrust block pours. The size of the thrust blocks shall be per manufacturer's instructions and shall be adequate in size to absorb thrusts up to the maximum internal water pressure. Refer to 3.18 Thrust Blocks.
- G. Use glued fittings for all connections inside of a sleeve and within 20' of a sleeve.

### **3.09 Electric Remote Control Valves**

- A. Install per local codes, manufacturer's instructions, City of Roseville Design and Construction Standards and as shown on the Plans.
- B. Install one (1) electric remote control valve per box and whenever possible, group valve boxes together. Align boxes in a straight and neat row and flush to finish grade. Provide a minimum of six (6) inches between boxes.
- C. All valves shall be tagged for easy identification of valve number. Valve box lids shall be permanently marked identifying valve number and controller letter with heat branding using stencils in a uniform location on all boxes throughout.
- D. Each valve shall be separately saddle tapped. Manifolder valves shall be rejected.
- E. Locate valve boxes outside of turf areas, adjacent to paving, i.e. sidewalks, hardscape, etc. except where shown on the Plans.
- F. Provide a minimum of eighteen (18) inches of a complete set of spare control wires, looped, within all control valve boxes.

### **3.10 Irrigation Heads**

- A. Install all heads where shown on the Plans and as specified herein.
- B. Turf rotary pop-up heads shall be placed two (2) inches from any edge of adjacent walkway, concrete mow band, concrete curb, header board or other hardscape edging, or as required by current WELO regulations.
- C. Rotary pop-up heads shall be installed flush with the top of finish grades of turf or planting areas.
- D. Sprinkler head riser nipples sizes shall match or be the same as the riser opening of the sprinkler body.

- E. Install sprinkler heads with internal check valves where heads are located in low drainage areas, i.e. bottom of berms, bottom of drainage swales, toe of slopes, etc.
- F. Install all heads perpendicular to ground surface with an offset from the edge of pavement as indicated in the details.

### **3.11 Drip Irrigation**

- A. Drip irrigation is to be installed in a grid pattern layout of equal spacing between rows, unless otherwise noted on approved plans.
- B. All drip irrigation shall be installed sub-surface, per manufacturer's specifications. Staple all tubing to soil at 5 feet on-center spacing prior to backfilling.
- C. Drip line shall be installed prior to plant installation, with the exception of 15-gallon and larger plant container sizes, which may be installed first at the discretion of the contractor.
- D. Line Flushing Valves are to be installed below grade, as detailed, in a valve box with bolt-down lid to allow for periodic inspection and flushing.
  - 1. Minimum of One (1) Line Flushing Valve shall be installed for every fifteen (15) GPM of zone flow, and at every termination point within a zone, and shall be installed at a point farthest away from the source (typically on an exhaust header) as possible.
- E. Pop-up drip system operation indicators shall be placed within eighteen inches (18") of each Flush Valve and shall not be placed such that it will be obstructed by vegetation. Place minimum twelve (12) inches from adjacent hardscapes.
- F. If required, Air/Vacuum Relief Valves shall be installed below grade in valve boxes to allow for periodic inspection.
- G. Valve box lids shall be permanently marked identifying LF for Line Flush valve and AR for Air/vacuum Relief with heat branding using stencils in a uniform location on all boxes throughout.

### **3.12 Quick Coupler and Gate Valves**

- A. Install per local codes and manufacturer's instructions.
- B. Locate valve boxes flush with finish grade, twelve (12) inches from walkways, curbs, header boards, etc., and within planted area whenever possible.
- C. Install one (1) valve per box.
- D. For quick coupler valves, install at 100 feet on center to the extent possible. Provide a 24" steel support staked adjacent to the riser using two (2) stainless steel clamps.
- E. For gate valves, install at locations indicated on the Plans.
- F. For valve boxes installed below grade, provide 3M ball markers.



- G. Valve box lids shall be permanently marked identifying GV for gate valve and QC for quick couplers, and SB for splice boxes with heat branding using stencils in a uniform location on all boxes throughout.

### **3.13 Automatic Controller**

- A. Install per local codes and manufacturer's instructions within the specified enclosure.
- B. Provide single Paige Cable P-7171D installed in conduit between all controllers.
- C. Provide all necessary wiring for a complete installation between the controller and the valves.
- D. Above grade wiring shall be installed in metal conduit, unless otherwise accepted. Securely mount conduit onto enclosure or wall and paint to match the adjacent surface.
- E. Provide a grounding rod and bonding for each enclosure as required for lightning protection. Grounding rod shall be consistent with drawing PK-1 of the City of Roseville Parks Construction Standards. Install separate grounding rods for each enclosure where bonding is impractical.
- F. Label each controller, using permanent markings, with the letter identification indicated on the Plans. Affix label on the inside of the controller cabinet door.
- G. Install 110V outlet (GFIC) inside controller enclosure.
- H. Provide two (2) reduced as-built irrigation diagrams, laminated and color-coded indicating controller letter, valve/station numbers, valve size, operating pressure, gallons per minute and type of planting for each valve. See Section 01 10 00: Summary of Work 1.15B.
- I. Ground test to be conducted after installation. Test results shall not exceed 25 ohms.

### **3.14 Control Wires**

- A. Wherever possible, install control wires in common trenches with mainline. The wires shall be taped in bundles at ten (10) feet on center and laid to the side of the pipe. Provide slack between ties to allow for contraction.
- B. Wire valve to controller as shown on the plans.
- C. Where runs are long, provide an extra three (3) feet of extra ground and control wires looped at 200' intervals. Snake wires within trenches to allow for contraction.
- D. Line splices shall occur in valve boxes at grade, label and allowed only on lengths greater than 2500'. Show locations on as-built plans.
- E. Do not wrap wire around pipe or allow any wiring to be placed in concrete or concrete thrust blocks.
- F. Install two (2) spare wires starting from the controller, looped to each valve box to the furthest valve box, without splices.

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### **3.15 Tracer Wire**

- A. Install tracer wire on top of the mainline.
- B. Provide a twelve-inch (12") loop in and out of each valve box. Solder all splices.
- C. Where potable water lines are placed in a separate trench, install a tracer wire on top of the potable water line.
- D. Tracer wire shall be tested during review and pressure test of the mainline.

### **3.16 Sleeves**

- A. Install sleeves under all pavement and as shown on the Plans.
- B. Install sleeves at the depths indicated in Section 3.03B above.
- C. Extend sleeves a minimum of twelve (12) inches beyond the edge of pavement.
- D. At every sleeve location installed in roadways, provide a spare PVC sleeve capped at each end and marked with a 3M ball marker.

### **3.17 Thrust Blocks**

- A. Install polyethylene sheeting between mainline and concrete.
- B. Thrust blocks shall be formed against a solid trench wall. The thrust block cavity shall be in undisturbed soil or previously placed compacted backfill that yields an acceptable allowable bearing pressure.
- C. Concrete thrust blocks shall not be poured on valve wires.

### **3.18 Coverage Test**

- A. Prior to planting, the Contractor shall perform a coverage test to confirm that water coverage is complete and adequate, and produces no overspray onto hardscapes. Irrigation pressure readings at the head or emission device may also be taken as part of the coverage test to confirm adequate system hydraulics.
- B. The coverage test shall be performed on the entire irrigation system and shall be performed in the presence of the Parks Inspector. The irrigation system must be connected to the City water system through the water meter. Temporary connections are not allowed.
- C. On Park projects containing turf, a comprehensive survey of the Distribution Uniformity (Low Quarter) of each irrigation zone containing turf shall be performed by a third-party, certified irrigation auditor prior to planting of turf. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present. The irrigation auditor shall prepare and submit a report listing each zone's Distribution Uniformity, including actual mapping data of individual catch cans recorded on irrigation plan sheets, and noting any potential deficiencies in the system leading to any inadequate findings. Reported deficiencies in Distribution Uniformity will be evaluated by the Project Manager and may require corrective measures prior

to approval of turf planting. Deficiencies caused by improper installation shall be corrected at no additional cost to City.

### **3.19 Irrigation Audit**

- A. A landscape irrigation audit shall be performed after all landscape and irrigation is installed. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present.
- B. All landscape irrigation audits shall be conducted by a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.
- C. The water audit shall conform to the specific water audit requirements of the City of Roseville Environmental Utilities Department, and any supplemental requirements from the City of Roseville Parks, Recreation & Libraries Department. The contractor shall submit a comprehensive landscape irrigation audit. This shall include, but is not limited to:
  - 1. A completed Irrigation Audit Report-(City of Roseville provided forms only)
  - 2. Complete system evaluation, including site conditions, system and flow data.
  - 3. Scheduling parameters used to set the irrigation controller.
  - 4. An Irrigation schedule for the landscape provided to the owner.
- D. A minimum of 25% of all zones shall be audited. The 25% minimum shall be a representative sample of each irrigation method present (i.e. Rotors, bubblers, rotary nozzles, drip, etc.), and is in addition to any turf zones audited during the coverage test.
- E. Any deficiencies noted in the audit report such as, but not limited to, run-off, overspray, obstruction of spray patterns, etc., shall be corrected and signed off as such by the original irrigation auditor prior to submission of the report. Do not submit audit reports with uncorrected deficiencies.

### **3.20 Clean Up**

- A. Each phase of work shall be immediately cleaned up. Excess equipment, material, etc., shall be legally disposed of and removed from site. All concrete, asphalt and/or decomposed granite paving shall be kept free of soil. Damage to such surfaces shall be immediately repaired to the satisfaction of the City.

## **PART 4 - GUARANTEE**

### **4.01 General**

- A. Contractor shall provide a written guarantee covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.

- B. All paved areas shall be swept clean and planted areas shall be weed-free.
- C. All irrigation heads shall be properly adjusted. Debris and refuse shall be removed from site prior to inspection.

#### **4.02 Pre-Final (Punch List) Review**

- A. See Section 01 10 00 1.16 - Summary of Work for notification process.

#### **4.03 Establishment**

- A. Full automated utilization of the irrigation system shall be included as part of the maintenance of the project. See Section 329000: Planting for additional information.
- B. Program and utilize the establishment schedule as submitted with the turn-in items.
- C. Contractor to run the system in "quantity" mode or "time plus flow" for a minimum of one (1) week.
- D. Check the irrigation system weekly to ensure proper operations. Make all necessary adjustments, including watering schedule to ensure proper and healthy plant growth. At no time shall pools of water be present within any part of the project. Conversely, at no point shall dry or under-watered spots be visible upon inspection. Improper irrigation management resulting in flooding or dry conditions to the detriment of plant material may constitute an extension of the establishment period, at no additional cost to the City.

#### **4.04 Final Review**

- A. The Contractor shall demonstrate to the City, valve by valve, the entire irrigation system to be operable. All heads shall be adjusted/flushed and all drip zones shall be flushed prior to the on-site review. Any item requiring adjustments shall be completed immediately and to the satisfaction of the City.
- B. Provide necessary training to City staff in the proper operations and maintenance of the booster pump.
- C. The date of final acceptance by the City Council or the recordation of the property transfer shall signify the start date of the warranty period. Final acceptance shall include the project in total and will not segregate any specific item or trade included in the construction of the project.

**END OF SECTION**

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## **SECTION 32 90 00 PLANTING**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of landscape items, including all trees, shrubs, groundcovers and turf; maintenance for the establishment of new plant materials; and all necessary appurtenances for proper planting, noted or implied, as shown on the Plans and as specified herein.

#### **1.03 Related Work**

- A. Section 31 20 00: Earthwork
- B. Section 32 84 00: Irrigation System

#### **1.04 Quality Assurance**

- A. Provide an experienced foreman who shall directly supervise the work force during all work to be performed under this contract. The foreman shall be present during the time when work is to be performed.
- B. Plant material shall conform to current "American Standards for Nursery Stock" and the State of California Grading Code of Nursery Stock, No. 1 grade. Use only nursery-grown stock.
- C. All plant material shall be certified free of plant diseases and insect infestations from the County Agricultural Commissioner as required by law. Each shipment of plant material shall be required to have clearance certificates.
- D. Prior to planting, a soils fertility test/analysis shall be conducted by an accepted and qualified testing laboratory. Test results shall contain existing nutrient levels, soil texture, cation exchange capacity, soluble salts, pH levels, infiltration rates and recommended soil amendments/fertilizers to ensure proper growth of the specified plantings.

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### **1.05 Submittals**

- A. Submittals for specified items are not required; however, submittals are required for any proposed substitutions or deviations from the Plans or Specifications. Additionally, submittals are required for the specific items listed below. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”. Submittals are required on the following items:
1. Bark mulch material,
  2. Certificates of compliance for turf seed mix, soil amendments, fertilizers and hydroseed mix,
  3. Sod-grown turf,
  4. Soils test-with soil amendment recommendations.
  5. Trees
    - a) Submit for approval, plant sources including the names of nurseries proposed as sources of acceptable trees, and a list of the trees they will provide. The plant list shall include the botanical and common name and the size at the time of selection, including basal caliper and height.
    - b) Submit all requests for substitutions of plant species or size for approval. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

### **1.06 Soil Testing**

- A. Native soil and in-place topsoil shall be tested for amendment determination. Soil Tests shall include soil texture, macro nutrients, micro nutrients, lime, base saturation, pH, sodium, boron, salinity, Cation Exchange Capacity (CEC), and Organic content.
- B. Submit soils report for review and approval after completion of grading operations. Soil Testing shall be performed by an agriculture-based lab, with detailed, written recommendations for soil amendments and fertilizers specific to ornamental landscape plants and turf.

### 1.07 Product Delivery, Handling and Storage

- A. All materials shall be delivered bearing nursery label with botanical, common names, including cultivars.
- B. Carefully handle plant material to ensure that limbs are not broken during the planting or storage of the material.
- C. Store plant material in a covered area on-site, protected from inclement or hot weather on-site. Keep root balls moist by frequent watering (during hot weather) of all accepted stock until such time as planting occurs.

### 1.08 Inspection of Plant Material

- A. Notify the Project Manager a minimum of 48 hours prior to date of delivery. All plant material is subject to inspection at the time of delivery. A sample number of plants will be inspected for the following items:

If the sample....	then the plant shall be...
is healthy, shapely and well rooted	accepted.
bears a strong central leader	accepted.
is wilted, wind-blown or sunburned	rejected.
is root-bound, restricted or deformed	rejected.
does not bear a strong central leader or has been severely pruned back	rejected.

- B. Stock to be consistent with CALFIRE Nursery/Tree Quality Cue card and Root Management Cue Card. Inspector may require contractor to remove tree or plant stock from plant containers to examine roots.
- C. 15 gal tree needs to have at least 1" in basal caliper, a 24" box tree needs to have at least 2" in basal caliper, a 36" box tree needs to have at least 3" in basal caliper. Basal caliper is measured as 6" above the ground.
- D. Based on the sample inspection, the Project Manager or Inspector reserves the right to reject any or all of the plant material delivered. All rejected plant material shall be immediately disposed of off-site.

### 1.09 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the landscaping. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

## PART 2 - PRODUCTS

### 2.01 Plants

- A. The material to be planted shall conform to that indicated on the plans, unless otherwise accepted. The quantity shown on the Plans is approximate and is

furnished for convenience only. Verify all quantities prior to ordering plant material.

## **2.02 Soil Amendment**

- A. As recommended by soils test report.

## **2.03 Mulch**

- A. Regular "Walk-on" fir bark as manufactured by Redi-Gro Corporation, Sacramento, CA (916) 381-6063, Mallard Creek, Inc, Rocklin, CA (916) 645-1681, My Bark Company, Inc., Linden, CA (209) 649-4250 or accepted equal.
- B. Decorative bark, shredded lumber or saw dust, and construction debris are not permitted. The mulch must be free of needles.

## **2.04 Topsoil**

- A. Stockpiled, on-site material.
- B. Imported topsoil shall be natural, friable, well-draining, free from admixture of subsoil and foreign objects larger than one inch (1") in diameter, free from toxins or any other harmful substance which may deter healthy plant growth.
- C. Perform a soils test for all imported soil. Soil test shall comply with Section 1.06. Submit soils report for review and approval prior to import activities.

## **2.05 Pre- and Post- Emergent Herbicide**

- A. Clean, and non-staining. Consult with a pesticide specialist.

## **2.06 Tree Stakes and Ties**

- A. Trees furnished in #15 nursery containers require 2" diameter stakes. Trees less than 8' in height require an 8' stake; trees 8' or greater in height require a 10' stake. Stakes shall be pine or douglas fir (pressure or non-pressure treated).
- B. Trees furnished in 24" boxes or larger require 3" diameter by 10' long stakes. Stakes shall be, pine or douglas fir (pressure or non-pressure treated).
- C. Tree ties should be cut in length out of flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
- D. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.

## **2.07 Native Broadcast Seed**

- A. Where required, broadcast seed shall be applied as follows:
  - 1. Upland areas
    - Elymus glaucus (Blue Wildrye) 10.0 lbs/acre
    - Nassella pulchra (Purple Needlegrass) 9.0 lbs/acre

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Nassella cernua (Nodding Needlegrass)	6.0 lbs/acre
Melica californica (Californiameljc)	3.0 lbs/acre
Vulpia microstachys (Small Fescue)	3.0 lbs/acre
Poa secunda (Native Pine Bluegrass)	3.0 lbs/acre
Bromus carinaws (California Brome)	2.0 lbs/acre

2. Channel / Wetland Edges (bottom to 3' above high water level)

Elymus trachycaulus (Slender Wheatgrass)	12.0 lbs/acre
Hordeum brachyantherum (Meadow Barley)	10.0 lbs/acre
Leymus triticoides 'Yolo' (Creeping Wildrye)	8.0 lbs/acre
Agrostis exarata (Bentgrass)	3.0 lbs/acre
Elymus glaucus (Blue Wildrye)	5.0 lbs/acre
  3. Wildflowers (addition to seed mix(es) above, if specified)

Clarkia amoena (Farewell to Spring)	0.5 lbs/acre
Eschscholzia californica (California Poppy)	2.0 lbs/acre
Lupinus nanus {Sky Lupine}	3.5 lbs/acre
Nemophila menziesii (Baby Blue Eyes)	1.5 lbs/acre
Lasthenia californica (Common Goldfields)	1.5 lbs/acre
- B. Areas with sandy, dry soil shall receive: Zorro Annual Fescue 6 lbs/acre, Rose Clover 9 lbs/acre
- C. A fertilizer consisting of 15-15-15 shall be applied at a rate of one half pound per 1,000 square feet. Fertilizer shall be Natural-based, slow release, and balanced in N, P, & K.
- D. Seed for creek banks shall conform to the latest requirements of the California Department of Fish and Game.

## PART 3 - EXECUTION

### 3.01 Site Preparations

- A. Prior to start of landscaping work, review the site conditions to verify that final grades have been established, plant/turf beds are weed free, and the irrigation system is operational as shown on the Plans and as indicated in the Specifications.
- B. For landscaping within all street right-of-ways, conduct a soils analysis test of the existing soils and remove all lime-treated soils, aggregate base or other non-organic material to a minimum depth of two feet before planting or irrigation installation. Import topsoil to bring the finish grade to specified grades. Submit the soils analysis test results of the imported material prior to import.



- C. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of landscaping work.

### **3.02 Coordination of Work**

- A. Coordinate all work with other trades.

### **3.03 Preparation of Planting and Turf Areas**

- A. Upon completion of grading and underground activity, Contractor shall obtain a soils test as outlined in 1.06.
- B. Place stockpiled topsoil in all areas to receive planting or turf to a minimum depth of twelve inches (12").
- C. Rip topsoil surface in two directions to a minimum depth of twelve inches (12").
- D. Spread soil amendments at the rates indicated in the soils report.
- E. Rototill amendments to recommended depths. Till amendments to a depth of 6" or as recommended by soils report.
- F. Remove all rock and debris which are greater than ½ inch in areas to be turfed and one inch (1") in areas to be planted.
- G. All planted and turf areas to be smooth and uniform in grade as shown on the Plans.
- H. Planting areas to be sloped to drain as shown on the Plans.

### **3.04 Storage of Plants and Trees**

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period, including weekends and Holidays.
- B. Soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
- C. All plant materials must be available for observation prior to planting. Any plants determined to be damaged or distressed due to improper watering may be rejected by inspector and shall be replaced at no cost to City.

### **3.05 Plant Installation**

- A. Tree and Shrub Planting
  - 1. Remove only those plants which will be planted the same day. Place such plants in the proposed locations for review and accepted by the City prior to actual planting. Notify the Inspector a minimum of 48 hours prior to day of planting.

2. Dig planting pits as shown on the Plans and as shown in the Parks Construction Standards. Scarify the sides and bottom of pit to prevent glazing. Fill pit completely with water and allow the water to completely drain from the pit prior to actual planting.
3. Relocate any plantings taller than 6" in height that fall in front of any irrigation head in order to ensure proper coverage of the irrigation system.
4. For pits that retain water, completely penetrate the hardpan layer at the bottom of the pit and backfill with topsoil. Fill pit with water to test and ensure proper drainage.
5. Prior to tree planting a central leader needs to be established by structural pruning, as necessary. Codominant leaders need to be removed or suppressed by structural pruning. Refer to the CALFIRE "Tree Training", "Tree Planting", and "Tree Quality" cue cards and "Tree and Plant Root Management Standard and Quality Expectations" contained in Section 5 of these Standards.
6. Plants shall be removed from their containers only at the time of placement within the plant pit. Perform root pruning on all four sides of the root ball by shaving and cutting away the root ball periphery to reduce the amount of circling roots. Starting from the top and then cutting/slicing down to the bottom of the root ball. On a 15 gal container at least 1-1.5 inches of the root ball periphery needs to be removed by slicing or shaving. On a 24" and 36" box tree at least 2 inches of the root ball periphery needs to be removed by slicing or shaving. A sharp hand pruning saw needs to be used for the slicing or shaving of the root ball. Refer to the CALFIRE "Root Management" cue card contained in Section 5 of these Standards. This process will remove many girdling and circling roots deflected by the container wall and allows for root penetration within the planting basin. Spread all roots to the side to allow proper root development. Add native backfill and amendments as shown in the Parks Construction Standards and as recommended by the soils testing laboratory.
7. Plant tree at least three inches (2") above grade on mount to prevent bowl effect. The tree's beginning root flare must be located at top of grade with installed sod.
8. Carefully place plant into the plant pit without damaging the root ball. Water the backfill until saturated. For trees, water in by hand after planting using at least ten (10) gallons of water, minimum.
9. Construct berm and place tree stakes and install mulch per the Parks Construction Standards. Mulch is required for trees within the turf area.
10. Where mowing will occur, provide an eight-foot (8') minimum horizontal clearance between trees and other site improvements, including shrubs.

11. Tree ties should be installed via a figure eight loop and each tie shall be secured with a nail on the tree stake. Install two (2) Arbor Ties at 2/3 of tree height and two (2) Arbor Ties at 1/2 of tree height.
12. Tree stakes should be inserted into the ground to a minimum depth of 18".

**B. Groundcover Planting**

1. Place groundcover plants in neat, straight, and parallel rows, triangularly spaced as shown on the Plans and as indicated herein.
2. Start the first row of planting at a distance equal to the on-center spacing required per plan, minimum, from the edge of the adjacent hardscape, mow band or header board.
3. Groundcover shall be installed to the outside edge of the water basins of trees or shrubs.

**3.06 Seeding- Turf and Native**

Hydroseeding for natural areas

- A. Lightly scarify areas to be hydroseeded.
- B. Tank, hose and associated apparatus must be thoroughly clean and free of debris or other material prior to placement/spraying of seed.
- C. Hydroseed turf mix shall contain the following:

Material	Application Rate
Turf Seed	Per Manufacturer's Recommendations
Wood Cellulose Fiber Mulch	60 lbs. per 1,000 SF
Binder	Per Manufacturer's Recommendation
Fungicide turf only	1/3 lb. per 1,000 SF
Fertilizer	Per soils lab recommendation and as approved by Parks, Recreation & Libraries Department
Soil Conditioner	Per Soil Conditioner soils lab recommendation and as approved by Parks, Recreation & Libraries Department

- D. Blend mix in a hydraulic mixer until all material is consistently blended.
- E. Apply mix at a rate of 125 pounds per 1,000 square feet unless otherwise recommended by the manufacturer.
- F. Spray mixture consistently over the area to be hydroseeded. Protect adjacent areas such as paving, walls, play areas and other from overspray.
- G. At the end of each day of spraying operations, clean up all areas where overspray has occurred.
- H. Once seed is placed, it should not be allowed to dry out.

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### **3.07 Mulch**

- A. Prior to placing mulch, apply post-emergent herbicide to any weeds present, per label directions.
- B. Prior to placing mulch, apply pre-emergent herbicide in all planting areas, per label directions.
- C. Apply three inches (3") of mulch in all landscape planter areas.
- D. Keep mulch a minimum of three inches (3") away from the trunks of all woody shrubs and four inches (4") away from all trees. Taper mulch profile away from this point to prevent subsequent collection of mulch against trunks.

### **3.08 Watering**

- A. Upon completion of each planting or turf area, irrigate appropriately to ensure proper health and growth.
- B. Continually adjust the irrigation for plant needs regardless of air temperature.

### **3.09 Clean-up**

- A. Upon completion of planting operations, collect and remove from site all empty plant containers, debris, rubbish and other trash.
- B. Sweep clean and wash all hardscape areas.
- C. Clean up shall occur, at minimum of once a week, at the end of the work week.
- D. Maintain the entire site in a clean condition to the satisfaction of the City.

### **3.10 Pre-Final (Punch List) Review**

- A. See Section 011000 1.16 of the Summary of Work for notification process.
- B. The following conditions must be met in order for planting to be considered towards substantial completion, as required to enter into the establishment period described in Section 011000, 1.16:
  - 1. For trees and shrubs:
    - a. Trees and shrubs shall be properly installed, and with no visible signs of stress due to soil fertility, moisture, disease or pests.

### **3.11 Establishment Period**

- A. Active maintenance is required throughout the entire establishment period:
  - 1. Immediately replace all dead plants.
  - 2. As necessary, raise all trees and shrubs which have sunk within the plant pit beyond the levels indicated in the Standard details.
  - 3. Keep all areas free of weeds, pests and disease.
  - 4. For trees located in turf areas, maintain a circle free of turf at a distance described in the Standard details
- B. Prior to the start of the final thirty (30) days of establishment:
  - 1. All plant replacements shall be completed.

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2. All plantings and turf shall be thriving and in a healthy condition.
3. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

### **3.12 Final Review**

- A. The Inspector shall review the site for completion of items noted, but not limited to, "B" below. All corrective action is required to enter into the final thirty (30) days of establishment.
- B. The site shall be prepared for review, by ensuring that:
  1. All spray heads have been properly adjusted,
  2. Dead plants have been replaced,
  3. Planting areas have been weeded,
  5. Walkways and paved areas have been swept and washed, and
- C. Failure to complete any one or all of the above items may constitute non-performance of the final review and will require re-scheduling. In this case, the cost of the extended establishment period shall be at no additional cost to the City.

## **PART 4 - GUARANTEE**

### **4.01 General**

- A. Contractor shall provide a written guarantee covering all plant materials (trees & shrubs) furnished by him to be free of all defects or disease and that all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.
- B. All plants, except those provided by the City, shall be warranted for a period of one (1) year, commencing on the date of final acceptance. The warranty shall be as outlined in Section 011000: Summary of Work, paragraph 1.19.

**END OF SECTION**

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## **SECTION 33 00 00 UTILITIES**

### **PART 1 - GENERAL**

#### **1.01 General Requirements**

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards, latest edition, for storm drainage throughout the project and for sanitary sewer installations within the public rights-of-ways, easements, or as shown on the improvement plans shall be in addition to the standards provided herein.
- D. The standards set forth in the latest edition of the California Building Code (CBC) for sanitary sewer installation within the project site, outside of the public right-of-way or easement shall be in addition to the standards provided herein.

#### **1.02 Description**

- A. Furnish all labor, materials and equipment for the complete installation of the storm drain system and sanitary sewer pipe, and necessary appurtenances as shown on the Plans and as specified herein.
- B. Submit a materials listing for review and approval prior to commencement of specified work.

#### **1.03 Related Work**

- A. Section 31 10 00: Clearing and Grubbing
- B. Section 31 20 00: Earthwork

#### **1.04 Safety Requirements**

- A. Furnish, install and maintain required sheeting, shoring, bracing, and other methods to ensure complete and safe work environment for all workers. Upon completion of work, remove all bracing, shoring, etc. in its entirety, unless otherwise directed by the Inspector.
- B. Prior to excavation or trenching, the Contractor shall contact USA Alert (800)
- C. 227-2600 to locate all known utilities a minimum of 48 hours prior to start of work. During the course of construction, the Contractor shall take every precaution to maintain and protect utilities noted to remain. Said utilities shall remain operational at all times, unless otherwise noted on the plans.

- D. The existing utilities are shown on the Plans based on the information available at the time of contract document development. The City shall not assume responsibility for any inaccuracies or incompleteness of the Plans based on such information. The Contractor shall immediately notify, upon damage of any pipeline or facility, the Owner and/or its agents and take every action necessary to repair or replace damaged facilities to the satisfaction of the Inspector, and at no additional cost to the City.
- E. Trenches, excavations and repair of pavement shall be consistent with Section 31 20 00: Earthwork.

#### **1.05 Coordination**

- A. The piping system as shown on the Plans is diagrammatic. The Contractor shall make reasonable adjustments to the layout to avoid conflicts, based on actual field conditions. Said changes shall not interfere with the design intent of the system.

#### **1.06 Tolerance**

- A. The allowable tolerance for the installation of pipe is 0.05 feet within grades or spot elevations indicated on the Plans.

#### **1.07 Product Storage**

- A. Take every precaution to protect the materials and pipes from damage during the delivery, storage and installation of the pipe system. Store in a cool, contained area, protected from direct sunlight and per manufacturer's recommendations. Pipe shall be supported on firm level ground at the site.

#### **1.08 Record Drawings**

- A. The Contractor shall keep an accurate record of the as-built conditions of the storm drain and sanitary sewer system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

### **PART 2 - PRODUCTS**

#### **2.01 General**

- A. All products shall conform to City of Roseville Design and Construction Standards, latest edition, except as noted below.

#### **2.02 Drain Pipe**

- A. Solid drainpipe shall be PVC SDR 35 and shall conform to ASTM D1784, or accepted equal. Gasketed connections shall conform to ASTM F477.

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- B. Perforated drainpipe shall be smooth walled PVC, open per Caltrans Section 68-1.02K, or accepted equal.

### **2.03 Drain Rock**

- A. Drain rock shall be Class 2 washed,  $\frac{3}{4}$ " diameter.

### **2.04 Filter Fabric**

- A. Filter fabric shall be MiraDRAIN 5000, or accepted equal.

### **2.05 Drains**

- A. Drain Inlets shall be pre-cast and a minimum size of twenty-four inches (24") square or round by Jensen Precast, or accepted equal.
  - 1. Grate shall be heavy duty, cast iron, walk-on, and bolt down.
  - 2. Box extensions shall be Jensen Precast, or accepted equal.
  - 3. The base shall be six inches (6") thick.
  - 4. Walls shall be six inches (6") thick.
  - 5. A "No Dumping" Metal Storm Drain Marker shall be affixed to the concrete color of each drain inlet (See Detail DR-20)
  - 6. Contractor may install cast-in-place drain inlets in lieu of pre-cast drain inlets. Submit shop drawings and concrete mix design for review and approval.
- B. Channel Drains for baseball/softball backstop areas shall be Polycast 600 series pre-sloped trench drains with galvanized steel slotted grates or accepted equal.
- C. Sanitary sewer clean outs shall be as specified in the City of Roseville, Design and Construction Standards, latest edition.

### **2.06 Manholes**

- A. Manholes shall have tongue and groove joints, be forty-eight inches (48") minimum in diameter, meeting ASTM C-478.
- B. Covers shall be cast iron.
- C. All components shall conform to the City of Roseville Design and Construction Standards, latest edition.

### **2.07 Tracer Wire**

- A. Insulated solid copper wire, minimum #12 gauge. Color shall be green.

### **2.08 Sanitary Sewer Pipe**

- A. Vitrified clay pipe (VCP) shall be as specified in Section 91 Sanitary Sewer in the City of Roseville, Design and Construction Standards, latest edition.
- B. PVC SDR 35 may be used for drinking fountain drain applications only, with prior approval, and shall conform to ASTM D3034.

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## **2.09 Potable Water Warning Tape**

- A. On sites with both Recycled water and potable water lines. Blue plastic tape, 3 inches wide, with the words "CAUTION: POTABLE WATERLINE" imprinted in minimum 1-inch high, black letters. Imprinting shall be continuous and permanent.

## **2.10 Trench Drain**

- A. Trench Drains: Pre-sloped slot channel drain; Model KS 100S by ACO Polymer Products, Inc., 888-490-9552, or equal.
  - 1. Provide appropriate end connections and 600 series catch basin with in-line trash bucket and outlet connections.
  - 2. Grates:
    - a) Pedestrian Locations: No. 494Q with quick lock locking device, and complying ADA Standards for Accessible Design.
    - b) Vehicular Traffic Locations: Galvanized, No. 411Q or Stainless steel, No. 465Q.

## **PART 3 - EXECUTION**

### **3.01 General**

- A. All pipes shall slope uniformly from given elevations shown on the Plans.
- B. All pipes shall be accurately laid true to line and grade, utilizing accepted construction methods.
- C. Damaged or cracked pipe and fittings shall not be installed and shall be removed from site.
- D. Install all pipe in locations shown on the Plans, except where existing conditions necessitate minor changes.
- E. All pipe and fittings shall be kept clean and closed throughout the course of construction.
- F. Connections to existing sanitary sewer stubs shall be "TV-ed" and air tested prior to the start of construction per the City of Roseville Design and Construction Standards, latest edition.

### **3.02 Installation**

- A. Installation of the specified pipe lines shall conform to the City of Roseville Design and Construction Standards, latest edition.
- B. Notify the Inspector a minimum of 48 hours prior to covering of work to ensure timely inspections.
- C. Cutting of AC or concrete paving shall be clean, vertical and straight, using a saw, or other tool specific to this application. Replace paving to existing or better condition prior to work.

- D. Trench and backfill shall be per City of Roseville Design and Construction Standards, latest edition.
- E. Catch basins and drain inlets shall be installed with a concrete collar with “No Dumping” message and fish symbol depressed into the concrete or bolted in place, consistent with Drawing DR-20 the City of Roseville Design and Construction Standards, latest edition.
- F. Drain inlets installed in mulched planter areas shall have a 12-inch wide collar of 2- to 6-inch river cobble placed over filter fabric.
- G. Channel drains shall be set per manufacturer’s instructions. Place slotted grates along the entire length of the backstop, including wing fencing, wherever concrete is placed adjacent to the backstop system. Provide a below grade piped connection at all gate openings into the infield area. Do not install grated drain sections at these entry/exit points.
- H. Manholes shall be per City of Roseville Design and Construction Standards, latest edition. Install grate flush with finish grade.
- I. Sanitary Sewer Clean-outs shall be installed with 3M ball markers and shall be located within planted or turf areas, whenever possible. Place clean-outs at 100’ intervals throughout the project. Clean-outs shall not be located within play areas. Install per City of Roseville Design and Construction Standards, latest edition.
- J. Upon completion, thoroughly flush storm drain system in the presence of the Parks Inspector.
- K. Trench Drain System (Channel Drain): Install as shown in the Drawings and in accordance with the manufacturer’s written recommendations.

### **3.03 Tracer Wire**

- A. Install tracer wire on top of the potable water lines
- B. Tracer wire shall be continuous with no splices.

### **3.04 Potable Water Warning Tape**

- A. To be used on all potable water piping installed within the same project limits as on-site recycled water piping.
- B. Install plastic warning tape in pipe backfill, six inches above pipe, for the entire length of the pipe.

### **3.05 Cleaning**

- A. Keep site clean at all times. Remove from the site all debris and rubbish and legally dispose.

**END OF SECTION**

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APPENDIX A - IRRIGATION SCHEDULE

IRRIGATION SCHEDULE REFERENCE DATA

PROJECT INFORMATION	
PROJECT NAME	Gibbons Park
LOCATION	1099 Roseville Parkway, Roseville, CA 95678
NEAREST WEATHER STATION LOCATION	FAIR OAKS

SOIL SAMPLE SUMMARY	
SAMPLE DATE:	
SAND	
SILT	
CLAY	

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1.07	2.40	2.89	3.16	6.81	7.61	7.62	7.34	5.25	3.72	1.30	1.30	1.61
6.98	5.70	5.11	2.92	1.18	0.34	0.90	0.90	0.35	2.00	4.23	5.72	
5.09	4.13	3.68	2.04	0.74	0.11	0.53	0.53	0.11	1.35	3.02	4.14	
0.00	0.00	0.00	1.12	6.08	7.51	7.10	6.82	5.14	2.37	0.00	0.00	0.00

Reference Eto (in./mo.)	
Historical average precipitation	
Effective precipitation (historical average -0.2" * 75%)	
Base required irrigation (in./mo.)	

HYDROZONE DATA

VALVE	DESCRIPTION (ORIENTATION, WATER USE)	KS	KD	KMC	KL	IRR TYPE	IE	PR	SOIL TYPE	BIR	AW	RZ	PAW	MAD	AD	AREA (SF)	% OF LANDSCAPE
1	Vine Planting - Medium Water Use	0.5	0.8	1.0	0.40	Bubbler	0.81	1.00	Sandy Clay Loam	0.5	0.08	12	0.96	50%	0.48	108	7.98%
2	Shrubs and Groundcover - Low Water Use	0.2	1.0	1.0	0.20	Subsurface	0.81	1.00	Sandy Clay Loam	0.5	0.08	12	0.96	50%	0.48	644	47.60%
3	Trees - Low Water Use	0.2	0.8	1.0	0.16	Bubbler	0.81	1.00	Sandy Clay Loam	0.5	0.08	36	2.88	50%	1.44	N/A	-
4	Parking Lot - Low Water Use	0.2	1.0	1.0	0.20	Subsurface	0.81	1.00	Sandy Clay Loam	0.5	0.08	12	0.96	50%	0.48	601	44.42%

Total Irrigated Area:

1353	100%
------	------

LEGEND: KS=SPECIES COEFFICIENT, KD=DENSITY COEFFICIENT, KMC=MICRO-CLIMATE COEFFICIENT, KL=LANDSCAPE COEFFICIENT, IE= IRRIGATION EFFICIENCY, PR = PRECIPITATION RATE, BIR = BASIC INTAKE RATE, AW = AVAILABLE WATER, RZ = ROOT ZONE, PAW = PLANT AVAILABLE WATER, MAD = MANAGED ALLOWABLE DEPLETION (%), AD = ALLOWABLE DEPLETION (INCHES).

WATERING SCHEDULE

Zone	Description	Days / Week	Cycles / Day	Min. / Cycle	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Vine Planting - Medium Water Use				0	0	0	3	3	4	4	4	4	1	0	0
	Max. Minutes / Cycle	30			0	0	0	3	14	13	12	12	9	16	0	0
2	Shrubs and Groundcover - Low Water Use				0	0	0	3	3	4	4	4	4	1	0	0
	Max. Minutes / Cycle	30			0	0	0	2	7	7	6	6	5	8	0	0
3	Trees - Low Water Use				0	0	0	3	3	4	4	4	4	1	0	0
	Max. Minutes / Cycle	30			0	0	0	2	6	6	5	5	4	7	0	0
4	Parking Lot - Low Water Use				0	0	0	3	3	4	4	4	4	1	0	0
	Max. Minutes / Cycle	30			0	0	0	1	1	1	1	1	1	1	0	0

Percentage adjustment: 1.50%

Total Irrigation System Runtime (during establishment)	Hrs	0.0	0.0	0.0	0.2	0.7	0.7	0.6	0.6	0.5	0.8	0.0	0.0
Maximum system runtime per irrigation day (single-station operation)	Hrs	0.0	0.0	0.0	0.2	0.7	0.7	0.6	0.6	0.5	0.8	0.0	0.0

Total Irrigation System Runtime (normal operation)

Maximum system runtime per irrigation day (single-station operation)	Hrs	0.0	0.0	0.0	0.1	0.5	0.4	0.4	0.4	0.3	0.5	0.0	0.0
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NOTE: SPRAY IRRIGATION SHALL ONLY OPERATE BETWEEN THE HOURS OF 8PM-10AM.

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## APPENDIX C - GEOTECHNICAL REPORT



### *Geotechnical Engineering Report*

#### **GIBSON PARK**

WKA No. 13232.01P

August 26, 2021

#### *Prepared for:*

Verde Design, Inc.

1843 Iron Point Road, Suite 140

Folsom, California 95630

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*Geotechnical Engineering Report*

**GIBSON PARK**

Roseville, California

WKA No. 13232.01P

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*Geotechnical Engineering Report*  
**GIBSON PARK**  
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*Geotechnical Engineering Report*

**GIBSON PARK**

Gibson Drive and Roseville Parkway

Roseville, California

WKA No. 13232.01P

August 26, 2021

**INTRODUCTION**

We have completed a geotechnical engineering investigation for the proposed Gibson Park development to be constructed northwesterly of the intersection of Gibson Drive and Roseville Parkway in Roseville, California. The purposes of our work have been to explore the existing soil and groundwater conditions at the site, and to provide geotechnical engineering conclusions and recommendations for the design and construction of the proposed park. This report presents the results of our work.

Work Scope

Our scope of work has included the following tasks:

1. site reconnaissance;
2. review of United States Geological Survey (USGS) topographic maps, geologic maps, historical aerial photographs, and available groundwater information;
3. subsurface exploration, including the drilling and sampling of six borings to depths of approximately four to 7½ feet below the existing ground surface;
4. performing two percolation tests and two infiltration tests at the site;
5. bulk sampling of near-surface soils;
6. laboratory testing of selected soil samples;
7. engineering analyses; and,
8. preparation of this report.

Figures and Attachments

This report contains a Vicinity Map as Figure 1; a Site Plan showing the boring locations as Figure 2; and, the Logs of Soil Borings on Figures 3 through 8. An explanation of the symbols and classification system used on the test pit logs is contained on Figure 11. Appendix A contains general information regarding project concepts, exploratory methods used during our field investigation, and laboratory test results that are not included on the logs.

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### Proposed Development

We understand the project will consist of the design and construction of new hardcourts (pickle ball courts, tennis courts, and basketball courts), a restroom building, shaded picnic area, turf fields, and sidewalks. Associated development is anticipated to consist of underground utilities, light poles, and pavements.

Grading plans were not available for review at the time this report was prepared. However, based on existing topography of the site, we anticipate cuts and fills of about one to five feet will be required to establish final subgrade levels across the majority of the site. However, deeper cuts and fills may be required to remove the existing stockpile and/or backfill drainage swales.

## **FINDINGS**

### Site Description

The proposed park site is located northwesterly of the intersection of Gibson Drive and Roseville Parkway in Roseville, California. The proposed park site is bounded to the northwest and northeast by existing residential development; to the southwest by Roseville Parkway; and, to the southwest by Gibson Drive.

At the time of our site investigations on July 12 and 13, 2021, the southern corner of the site was covered in asphalt concrete pavements and a portable trailer that supported an office. The remaining portion of the site was generally vacant and covered with low-lying native grasses and weeds. Overhead power/utility lines were located along the southwestern boundary of the site and overhead poles were located within the existing parking area.

A large stockpile was observed near the middle northern portion of the site with an observed height of about eight to 12 feet tall, a length of about 160 feet in a north to south orientation, and a width of about 50 to 65 feet in an east west direction.

Four drainage swales were observed on the site. One drainage swale was observed near the west portion of the site extending from the north to the south side of the property and had an observed depth ranging of about eight to 12 feet below existing site grades. The second drainage swale was observed near the north portion of the site and extends from the middle east to the east side of the site, it had an observed depth ranging from about five to 10 feet.



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below existing site grades. Two other shallower (i.e., less than five feet) drainage swales were observed adjacent to the east and south portions of the site.

Topography of the site slopes gently downward from northeast to southwest with surface elevations varying from about +185 feet relative to mean sea level (msl) along the northeast boundary of the site to about 175 feet msl at the southwest boundary of the site. The parking lot is about two to five feet lower in elevation than the surrounding subgrade.

During the drilling operations, the City of Roseville grout inspector informed our field engineer that much of the northern portion of the site and the stockpiles were likely fill from development of the nearby shopping centers by the Roseville Galleria were constructed.

#### Historical Aerial Photograph Review

We reviewed historical aerial photographs from the years 1947 through 2020. Review of the aerial photograph from 1947 indicates the site was vacant land. The site appears relatively unchanged in aerial photographs from 1957 and 1966. The aerial photograph from 1993 shows the site is relatively unchanged, however, Roseville Parkway has been constructed and the alignment of Gibson Drive is visible but does not appear to have been built. The residential development to the northwest is visible in the 2002 photograph and the development northeast of the site is visible in the 2003 photograph. Partial grading of the site appears to have been performed between 2002 and 2003 and the drainage ditch traversing the northwest end of the site is visible in the 2003 photograph.

The site appears to have remained relatively unchanged until sometime between 2006 and 2007. A 2007 photograph shows the existing parking area has been constructed and grading appears to be occurring at the southwest end of the site. The existing stockpile is visible in the 2007 photograph. The site appears to be relatively unchanged until October of 2020 when the existing trailer is visible. The trailer appears to have been placed between June of 2020 and October of 2020. The site appears to have remained essentially unchanged since October of 2020.

#### Site Geology

Review of the Department of Interior United States Geologic Survey publication "Geologic Map of the Late Cenozoic Deposits of the Sacramento Valley and Northern Sierra Foothills, California" revealed the site is mapped as being underlain by the Mehrten Formation which consists of two distinct units: a conglomerate of slightly to well-cemented rounded gravels,



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cobbles, and boulders in a matrix of sand and silt that sometimes contains layers of well-cemented sand stone; and, a volcanic mudflow breccia which consists of a hard rock unit composed of angular andesitic blocks, up to several feet in size, in a well-cemented matrix of volcanic ash. The mudflow breccia typically is a massive unit with few discontinuities except for irregular-spaced tension cracks in the surface.

#### Soil Conditions

The test borings indicate the surface and near-surface soils across the site consist of relatively dense, variable cemented silts with varying clay, silt, and sand contents to the explored four to 7½ foot depths of the borings. The variably cemented soils are locally referred to as “hardpan.” These soils are generally underlain by a cobble/boulder conglomerate in a matrix with silty sand and gravel.

However, undocumented fill soils were encountered within the upper two to four feet at borings D3 and D5. The fill is considered undocumented as the material was likely not placed as engineered fill in the presence of a geotechnical engineer’s representative.

Subsurface conditions observed during our exploration are consistent with the mapped geology described in the Site Geology section of this report. It should be noted that all borings were terminated due to practical auger refusal within the cobble/boulder conglomerate.

For detailed soil conditions at a particular location, please refer to the Logs of Soil Borings on Figures 3 through 8.

#### Groundwater

Free groundwater was not encountered within the test borings drilled on July 12, 2021 to the explored depths four to 7½ feet below existing site grades.

Our review of available groundwater information in the area indicates groundwater at the site is anticipated to be deeper than 50 feet below existing site grades.

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## CONCLUSIONS

### 2019 California Building Code Seismic Design Parameters

The project will be designed under the 2019 edition of the *California Building Code* (CBC). The 2019 CBC references the *American Society of Civil Engineers (ASCE), Minimum Design Loads and Associated Criteria for Buildings and Other Structures 7-16*. To assist with the structural design of the project, we have provided seismic design parameters for the 2019 CBC, which have been determined based on the site location and the web interface developed by the Structural Engineers Association of California (SEAOC) and the Office of Statewide Health Planning and Development (OSHPD) (<https://seismicmaps.org>).

The following seismic design parameters summarized below in Table 1 may be used for seismic design of the proposed improvements.

<b>TABLE 1: 2019 CBC/ASCE 7-16 SEISMIC DESIGN PARAMETERS</b>				
Latitude: 38.3763° N Longitude: 121.2766° W	ASCE 7-16 Table/Figure	2019 CBC Figure/Section/Table	Factor/ Coefficient	2019 CBC Values
0.2-second Period MCE	Figure 22-1	Figure 1613.2.1 (1)	$S_s$	0.437 g
1.0 second Period $MCE_R$	Figure 22-2	Figure 1613.2.1 (2)	$S_1$	0.220 g
Soil Class	Table 20.3-1	Section 1613.2.2	Site Class	C
Site Coefficient	Table 11.4-1	Table 1613.2.3 (1)	$F_a$	1.300
Site Coefficient	Table 11.4-2	Table 1613.2.3 (2)	$F_v$	1.500
Adjusted MCE Spectral Response Parameters	Equation 11.4-1	Equation 16-36	$S_{MS}$	0.568 g
	Equation 11.4-2	Equation 16-37	$S_{M1}$	0.330 g
Design Spectral Acceleration Parameters	Equation 11.4-3	Equation 16-38	$S_{DS}$	0.378 g
	Equation 11.4-4	Equation 16-39	$S_{D1}$	0.220 g
Seismic Design Category	Table 11.6-1	Table 1613.2.5 (1)	Risk Category I to IV	D
	Table 11.6-2	Table 1613.2.5 (2)	Risk Category I to IV	E

Notes:  $MCE_R$  = Risk-Targeted Maximum Considered Earthquake  
g = gravity

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### Liquefaction Potential

Based on the results of our subsurface exploration, the known geologic, seismic, groundwater and soil conditions, it is our opinion that the potential for liquefaction occurring at the site during seismic events does not exist.

### Bearing Capacity

Based upon our field and laboratory testing, it is our opinion the undisturbed native soils are capable of supporting the planned improvements. Our work also indicates engineered fills composed of native soils, or approved imported soils constructed in accordance with our recommendations, also will be capable of supporting the planned improvements.

However, the existing fill soils encountered at the site are not considered unsuitable for support of the proposed structures at the site, including foundations, floor slabs, and pavements due to the relatively loose and variable nature of the fill. Therefore, we recommend removing and replacing the existing fill soils with engineered fill in accordance with the recommendations of this report.

The extent and depth of the existing undocumented fill is anticipated to vary across the site. In general, we anticipate the majority of the existing fill that will require removal and replacement is between about two and four feet below the existing ground surface.

In addition, site development will include the removal of the existing soil stockpiles and backfilling the existing drainage swales and recompaction of surface soils across the site that have been disturbed due to previous site activities.

Clearing operations to remove the undocumented fill, soil stockpiles and clear the drainage swales of loose soil and debris will disturb the soils and create loose and variable soil conditions. Disturbed areas must be excavated to expose firm, undisturbed native soils and the excavations backfilled with engineered fill to provide adequate and uniform support for the planned structures and pavements. Undisturbed native soils, recompacted native soils, and engineered fill that is properly placed and compacted as recommended in this report will be capable of supporting the proposed structures and pavements.

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### Excavation Conditions

Near-surface soils of the Mehrten Formation should be excavatable with conventional earthmoving and trenching equipment typically used in the Roseville area. However, cemented soils ("hardpan") encountered in our borings may be slow to excavate with a standard, rubber-tired backhoe; however, specialized excavation equipment is not anticipated.

Soil sidewalls for the planned foundation excavations and shallow utility excavations may remain stable at near-vertical inclinations without significant caving for short periods of time. However, the near-surface existing fill and zones of cohesionless soils that are encountered may require excavation bracing or shoring to control sloughing or caving. If construction is performed during the rainy season, soil sidewalls may also experience sloughing or caving and may require excavation bracing or shoring.

Cemented cobble/boulder conglomerates of the Mehrten Formation will be difficult to excavate. Although slow excavation should be anticipated, large excavators (e.g. Caterpillar 245 and Komatsu PC750) can typically excavate utility trenches in this material. Large tractors (equivalent in size or larger than a Caterpillar D10) equipped with a single-tooth ripper typically are capable of ripping the cemented conglomerates. Pre-ripping of utility trench alignments with large tractors during mass grading can reduce difficulty during utility trenching.

Excavations deeper than five feet that will be entered by workers should be sloped, braced or shored in accordance with current Occupational Safety & Health Administration (OSHA) regulations. The contractor must provide an adequately constructed and braced shoring system in accordance with federal, state and local safety regulations for individuals working in an excavation that may expose them to the danger of moving ground.

Excavated materials should not be stockpiled directly adjacent to an open trench to prevent surcharge loading of the trench sidewalls. Excessive truck and equipment traffic should be avoided near open trenches. If material is stored or heavy equipment is operated near an excavation, stronger shoring would be needed to resist the extra pressure due to the superimposed loads.

Temporarily sloped excavations, if used, should be designed in accordance with OSHA standards and should be constructed no steeper than a one horizontal to one vertical (1H:1V) inclination.

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#### Soil Expansion Potential

The surface and near-surface soils at the site consist of silts with varying clay, silt, and sand contents. Laboratory testing of near-surface soils at the site revealed the near-surface sandy clays possess a very low expansion potential when tested in accordance with the ASTM D4829 test method (see Figures A1 through A3).

Based on the soil conditions encountered in our borings and results of the laboratory testing, special reinforcement of foundations and floor slabs, or special moisture conditioning during site grading to resist or control soil expansion pressures, are not considered necessary on this project provided the recommendations of this report are followed and the site grading and compaction operations are observed by a representative of the Geotechnical Engineer.

#### Soil Suitability for Engineered Fill Construction

The on-site soils encountered in our borings are considered suitable for use in engineered fill construction, provided these materials are free of rubble, rubbish, significant organic concentrations, and are at a workable moisture content appropriate for compaction. Imported materials, if necessary, should be granular and approved by our office prior to importing the materials to the site.

We anticipate the majority of the stockpiled materials are from areas adjacent to the project site and are likely suitable for use in engineered fill construction provided the stockpiled materials are free of rubble, rubbish, significant organic concentrations, and are at a workable moisture content appropriate for compaction. However, further exploration and/or testing may be required to verify the suitability of the stockpiled materials.

Cobble/boulder conglomerates and rocky materials should be suitable for use as fill material, provided they do not contain rubble, rubbish and organic concentrations. Boulders larger than 12 inches in diameter may be excavated during earthwork activities. Boulders would need to be broken down to a suitable size prior to placement if they will be used as engineered fill; as an alternative, boulders may be used within the deeper portions of fills.

#### Pavement Subgrade Quality

Laboratory test results indicate the near-surface soils exhibit moderate subgrade qualities for support of asphalt concrete pavements. Resistance ("R") values of 27 and 33 were obtained on near-surface soil samples tested in accordance with California Test 301. A design R-value of



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25 is considered appropriate for design of pavements at the site. Summaries of the R-value test results are presented on Figure A4.

#### Preliminary Soil Corrosion Potential

Two samples of near-surface soil were submitted to Sunland Analytical Lab for testing to determine pH, chloride and sulfate concentrations, and minimum resistivity to help evaluate the potential for corrosive attack upon buried concrete. The results of the corrosivity testing are summarized in the following table. Copies of the test reports are presented on Figures A5 through A8.

<b>TABLE 2</b> <b>SOIL CORROSIVITY TESTING</b>			
Analyte	Test Method	Sample Identification	
		D1 (2-2½')	D6-1 (2-2½')
pH	CA DOT 643 Modified*	6.23	6.27
Minimum Resistivity	CA DOT 643 Modified*	2680 Ω-cm	3480 Ω-cm
Chloride	CA DOT 422	9.1 ppm	4.7 ppm
Sulfate	CA DOT 417	6.8 ppm	9.7 ppm
Sulfate – SO <sub>4</sub>	ASTM D516	6.0 mg/kg	9.2 mg/kg

Notes: \* = Small cell method; Ω-cm = Ohm-centimeters; ppm = Parts per million; mg/kg=ppm

The California Department of Transportation Corrosion and Structural Concrete Field Investigation Branch, 2015 Corrosion Guidelines (Version 2.1), considers a site to be corrosive to foundation elements if one or more of the following conditions exists for the representative soil and/or water samples taken: has a chloride concentration greater than or equal to 500 ppm, sulfate concentration greater than or equal to 2000 ppm, or the pH is 5.5 or less. Based on this criterion, the on-site soils tested are not considered corrosive to steel reinforcement properly embedded within Portland cement concrete (PCC).

Table 19.3.1.1 – Exposure Categories and Classes, of American Concrete Institute (ACI) 318-19, Section 19.3 – Concrete Design and Durability Requirements, as referenced in Section 1904.1 of the 2019 CBC, indicates the severity of sulfate exposure for the sample tested is Exposure Class S0 (water-soluble sulfate concentration in contact with concrete is low and injurious sulfate attack is not a concern). The project structural engineer should evaluate the requirements of ACI 318-19 and determine their applicability to the site.



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Wallace-Kuhl & Associates are not corrosion engineers. Therefore, if it is desired to further define the soil corrosion potential at the site, a corrosion engineer should be consulted.

#### Groundwater Conditions and Seasonal Moisture

Based on our subsurface exploration and review of historical groundwater information in the vicinity of the site, the permanent groundwater table is anticipated to be deeper than 50 feet below existing site grades and should not be a significant factor in site development. However, perched groundwater may be encountered in excavations. Perched water may be present due to rainfall, surface run-off, or seepage from perched groundwater sources, especially if construction begins in the winter and early spring months. Perched water may also be encountered in excavations during earthwork and utility construction due to the relatively impermeable geologic materials at the site.

The geologic conditions at the site include hard, cemented cobble conglomerates of the Mehrten Formation. These geologic materials do not readily allow water to pass through them. As a result of the impermeable nature of these materials, it is not unusual to observe perched water above them either at the surface or in shallow excavations. Seepage can also occur through sloping ground that exposes these materials as a consequence of grading.

Perched water (seepage) is the result of the inability of rain or irrigation water to vertically migrate through the impermeable geologic materials at the site. Rain and irrigation water infiltrating the surface through topsoil, or permeable engineered fill, typically migrates downward to underlying dense and cemented materials, and then laterally or down-slope on top of the impermeable cemented materials. We emphasize that perched water does not represent the groundwater table, as the groundwater table is anticipated to be deeper than 50 feet below the general surface elevations at the site. If perched water is encountered during construction, standard sump pit and pumping procedures should be adequate to control localized perched water.

Although perched water and seepage can be controlled by appropriate drainage improvements constructed during landscaping, it is typically not possible to intercept all subsurface water in areas that are underlain by impermeable geologic materials such as those at this site.

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### Percolation Tests

On July 13, 2021, two percolation tests (P1 and P2) were performed at the approximate locations indicated in Figure 2. The percolation test pipe extended to depths ranging from about four to 4½ feet below the existing ground surface.

After a 24 hour period after drilling activities, the holes were re-filled and the percolation tests were performed by taking water level readings at various intervals. The readings were measured as a distance from the top of the percolation pipe to water surface. The drop in water was measured every 30 minutes. Percolation rates were calculated for each time interval.

The results of the tests are provided in the table below. These field test results are not intended to be design rates. They represent the results of our tests, at the depth and location indicated. The design rate should be determined by the drainage design engineer who should apply an appropriate factor of safety.

<b>TABLE 3a:</b> <b>PERCOLATION TEST LOCATION P1</b> <b>Diameter: 6 inches; Depth: 4½ feet</b>						
Elapsed Time (minutes)	Water Depth Initial (inches)	Water Depth Finish (inches)	Incremental Drop (inches)	Total Drop (inches)	Incremental Percolation Rate (in/hour)	Cumulative Percolation Rate (in/hour)
30	6¾*	8 <sup>3</sup> / <sub>16</sub>	1.474	1.438	2.875	2.875
30	8 <sup>3</sup> / <sub>16</sub>	9 <sup>3</sup> / <sub>16</sub>	1.000	2.438	2.00	2.4375
30	9 <sup>3</sup> / <sub>16</sub>	10 <sup>3</sup> / <sub>8</sub>	0.938	3.375	1.875	2.25
30	10 <sup>3</sup> / <sub>8</sub>	12 <sup>15</sup> / <sub>16</sub>	2.813	6.188	5.625	3.09375
30	12 <sup>15</sup> / <sub>16</sub>	14 <sup>7</sup> / <sub>16</sub>	1.500	7.688	3.00	3.075
30	14 <sup>7</sup> / <sub>16</sub>	15½	1.0625	8.750	2.125	2.9167
30	15½	16 <sup>7</sup> / <sub>16</sub>	0.938	9.688	1.875	2.768
30	16 <sup>7</sup> / <sub>16</sub>	17¼	0.813	10.500	1.625	2.625

\* Water added to percolation test hole prior to reading.

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<b>TABLE 3b:</b> <b>PERCOLATION TEST LOCATION P2</b> <b>Diameter: 6 inches; Depth: 4 feet</b>						
Elapsed Time (minutes)	Water Depth Initial (inches)	Water Depth Final (inches)	Incremental Drop (inches)	Total Drop (inches)	Incremental Percolation Rate (in/hour)	Cumulative Percolation Rate (in/hour)
30	6 $\frac{7}{8}$	6 $\frac{7}{8}$	0	0	0	0
30	6 $\frac{7}{8}$	6 $\frac{15}{16}$	0.0625	0.0625	0.125	0.0625
30	6 $\frac{15}{16}$	7	0.0625	0.125	0.125	0.083333
30	7	7 $\frac{1}{8}$	0.125	0.250	0.250	0.125
30	7 $\frac{1}{8}$	7 $\frac{5}{16}$	0.1875	0.4375	0.375	0.175
30	7 $\frac{5}{16}$	7 $\frac{7}{16}$	0.125	0.5625	0.250	0.1875
30	7 $\frac{7}{16}$	7 $\frac{9}{16}$	0.125	0.6875	0.250	0.196429
30	7 $\frac{9}{16}$	7 $\frac{11}{16}$	0.125	0.8125	0.250	0.203125

\* Water added to percolation test hole prior to reading.

#### Percolation Characteristics of the Subgrade Soils and Conclusions

Based on the percolation testing, our experience, and the soil conditions encountered at the borings and the percolation test locations, it is our opinion that a percolation rate of 0.20 inches per hour is appropriate for evaluation of percolation within the upper four feet of native soil at the site. Percolation test P1 is likely located in an area that was previously covered in undocumented fill and is not indicative of the variably cemented native soils anticipated at the site.

The drainage system should be designed by an experienced and qualified engineer familiar with the applicable regulatory agencies requirements. An appropriate factor of safety should be included in the overall design.

#### Infiltration Characteristics of the Subgrade Soils and Conclusions

Two infiltration tests (I1 and I2) were performed at the approximate locations indicated on Figure 2. The infiltration tests extended about one foot below the surrounding ground surface and were performed in general accordance with American Society of Testing and Materials (ASTM) D3385 to determine the infiltration rate of the near-surface subgrade soils. The testing rings were carefully pushed into the exposed soils and the rings were then carefully filled with clean, potable water. Water level measurements were obtained from both rings at 15- to 30-minute intervals.

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The soil conditions present at the infiltration test locations generally consisted of variably cemented silts, which is consistent with the soil conditions encountered in our borings. Infiltration rates of about one to two inches per hour were obtained during the tests. The cemented near-surface soils encountered at the boring and infiltration test locations at the site are considered to have very low infiltration characteristics.

Based on the infiltration testing, our experience, and the soil conditions encountered at the test pit and infiltration test locations, we recommend a surface infiltration rate of one inch per hour at the site.

## RECOMMENDATIONS

### General

Based on existing site topography and following removal of the existing soil stockpiles, we anticipate excavations and fills on the order of about one to five feet for development of the planned community park. The recommendations contained in this report are based upon this assumption.

The recommendations presented below are appropriate for typical construction in the late spring through fall months. The on-site soils likely will be saturated by rainfall in the winter and spring months, and will not be compactable without drying by aeration or the addition of lime (or a similar product) to dry the soils. Should the construction schedule require work to continue during the wet months, additional recommendations can be provided.

Site preparation should be accomplished in accordance with the provisions of this report and the appended specifications. A representative of the Geotechnical Engineer should be present during all earthwork operations to evaluate compliance with the recommendations and the guide specifications included in this report. The Geotechnical Engineer of Record referenced herein should be considered the Geotechnical Engineer that is retained to provide geotechnical engineering observation and testing services during construction.

### Site Clearing

Prior to grading, the proposed improvement areas should be cleared of the existing stockpile(s), surface and sub-surface debris, rubble, rubbish, and any other deleterious materials to expose native, undisturbed soils. Where practical, the clearing should extend a minimum of five feet



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beyond the limits of the proposed structural areas of the site. Existing underground utilities within the construction areas (if any), including associated backfill materials, should be completely removed and/or rerouted as necessary.

Soil stockpiles must be completely removed to expose firm undisturbed soil, as determined by the Geotechnical Engineer's representative. The stockpiled soil may be used as engineered fill, provided it is free of significant organics, rubble, rubbish, or other unsuitable materials. Clay soil generated from the stockpiles should not be used within the upper one foot structural areas.

If excavated asphalt concrete pavement or concrete flatwork is to be reused as engineered fill, it should be pulverized to fragments less than three inches in largest dimension and contain sufficient intermediate sized particles to form a compactable mixture and must be approved by the Geotechnical Engineer and City before placement.

We anticipate the soils exposed after removal of the existing pavements will be at elevated moisture contents, which may not allow the proper compaction to be achieved. It may be necessary to allow the soils beneath the existing pavements to dry for a period of time after the pavements are removed.

Existing surface organics within construction areas should be stripped from the site. Strippings maybe stockpiled for later use or disposed of offsite. Debris from the stripping should not be used in general fill construction areas supporting structures or pavements. With the prior approval of the Geotechnical Engineer, strippings may be used in landscape areas, provided they are kept at least five feet from the building pad and other surface improvements, moisture conditioned, and compacted. Discing of the organics into the surface soils may be a suitable alternate to stripping, depending on the condition and quantity of the organics at the time of grading. The decision to utilize discing in lieu of stripping should be made by the Geotechnical Engineer, or his representative, at the time of earthwork construction. Discing operations, if approved, should be observed by the Geotechnical Engineer, or his representative, and be continuous until the organics are adequately mixed into the surface soils to provide a compactable mixture of soil containing minor amounts of organic matter. Pockets or concentrations of organics will not be allowed.

Removal of vegetation should include rootballs and roots larger than ½-inch in diameter associated with larger weeds/brush and previously existing trees. Adequate removal of debris and tree roots may require laborers and handpicking to clear the subgrade soils to the satisfaction of our on-site representative.

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Depressions resulting from site clearing operations, as well as any loose, saturated, or organically contaminated soils, as identified by the Geotechnical Engineer's representative, should be cleaned out to firm, undisturbed soils and properly backfilled with engineered fill in accordance with the recommendations in this report. We consider it essential that the Geotechnical Engineer's representative be present during site clearing activities to verify the adequate removal of deleterious materials described above, and observe and evaluate the condition of the existing on-site materials.

#### Undocumented Fill Removal and Replacement

Undocumented fills, such as those encountered at boring D3 and D6, are considered unsuitable for support of structural improvements and should be excavated to firm, undisturbed native soils, as determined by the Geotechnical Engineer's representative.

Fills depths varied from about two to four feet below the existing ground surface, where encountered, at the boring locations. The lateral extent of the undocumented fills is anticipated to vary and undocumented fills may be encountered throughout the site due to previous site activities.

Fill depths are anticipated to vary across the site. Therefore, we recommend the contract documents include a unit price per cubic yard for the removal and replacement of undocumented fills. For bidding purposes, we suggest fill depths on the order of about three feet below the existing ground surface.

Where encountered, undocumented fills should be removed to expose undisturbed native soils. Where practical, the removal should extend a minimum of five feet beyond the limits of the proposed structural areas of the site.

Excavations and depressions from fill removal should be prepared as noted in the following Subgrade Preparation section and restored to grade with engineered fill placed in accordance with these recommendations.

#### Subgrade Preparation

Following the site clearing and undocumented fill removal operations, structural areas designated to receive fill, achieved by excavation or remain at grade, should be scarified to a depth of at least 12 inches, thoroughly moisture conditioned to at least the optimum moisture content and uniformly compacted to at least 90 percent relative compaction. Relative



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compaction should be based on the maximum dry density as determined in accordance with the American Society of Testing and Materials (ASTM) D1557 test method. Rocky materials should be compacted by at least three complete coverage's with a heavy, self-propelled, sheepsfoot compactor (such as a Caterpillar 825 or equivalent) and to the satisfaction of the Geotechnical Engineer's representative. One complete coverage is defined as the effort necessary to compact each square foot of soil.

In areas where hardpan is exposed and verified by the Geotechnical Engineer's representative at the final ground surface level, scarification and recompaction is not required.

Drainage ditches should be cleaned of organics, saturated and unstable soils to expose firm, stable native materials, and widened if necessary to accommodate the compaction equipment. Engineered fill should be placed in lifts as recommended in the Engineered Fill section of this report. Depending on the depth of the drainage ditch relative to the final ground surface, benching may be required during engineered fill placement. The benching requirements should be determined at the time of construction by the Geotechnical Engineer's representative. In general, benching will be required where fill differential is in excess of five feet.

Site preparation operations should extend at least two feet beyond structural areas of the site, where practical. Compaction should be performed using a heavy, self-propelled, sheepsfoot compactor (such as a Caterpillar 825 or equivalent) and be performed in the presence of the Geotechnical Engineer's representative. Difficulty in achieving subgrade compaction may be an indication of loose, soft or unstable soil conditions associated with prior site use. If these conditions exist, the loose, soft or unstable materials should be excavated to firm and stable soil conditions. The resulting excavations should be backfilled with engineered fill in accordance with the recommendations of this report.

Site preparation should be accomplished in accordance with the provisions of this report and the appended *Guide Earthwork Specifications* (Appendix B). The Geotechnical Engineer's representative should be present during site preparation and grading operations to evaluate compliance with the above recommendations and the guide specifications.

#### Engineered Fill Construction

The on-site soils encountered in our explorations are considered suitable for use as engineered fill provided they are at a workable moisture content, and do not contain rubbish, rubble, deleterious debris and organic concentrations.

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Rocky materials may also be used as engineered fill if they do not contain rubbish, rubble, deleterious debris and organic concentrations. Excessive concentrations of rocks should be avoided, as determined the Geotechnical Engineer's representative. Rocks should be spread and thoroughly mixed with soils to reduce the chances of voids being created within fill. Effort should be made to break down any rocks larger than 12 inches into smaller pieces during earthwork operations before use as engineered fill material. It may not be possible to eliminate all rocks larger than 12 inches from fill material without screening the fill material prior to placement; therefore, we recommend that rocks exceeding 12 inches in diameter be avoided in the upper two feet of fill. Rocks between 12 and 24 inches in diameter (large rocks) that cannot be reasonably broken down to less than 12-inch size particles may be selectively placed within the deeper portions of thick engineered fills, as determined by the Geotechnical Engineer's field representative. Large rocks used as engineered fill material should be separated to allow proper compaction around and over the rocks. Soils placed around large rock should be uniformly moisture conditioned and compacted to the satisfaction of the Geotechnical Engineer's representative in accordance with the recommendations presented in this report. Large rocks should be avoided in areas where later excavation is likely to occur, such as underground utilities. Rocks exceeding 24 inches in diameter should be broken into smaller pieces prior to use as fill, or removed from the construction area.

Imported fill materials, if required, should be well-graded, granular, compactable soils with an Expansion Index of 20 or less when tested in accordance with ASTM D4829, not contain particles greater than three inches in maximum dimension, and have corrosion characteristics within acceptable limits. The Geotechnical Engineer must approve import material before being transported to the project site. In addition, we recommend that the contractor supply certification for any imported fill materials that designates the fill materials do not contain known contaminants per Department of Toxic Substances Control's guidelines for clean fill.

Engineered fill consisting of native or import materials, with particle sizes that are predominantly less than  $\frac{3}{4}$ -inch, should be placed in horizontal lifts not exceeding six inches in compacted thickness and uniformly compacted to 90 percent the maximum dry density. Maximum dry densities shall be determined in accordance with ASTM D1557. Engineered fill should be thoroughly moisture conditioned to at least the optimum moisture content for granular/silty soils or at least two percent above the optimum moisture content for clay soils, and maintained in that condition.

A procedural compaction specification is recommended for fill materials containing high percentages of gravel, cobbles and rock fragments, as determined by the Geotechnical Engineer's representative. Fill materials containing high percentages of gravel and/or rock



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fragments should be placed in horizontal lifts about 12 inches in thickness, and thoroughly moisture conditioned to the full depth of each lift. Compaction of rocky fill materials should be achieved by a minimum of three complete coverages with a heavy, self-propelled, sheepsfoot compactor (such as a Caterpillar 825 or equivalent) and to the satisfaction of the Geotechnical Engineer's on-site representative. One complete coverage is defined as the process necessary to assure that every square foot of subgrade has been traversed and compacted by the compaction equipment. Large rocks that cannot be properly incorporated into the engineered fill should be removed from the fill.

The upper six inches of final soil subgrade for pavement areas achieved by fill, excavation, or left at existing grade, should be scarified, moisture conditioned, and compacted to at least 95 percent of the maximum dry density if the material is predominately less than  $\frac{3}{4}$ -inch, or by at least five complete coverages with a Caterpillar 825 compactor (or equivalent) if the subgrade materials are rocky. One complete coverage is defined as the process necessary to assure that every square foot of subgrade has been traversed and compacted by the compaction equipment. Final pavement subgrade processing and compaction should be performed after completion of underground utilities and must be stable under construction traffic prior to aggregate base placement.

In areas where hardpan is exposed and verified by the Geotechnical Engineer's representative at the final ground surface level, scarification and recompaction is not required.

Engineered fill placement should be accomplished in accordance with the recommendations of this section and the appended *Guide Earthwork Specifications* (Appendix B). We recommend the Geotechnical Engineer's representative be present during engineered fill placement operations to observe and test the fill to verify compliance with the recommendations of this report and the job specifications.

#### Utility Trench Backfill

Trenching for underground utilities will encounter variable materials consisting of loose to very dense alluvial soils, cemented cobble conglomerates, and engineered fill materials. Excavation conditions are described in the Excavation Conditions section of this report. Utility trenches deeper than five feet in depth that will be entered by workers should be sloped or shored in accordance with Cal/OSHA standards.

Bedding and initial backfill should conform to the City of Roseville standards and the requirements of the pipe manufacturers. Utility trench backfill materials may consist of on-site



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soils or approved granular import material. Utility trench backfill within structural areas should be mechanically compacted as engineered fill in accordance with the recommendations provided below. Native soil should be used as trench backfill within building pads to help minimize soil moisture variations beneath structures. Native soil backfill should extend at least five feet horizontally beyond perimeter foundation lines.

If utility trench backfill consist of soils with particle sizes that are predominately less than  $\frac{3}{4}$ -inch, the backfill material should be placed in maximum six-inch lifts, moisture conditioned to at least the optimum moisture content, and compacted to at least 90 percent of the ASTM D1557 maximum dry density. If the utility trench backfill consist of rocky backfill, the backfill material should be placed in maximum 12-inch lifts, moisture conditioned (as needed), and compacted using mechanical compaction methods. The lift thickness and number of passes to achieve proper compaction in rocky material will depend on rock size and the type of compaction equipment used.

Permeable materials used in utility trenches will transmit water due to the impermeable nature of the cemented geologic materials at the site. Where water migration through permeable utility trench materials is deemed detrimental, a trench dam consisting of concrete, controlled density fill or other suitable material should be constructed in the utility trench to inhibit the flow of water through the permeable materials. The trench dam should be at least one foot thick, extend at least six inches below the bottom of the trench, and extend at least 12 inches into the sides of the trench. The top of the trench dam should be about one foot above the top of any permeable material used in the trenches, such as bedding, shading or initial backfill material.

We recommend underground utility trenches that are aligned parallel with foundations be located at least three feet from the outer edge of foundations, wherever possible. As a general rule, trenches should not encroach into the zone extending outward at a one horizontal to one vertical (1H:1V) inclination below the bottom of foundations. Additionally, trenches parallel to foundations should not remain open longer than 72 hours to prevent drying and potential sloughing. The intent of these recommendations is to prevent loss of both lateral and vertical support of foundations, resulting in possible settlement.

#### Foundations Design

The proposed building and associated structures may be supported upon continuous and/or isolated spread foundations. We understand the light poles will be supported on drilled, cast-in-place reinforced concrete pier (drilled pier) foundations. Recommendations for both continuous and/or isolated spread foundations and drilled, cast-in-place reinforced concrete pier



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foundations are provided below. Note that drilling to construct drilled piers will be relatively difficult due to the variably cemented near-surface soils and relatively dense cobble/boulder conglomerate underlying the site.

#### *Conventional Shallow Foundations*

The proposed building and associated structures may be supported upon continuous and/or isolated spread foundations embedded at least 12 inches below lowest adjacent soil grade, provided the subgrade has been prepared as noted in the Subgrade Preparation section of this report. Lowest soil grade is defined as either the adjacent exterior soil grade or the soil subgrade beneath the building, whichever is lower. Continuous foundations should maintain a minimum width of 12 inches and isolated spread foundations should be at least 24 inches in plan dimension. Foundations so established may be sized for maximum net allowable soil bearing pressures 4000 psf for dead plus live loads, or 5333 psf for total loads, including the short-term effects of seismic or wind forces. The weight of the foundation concrete extending below lowest adjacent soil grade may be disregarded in sizing computations.

We recommend that all foundations be adequately reinforced to provide structural continuity, mitigate cracking and permit spanning of local soil irregularities. The structural engineer should determine final foundation reinforcing requirements.

Resistance to lateral foundation displacement may be computed using an allowable friction factor of 0.30, which may be multiplied by the effective vertical load on each foundation. Additional lateral resistance may be computed using an allowable passive earth pressure equivalent to a fluid pressure of 300 psf per foot of depth, acting against the vertical projection of the foundation. These two modes of resistance should not be added unless the frictional component is reduced by 50 percent since full mobilization of the passive resistance requires some horizontal movement, effectively reducing the frictional resistance.

We recommend that all foundation excavations be observed by the Geotechnical Engineer's representative prior to placement of reinforcement and concrete to verify firm bearing materials are exposed.

#### *Drilled, Cast-in-Place Reinforced Concrete Piers (Drilled Piers)*

Light poles and other ancillary structures may be supported on drilled, cast-in-place reinforced concrete piers extending at least five feet below lowest adjacent soil grade, provided subgrade has been prepared as noted in the Subgrade Preparation section of this report. Piers should



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have a minimum shaft diameter of at least 18 inches. Drilled piers may be sized utilizing a maximum allowable vertical bearing capacity of 5000 psf or an allowable skin friction of 300 psf for dead plus live loads, which may be applied over the surface of the pier. Those values may be increased by one-third to include short-term wind or seismic forces. The weight of foundation concrete below grade may be disregarded in sizing computations.

Uplift resistance of pier foundations may be computed using the following resisting forces, where applicable: 1) weight of the pier concrete (150 pounds per cubic foot) and, 2) the allowable skin friction of 300 psf applied over the shaft area of the pier. Increased uplift resistance can be achieved by increasing the diameter of the pier or increasing the depth.

The upper 12 inches of skin friction should be neglected for uplift and vertical bearing unless the pier is completely surrounded by slab concrete or pavements for a distance of at least three feet from the edge of the foundation pier.

Sizing of drilled piers to resist lateral loads can be evaluated using Section 1807.1 of the 2019 CBC. A value of 300 pcf for lateral bearing as defined in Table 1806.2 of the CBC may be used for the coefficients  $S_1$  and  $S_3$  for the non-constrained and constrained conditions, respectively. Per Table 1804.2 of the 2019 CBC, an increase of 1/3 is permitted when using the alternate load combinations in Section 1605.3.2 that include wind or earthquake loads. The upper 12 inches of the subgrade should be neglected for the non-constrained condition.

The bottom of the pier excavations should be free of loose or disturbed soils prior to placement of the concrete. Cleaning of the bearing surface should be verified by the Geotechnical Engineer's representative prior to concrete placement. The structural engineer should determine the necessary drilled pier reinforcement, if needed. Reinforcement and concrete should be placed in the pier excavations as soon as possible after excavation is completed to minimize the chances of sidewall caving into the excavations. Although we do not anticipate excessive sloughing of the sidewalls during pier construction, we recommend that the pier contractor be prepared to case the drilled pier holes if conditions require.

#### Interior Floor Slab Support

Interior concrete slab-on-grade floors can be supported upon the soil subgrade prepared in accordance with the recommendations in this report and maintained in that condition (at least the optimum moisture content). Slabs-on-grade should be at least four inches thick, and final thickness, reinforcement and joint spacing should be determined by the slab designer and/or the structural engineer. Proper and consistent location of the reinforcement near mid-slab is



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essential to its performance. The risk of uncontrolled shrinkage cracking is increased if the reinforcement is not properly located within the slab.

Floor slabs may be underlain by a layer of free-draining crushed rock, serving as a deterrent to migration of capillary moisture. The crushed rock layer should be at least four inches thick and graded such that 100 percent passes a one-inch sieve and no appreciable amount passes a No. 4 sieve. Additional moisture protection may be provided by placing a vapor retarder membrane (at least 10-mils thick) directly over the crushed rock. The membrane should meet or exceed the minimum specifications as outlined in ASTM E1745, and be installed in strict conformance with the manufacturer's recommendations.

Floor slab construction over the past 30 years or more has included placement of a thin layer of sand over the vapor retarder membrane. The intent of the sand is to aid in the proper curing of the slab concrete. However, recent debate over excessive moisture vapor emissions from floor slabs includes concern for water trapped within the sand. As a consequence, we consider the use of the sand layer to be optional and is not required from a geotechnical perspective. The concrete curing benefits should be weighed against efforts to reduce slab moisture vapor transmission.

The recommendations presented above are intended to mitigate any significant soils-related cracking of the slab-on-grade floors. More important to the performance and appearance of a Portland cement concrete slab is the quality of the concrete, the workmanship of the concrete contractor, the curing techniques utilized, and the spacing of control joints.

#### Floor Slab Moisture Penetration Resistance

It is considered likely that floor slab subgrade soils will become saturated at some time during the life of structures especially when slabs are constructed during the wet season or when constantly wet ground or poor drainage conditions exist adjacent to structures. For this reason, it should be assumed that interior slabs, particularly those intended for moisture-sensitive floor coverings or materials, require protection against moisture or moisture vapor penetration. Standard practice includes rock and membrane discussed above. However, the rock and membrane offer only a limited, first line of defense against soil-related moisture. Recommendations contained in this report concerning foundation and floor slab design are presented as *minimum* requirements only from the geotechnical engineering standpoint.

It is emphasized that the use of sub-slab gravel and vapor retarder membrane will not "moisture proof" the slab, nor does it assure that slab moisture transmission levels will prevent damage to



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floor coverings or other building components. They simply offer a first line of defense against soil related moisture. If increased protection against moisture vapor penetration of slabs is desired, a concrete moisture protection specialist should be consulted. The design team should consider all available measures for slab moisture protection. It is commonly accepted that maintaining the lowest practical water-cement ratio in the slab concrete is one of the most effective ways to reduce future moisture vapor penetration of the completed slab.

#### Retaining Walls

The retaining wall recommendations provided below, if required, are applicable for retaining walls less than five feet in height and not structurally connected to the proposed structures.

Retaining walls may be supported on a continuous foundation extending at least 18 inches into firm native ground or engineered fill constructed in accordance with the recommendation in this report. Continuous footings for retaining walls may be designed based upon the recommendations contained in the Foundation Design section of this report.

Retaining walls that will be allowed to slightly rotate about their base (unrestrained at the top or sides) should be capable of resisting "active" lateral earth pressure equal to an equivalent fluid pressure of 45 psf per foot of wall backfill for horizontal backfill and fully drained conditions. Retaining walls that are fixed at the top should be capable of resisting "at-rest" lateral earth pressure equal to an equivalent fluid pressure of 65 psf per foot of wall backfill, again assuming horizontal backfill and fully drained conditions. Walls supporting sloping backfill, up to a 2H:1V inclination, should be designed adding an additional 20 psf per foot of wall to the pressures presented above.

The seismic increment of earth pressure may be neglected if the maximum ground acceleration at the site is 0.4 g or less. Our analysis indicates the maximum ground acceleration will be about 0.186 g at the site; therefore, the seismic increment of lateral earth pressure may be neglected, and retaining walls associated with loading docks may be designed using the lateral earth pressures presented above for fully drained conditions.

Appropriate set-backs for structures constructed behind the walls should be maintained so that such structures do not surcharge the walls. If retaining walls will experience additional surcharge loading from other structures or vehicles, surcharge loading should be evaluated by the wall designer on a case-by-case basis.

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Backfill behind retaining walls should be fully drained to prevent the build-up of hydrostatic pressures behind the wall. Retaining walls should be provided with a drainage blanket of Class 2 permeable material, Caltrans Specification Section 68-2.02F(3), at least one foot wide extending from the base of wall to within one foot of the top of the wall. The top foot above the drainage layer should consist of compacted on-site materials, unless covered by a concrete slab or pavement. Weep holes or perforated rigid pipe, as appropriate, should be provided at the base of the wall to collect accumulated water. Drainpipes, if used, should slope to discharge at no less than a one percent fall to suitable drainage facilities. Open-graded ½- to ¾-inch crushed rock may be used in lieu of the Class 2 permeable material, if the rock and drain pipe are completely enveloped in an approved non-woven, geotextile filter fabric. Alternatively, proprietary drainage products, such a Miradrain 6200 or equivalent, may be used in lieu of the crushed rock drainage blanket.

Structural backfill materials for retaining walls (other than the drainage layer) should consist of non-expansive (Expansion Index less than 20), compactable granular material that does not contain significant quantities of rubbish, rubble, organics and rock over four inches in size. Clays, pea gravel and/or crushed rock should not be used for wall backfill. Structural backfill should be placed in lifts not exceeding eight inches in compacted thickness, and should be mechanically compacted to at least 90 percent relative compaction.

#### Exterior Flatwork

Soil subgrades supporting exterior concrete flatwork (i.e., sidewalks, patios, etc.) should be brought to at least the optimum moisture content and uniformly compacted prior to the placement of the concrete. Proper moisture conditioning of the subgrade soils is considered important to the performance of exterior flatwork. Expansion joints should be provided to allow for minor vertical movement of the flatwork. Exterior flatwork should be constructed independent of the perimeter building foundations and isolated column foundations by the placement of a layer of felt material between the flatwork and the foundation.

Exterior flatwork concrete should be at least four inches thick and consideration should be given to thickening the outside edge of the slabs to twice the slab thickness. Flatwork reinforcement for crack control, if desired, should be determined by the structural engineer. Exterior flatwork should be underlain by at least four inches of aggregate base and/or subbase compacted to at least 90 percent relative compaction.

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Practices recommended by the Portland Cement Association (PCA) for proper placement, curing, joint depth and spacing, construction, and placement of concrete should be followed during exterior concrete flatwork construction.

Areas adjacent to new exterior flatwork should be landscaped to maintain more uniform soil moisture conditions adjacent to and beneath flatwork. We recommend final landscaping plans not allow fallow ground adjacent to exterior concrete flatwork.

#### Pavement Design

Pavement design analysis has been performed based upon the procedures contained within the 6<sup>th</sup> Edition of the *California Highway Design Manual* utilizing design Traffic Indices considered appropriate for the planned park development, and the results of our laboratory testing (Figure A7). An R-value of 25 was used for the design of on-site pavements. The project civil engineer should determine the appropriate traffic index based on anticipated traffic conditions. Additional pavement sections can be provided upon request.

<b>TABLE 4 PAVEMENT DESIGN ALTERNATIVES R-Value = 25</b>			
Traffic Index (TI)	Traffic Condition	Asphalt Concrete (inches)	Class 2 Aggregate Base (inches)
3.5	Hard-courts	2½*	4
4.5	Automobile Parking Only	2½*	6
6.0	Driveways, Fire Lanes, Drive Aisles, etc.	2½	11
		3½*	9
7.0	Moderate to Heavy Traffic and Bus Lanes	3	13
		4*	11

\* Asphalt thickness contains Caltrans Factor of Safety.

We emphasize that the performance of a pavement is critically dependent upon uniform and adequate compaction of the soil subgrade, as well as all engineered fill and utility trench backfill within the limits of the pavement. The upper six inches of pavement subgrades should be compacted to at least 95 percent relative compaction at a moisture content of at least the



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optimum moisture content. We recommend that the final subgrade compaction be achieved following completion of underground utility line trench backfill, including electrical and irrigation systems, and within 48 hours prior to the placement of the aggregate base layer. Aggregate base utilized within the pavement section should be compacted to at least 95 percent relative compaction.

In the summer heat, high axle loads coupled with shear stresses induced by sharply turning tire movements can lead to failure in asphalt concrete pavements. Therefore, we recommend that consideration be given to using a PCC section in areas subjected to concentrated heavy wheel loading, such as entry driveways, bus maneuvering areas, and in front of trash enclosures. As a minimum, the concrete section subgrades should consist of at least six inches of PCC underlain by at least six inches of Class 2 aggregate base compacted to not less than 95 percent relative compaction. Construction of PCC pavements should be performed in accordance with applicable ACI or Portland Cement Association (PCA) standards. Portland cement concrete utilized in pavements should attain a compressive strength of at least 3500 pounds per square inch (psi) at 28 days.

Consideration should be given to using full-depth curbs between landscaped areas and pavements to serve as a cut off for water that could migrate into the pavement base materials or subgrade soils. Geotextile water barriers also could be used to prevent migration of water into pavement base materials, if extruded curbs are used. Proprietary geotextile moisture barriers and curb details should be reviewed and approved by our office prior to construction. Weep holes are recommended in parking lot drop inlets to allow accumulating water moving through the aggregate base to drain from beneath the pavements.

Earthwork construction within the limits of the pavements should be performed in accordance with the recommendation contained within this report. Materials used for pavement construction should conform to the appropriate sections of the *Caltrans Standard Specifications* and the City of Roseville standards, latest editions.

#### Site Drainage

Final site grading should be accomplished to provide positive drainage of surface water away from structures and prevent ponding of water adjacent to foundations, slabs and pavements. The grades adjacent to structures should be sloped away from the foundations at a minimum two percent slope for a distance of at least five feet, where possible. Roof gutter downspouts and surface drains should drain onto pavements or be connected to rigid, non-perforated piping.



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directed to an appropriate drainage point away from structures. Ponding of surface water should not be allowed adjacent to structures or pavements.

#### Geotechnical Engineering Construction Observation Services

Site preparation should be accomplished in accordance with the recommendations of this report. Representatives of the Geotechnical Engineer should be present during site preparation and all grading operations to observe and test the fill to verify compliance with our recommendations and the job specifications. Testing frequency will depend on how the site is graded and should be determined during the rough grading operations. These services are beyond the scope of work authorized for this investigation.

In the event that Wallace-Kuhl & Associates is not retained to provide geotechnical engineering observation and testing services during construction, the Geotechnical Engineer retained to provide these services should indicate in writing that they agree with the recommendations of this report, or prepare supplemental recommendations as necessary. A final report by the Geotechnical Engineer providing construction testing services should be prepared upon completion of the project.

#### **LIMITATIONS**

Our recommendations are based upon the information provided regarding the proposed project, combined with our analysis of site conditions revealed by the field exploration and laboratory testing programs. We have used our engineering judgment based upon the information provided and the data generated from our investigation. This report has been prepared in substantial compliance with generally accepted geotechnical engineering practices that exist in the area of the project at the time the report was prepared. No warranty, either express or implied, is provided.

If the proposed construction is modified or re-sited; or, if it is found during construction that subsurface conditions differ from those we encountered at the boring locations, we should be afforded the opportunity to review the new information or changed conditions to determine if our conclusions and recommendations must be modified.

We emphasize that this report is applicable only to the proposed construction and the investigated site, and should not be utilized for construction on any other site.



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The conclusions and recommendations of this report are considered valid for a period of three years. If design is not completed and construction has not started within three years of the date of this report, the report must be reviewed and updated if necessary.

Wallace - Kuhl & Associates



Mathew S. Moyneur  
Senior Engineer



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Spatial Data provided by Esri, NOAA, and USGS.  
 Projection: NAD 1983 2011 StatePlane California II FIPS 0402 Ft Us



**VICINITY MAP**  
**GIBSON PARK**  
 Roseville, California

<b>FIGURE</b>	<b>1</b>
<b>DRAWN BY</b>	RWO
<b>CHECKED BY</b>	JEL
<b>PROJECT MGR</b>	MSM
<b>DATE</b>	08/2021
<b>WKA NO.</b>	13232.01P

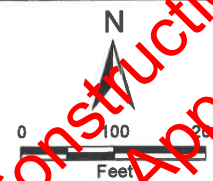
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- Approximate Double Ring Infiltration Test Location
- Approximate Percolation Test Location
- ◆ Approximate Soil Boring Location
- Approximate Site Boundary

Aerial imagery provided by Esri.  
Projection: NAD 1983 2011 StatePlane California II FIPS 0402 Ft US



**SITE PLAN**  
**GIBSON PARK**  
Roseville, California



FIGURE 2	
DRAWN BY	RWO
CHECKED BY	JEL
PROJECT MGR	MSM
DATE	08/2021
WKA NO.	13232.01P

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**Project:** Gibson Park  
**Project Location:** Roseville, California  
**WKA Number:** 13232.01P

## LOG OF SOIL BORING D1

Sheet 1 of 1

Date(s) Drilled	7/12/21	Logged By	JEL	Checked By	MSM
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling	Total Depth of Drill Hole	7.5 feet
Drill Rig Type	CME 75	Diameter(s) of Hole, inches	6	Approx. Surface Elevation, ft MSL	
Groundwater Depth [Elevation], feet	N/A	Sampling Method(s)	2.0" Modified California with 6-inch sleeve	Drill Hole Backfill	Neat Cement
Remarks	Bulk sample collected at 0'-3' below existing site grades.			Driving Method and Drop	140lb auto. hammer with 30" drop

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Brown, moist, very dense, variably cemented SILT (ML) with clay and sand; fine to medium grained sand, trace gravel						
					D1-1I	50/5"			
	5								
					D1-2I	50/3"			
			Increased sand content						
			Auger refusal at the maximum explored depth of 7.5 feet below existing site grade. Groundwater was not encountered.						

BORING LOG 13232.01P - GIBSON PARK GER.GPJ WKA.GDT 8/25/21 5:25 PM


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**Project:** Gibson Park  
**Project Location:** Roseville, California  
**WKA Number:** 13232.01P

## LOG OF SOIL BORING D2

Sheet 1 of 1

Date(s) Drilled <b>7/12/21</b>	Logged By <b>JEL</b>	Checked By <b>MSM</b>
Drilling Method <b>Solid Flight Auger</b>	Drilling Contractor <b>V&amp;W Drilling</b>	Total Depth of Drill Hole <b>4.5 feet</b>
Drill Rig Type <b>CME 75</b>	Diameter(s) of Hole, inches <b>6</b>	Approx. Surface Elevation, ft MSL
Groundwater Depth [Elevation], feet <b>N/A</b>	Sampling Method(s) <b>2.0" Modified California with 6-inch sleeve</b>	Drill Hole Backfill <b>Neat Cement</b>
Remarks <b>Bulk sample collected at 0'-4½' below existing site grades.</b>		Driving Method and Drop <b>140lb auto. hammer with 30" drop</b>

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Light brown, moist, dense, variably cemented, sandy SILT (ML) with gravel; fine grained sand, well cemented, trace clay		D2-11	41	7.5	90	
			Auger refusal at the maximum explored depth of 4.5 feet below existing site grade. Groundwater was not encountered.						

BORING LOG\_13232.01P - GIBSON PARK GER.GPJ WKA.GDT 8/25/21 5:25 PM

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**Project:** Gibson Park  
**Project Location:** Roseville, California  
**WKA Number:** 13232.01P

## LOG OF SOIL BORING D3

Sheet 1 of 1

Date(s) Drilled <b>7/12/21</b>	Logged By <b>JEL</b>	Checked By <b>MSM</b>
Drilling Method <b>Solid Flight Auger</b>	Drilling Contractor <b>V&amp;W Drilling</b>	Total Depth of Drill Hole <b>6.5 feet</b>
Drill Rig Type <b>CME 75</b>	Diameter(s) of Hole, inches <b>6</b>	Approx. Surface Elevation, ft MSL
Groundwater Depth [Elevation], feet <b>N/A</b>	Sampling Method(s) <b>2.0" Modified California with 6-inch sleeve</b>	Drill Hole Backfill <b>Neat Cement</b>
Remarks		Driving Method and Drop <b>140lb auto. hammer with 30" drop</b>

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Light brown, moist, medium dense, sandy SILT (FILL); fine to medium grained sand, trace gravel						
					D3-11	19	6.9	103	
	5		Light brown, moist, dense, variably cemented sandy SILT (ML) with trace gravel; fine to medium grained sand		D3-2				
			Auger refusal at the maximum explored depth of 6.5 feet below existing site grade. Groundwater was not encountered.						

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**Project:** Gibson Park  
**Project Location:** Roseville, California  
**WKA Number:** 13232.01P

## LOG OF SOIL BORING D4

Sheet 1 of 1

Date(s) Drilled <b>7/12/21</b>	Logged By <b>JEL</b>	Checked By <b>MSM</b>
Drilling Method <b>Solid Flight Auger</b>	Drilling Contractor <b>V&amp;W Drilling</b>	Total Depth of Drill Hole <b>7.0 feet</b>
Drill Rig Type <b>CME 75</b>	Diameter(s) of Hole, inches <b>6</b>	Approx. Surface Elevation, ft MSL
Groundwater Depth [Elevation], feet <b>N/A</b>	Sampling Method(s) <b>2.0" Modified California with 6-inch sleeve</b>	Drill Hole Backfill <b>Neat Cement</b>
Remarks		Driving Method and Drop <b>140lb auto. hammer with 30" drop</b>

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			Light brown, moist, variably cemented, sandy SILT (ML) with gravel						
				<input checked="" type="checkbox"/>	D4-1				
	5		Increased sand content	<input checked="" type="checkbox"/>	D4-2				
			Auger refusal at the maximum explored depth of 7 feet below existing site grade. Groundwater was not encountered.						

BORING LOG 13232.01P - GIBSON PARK GER.GPJ WKA.GDT 8/25/21 5:25 PM

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Project: Gibson Park  
 Project Location: Roseville, California  
 WKA Number: 13232.01P

## LOG OF SOIL BORING D5

Sheet 1 of 1

Date(s) Drilled <b>7/12/21</b>	Logged By <b>JEL</b>	Checked By <b>MSM</b>
Drilling Method <b>Solid Flight Auger</b>	Drilling Contractor <b>V&amp;W Drilling</b>	Total Depth of Drill Hole <b>4.0 feet</b>
Drill Rig Type <b>CME 75</b>	Diameter(s) of Hole, inches <b>6</b>	Approx. Surface Elevation, ft MSL
Groundwater Depth [Elevation], feet <b>N/A</b>	Sampling Method(s) <b>2.0" Modified California with 6-inch sleeve</b>	Drill Hole Backfill <b>Neat Cement</b>
Remarks <b>Bulk sample collected at 2½'-4' below existing site grades.</b>		Driving Method and Drop <b>140lb auto. hammer with 30" drop</b>

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			1½" Asphalt Concrete and 6" aggregate base						
			Brown, moist, variably cemented, sandy SILT (ML) with clay and trace gravel, fine grained sand						
					D5-1				
			Auger refusal at the maximum explored depth of 4 feet below existing site grade. Groundwater was not encountered.						

BORING LOG 13232.01P - GIBSON PARK GER.GPJ WKA.GDT 8/25/21 5:25 PM




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**Project:** Gibson Park  
**Project Location:** Roseville, California  
**WKA Number:** 13232.01P

## LOG OF SOIL BORING D6

Sheet 1 of 1


















Date(s) Drilled	7/12/21	Logged By	JEL	Checked By	MSM
Drilling Method	Solid Flight Auger	Drilling Contractor	V&W Drilling	Total Depth of Drill Hole	4.5 feet
Drill Rig Type	CME 75	Diameter(s) of Hole, inches	6	Approx. Surface Elevation, ft MSL	
Groundwater Depth [Elevation], feet	N/A	Sampling Method(s)	2.0" Modified California with 6-inch sleeve	Drill Hole Backfill	Neat Cement
Remarks	Bulk sample collected at 2½'-4½' below existing site grades.			Driving Method and Drop	140lb auto. hammer with 30" drop

ELEVATION, feet	DEPTH, feet	GRAPHIC LOG	ENGINEERING CLASSIFICATION AND DESCRIPTION	SAMPLE DATA			TEST DATA		
				SAMPLE	SAMPLE NUMBER	NUMBER OF BLOWS	MOISTURE CONTENT, %	DRY UNIT WEIGHT, pcf	ADDITIONAL TESTS
			1½" Asphalt Concrete and 8" aggregate base						
			Brown, moist, SILT (FILL) with sand; trace gravel, fine grained sand						
			Brown, moist, very dense, variably cemented, SILT (ML) with sand; trace gravel, fine grained sand		D6-11	50/5"			
			Auger refusal at the maximum explored depth of 4.5 feet below existing site grade. Groundwater was not encountered.						

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# UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2487)

MAJOR DIVISIONS		USCS <sup>4</sup>	CODE	CHARACTERISTICS
COARSE GRAINED SOILS (More than 50% of soil > no. 200 sieve size)	<u>GRAVELS</u> <sup>1</sup>  (More than 50% of coarse fraction > no. 4 sieve size)	GW		Well-graded gravels or gravel - sand mixtures, trace or no fines
		GP		Poorly graded gravels or gravel - sand mixtures, trace or no fines
		GM		Silty gravels, gravel - sand - silt mixtures, containing little to some fines <sup>2</sup>
		GC		Clayey gravels, gravel - sand - clay mixtures, containing little to some fines <sup>2</sup>
	<u>SANDS</u> <sup>1</sup>  (50% or more of coarse fraction < no. 4 sieve size)	SW		Well-graded sands or sand - gravel mixtures, trace or no fines
		SP		Poorly graded sands or sand - gravel mixtures, trace or no fines
		SM		Silty sands, sand - gravel - silt mixtures, containing little to some fines <sup>2</sup>
		SC		Clayey sands, sand - gravel - clay mixtures, containing little to some fines <sup>2</sup>
FINE GRAINED SOILS (50% or more of soil < no. 200 sieve size)	<u>SILTS &amp; CLAYS</u>  <u>LL &lt; 50</u>	ML		Inorganic silts, gravelly silts, and sandy silts that are non-plastic or with low plasticity
		CL		Inorganic lean clays, gravelly lean clays, sandy lean clays of low to medium plasticity <sup>3</sup>
		OL		Organic silts, organic lean clays, and organic silty clays
	<u>SILTS &amp; CLAYS</u>  <u>LL ≥ 50</u>	MH		Inorganic elastic silts, gravelly elastic silts, and sandy elastic silts
		CH		Inorganic fat clays, gravelly fat clays, sandy fat clays of medium to high plasticity
		OH		Organic fat clays, gravelly fat clays, sandy fat clays of medium to high plasticity
HIGHLY ORGANIC SOILS		PT		Peat
ROCK		RX		Rocks, weathered to fresh
FILL		FILL		Artificially placed fill material

## OTHER SYMBOLS

	= Drive Sample: 2-1/2" O.D. Modified California sampler
	= Drive Sampler: no recovery
	= SPT Sampler
	= Initial Water Level
	= Final Water Level
	= Estimated or gradational material change line
	= Observed material change line
<b>Laboratory Tests</b>	
CR	= Corrosion
PI	= Plasticity Index
EI	= Expansion Index
UCC	= Unconfined Compression Test (TSF)
TR	= Triaxial Compression Test
GR	= Gradational Analysis (Sieve/Hydro)
FC	= Wash (Fines Content)
PP	= Pocket Penetrometer Test (TSF)
PID	= Photo Ionization Detector Test (PPM)
RV	= Resistance ("R") Value

REF = Refusal (>50 blows in 6 inches)

## GRAIN SIZE CLASSIFICATION

CLASSIFICATION	RANGE OF GRAIN SIZES	
	U.S. Standard Sieve Size	Grain Size in Millimeters
BOULDERS (b)	Above 12"	Above 300
COBBLES (c)	12" to 3"	300 to 75
GRAVEL (g) coarse fine	3" to No. 4 3" to 3/4" 3/4" to No. 4	75 to 4.75 75 to 19 19 to 4.75
SAND coarse medium fine	No. 4 to No. 200 No. 4 to No. 10 No. 10 to No. 40 No. 40 to No. 200	4.75 to 0.075 4.75 to 2.00 2.00 to 0.425 0.425 to 0.075
SILT & CLAY	Below No. 200	Below 0.075

Trace - Less than 5 percent  
Few - 5 to 10 percent  
Little - 15 to 25 percent

Some - 35 to 45 percent  
Mostly - 50 to 100 percent

\* Percents as given in ASTM D2488

## NOTES:

- Coarse grained soils containing 5% to 12% fines, use dual classification symbol (ex. SP-SM).
- If fines classify as CL-ML (4<PI<7), use dual symbol (ex. SC-SM).
- Silty Clays, use dual symbol (CL-ML).
- Borderline soils with uncertain classification list both classification (ex. CL/ML).

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## APPENDICES

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**APPENDIX A**  
**General Project Information, Laboratory Testing and Results**

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APPENDIX A  
WKA No. 13232.01P

A. GENERAL INFORMATION

The performance of a geotechnical engineering study for the proposed Gibson Park project to be constructed northwesterly of the intersection of Gibson Drive and Roseville Parkway in Roseville, California, was authorized by our client, Verde Design, Inc., on June 24, 2021. Authorization was for an investigation as described in our proposal letter dated September 30, 2020, sent to Verde Design, Inc, whose mailing address is 1843 Iron Point Road, Suite 140, in Folsom, California 95630; telephone (916) 415-6550.

B. FIELD EXPLORATIONS


As part of our study for the proposed Gibson Park project, our field exploration included the drilling and sampling of six borings (D1 through D6) at the approximate locations shown in Figure 2, on July 12, 2013.

The borings were drilled at the site using a CME-75 truck-mounted drill rig equipped with six-inch-diameter, solid flight augers to depths ranging from about four to 7½ feet below existing site grades at the locations shown in Figure 2. At various intervals soil samples were recovered with a 2½-inch outside diameter (O.D.), 2-inch inside diameter (I.D.), modified California split-spoon sampler. The sampler was driven by an automatic 140-pound hammer freely falling 30 inches. The number of blows of the hammer required to drive the 18-inch-long sampler each 6-inch interval was recorded. The sum of the blows required to drive the sampler the lower 12-inch interval, or portion thereof, is designated the penetration resistance or "blow count" for that particular drive. The modified California samples were retained in 2-inch-diameter by 6-inch-long, thin walled brass tubes contained within the sampler. After recovery, the field representative visually classified the soil recovered in the tubes. After the samples were classified, the ends of the tubes were sealed to preserve the natural moisture contents.

In addition to the drive samples from the borings, representative bulk samples of near-surface soil were collected from select borings and retained in plastic bags at the locations. All samples were taken to our laboratory for additional soil classification and selection of samples for testing.

The Logs of Soil Borings containing descriptions of the soils encountered in each boring are presented as Figures 3 through 8. A Legend explaining the Unified Soil Classification System and the symbols used on the logs is contained in Figure 9.

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On July 13, 2021, two percolation tests (P1 and P2) were performed at the approximate locations indicated in Figure 2. The percolation test pipe extended to depths ranging from about four to 4½ feet below the existing ground surface.

After a 24 hour period after drilling activities, the holes were re-filled and the percolation tests were performed by taking water level readings at various intervals. The readings were measured as a distance from the top of the percolation pipe to water surface. The drop in water was measured every 30 minutes. Percolation rates were calculated for each time interval.

On July 13, 2021, two infiltration tests (I1 and I2) were performed at the approximate locations indicated on Figure 2. The infiltration tests extended about one foot below the surrounding ground surface and were performed in general accordance with ASTM D3385 to determine the infiltration rate of the near-surface subgrade soils. The testing rings were carefully pushed into the exposed soils and the rings were then carefully filled with clean, potable water. Water level measurements were obtained from both rings at 15- to 30-minute intervals.

#### C. LABORATORY TESTING

Selected undisturbed soil samples were tested to determine dry unit weight (ASTM D2937) and natural moisture content (ASTM D2216). The results of these tests are included on the boring logs at the depth each tested sample was obtained.

Three representative samples of the near-surface soil were subjected to Expansion Index testing (ASTM D4829). The results of these tests are presented on Figures A1 through A3.

Two bulk samples of near-surface soil were subjected to Resistance-value ("R") testing in accordance with California Test 301. The results of the R-value tests, which were used in the pavement design, are presented on Figure A4.

Two samples of representative near-surface soils were submitted to Sunland Analytical to determine the soil pH and minimum resistivity (California Test 643), Sulfate concentration (California Test 417 and ASTM D516) and Chloride concentration (California Test 422). The test results are presented on Figures A5 through A8.

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# EXPANSION INDEX TEST RESULTS

ASTM D4829

MATERIAL DESCRIPTION: Brown, lean clay with sand and trace gravel

LOCATION: D1

<u>Sample Depth</u>	<u>Pre-Test Moisture (%)</u>	<u>Post-Test Moisture (%)</u>	<u>Dry Density (pcf)</u>	<u>Expansion Index</u>
0' - 3'	12.6	23.2	99	3

## CLASSIFICATION OF EXPANSIVE SOIL \*

EXPANSION INDEX	POTENTIAL EXPANSION
<b>0 - 20</b>	<b>Very Low</b>
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

\* From ASTM D4829, Table 1

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# EXPANSION INDEX TEST RESULTS

ASTM D4829

MATERIAL DESCRIPTION: Brown, sandy lean clay with trace gravel

LOCATION: D5

Sample Depth	Pre-Test Moisture (%)	Post-Test Moisture (%)	Dry Density (pcf)	Expansion Index
2.5' -4'	13.0	21.0	100	1

## CLASSIFICATION OF EXPANSIVE SOIL \*

EXPANSION INDEX	POTENTIAL EXPANSION
0 - 20	Very Low
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

\* From ASTM D4829, Table 1

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# EXPANSION INDEX TEST RESULTS

ASTM D4829

MATERIAL DESCRIPTION: Brown, lean clay with trace sand and gravel

LOCATION: D6

<u>Sample Depth</u>	<u>Pre-Test Moisture (%)</u>	<u>Post-Test Moisture (%)</u>	<u>Dry Density (pcf)</u>	<u>Expansion Index</u>
2.5' -4.5'	9.7	17.8	110	0

## CLASSIFICATION OF EXPANSIVE SOIL \*

EXPANSION INDEX	POTENTIAL EXPANSION
<b>0 - 20</b>	<b>Very Low</b>
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

\* From ASTM D4829, Table 1

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# RESISTANCE VALUE TEST RESULTS

(California Test 301)

MATERIAL DESCRIPTION: Brown, sandy lean clay with trace gravel

LOCATION: D5 (2.5' - 4')

Specimen No.	Dry Unit Weight (pcf)	Moisture @ Compaction (%)	Exudation Pressure (psi)	Expansion		R Value
				(dial, inches x 1000)	(psf)	
1	113	16.7	166	0	0	25
2	114	16.0	250	0	0	28
3	116	15.2	376	0	0	42

R-Value at 300 psi exudation pressure = 33

MATERIAL DESCRIPTION: Brown, sandy lean clay with trace gravel

LOCATION: D6 (2.5' - 4.5')

Specimen No.	Dry Unit Weight (pcf)	Moisture @ Compaction (%)	Exudation Pressure (psi)	Expansion		R Value
				(dial, inches x 1000)	(psf)	
1	122	12.0	115	0	0	5
2	124	10.4	239	0	0	19
3	124	9.6	352	0	0	35

R-Value at 300 psi exudation pressure = 27



## RESISTANCE VALUE TEST RESULTS

GIBSON PARK  
Roseville, California

FIGURE A4

DRAWN BY RWO

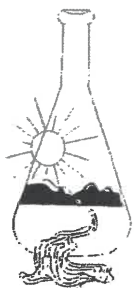
CHECKED BY JEL

PROJECT MGR MSM

DATE 08/2021

WKS NO. 13232.01P

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## Sunland Analytical

11419 Sunrise Gold Circle, #10  
Rancho Cordova, CA 95742  
(916) 852-8557

Date Reported 08/04/2021  
Date Submitted 07/28/2021

To: Jesus Lopez  
Wallace-Kuhl & Assoc.  
3050 Industrial Blvd  
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney  
General Manager \ Lab Manager

The reported analysis was requested for the following location:  
Location : 13232.01P Site ID : D1-1I.  
Thank you for your business.

\* For future reference to this analysis please use SUN # 85400-178074.

### EVALUATION FOR SOIL CORROSION

Soil pH	6.23		
Minimum Resistivity	2.68 ohm-cm (x1000)		
Chloride	9.1 ppm	00.00091	%
Sulfate	6.8 ppm	00.00068	%

### METHODS

pH and Min.Resistivity CA DOT Test #643  
Sulfate CA DOT Test #417, Chloride CA DOT Test #422m

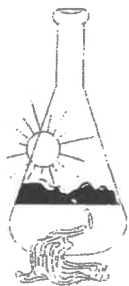


### CORROSION TEST RESULTS

GIBSON PARK  
Roseville, California

FIGURE	A5
DRAWN BY	RWO
CHECKED BY	JEL
PROJECT MGR	MSM
DATE	08/2021
WORK NO.	13232.01P

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For Council Approval



## Sunland Analytical

11419 Sunrise Gold Circle, #10  
Rancho Cordova, CA 95742  
(916) 852-8557

Date Reported 08/04/2021  
Date Submitted 07/28/2021

To: Jesus Lopez  
Wallace-Kuhl & Assoc.  
3050 Industrial Blvd  
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney  
General Manager \ Lab Manager

The reported analysis was requested for the following location:  
Location : 13232.01P Site ID : D1-11.  
Thank you for your business.

\* For future reference to this analysis please use SUN # 85400-178075.

### Extractable Sulfate in Water

Type of TEST	Result	Units
Sulfate-SO4	6.0	mg/kg

#### METHODS

ASTM D-516m from sat.paste extract-reported based on dry wt.

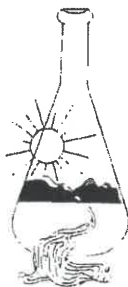


#### CORROSION TEST RESULTS

GIBSON PARK  
Roseville, California

FIGURE A6	
DRAWN BY	RWO
CHECKED BY	JEL
PROJECT MGR	MSM
DATE	08/2021
WKU NO. 13232.01P	

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For Council Approval



## Sunland Analytical

11419 Sunrise Gold Circle, #10  
Rancho Cordova, CA 95742  
(916) 852-8557

Date Reported 08/04/2021  
Date Submitted 07/28/2021

To: Jesus Lopez  
Wallace-Kuhl & Assoc.  
3050 Industrial Blvd  
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney  
General Manager \ Lab Manager

The reported analysis was requested for the following location:  
Location : 13232.01P Site ID : D6-1I.  
Thank you for your business.

\* For future reference to this analysis please use SUN # 85400-178072.

### EVALUATION FOR SOIL CORROSION

Soil pH	6.27		
Minimum Resistivity	3.48	ohm-cm (x1000)	
Chloride	4.7 ppm	00.00047	%
Sulfate	9.7 ppm	00.00097	%

### METHODS

pH and Min.Resistivity CA DOT Test #643  
Sulfate CA DOT Test #417, Chloride CA DOT Test #422m

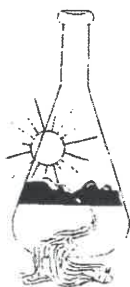


### CORROSION TEST RESULTS

GIBSON PARK  
Roseville, California

FIGURE	A7
DRAWN BY	RWO
CHECKED BY	JEL
PROJECT MGR	MSM
DATE	08/2021
WKA NO.	13232.01P

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For Council Approval



## Sunland Analytical

11419 Sunrise Gold Circle, #10  
Rancho Cordova, CA 95742  
(916) 852-8557

Date Reported 08/04/2021  
Date Submitted 07/28/2021

To: Jesus Lopez  
Wallace-Kuhl & Assoc.  
3050 Industrial Blvd  
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney  
General Manager \ Lab Manager

The reported analysis was requested for the following location:  
Location : 13232.01P Site ID : D6-11.  
Thank you for your business.

\* For future reference to this analysis please use SUN # 85400-178073.

### Extractable Sulfate in Water

Type of TEST	Result	Units
Sulfate-S04	9.2	mg/kg

### METHODS

ASTM D-516m from sat.paste extract-reported based on dry wt.



### CORROSION TEST RESULTS

GIBSON PARK  
Roseville, California

FIGURE	A8
DRAWN BY	RWO
CHECKED BY	JEL
PROJECT MGR	MSM
DATE	08/2021
WKA NO.	13232.01P

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**APPENDIX B**  
**Guide Earthwork Specifications**

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APPENDIX B  
GUIDE EARTHWORK SPECIFICATIONS  
**GIBSON PARK**  
Roseville, California  
WKA No. 13232.01P

**PART 1: GENERAL**

**1.1 SCOPE**

**A. General Description**

This item shall include all clearing of existing surface and subsurface structures, utilities, vegetation, rubbish, rubble, and associated items; preparation of surfaces to be filled, filling, spreading, compaction, observation and testing of the fill; and all subsidiary work necessary to complete the grading of the site to conform with the lines, grades and slopes as shown on the accepted Drawings.

**B. Related Work Specified Elsewhere**

- (1) Trenching and backfilling for sanitary sewer system: Section \_\_\_\_.
- (2) Trenching and backfilling for storm drain system: Section \_\_\_\_.
- (3) Trenching and backfilling for underground water, natural gas, and electric supplies: Section \_\_\_\_.

**C. Geotechnical Engineer**

Where specific reference is made to "Geotechnical Engineer" this designation shall be understood to include either the Geotechnical Engineer or his or her representative.

**1.2 PROTECTION**

- A. Adequate protection measures shall be provided to protect workers and passers-by the site. Streets and adjacent property shall be fully protected throughout the operations.
- B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

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- C. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.
- D. Adjacent streets and sidewalks shall be kept free of mud, dirt, or similar nuisances resulting from earthwork operations.
- E. Measures shall be taken to protect storm drains in adjacent depressed areas such that minimum siltation occurs in the drainage system.
- F. Surface drainage provisions shall be made during the period of construction in a manner to avoid creating a nuisance to adjacent areas.
- G. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance.

### 1.3 GEOTECHNICAL REPORT

- A. A *Geotechnical Engineering Report* (WKA No. 13232.01P, dated August 26, 2021) has been prepared for this site by Wallace - Kuhl & Associates, Geotechnical Engineers of West Sacramento, California [(916) 372-1434]. A copy is available for review at the office of Wallace - Kuhl & Associates.
- B. The information contained in this report was obtained for design purposes only. The Contractor is responsible for any conclusions the Contractor may draw from this report; should the Contractor prefer not to assume such risk, the Contractor should employ experts to analyze available information and/or to make additional borings upon which to base conclusions drawn by the Contractor, all at no cost to the Owner.

### 1.4 EXISTING SITE CONDITIONS

The Contractor shall become acquainted with all site conditions. If unshown active utilities are encountered during the work, the Architect shall be promptly notified for instructions. Failure to notify will make the Contractor liable for damage to these utilities arising from Contractor's operations subsequent to the discovery of such unshown utilities.

### 1.5 SEASONAL LIMITS

Fill material shall not be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rains, fill operations shall not be resumed until



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field tests indicate that the moisture contents of the subgrade and fill materials are satisfactory.

PART 2: PRODUCTS

2.1 MATERIALS

- A. All fill shall be of approved local materials from required excavations, supplemented by imported fill, if necessary. Approved local materials are defined as local soils that do not contain significant quantities of clay, rubble, rubbish and vegetation, and having been tested and approved by the Geotechnical Engineer prior to use.
- B. Imported fill materials shall be approved by the Geotechnical Engineer prior to being transported to the site; they shall meet the above requirements; shall have an Expansion Index not exceeding twenty (20) when tested in accordance with ASTM D4829; and, shall be of three-inch (3") maximum particle size. Imported fill materials to be used within pavement areas should possess a Resistance value of twenty five (25) or higher when tested in accordance with California Test 301. Import materials shall not contain known contaminants and be within acceptable corrosion limits, with appropriate documentation provided by the contractor.
- C. Capillary barrier material under floor slabs shall be provided to the thickness shown on the Drawings. This material shall be clean gravel or crushed rock of one-inch (1") maximum size, with less than five percent (5%) material passing a Number Four (#4) sieve.
- D. Other products, such as aggregate base, asphalt concrete and related asphaltic seal coats, tack coat, etc., shall comply with the appropriate provision of the State of California (Caltrans) Standard Specifications, latest edition.

PART 3: EXECUTION

3.1 LAYOUT AND PREPARATION

Lay out all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection of utilities prior to beginning actual earthwork operations.

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### 3.2 CLEARING, STRIPPING, AND PREPARING BUILDING PAD AND OTHER AREAS

- A. All surface and sub-surface items associated with previous site activities or development, including stockpiles, undocumented fill, utilities and associated backfill, vegetation, debris, and any other items encountered during site work and deemed unacceptable by the Geotechnical Engineer, shall be removed and disposed of so as to leave the disturbed areas with a neat and finished appearance, free from unsightly debris. Bushes and/or any other heavy vegetation, designated for removal shall include the rootball and all surface roots larger than one-half inch ( $\frac{1}{2}$ " ) in diameter. Adequate removal of debris and roots may require laborers and handpicking to clean the subgrade soils to the satisfaction of the Geotechnical Engineer's on-site representative, prior to further site preparation. All demolition debris shall be hauled off site.
- B. If any wells, septic systems, or tanks are encountered at the site, they should be properly abandoned in accordance with Placer County Environmental Health Department requirements.
- C. Excavations and depressions resulting from the removal of such items, as determined by the Geotechnical Engineer, shall be cleaned out to firm, undisturbed soils and backfilled with suitable materials in accordance with these specifications.
- D. All structural areas (building pads, pavements, exterior flatwork, etc.), shall be stripped of vegetation and organically laden topsoil. The stripping shall extend at least two feet (2') beyond the building pads (as defined in the *Geotechnical Engineering Report*), exterior flatwork areas, pavements and any other structural areas. With prior approval from the Geotechnical Engineer, strippings may be used in landscaped areas, provided they are kept at least five (5) from buildings pads and other surface improvements, moisture conditioned and compacted.
- E. After the Geotechnical Engineer's representative has identified stable soils at the bottom of the required over-excavations, the bottom of the required over-excavations, as well as areas to receive fill, achieved by excavation or remain at grade, shall be scarified to a depth of at least twelve inches (12"), thoroughly moisture conditioned to at least the optimum moisture content, and uniformly compacted to at least ninety percent (90%) of the maximum dry density as determined by ASTM D1557 Test Method or as defined in the *Geotechnical Engineering Report* if the material is too rocky to test.

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- F. In areas where hardpan is exposed and verified by the Geotechnical Engineer's representative at the final ground surface level, scarification and recompaction is not required.
- G. Compaction operations for all soil subgrades shall be undertaken with a heavy, self-propelled, sheepsfoot compactor capable of achieving the compaction requirements included in the *Geotechnical Engineering Report*.
- H. When the moisture content of the fill material is less than the optimum moisture content as defined by the ASTM D1557 Compaction Test, water shall be added until the proper moisture content is achieved.
- I. When the moisture content of the subgrade is too high to permit the specified compaction to be achieved, the subgrade shall be aerated by blading or other methods until the moisture content is satisfactory for compaction.
- J. Site clearing and subgrade preparation operations should extend at least two feet (2') beyond the building pads (as defined in the *Geotechnical Engineering Report*), exterior flatwork areas, pavements and any other structural areas.
- K. Compaction operations shall be performed in the presence of the Geotechnical Engineer who will evaluate the performance of the materials under compactive load. Loose, soft, saturated and/or unstable soils, as determined by the Geotechnical Engineer, shall be excavated to expose a stable base and grades should be restored with engineered fill in accordance with these specifications.

### 3.3 CONSTRUCTION OF SUBGRADES

- A. The selected soil fill material shall be placed in layers which when compacted shall not exceed six inches (6") in compacted thickness. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to promote uniformity of material in each layer.
- B. When the moisture content of the fill material is less than the optimum moisture content as defined by the ASTM D1557 Compaction Test, water shall be added until the proper moisture content is achieved.
- C. When the moisture content of the fill material is too high to permit the specified degree of compaction to be achieved, the fill material shall be aerated by blading or other methods until the moisture content is satisfactory.
- D. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to at least ninety percent (90%) as determined by the ASTM D1557 Compaction Test or as defined in the *Geotechnical Engineering*



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*Report* if the material is too rocky to test. Compaction shall be undertaken with equipment capable of achieving the specified density and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the desired density has been obtained.

- E. The filling operations shall be continued until the fills have been brought to the finished slopes and grades as shown on the accepted Drawings.

### 3.4 FINAL SUBGRADE PREPARATION

- A. Final subgrade for building pads and exterior flatwork areas (i.e., sidewalks, picnic areas, etc.), shall be constructed in accordance with Section 3.2 and Section 3.3 of these specifications. Subgrades for support of concrete slabs-on-grade shall be kept lightly moistened and/or protected from disturbance or rutting until covered by capillary break material or aggregate base. Disturbed or rutted subgrade soils may require additional processing and recompaction, depending on the level of disturbance.
- B. Final subgrade for pavements shall be constructed in accordance with Section 3.2 and Section 3.3 of these specifications. The upper six inches (6") of final pavement subgrades shall be brought to a uniform moisture content of at least the optimum moisture content, and shall be uniformly compacted to not less than ninety-five percent (95%) as determined by ASTM D1557 Compaction Test or as defined in the *Geotechnical Engineering Report* if the material is too rocky to test, regardless of whether final subgrade elevations are attained by filling, excavation or are left at existing grades. Subgrades for support of pavements shall be kept lightly moistened and/or protected from disturbance or rutting until covered by aggregate base. Disturbed or rutted subgrade soils may require additional processing and recompaction, depending on the level of disturbance.

### 3.5 TESTING AND OBSERVATION

- A. Grading operations shall be observed by the Geotechnical Engineer, serving as the representative of the Owner.
- B. Field density tests shall be made by the Geotechnical Engineer after compaction of each layer of fill. Additional layers of fill shall not be spread until the field density tests indicate that the minimum specified density has been obtained.
- C. Earthwork shall not be performed without the notification or approval of the Geotechnical Engineer. The Contractor shall notify the Geotechnical Engineer at



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least two (2) working days prior to commencement of any aspect of the site earthwork.

- D. If the Contractor should fail to meet the technical or design requirements embodied in this document and on the applicable plans, the necessary readjustments shall be made by the Contractor until all work is deemed satisfactory, as determined by the Geotechnical Engineer and the Architect/Engineer. No deviation from the specifications shall be made except upon written approval of the Geotechnical Engineer or Architect/Engineer.

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## DRAWINGS

Project: Gibson Park

Gibson Park plans dated 05/20/22 by  
Verde Design, Inc.

DRAW

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TEXT OF AB 626

**Assembly Bill No. 626**

**CHAPTER 810**

***An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.***

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on 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.

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By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

**SECTION 1.** Section 9204 is added to the Public Contract Code, to read:

**9204. (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.

(B) "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) 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

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repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**SECTION 2.**

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

**SECTION 3.**

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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