

STAFF REPORT



Meeting Date: March 17, 2021
To: Board of Directors
From: Michael J. Aho – District Administrator
Subject: Approval of Contract for Purchasing and Installing Playground Equipment for Streng Park

I. Recommendation

Authorize the District Administrator to execute the contract with Playcore Wisconsin, Inc. dba Gametime to purchase and install the playground equipment for Streng Park in the amount of One hundred Forty-seven thousand Nine hundred Ten dollars and 21/100 (\$147,910.21). (Attachment A)

II. Background

The District received the land for Streng Park from Sacramento County in November 18, 2018. Planning for the development of the park began shortly after that. Funding sources were identified in 2019 and the park development plans were created by Verde Designs.

The price of the play equipment including installation was obtained using cooperative contracts through Omnia. Omnia cooperative purchasing provides Government Agencies the opportunity to use services by vetted companies through contracts that are competitively solicited and publicly awarded. Use of cooperative contracts reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide.

Gametime's bid provides best pricing for Playground Equipment, Site Accessories, Surfacing and related products and services. Discounts vary by product line, from 3%-24%. Using Omnia for the bidding of the equipment saved the District \$13,699.97 based on Gametime's retail pricing. The District received an additional discount of \$83,400 to purchase the playground equipment through the California Parks and Recreation Society

Statewide Play Initiative which was awarded to the District in September 2019.

III. Problem /Situation/ Request

Gametime will coordinate installation of the playground equipment with Olympic Land Construction who is the General Contractor for the construction of Streng Park. Notice to proceed will be issued by the District and Construction will be completed by July 9, 2021, Punchlist, and project acceptance by July 30, 2021 and close-out completion by September 10, 2021.

Estimated development cost of Streng Park is \$826,010.21 and the estimated budget was \$833,736.00. Total estimated cost under budget is \$7,725.79.

IV. Financial Analysis

General Contract bid amount-\$678,100

Playground Equipment Purchase and installation-\$147,910.21

Development cost of Streng Park- \$826,010.21

Funds for the development cost of Streng Park will come from the following sources:

- \$200,000 from Measure J General Obligation Bonds
- \$177,952 from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018-Per Capita Grant Program (Prop 68)
- \$448,058.21 Park District Impact Fees

Respectfully Submitted,

Michael J. Aho
District Administrator

Attachment A-Contract

PUBLIC WORKS CONSTRUCTION CONTRACT

This CONTRACT is made this February, 2021, by and between Fair Oaks Recreation and Park District ("District") and Playcore Wisconsin, Inc. dba Gametime, a (Wisconsin Corporation) ("Contractor"), who agree as follows:

1. Scope of Work. The following documents constitute the contract between the parties: this Public Works Contract, including all exhibits, and bid specifications, drawings and plans (collectively the "Contract"). For purposes of this Contract, the "Work" shall mean the scope of work described as follows:

a) As outlined in Playcore dba Gametime's Quote #93483-01-08, dated 08/05/2020 (Exhibit A), the scope of work includes: Provide and install various playground equipment apparatuses as listed and described in Exhibit A. Should the scope of work, terms or conditions of Playcore dba Gametime's Quote #93483-01-08, dated 08/05/2020 conflict with the scope of work, terms or conditions of this agreement (including the Project Manual), this agreement shall govern.

b) Documents listed in Exhibit B are incorporated not this contract by reference. Copies can be provided upon request.

c) **Work to commence at the direction of the District or its Construction Manager (ICS, Inc.).**

d) The project job site locations are listed below.

Site Name	Address
Jim Streng Park (aka Swallow Way Park)	8855 Swallow Way, Fair Oaks, CA 95628

2. Time of Completion. The Work shall be completed in accordance with the contract requirements incorporated by reference. The parties agree that time is of the essence for the performance of this Contract.

3. Contractor's Performance. Contractor shall construct, install, perform and do the Work, and shall furnish, provide and pay for all labor, equipment, materials, tools, supplies, transportation, permits, sales and taxes, and shop drawings necessary or appropriate to complete the Work. Contractor shall perform in the Work in a good and workmanlike manner, and such Work shall be done to the approval and satisfaction of District.

4. Contract Price and Payments.

a) If Contractor performs the Work in accordance with this Contract and to the satisfaction of District, District shall pay Contractor in the amount not to exceed the sum of **One hundred Forty-seven thousand Nine hundred- ten dollars and 21/cents (\$147,910.21)**, unless otherwise agreed to in writing by District. No payment, including all progress payments and the final payment, shall be made to Contractor in excess of 95% of the percentage of Work actually completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, District. The 5% not paid shall be withheld by District until final completion and acceptance of the Work. However, in lieu of withholding of money, and in accordance with the provisions of California Public Contract Code section 22300, Contractor may substitute securities to ensure performance under the Contract.

b) If payment is to be made by progress payments, then, in accordance with California Public Contract Code section 20104.50, a written payment request from Contractor shall be reviewed by District as soon as practicable in order to determine whether it is proper. If District determines it not to be a proper payment request suitable for payment, then District shall return it to Contractor with a written explanation of the deficiencies as soon as practicable, but not later than seven days after receipt of the payment request. If District determines the payment request to be properly submitted and undisputed, the District shall make the payment to Contractor within 30 days after receipt of the payment request. If District does not pay a properly submitted and undisputed payment request within this 30-day period, then District shall pay interest on the overdue amount to Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This subsection shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of District.

- c) No progress or final payment shall be considered or construed to be an approval or acceptance of any Work, materials or equipment, or a waiver of any breach or default. Estimated amounts and values of Work done and materials and equipment incorporated into the Work will be conformed with actual amounts and values as they become available in subsequent progress payments and the final payment. All payments will be subject to correction in subsequent progress payments and the final payment.

5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, regulations and ordinances applicable to the performance of the Work, including applicable Cal-OSHA worker safety regulations.

6. Permits and Licenses. It is not anticipated that there will be any permitting required as part of this project. The Owner will obtain any permits from the governing jurisdictions. The Contractor shall provide the governing jurisdiction all required information requested, including but not limited to CA license number, and proof of workman's compensation insurance. Licenses and easements necessary for the performance of the Work shall be obtained and paid for by Contractor. Contractor shall hold the following classification or type of a current and valid California contractor's license for the Work: **Contractor Class C61/D34 Prefabricated Equipment.**

7. Bonds. Payment and performance bonds are required and included in the Contractor's price.

8. Authority of Owner's Representative. ("Owner's Representative") is the representative of District for purposes of this Contract and has full authority to interpret the Contract, to conduct the construction review and inspection of Contractor's performance, and to decide questions which arise during the course of the Work; and his/her decisions on these matters shall be final and conclusive. The Owner's Representative has the authority to reject all Work and materials which do not conform to the Contract and has the authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Owner's Representative's right and authority is limited to rejection of unsatisfactory Work or methods. District and the Owner's Representative do not bear any responsibility for Contractor's safety practices or procedures. Any order given by the Owner's Representative, not otherwise required by the Contract to be in writing shall, on request of Contractor, be given or confirmed by the Owner's Representative in writing. Whenever Work, methods of procedure, or any other matters are made subject to direction or approval of District, such direction or approval will be given by the Owner's Representative.

9. Contractor's Understanding. Contractor acknowledges that it has, by careful investigation and inspection, satisfied itself as to the nature and location of the job site; the ground, character, quality and quantity of the materials and conditions to be encountered, including subsoil conditions, if applicable; the character and amount of labor, equipment, supplies and materials needed preliminary to and during the performance of the Work; and all other matters which can in any way affect the Work under this Contract. Contractor further acknowledges that neither District nor the Owner's Representative have made any representations whatsoever concerning job site conditions, except for such representations that may have been made in writing in the Contract.

10. Changes in the Work. District may, at any time, by written change order make changes in the Work, or extend the time to complete the Work, as deemed necessary by District. If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of the Contract, there shall be an equitable adjustment in the Contract price. The price adjustment shall be determined by one of the following methods in the order of precedence listed:

- a) Mutually agreed-upon lump sum or unit price adjustment.
- b) Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight & delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus 15% mark-up for overhead and profit. For price adjustments under this subsection, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents, including payroll records, invoices, purchase orders, contracts and lease agreements.

11. Guarantee.

- a) Contractor unconditionally guarantees all materials and workmanship furnished under this Contract and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective or improperly installed. Contractor shall repair or replace to the satisfaction of District any or all such Work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other Work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one year from the date of District's acceptance of the Work. This guarantee does not excuse Contractor for any other liability related to defective Work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the Work, if any, upon completion of the Work and prior to final payment.
- b) In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defect repaired and made good at the expense of Contractor who will pay the costs and charges for such repair immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

12. Suspension of Work. District may suspend the Work wholly or in part, for such period as District may deem necessary, due to unsuitable weather or to any other conditions District considers unfavorable for the suitable performance of the Work, including the improper performance of the Work by Contractor. Contractor shall immediately comply with such written order of District to suspend the Work wholly or in part and shall be paid for the Work performed to the date of suspension, except for improperly performed Work. The suspended Work shall be resumed only when ordered by District.

13. Termination.

- a) This Contract may be terminated at any time by District by giving 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be compensated for actual Work performed to the date of termination as calculated by District based on the Contract price and payment provisions above.
- b) If District terminates the Contract because of Contractor's failure to do the Work with such diligence as will ensure the completion of the Work within the time specified in the Contract, then District may take over the Work and pursue the same to completion by using another contractor or any other method District deems expedient. In this event, District may also take possession and control of, and utilize in completing the Work, any and all materials, supplies, tools and equipment delivered to the site of the Work by Contractor or by its suppliers or subcontractors. The materials, supplies, tools and equipment remaining after completion of the Work shall be returned to Contractor.

14. Prevailing Wages. Contractor agrees to pay all workers employed on this Work not less than the general prevailing rate of per diem wages for Work of a similar character in the locality of District, and not less than the general rate of per diem wages for holiday and overtime work, as established pursuant to the California Labor Code and applicable regulations and orders. A copy of the applicable prevailing rate of per diem wages is available to any interested person at the administrative offices of District. Contractor shall obtain and post a copy of such prevailing wage rates at the job site. Contractor shall also comply with the provisions of California Labor Code section 1775, including provisions which require Contractor to (a) forfeit as penalty to District not more than \$50 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which said worker was paid less than the prevailing wage.

15. Labor Discrimination. Contractor agrees to comply with section 1735 of the California Labor Code, which prohibits discrimination in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, except as may be permitted by law.

16. Eight-Hour Day Limitation.

- a) Contractor agrees that eight hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the Work under this Contract, shall be required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week; provided that subject to California

Labor Code section 1815, a worker may perform work in excess of eight hours per day or 40 hours per week at not less than one and one-half times the basic rate of pay.

- b) Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of \$25 for each worker employed in the execution of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to Work more than eight hours in any one day and 40 hours in any one calendar week in violation of California Labor Code sections 1810-1815.

17. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work, and shall make such payroll record available for inspection, in accordance with the requirements of California Labor Code section 1776. Contractor shall be responsible to ensure compliance with section 1776.

- a) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing wage determinations are available at: <http://www.dir.ca.gov/oprl/pwd/Northern.html>. Contractor is required to upload all payroll records to DIR on a weekly basis. The District is then required to download all payroll records uploaded by the contractor, from the DIR website on a weekly basis as well.

18. Employment of Apprentices. Contractor shall comply with, and take such actions as necessary to effectuate, the apprentice employment requirements as set forth at California Labor Code sections 1777.5, 1777.6 and 1777.7.

19. Ineligible Subcontractors. Contractor shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html

20. Superintendence. Contractor shall designate in writing before starting Work an individual as authorized representative who shall have the authority to represent and act for Contractor. This authorized representative shall be present at the Work site at all times while Work is actually in progress. When Work is not in progress and during periods of Work suspension, arrangements acceptable to the Owner's Representative shall be made for any emergency work that may be required.

21. Inspection and Testing of Work.

- a) Unless otherwise provided, all equipment, supplies, materials, and Work shall be subject to inspection and testing by the Owner's Representative. The Owner's Representative will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the Contract. The Owner's Representative shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Observations, inspections or testing by the Owner's Representative shall not relieve Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable Work, and to provide adequate safety precautions, in conformity with the Contract.
- b) Contractor shall provide access to the Owner's Representative and other agents of District, and agents of the federal, state, or local government at all reasonable hours for inspection and testing to ascertain compliance with the Contract and applicable laws and regulations. Contractor shall cooperate in providing such access, and shall, upon request by the Owner's Representative, promptly provide safe and convenient facilities, labor and materials reasonably needed by the Owner's Representative for performing all inspection and tests.
- c) If, after any inspection or testing by the Owner's Representative, District finds any of the Work to be unacceptable, defective or nonconforming, then Contractor at its sole cost and expense shall replace or repair the Work to the satisfaction of the Owner's Representative. If any Work required to be tested or inspected was installed, covered, or buried without inspection or testing, then, upon request by the Owner's Representative, Contractor shall at its sole cost and expense remove or uncover the Work such that it may be inspected or tested, and replace the Work after completion of the inspection or testing.

Upon failure of Contractor to comply with any order of the Owner's Representative made under this section, District may cause the unacceptable, defective or nonconforming Work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due Contractor.

22. Character of Worker. If any employee of Contractor or any of its subcontractors shall be incompetent or act in a disorderly or improper manner, he or she shall be removed from the project Work immediately, and such person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against District, or any of its officers or agents.

23. Trade Names and Alternatives. For convenience in designation in the Contract, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, so long as Contractor shows to the satisfaction of District that the acceptable quality and suitability of the alternative(s).

24. Protection of Work and Safety.

- a) Contractor shall be responsible for the care of all Work until its completion and final acceptance by District; and it shall at its own expense replace damaged or lost materials or supplies and repair damaged parts of the Work.
- b) Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, and local laws, ordinances, and codes. Contractor shall carefully instruct all personnel as to potential dangers and shall provide such necessary safety equipment and instruction as may be necessary to prevent injury to personnel and damage to property.
- c) Owner's Representative's construction review and inspection of Contractor's performance shall not include any review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the job site.

25. Protection of Person and Property.

- a) Contractor shall take all necessary or appropriate precautions to prevent damage to all existing improvements, including above ground and underground utilities, pipelines, conduits, trees, shrubbery, fences, signs, mailboxes, driveways, sidewalks, gutters, streets, parking lots or other pavement, levees or embankments, survey markers and monuments, buildings, structures, District's property, adjacent property, and any other improvements or facilities within or adjacent to the job site. If such improvements or property are damaged or destroyed by reason of Contractor's operations, they shall be replaced or restored, at Contractor's sole cost and expense, to a condition at least as good as the condition they were in prior to the start of Contractor's Work under this Contract.
- b) Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. All obstructions to traffic shall be guarded by barriers illuminated at night. For any Work on, adjacent to, or interfering with any street, the conditions and limitations applicable to such construction work shall be determined by those public agencies or other entities responsible for maintenance of the affected street. Contractor shall determine the nature and extent of all such requirements and shall comply with all permit and other requirements. As required at any street crossing, Contractor shall provide all necessary flag persons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, Contractor shall remove such detours and perform all necessary cleanup Work, including replacement of fences, removal of pavement, necessary replacement of existing roadway appurtenances, grading Work, soil stabilization and dust control measures.

26. Clean-Up. During the progress of the Work, Contractor shall maintain the job site and related structures, grounds and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of Work and before final payment, Contractor shall at its own cost and expense clean-up and remove from the vicinity of the Work all rubbish, debris, trash, unused materials and supplies, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction of the Work. Where the construction has crossed yards or driveways, they shall be restored by Contractor to the complete satisfaction of District, at Contractor's expense.

27. Underground Work. If the Work includes excavation and/or trenching deeper than four feet underground, then the following provisions shall apply:

- a) Protection of Underground Utilities. Prior to conducting any excavation or trenching, the Contractor shall contact the appropriate regional notification center as required by California Government Code section 4216. In accordance with California Government Code section 4215, the District shall be responsible for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the construction project site and not shown on the plans and drawings. Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities not indicated on the plans and drawings with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that the Contractor shall first notify the District before commencing work on locating, repairing damage to, removing or relocating the utilities. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of the utility facilities not shown on the plans and drawings.
- b) Sheeting and Shoring Plan. If the total amount of the contract exceeds \$25,000, then, in accordance with California Labor Code section 6705, the Contractor shall submit to the District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches. The plan shall comply with applicable Cal-OSHA construction safety orders and shoring system standards or be prepared by a registered civil or structural engineer who certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the construction safety orders and shoring system standards.
- c) Unusual Underground Conditions. In accordance with California Public Contract Code section 7104, the following provisions shall apply to any work that involves digging trenches or other excavations:
 - (1) If, during any such digging or excavation, the Contractor discovers (a) material the Contractor believes may be material that is hazardous waste, as defined in California Health & Safety Code section 25117, that is required to be removed to a Class I, II or III disposal site, (b) subsurface or latent physical conditions at the site differing from those indicated, or (c) 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 in the Contract, then the Contractor shall promptly notify the District in writing and shall not disturb the area of the subject digging or excavation until notified by the District.
 - (2) Upon receipt of any notice pursuant to the foregoing subsection, the District 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 the work, or any part of the work, it shall issue a change order pursuant to this Contract.
 - (3) If there is a dispute between the District and the Contractor over 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 for the scheduled completion date, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided by this Contract or by law that pertain to the resolution of disputes and protests between the parties.

28. Contractor's License Notice. Statement required by California Business & Professions Code § 7030: "Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 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."

29. Indemnification. Contractor shall indemnify, defend, protect, and hold harmless District, and its officers, employees, engineer, agents, and independent contractors, from any and all liability, penalties, costs or expenses (including attorney's fees), losses,

damages, expenses, causes of action, proceedings, claims or judgments of every nature arising out of or in connection with Contractor's performance of Work under this Contract, or by its employees, subcontractors, agents, consultants, or anyone employed directly or indirectly by any of the foregoing, except where caused by the active negligence, sole negligence or willful misconduct of District.

30. Insurance.

- a) Contractor at its sole cost and expense shall procure and maintain for the duration of this Contract the following types and limits of insurance:

Type	Limits	Scope
Commercial general liability	\$1,000,000/occurrence	at least as broad as ISO occurrence form CG 0001
Automobile liability	\$1,000,000/accident	at least as broad as ISO CA 0001 (code 1, any auto)
Course of construction/builder's risk	completed value of Work	
Workers' compensation	statutory limits	
Employers' liability	\$1,000,000 per accident	

- b) The general and automobile liability policy(ies) shall be endorsed (consistent with Ins. Code, § 11580.04) to name District, its officers, employees and agents as additional insured's regarding liability arising out of the Work. Contractor's coverage shall be primary and shall apply separately to each insurer subject to a claim or lawsuit, except with respect to the limits of the insurer's liability. District's insurance, if any, shall be excess and shall not contribute with Contractor's insurance.
- c) Insurance shall be placed with insurers with a current A.M. Best's rating of A-VII or better unless otherwise acceptable to District.
- d) Prior to commencing the Work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverage; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), certifying the additional insured coverage.
- e) By signing this Contract, Contractor shall be deemed to have executed and filed with District the following Contractor's certificate regarding workers' compensation coverage in accordance with California Labor Code section 1861: We are aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability of workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and we will comply with such provisions before commencing the performance of the Work of this Contract.

31. Final Acceptance and Date of Completion.

- a) Whenever Contractor shall deem all Work under this Contract to have been completed, it shall so notify District in writing, and District shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise Contractor in detail and in writing of any additional Work required. When all the provisions of the Contract have been fully complied with to the satisfaction of District, District will accept the Work in writing and make the final payment to Contractor. As a condition of receiving the final payment, Contractor must execute and deliver to District a release in the following form: UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT. The undersigned contractor has been paid in full for all labor, services, equipment and material furnished to District for the Work (see contract for description) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the Work, except for the contract retention monies and disputed claims of the nature and in the amount described below. NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.
- b) Except for any sum required to be withheld by law or allowed to be held under this Contract, the 5% retention shall be paid 35 days after District's acceptance of the Work. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the parties, District may withhold from the final payment an amount not to exceed 150% of the disputed amount.

32. Right to Withhold Payments.

- a) In addition to all other rights and remedies of District provided by law and this Contract, District may withhold the whole or any part of any progress or final payment to such extent as may reasonably be necessary to protect District from loss on account of: (a) unacceptable, defective or nonconforming Work not remedied; (b) claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under the California Labor Code or the public works stop notice provisions in the California Civil Code; (c) failure of Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers; (d) a reasonable doubt that the Work can be completed for the balance then unearned; (e) failure of Contractor to clean up the job site, repair or replace damaged or affected improvements or property; or (f) damage to job site, completed Work, or other real or personal property.
- b) Whenever District withholds any monies pursuant to this paragraph, written notice of the amount withheld and the reasons for the withholding will be given to Contractor. After Contractor has corrected the enumerated deficiencies to the satisfaction of District, District will promptly pay to Contractor the amount so withheld. When District withholds monies to protect District against claims under the public works stop notice provisions of the California Civil Code, District may at its discretion permit Contractor to deliver a surety bond in terms and amount satisfactory to District, indemnifying District against any loss or expense, and upon acceptance thereof by District, District shall release to Contractor monies so withheld.

33. State Audit Contingency. The parties acknowledge that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

34. Waiver of Interest. Except as otherwise required by statute, District shall have no obligation to pay and Contractor hereby waives the right to recover interest with regard to monies which District must withhold by reason of judgment, order, statute or judicial process, or which it may withhold pursuant to this Contract.

35. Claims for Damages and Time Extension.

- a) For any claim of Contractor against District for a time extension or for any payment of money or damages, Contractor must give District a written notice of such claim within 20 days after the occurrence or circumstances that give rise to the claim. The claim shall also include the documents necessary to substantiate the claim. Contractor's failure to timely give written notice of a claim shall constitute a waiver by Contractor of all of its rights and remedies to further pursue the claim in a lawsuit, arbitration or other proceeding. Timely filed claims shall then be processed pursuant to the resolution of construction claims provisions at California Public Contract Code sections 20104 to 20104.6, attached hereto and incorporated herein.
- b) In accordance with California Public Contract Code section 9201(b), if District receives any written third-party claim relating to work performed under this Contract, then District agrees to promptly notify Contractor about the third-party claim.

36. Assignment of Anti-Trust Claims. In entering into this Contract, Contractor offers and agrees to assign to District 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. Code, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract. The assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement by the parties.

37. Integration. This Contract constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in this Contract.

38. Independent Contractor. The relationship between District and Contractor is that of an owner and independent contractor, and all persons hired or employed by Contractor shall be Contractor's employees, agents or subcontractors.

39. Governing Law. This Contract shall be construed and enforced in accordance with, and the validity and performance of this Contract shall be governed by, the laws of the State of California.

40. Waiver; Remedies. Any waiver at any time by either party of its rights with respect to a breach or default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any other breach, default or matter. The rights and remedies provided in this Contract are in addition to any of the rights and remedies provided by law.

41. Severability. The illegality or unenforceability of any provision of this Contract shall not render the other provisions unenforceable, invalid or illegal.

42. Liquidated Damages. Not used

43. Binding on Successors. This Contract shall bind and inure to the benefit of the heirs, successors, assigns, and successor companies of the parties; however, Contractor shall not assign or transfer any rights, obligations or interest in the Contract without the prior written consent of District.

44. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

District:
Mike Aho, District Administrator
Fair Oaks Recreation and Park District
4150 Temescal Street, Fair Oaks, CA 95628

Contractor:
Printed name & title: _____
Playcore Wisonsin, Inc. dba Gametime
544 Chestnut St., Chattanooga, TN 37402

Any party may change its address by notifying the other party in writing of the change of address.

The parties enter into and execute this Contract effective on the day and year first above written.

DISTRICT

CONTRACTOR

By: _____

By: _____

Mike Aho, District Administrator

Fair Oaks Recreation & Park District
4150 Temescal Street
Fair Oaks, CA 95628

Printed name & title
Playcore Wisonsin, Inc. dba Gametime
544 Chestnut Street
Chattanooga, TN 37402

RESOLUTION OF CONTRACT CLAIMS
Public Resources Code sections 20104–20104.6

20104. Application of article

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local District.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public District when the public District has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local District.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. Claims; requirements; tort claims excluded

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

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local District shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local District may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local District and the claimant.
- (3) The local District's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local District shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local District may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local District and the claimant.
- (3) The local District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local District's written response, or the local District fails to respond within the time prescribed, the claimant may so notify the local District, in writing, either within 15 days of receipt of the local District's response or within 15 days of the local District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

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

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

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments

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

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

Exhibit A

Gametime Quote #93483-01-08, dated 08/05/2020



C/O MRC
 PO Box 106
 Spring Lake, NJ 07762
 Ph: 732-458-1111
 Fx: 732-974-0226
 Em: MRC@GAMETIME.COM
 Web: www.mrcrec.com

08/05/2020
 Quote #93483-01-08

CA Fair Oaks Recreation & Park District Swallow Way Park 8.5.20 Option 2

Fair Oaks Recreation & Park District
 Attn: Mike Aho
 4150 Temeseal St.
 Fair Oaks, CA 95628
 Phone: 916-966-1036
 maho@forpd.org

Ship to Zip 95628

Quantity	Part #	Description	Unit Price	Amount
1	6242	GameTime - Shadow Play Tri Runner	\$14,952.00	\$14,952.00
1	14929	GameTime - NDS Pathways for Play Sign Package		
1	3156	GameTime - Spider Net Medium	\$21,759.00	\$21,759.00
1	RDU	GameTime - GameTime Custom Kidnetix 5-12 Unit	\$63,788.00	\$63,788.00
1	INSTALL	GameTime - Installation by a Certified GameTime Installer	\$45,000.00	\$45,000.00
1	INSTALL	GameTime - Bonds	\$2,616.00	\$2,616.00
Contract: OMNIA			Sub Total	\$148,115.00
Includes CPRS Special Pricing			Omnia Discount	(\$13,699.97)
			Freight	\$6,768.26
			Tax	\$6,726.92
			Total	\$147,910.21

Comments

USC discounted price requires customer to be registered with US Communities to qualify. Please provide the USC registration number or Federal ID number at time of order for verification. # _____

OMNIA/USC Contract # 2017001134
 Vendor #121531

Installation by a Certified GameTime Installer is included in the above price.

Quote excludes safety surfacing

ko af ja

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. **GAMETIME PLAY PALETTE:**

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.



C/O MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Fx: 732-974-0226
Em: MRC@GAMETIME.COM
Web: www.mrcrc.com

08/05/2020
Quote #93483-01-08

CA Fair Oaks Recreation & Park District Swallow Way Park 8.5.20 Option 2

This quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **GAMETIME, c/o MRC**. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation. Payment terms: Purchase order made payable to GameTime. 75% due Net 30 days after ship date and 25% Balance due upon completion of project for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order will ship within 30-45 days after GameTime's receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

INSTALLATION: *Installation by a Gametime Certified Installer.*

- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling **888-DIG-SAFE** a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles.
- All work is to be done in one move.
- All excavated material is to remain on site.
- Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site.
- Customer will be responsible for unloading the truck and disposal of packaging.
- The installation of the safety surfacing and/or border timbers is not included in the above price.
- Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, check in full and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.



Recreation Project Services Inc.
Installation and Inspections

Proposal

#08042020

RECREATION PROJECT SERVICES, INC.
7121 Pine View Drive
Folsom, Ca. 95630
916.230.3186
recprojectservices@gmail.com

FAIR OAKS RECREATION AND PARK DISTRICT
ATTN: MIKE AHO

PROPOSAL:
Recreation Project Services, Inc.
7121 Pine View Drive
Folsom, CA. 95630
916.230.3186

PRICING ASSUMES A LEVEL FLAT SURFACE WITH NO GRADING REQUIRED, DIRECT ACCESS FOR CONSTRUCTION VEHICLES AND ACCESS TO WATER AT THE SITE. RPS IS NOT RESPONSIBLE FOR LOST OR STOLEN EQUIPMENT. STANDARD ROCK CLAUSE APPLIES AND MAY REQUIRE ADDITIONAL COSTS IF ADDITIONAL LABOR IS REQUIRED. THE OWNER SHALL HOLD RPS INC HARMLESS IN THE EVENT OF INJURY DUE TO PLAYGROUND EQUIPMENT USE OR INSUFFICIENT SAFETY SURFACING.

SALESPERSON	P.O. NUMBER	ORDER DATE	SHIPMENT DATE	DUE DATE	1 ST INSTALLMENT	2 ND INSTALLMENT
KO						

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
INSTALL	Swallow Way Park		\$45,000
	Install all equipment on GameTime quote #93483-01-07		
	Includes concrete for footings and off haul of spoil piles and packaging.		

Acceptance of Proposal: The above pricing, specifications and conditions are hereby accepted. RPS is authorized to do the work specified above.

Proposal is valid until 10/03/20.

Signature: _____

Date of Acceptance: _____

Payment through Gametime Omnia contract.

Questions Contact: Thomas Oakes (916) 230.3186

SUBTOTAL

SALES TAX

TOTAL \$45,000

Exhibit B
Project Manual - Division 0 and 1 Requirements

Sections listed below from the Project Manual for Swallow Way Park (Bid Package #21-101) are incorporated by reference into the Scope of this contract.

Section 00 72 00 General Conditions (Provided under separate cover)
Section 00 73 00 Special Provisions (Provided under separate cover)

Section 01 31 19 Project Meetings & Procedures (attached below)
Section 01 35 16 Alteration Project Procedures (attached below)
Section 01 45 00 Quality Control (attached below)
Section 01 50 00 Temporary Facilities and Controls (attached below)
Section 01 73 29 Cutting and Patching (attached below)

Section 01 31 19 - PROJECT MEETINGS & PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. The District Representative will schedule and administer a preconstruction meeting, regular progress meetings, and specially called meetings throughout progress of the Work, and will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made at meeting.
- B. Representatives of Contractor, Subcontractors and suppliers attending meetings shall be experienced supervisory staff with written authorization to act on behalf of the entity each represents.

1.02 PRECONSTRUCTION MEETING

- A. Timing: Prior to start of construction.
- B. Attendance: District, District Representative, Contractor, and Subcontractors when required by District to attend.
- C. Purpose: Discuss and familiarize Contractors with construction administrative procedures to be used on the Project.

1.03 PROGRESS MEETINGS

- A. Timing: Frequency, day and time to be determined by the District Representative and District.
- B. Attendance: District, District Representative and each contractor on site, and Subcontractors when required.
- C. Purpose: The purpose of these meetings is to provide a formal and regular forum for the District, District Representative, and the Contractors to present questions, problems or issues that need to be addressed. It will also provide an opportunity to review the progress on previous issues and action items along with submittal and schedule review.
- D. Each Contractor scheduled to commence Work within the following week will attend the current week's meeting to coordinate Work with other contractors already on site.

1.04 SPECIALLY CALLED MEETINGS

- A. The District Representative may call a special meeting at any time during the course of the Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

END OF SECTION

Section 01 35 16 - ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transition and adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.
- D. Salvage materials.

1.02 RELATED SECTIONS

- A. Section 01 73 29 - Cutting and Patching.

1.03 ALTERATIONS, CUTTING AND PROTECTION

- A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.
- B. Perform cutting and removal work to remove minimum necessary, and in a manner to avoid damage to adjacent work.
 - 1. Cut finish surfaces such as concrete, masonry, drywall, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division, or where indicated.
- C. Protect existing finishes, equipment, and adjacent work, which are scheduled to remain, from damage.
 - 1. Protect existing and new' work from extremes of temperature.
 - a. Provide heat and humidity control as needed to prevent damage to remaining existing work and to new work.
- D. Provide temporary enclosures to separate work areas from existing building and from areas occupied by the District.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials. To be submitted and approved by the District to match new materials to existing work.
 - 1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
 - 2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.

- B. Type and Quality of Existing Products: Determine by inspection and testing existing products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and restore at completion. The full extent of cutting and patching is not shown or specified. The Contractor shall perform all cutting and patching as required.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate District occupancy. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that Specified for new work.
- B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to specified condition.
- C. Install Products as specified by Manufacturer recommendations.

3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition.
- B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or bulkheads.
- C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

3.05 ADJUSTMENTS

- A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition.
- B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to method of making transition.
- C. Trim existing doors as necessary to clear new threshold Installation. Refinish trim as required.
- D. Fit work at penetrations of surfaces as shown on drawings.

3.06 SALVAGED MATERIALS

- A. Salvaged Materials from existing facilities, which are specified in the Special Provisions, identified in bid doc's or tagged in the field are to be salvaged and shall remain the property of the District. The Contractor shall include the removal, disassembly, preparation, marking, bundling, packaging, tagging, hauling, and stockpiling of salvaged materials or facilities to the location specified in the Special Provisions, or as directed by the District Representative. Materials include, but are not limited to parts, articles, and equipment of assembled facilities. Salvaging does not include the preparation of existing material that is to be reused in the work.
- B. When only specific materials from the facility are designated to be salvaged, the remaining materials from that facility shall be removed and disposed of as provided for elsewhere in the Contract Documents. Materials to be salvaged shall not be removed until their use in the existing facility is no longer required, as determined by the District Representative.
- C. When practicable, salvaged materials shall be hauled directly to the location specified in the Special Provisions and stockpiled; however, salvaged materials may be temporarily stored at a location selected by the Contractor and approved by the District Representative and later hauled to and stockpiled at their final location. Materials which are lost before stockpiling at their final location shall either be replaced by the Contractor, at the Contractor's expense, or, at the discretion of the District Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.
- D. Materials designated to be salvaged that are damaged, as determined by the District Representative, shall be segregated from undamaged material. After review of the damaged materials by the District Representative, all damaged materials that are rejected by the District Representative shall become the property of the Contractor and shall be disposed of as provided elsewhere in the Contract Documents.
- E. Materials to be salvaged that are damaged as a result of the Contractor's operations shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the District Representative. Materials that are damaged beyond repair as a result of the Contractor's operations shall be disposed of as provided elsewhere in the Contract Documents and replaced at the Contractor's expense; or, at the discretion of the District Representative, the estimated cost of replacement may be deducted from any moneys due or to become due to the Contractor.
- F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality and condition as the lost or damaged materials were prior to their removal. Replacement materials should also be of the same size, color, weight etc. of the original materials. Matching or exceeding quality and condition alone may not permit the reuse of material.

3.07 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

3.08 FINISHES

- A. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest Intersections.
- A. Unless otherwise specified or shown, sub-surfaces shall be prepared as recommended by finish material manufacturers for project conditions for the proper application of new finishes.

3.09 CLEANING

- A. Clean adjacent Owner occupied areas of work soiled by work of this contract.

END OF SECTION

Section 01 45 00 - QUALITY CONTROL

PART 1- GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. Field samples.
- C. Inspection and testing laboratory services.
- D. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

- A. Section 00 73 00 Special Provisions

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step-in sequence.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given him/her and said directions shall be binding as if given to the Contractor. Contractor's representative shall be responsible to coordinate all work to be performed.
- F. Shop and fieldwork shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with the drawings, approved shop drawings and these specifications.

- G. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. The Engineer, District and its representatives reserves the right to reject any materials and workmanship which are not considered to be up to the highest standards of the various trades involved. Such inferior material or workmanship shall be replaced by the Contractor at no additional cost to the District and without an extension of the Contract Time.
- H. All work shall be installed by a knowledgeable contractor and defined "certified to install" by the specified materials manufacturers. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials.
- I. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of guarantee shall be provided by the Contractor without additional cost to the District.

1.04 REFERENCES

- A. Should specified reference standards conflict with Contract Documents, request clarification from the District Representative before proceeding.
- B. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- C. The Contractor shall be responsible for being current and knowledgeable of all building codes involved for all trades under his direction.
- D. Provide all work and materials in full accordance with the California Building Standards Administrative Code, the California Building Code (CBC), California Electrical Code (CEC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Energy Code, California Fire Code (CFC), California Referenced Standards, State Fire Marshal Regulations, Cal/OSHA, and any other applicable laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes
- E. Furnish without extra charge any additional material and labor required to comply with these Rules and Regulations.

1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in Individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.06 INSPECTION AND TESTING LABORATORY SERVICES

- A. The District will appoint, employ, and pay for services of an independent firm to perform special inspection and testing as required for proper soil conditions and compaction requirements.
- B. Reports will be submitted by the independent firm to the District and the District Representative indicating observations and results of tests and indicating compliance or noncompliance in accordance with Manufacturer's requirements.
- C. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 1. Notify the District Representative and independent firm 24 hours prior to expected time for operations requiring services.
 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractors use.

- D. The special inspector shall perform inspection of all work to determine conformance with in accordance with Manufacturer's requirements.
 - 1. Request for inspection must be made to the office of the special inspector a minimum of 24 hours in advance of the time the inspection is desired.
 - 2. Underground work shall not be backfilled or covered until an inspection by the special inspector or his representative has been completed and the work approved. Any work that is covered without inspection shall be uncovered at the Contractors expense so an inspection can be made.
 - 3. The Engineer shall have access to the work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.
 - 4. Inspection of the work shall not relieve the Contractor of any of its obligations to satisfactorily perform the work.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the District Representative. Payment for re-testing will be charged to the Contractor by deducting inspection or testing charges from the Contract Price.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to the District Representative 30 days in advance of required observations.
- B. When specified or require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to the District Representative for review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

Section 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

ARTICLE 1. GENERAL

SECTION 1.01 WORK INCLUDED

Temporary Facilities and controls required for this Work include, but are not necessarily limited to:

1. Temporary water and light.
2. Temporary weather protection.
3. Parking and storage areas.
4. Site fencing and security.
5. Sanitary facilities.
6. Dewatering.
7. Final and course of construction cleanup and removal of debris.
8. Erosion Control.
9. Emergency power and water shut-off.

SECTION 1.02 TEMPORARY UTILITIES

General: Charges for the use of utility services other than those associated with individual field offices or planned electrical service interruptions will be paid for by the District. Each Contractor shall provide temporary heating, or ventilating, or cooling when permanent services are interrupted due to performance of their Work. Each Contractor shall provide temporary means of operation for existing storm, water, sewer, gas, mechanical, electrical, and low voltage systems during construction. Any planned interruption of permanent services, facilities, or operations must be coordinated and approved in advance with the District Representative.

Temporary Lighting:

Each Contractor shall provide, maintain, and remove temporary lighting necessary to complete the Bid Package Scope of Work.

Temporary Water:

Each Contractor shall provide sufficient hose to carry water to every required part of construction and allow use of water facilities to Subcontractors engaged in Work. Contractor is also responsible for the removal of the temporary water. Existing school water outlets may be utilized. Any additional water required shall be provided by the Contractor.

Temporary Fire Protection:

Each Contractor shall provide and maintain fire extinguishers and first aid kits in accordance with OSHA requirements to be used in the event of an emergency.

Temporary Weather Protection:

Each Contractor shall provide and maintain protection measures and Best Management Practices to ensure that damage(s) will not occur to District property during course of construction and protect the District from State Water Resources Control Board actions.

Temporary Dewatering:

Each Contractor shall provide and maintain a dewatering system as required to perform its/their Work. This temporary dewatering system may, and should, be reviewed by the Architect and/or the District Representative.

SECTION 1.03 PARKING OF VEHICLES

Each Contractor shall assume **all** responsibility for job site vehicle parking of his and his Subcontractor's vehicles. Locations of parking shall be as directed by the District Representative. Park sites may not accommodate on-site parking of construction personnel vehicles. Contractor shall assure compliance with all applicable requirements for on-street vehicle parking.

SECTION 1.04 STORAGE AND LAYDOWN AREAS

The District Representative will coordinate use of available laydown areas among various contractors. Only areas designated by the District Representative can be used by Contractors. Each contractor is responsible for providing his own fenced storage facilities (trailers or cargo containers.)

SECTION 1.05 TEMPORARY SITE FENCING AND SECURITY

Each Contractor shall provide and maintain temporary fencing surrounding the buildings and/or rooms under construction, and staging areas. Set-up/relocation of temporary fencing shall be included for each phase of work as needed to complete scope of work. Contractor is responsible for the security of all equipment, material, and completed construction items. Contractor is also responsible for securing any breeches to existing security system/building caused by his Work. Temporary measures may include watchman, temporary doors, temporary alarm, etc.

SECTION 1.06 SANITARY FACILITIES

Each Contractor shall provide sanitary toilet facilities for use of all Workers employed on Project, in accordance with State and Local health departments. Use of District toilet facilities will not be allowed.

SECTION 1.07 CLEAN UP AND REMOVAL OF DEBRIS

Each Contractor shall assume all responsibility for cleanup and removal of debris created by his Scope of Work on a daily basis. No community dumpsters will be provided. In the event unidentifiable job site clutter or debris becomes a problem, at the District Representative's request, each contractor shall provide sufficient labor to be directed by the District Representative's personnel in a group cleanup effort. If a Contractor's clean-up is found to be deficient, the District may back-charge the Contractor for clean-up and/or withhold progress payments as determined appropriate by the District.

SECTION 1.08 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

Contractor shall provide, maintain and remove upon completion of Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective structures or devices necessary for safety of Workers and public property as required to complete the Bid Package Scope of Work.

Safety: The contractor is responsible for the complete safety of district personnel, students, and the general public at all times.

Walkways and barricades: If Contractor's portion of Work interferes with pedestrian traffic, provide pedestrian walkway protection conforming to City standards and CAL OSHA requirements.

Access: The contractor is responsible to maintain access to the buildings at all times. Temporary covered walkways and/or barricades may be required.

Protection: Each Contractor must protect all Workers and equipment from power lines by maintaining safe distances and by providing protective devices where and as required by Industrial Safety Commission and CAL-OSHA.

Temporary construction and equipment: All temporary construction and equipment shall conform to all regulations, ordinances, laws and other requirements of State and any other authorities having jurisdiction (including insurance companies), with regards to safety precautions, operations and fire hazards.

SECTION 1.09 EROSION CONTROL

If any soil will be disturbed as part of the scope or course of work, the Contractor must protect disturbed area from erosion and protect the storm drain system from contamination.

- For projects requiring a SWPPP based on State Water Resource Control Board (SWRCB) requirements a SWPPP will be provided by the District unless otherwise stated in the project documents. Projects available for an Erosivity Waiver will have such filed by the District unless otherwise stated in the project documents. All projects, whether under the control of a SWPPP or not shall maintain Best Management Practices to ensure the limiting of erosion and sedimentation. Under no circumstances shall sediment be allowed to leave the project site.
- The contractor shall retain a Qualified SWPPP Practitioner (QSP) to inspect the construction site to ensure compliance with the SWPPP and SWRCB requirements. The Contractor shall implement all measures required by the QSP.
- During the course of the Contract the Contractor shall file all necessary documentation with the SWRCB. At the completion of the contract the Contractor shall file a Notice of Termination with the SWRCB and provide documentation of such to the District.

SECTION 1.10 EMERGENCY POWER AND WATER SHUT-OFF

The Contractor is responsible to know where all water and power shut-off devices are located and to have the proper tools to operate shut-off valves. The Contractor shall post a site map in a location readily available to workers.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

Section 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Execute cutting, fitting or patching of Work, required to:
 - 1. Make parts fit properly.
 - 2. Uncover Work to provide for installation of ill-timed Work.
 - 3. Remove and replace Work not conforming to requirements of Contract Documents.
 - 4. Remove and replace defective Work.
 - 5. Remove samples of installed Work as specified for testing.
 - 6. Remove existing materials (demolition) required prior to installation of specified Work.
 - 7. Uncover Work to provide for Special Inspector observation of covered Work.
- B. Do not endanger structural integrity of any Work by cutting or altering any part of it.
- C. Minor cutting and patching of finishes and/or trim will be performed by the Contractor where required for the execution of his Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the District Representative prior to the start of Work.
- D. The Contractor shall make the field measurements necessary for its Work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing its material properly, the District Representative shall be notified in writing within 24 hours.

1.02 RELATED SECTIONS

- A. Section 00 73 00 - Special Provisions.
- B. Section 01 35 16 - Alteration Project Procedures.
- C. Section 01 45 00 - Quality Control.
- D. Section 01 50 00 - Construction Facilities and Temporary Controls.

1.03 SUBMITTALS

- A. Should conditions of Work or schedule require change of materials or methods, submit written recommendation to the District Representative within 48 hours, including:
 - 1. Conditions requiring change.
 - 2. Recommendations for alternative materials or methods.
 - 3. Submittals as required for substitutions.
 - 4. Quotations of charges or credits.
- C. Submit 48-hour advance written notice to the District Representative designating the time Work will be uncovered.
- D. Submit all materials to be used in cutting and patching in accordance with Section 00 73 00.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Primary Products: Materials for replacement of Work removed are to comply with Manufacturer's product data and are required to match original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution in accordance with Section 00 73 00.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to movement or damage during cutting and patching.
- B. After uncovering existing Work, examine conditions affecting installation of new products and performance of Work.
- C. Beginning of cutting or patching operations means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide means of shoring, bracing and temporary supports as required to maintain structural integrity of the Work.
- B. Provide devices, enclosures and methods to protect adjacent surfaces and areas of the property from damage, dust or disruption.
- C. Provide protection from the elements for areas, which may be exposed during cutting or patching.
- D. Maintain excavations free of water.

3.03 CUTTING

- A. Execute cutting, fitting and adjustment of products to permit finished installation to comply with specified tolerances and finishes.
- B. Perform cutting and demolition by methods, which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.
- C. Uncover Work to install improperly sequenced Work.
- D. Remove and replace defective, rejected or non-conforming Work.
- E. Remove samples of installed Work for testing when requested.
- F. Employ only experienced installers to perform cutting for weather exposed, moisture resistant and sight-exposed surfaces.
- G. Cut concrete and other rigid materials using masonry/concrete saws and core drills. Pneumatic tools are not allowed without prior approval.

3.04 PATCHING

- A. Execute patching to match adjacent Work.
- B. Fit products together to integrate seamlessly with adjacent Work.
- C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate surfaces to receive finishing Work.
- D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-exposed surfaces.
- E. Restore Work with new products in accordance with the Manufacturer's requirements.
- F. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and leave in finished condition.
- G. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and color. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit or area.

END OF SECTION