

**CITY OF MISSION VIEJO
CALIFORNIA**

**SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

**WORLD CUP SOCCER FIELDS SECURITY
LIGHTING – CIP 339**

NOVEMBER 2023

PREPARED BY:

**CITY OF MISSION VIEJO
200 CIVIC CENTER DRIVE
MISSION VIEJO, CALIFORNIA 92691-2778
(949) 470-3095**

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LIGHTING – CP 339

APPROVED BY:



JERRY HILL
DIRECTOR OF PUBLIC SERVICES

11-15-23
DATE

CITY OF MISSION VIEJO

TABLE OF CONTENTS

WORLD CUP SOCCER FIELDS SECURITY LIGHTING – CIP 339

NOTICE INVITING SEALED BIDS..... NB-1-3

INSTRUCTIONS TO BIDDERS.....IB-1-13

PROPOSAL DOCUMENTS

 Proposal P-1

 Bidder's Information P-2

 List of Subcontractors P-3

 References P-4

 Designation of Sureties P-4

 Bidder's Statement of Past Contract Disqualifications P-5

 Non-Collusion Affidavit P-7

 Bid Bond P-9

 Iran Contracting Act Certification P-12

 Sufficient Funds Declaration P-14

 Proposal Bid Sheets P-16 to P-20

 Vendor Approval Application

 Request for Taxpayer Identification Number and Certification

CONTRACT DOCUMENTS

 Contract Agreement CA-1-4

 Faithful Performance Bond CA-5-6

 Labor and Material Payment Bond CA-7-9

 Compensation Insurance Certificate CA-10-11

GENERAL SPECIFICATIONS

 Scope of Work GS-1

 Location of Work GS-1

 Time of Completion GS-1

 Utility Requirements GS-2

 Flow and Acceptance of Water GS-3

 Removal of Water GS-3

 Trench Safety and Shoring Excavation GS-4

 Construction Fencing GS-4

 Standard Specifications GS-5

 Wage Rates and Labor Code Requirements GS-5

 Clayton Act and Cartwright Act GS-6

 Substitution of Materials GS-6

 Water Pollution Control GS-6

GENERAL AND SPECIAL PROVISIONS

 General Provisions – Part 1 Sections 1-9 GP 1-26

 Special Provisions SP 1-30

APPENDIX

CITY OF MISSION VIEJO

NOTICE INVITING BIDS

WORLD CUP SOCCER FIELDS SECURITY LIGHTING – CIP 339

NOTICE IS HEREBY GIVEN that sealed bids will be received by the **City of Mission Viejo**, as “AGENCY,” for furnishing all materials, equipment, tools, labor and incidentals as required for the above-stated project in strict accordance with the specifications and drawings on file at the office of the City Clerk of the **City of Mission Viejo**.

Bids will be received at the City Clerk’s Counter, 2nd Floor, City Hall, 200 Civic Center, City of Mission Viejo, until the hour of **10:00 a.m. on January 4, 2023** at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, “**SEALED BID FOR WORLD CUP SOCCER FIELDS SECURITY LIGHTING – CIP 339.**”

The Work to be constructed under the Contract is located in the **City of Mission Viejo**. The Work to be performed consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above-stated Contract. The general items of Work to be done hereunder consist of:

- Removal and disposal of existing light poles, fixtures, footings, wire, etc.
- Delivery coordination of new light poles and fixtures (to be ordered by the City)
- Installation of new light poles, fixtures and footings
- Field verification of all existing conditions
- Installation of all necessary brackets, wiring, conduit, trenching, etc. and making all connections to the existing Musco lighting system as necessary for a complete and operable lighting system
- Repair and replacement of any hardscape and/or landscape areas due to the contractor's work to the satisfaction of the City
- The Contractor must maintain an operable lighting system at each park at all times during construction

The Agency reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive and responsible bidder and reject all other bids; to waive any informality in the bidding; and to take all bids under advisement for a period of 90 days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of Work as shown on the Base Bid Sheets. Only such plans, specifications, and items of work as are appropriate shall apply to the Work as bid.

At the time of Contract award to a bidder, the bidder shall possess a Class A Contractor's License, issued by the State of California.

A mandatory pre-bid meeting will be held on December 20, 2023 at 9:00 a.m. at Potocki Conference Center, 27301 La Paz Rd, in Mission Viejo. Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.

Each bid must be accompanied by all required pages of the Proposal (see Instructions to Bidders), including a certified or cashier's check, or a corporate surety bond on the form furnished by the AGENCY, as a guarantee that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure workmen's compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of material and laborers thereunder. Said check or bidder's bond shall be in an amount not less than 10% of the amount of the bid.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300 and as described in the Agreement Between Agency and Contractor and General Conditions.

The Performance and Payment Bonds shall be submitted before execution of the Contract. The Performance Bond shall be not less than 100% of the total amount of the bid price named in the Contract. The Payment Bond shall be not less than 100% of the total amount of the bid price named in the Contract. The AGENCY reserves the right to reject any bond if, in the opinion of the AGENCY Attorney, the Surety's acknowledgment is not in the form included in the Contract Documents or in another form substantially as prescribed by law.

In accordance with provisions of Section 1772.2 (amended 1977) of the California Labor Code copies of the prevailing rate of prevailing wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Mission Viejo**. It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the Contract.

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections §§1715.5, 1725.5, 1771.1, 1771.1a, 1771.4(a)(1), 1774, 1775, 1776, 1777.5, 1813 and 1815. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to requirements of Public Contract Code Section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code Section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code). [Note: Required in the Notice by Labor Code §1771.1(b).]

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (*including federal labor requirements*), this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The City of Mission Viejo hereby notifies all bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, Disadvantaged Business and Underutilized Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

Complete sets of said Contract Documents may be purchased at a cost of \$40.00 (Forty Dollars) per set and are obtainable from the **City of Mission Viejo**, 200 Civic Center, Engineering Counter, Mission Viejo, California 92691, 949-470-3040. No refund will be made of any charges for sets of Contract Documents. Plans and specifications can be viewed for an additional \$10.00 (Ten Dollars) per set. For additional information, contact the Project Manager, Jerry Hill, at 949-470-3095.

Dated this _____ day of _____, 20__.

Kim Schmitt
City Clerk

City of Mission Viejo
200 Civic Center
Mission Viejo, California 92691

CITY OF MISSION VIEJO

INSTRUCTIONS TO BIDDERS

**WORLD CUP SOCCER FIELDS SECURITY
LIGHTING - CIP 339**

1. PROPOSAL FORMS, AND REVIEW OF PLANS AND SPECIFICATIONS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The Proposal must include all pages of the Proposal form with all of the required information, including but not limited to the Bidder's information, Proposal Bid Sheet, List of Subcontractors, Bidder's Statement of Past Contract Disqualifications, Non-Collusion Affidavit, Bid Bond, Iran Contracting Act Certification (if required), and Sufficient Funds Declaration. The AGENCY will not consider any proposal not meeting these requirements.

In addition, the AGENCY shall not accept any bid or enter into any contract without proof of the Bidder's current registration to perform public work under Labor Code Section 1725.5; and the Bidder shall not accept any sub-bid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.

Each bidder must review the plans and specifications in its capacity as a contractor prior to submitting its bid, and any errors must be reported to the AGENCY.

2. PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a Contract is awarded fails or refuses to execute the Contract Documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. PROPOSED SCHEDULE

November 14, 2023	Permission to go to bid
November 30, 2023	Advertise in trade journals and on the Internet
December 20, 2023	MANDATORY Pre-Bid meeting at 9:00 a.m. at Potocki Conference Center, at 27301 La Paz Rd, Mission Viejo
January 4, 2023	Bid opening at 10:00 a.m. , City Clerk's counter, City Hall 2 nd Floor
January 23, 2023	Award of contract consideration
April 1, 2023	Construction begins (110 working days)

This schedule is proposed. Should the "Construction begins" date slip, the contract days take precedence

Failure to attend the mandatory pre-bid meeting will cause all non-attending bidders to be deemed non-responsive and their bid package shall not be further considered by the City for any reason. The bid submittal shall be held for seven (7) days for pick-up by the bidder who submitted it and if not picked up, then shall be disposed of in a public trash receptacle. The City, in its sole discretion, may retain and immediately draw down on the bid bond, in whole or part, to compensate it for the time expended on reviewing the bid package as submitted.

4. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the Proposal as principals are those named therein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in the Proposal; that the Proposal is made without connection to any other individual, firm, or corporation making a bid for the same Work, and that the Proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the Proposal.

5. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the bid sheets are supplied to give an indication of the general scope of Work, but the accuracy of figures is not guaranteed and the bidder shall make its estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

6. DELIVERY OF PROPOSALS

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the Proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Bids." Late Proposals will not be considered. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR WORLD CUP SOCCER FIELDS SECURITY LIGHTING – CIP 339."

7. WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn by a written request signed by the Bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the "Notice Inviting Bids." The withdrawal of a Proposal will not prejudice the right of the Bidder to submit a new Proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee, unless withdrawal is allowed under law.

8. IRREGULAR PROPOSALS

Unauthorized conditions, limitations or provisions attached to a Proposal will render it irregular and may cause its rejection. The completed Proposal forms shall be without interlineations, alterations or erasures. Notwithstanding the foregoing, the City may waive such if allowed by law, and if, in the City's discretion, it deems that waiver is in the City's best interest and that such interlineations, alterations or erasures do not substantially alter the written response or create an unfair advantage to such bidders. Alternative Proposals will not be considered unless specifically requested. No oral, telegraphic or telephonic Proposal, modification or withdrawal will be considered.

9. TAXES

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

10. DISQUALIFICATION OF BIDDERS

In the event that any bidder on the Contract submits a proposal on another contract on the same work of improvement, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

The Contract will not be awarded or executed unless the Bidder is licensed in accordance with the provisions of the State Business and Professions Code.

11. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed Contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he may submit to the Engineer of said AGENCY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

12. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting its bid, each bidder shall inform itself as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the AGENCY.

13. LEGAL RESPONSIBILITIES

All Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a Proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

14. AWARD OF CONTRACT

The award of contract, if made, will be to the most responsible bidder as determined solely by the City, pursuant to the City's Plans, Specifications and Contract Documents and in the best interests of the City pursuant to law. At the time of contract award, the successful bidder shall hold the contractor's license(s) required in Notice Inviting Bids. Additionally, the AGENCY reserves the right to reject any or all Proposals, to accept any bid to waive any irregularity if allowed by law, and to take the bids under advisement for the period of time stated in the "Notice Inviting Bids," all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof, unless permitted by law. However, the AGENCY will return all proposal guarantees within ten (10) days after the award of the Contract or rejection of the bids, as the case may be, to the respective bidders whose Proposals they accompany.

15. LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the AGENCY has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality for each craft, classification, or type of workman needed to execute the Contract from the State Director of the Department of Industrial Relations (DIR). It shall be the responsibility of the prime Contractor to comply with all applicable sections of the Labor Code.

Travel and subsistence payments to each workman needed to execute the Work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the Work to be done, 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 workmen concerned.

This project is subject to compliance registration, monitoring, and enforcement by the DIR. (See, among others, Labor Code §§1715.5, 1725.5, 1771.1 and 1771.4.)

The AGENCY 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 or the Federal Minimum Wage Rate (whichever is greater) as 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 AGENCY on the Contract.

The Contractor and subcontractors shall comply with Section 3077.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

16. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required Contract Documents prior to performing any Work. Reimbursement for this requirement shall be considered as included in the various items of Work.

17. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103 of the Public Contract Code, in entering the Contract to supply goods, services, or materials, the Contractor and its subcontractors offer and agree to assign to the AGENCY all rights and interests and 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 Contract or the subcontracts. This assignment shall be made and become effective at the time the AGENCY tenders final payment to the Contractor, without further acknowledgment by the parties.

18. SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their Proposal the name, location of place of business, license number, and the portion of the Work of each subcontractor who will perform Work or labor or render services in or about the construction of the Work or improvement, and each subcontractor who specially fabricates and installs a portion of the Work or improvement

according to detailed drawings contained in the Plans and Specifications, but only if (a) for a Contract for construction of streets or highways, including bridges, the dollar amount of the subcontractor's work is in excess of \$10,000 or ½ of 1% of the total bid in the Proposal, whichever is greater; or (b) for all other Contracts, the dollar amount of the subcontractor's work is in excess of ½ of 1% of the total bid in the Proposal. Failure to list a subcontractor for a portion of the work means that the prime Contractor will do that portion of the work. It is the AGENCY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for Work satisfactorily Completed, even if the other Contract Work is not Completed and has not been accepted by the Agency. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

19. INSURANCE

Prior to commencement of Work, Contractor shall obtain, provide, and maintain at its own expense policies of insurance of the type and amounts described below and in a form satisfactory to City of Mission Viejo ("City"). If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

General Liability Insurance. Contractor shall maintain a policy of general liability insurance against any and all claims arising out of or in connection with the work to be performed for this Project with coverage at least as broad as Insurance Services Office form CG 00 01. Contractor shall provide coverage in an amount not less than three million dollars (\$3,000,000.00) per occurrence, six million dollars (\$6,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, and a six million dollar (\$6,000,000.00) completed operations aggregate. The policy shall be endorsed to reflect that the per occurrence and aggregate coverage shall apply on a per PROJECT basis, coverage available shall not be eroded by other claims on other projects. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Coverage provided by Contractor shall be primary, and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds, covering both ongoing and completed operations, using ISO additional insured endorsement forms CG 20 37 and CG 20 37, or equivalent form(s). Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed for this

Project, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than one million dollars (**\$1,000,000.00**) combined single limit for each accident.

Workers' Compensation/Employers' Liability. Contractor acknowledges awareness of Section 3700 et seq. of the California Labor Code, which requires every employer to be insured against liability for workers' compensation. Contractor covenants that it shall comply with such provisions prior to commencement of work performed for this Project. Contractor shall maintain workers' compensation insurance with statutory limits and employer's liability insurance in an amount not less than one million dollars (**\$1,000,000.00**) per accident for bodily injury or disease. Contractor shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of subcontractors' employees. Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. Contractor shall similarly require all subcontractors to waive subrogation.

Professional Liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Project, in the minimum amount of one million dollars (**\$1,000,000**) per claim and in the aggregate. If coverage is provided under a claims-made policy, any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Project.

Umbrella or Excess Liability Insurance. (If required to meet higher limits). Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, professional liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. "Pay on behalf of" wording as opposed to "reimbursement";
- C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, professional liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

Contractor's pollution liability insurance. Contractor shall maintain pollution liability insurance providing for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than one million dollars (**\$1,000,000.00**) per claim and in the aggregate. All activities contemplated for this Project shall be specifically scheduled on the policy

as “covered operations.” The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising from the materials, supplies, products, work, operations, or workmanship. If coverage is provided under a claims-made policy, any policy inception date, continuity date, or retroactive date must be before the effective date of the agreement, and the Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by the Agreement.

Installation floater. Contractor shall obtain an installation floater for the value of and covering the portion of the work to be constructed, installed, altered, or required by the Contractor. The installation floater policy must include coverage for the fixtures, materials, supplies, machinery, equipment used in or incidental to the construction project, and property kept off-site or while in transit. Coverage must include the property of others in the Contractor's care, custody, or control. In addition to the Contractor, the City and all subcontractors shall be named additional insureds on the policy, extending coverage through the final completion date.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Other Insurance Provisions:

Proof of Insurance. Contractor shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Management prior to commencement of Work. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies at any time.

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

Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work for this project by Contractor, their agents, representatives, employees, or subcontractors/subconsultants. Contractor must maintain general liability and umbrella or excess

liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to protect it as a named insured. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

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

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

Additional Insured Status. The general liability, automobile liability, pollution liability, professional liability, and umbrella/excess liability policies shall provide, or be endorsed to provide that the City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and Completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers.

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

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the City. Contractor agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for ~~non~~ required coverage. If any of the Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of notifying City immediately in the event of Contractor's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

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

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

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

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original endorsements effecting coverage required herein. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before Work commences. Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

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

Subcontractors

Contractor agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Contractor (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be submitted to the City, Contractor shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's requirements herein. This provision does not relieve the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Contractor herein given the limited scope of work or services provided by the subcontractor. Contractor agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to City for review.

20. ARBITRATION

Optional Arbitration; Applicable Law

In lieu of litigation of a dispute, the Contractor and City may agree to submit the dispute to binding arbitration so long as agreed by the parties in writing and approved in writing by the Board as an amendment to the Contract Documents. Except as provided below or as may be agreed upon by the parties in writing, (a) any such arbitration shall be governed by Code of Civil Procedure §§1280 et seq., and (b) the arbitration award must be supported by law and substantial evidence, and that the award may be vacated if not so supported, per Code of Civil Procedure Section 1296. Should any provision in this "Arbitration" section be found to be unenforceable, then such provision shall be severed and the parties agree that the remaining provisions shall be binding and enforceable as if adopted absent the unenforceable provision. Should the parties wish to modify any provision in this "Arbitration" section, the parties may do so.

Selection of Arbitrator

If the parties agree to binding arbitration, upon notification of a party's election to proceed with arbitration under this section, the parties shall have thirty (30) days to jointly select an arbitrator. In the event that the parties are unable to reach an agreement as to the selection of an arbitrator, an arbitrator will be selected from the American Arbitration Association's panel of construction arbitrators. There shall be no limit on the number of arbitrators that a party can disqualify with respect to the American Arbitration Association's list of arbitrators.

Amount in Controversy/Discovery

If the parties agree to arbitration, the following would apply:

1. If the amount in controversy is less than \$50,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of one deposition (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
2. If the amount in controversy is equal to or greater than \$50,000 but less than \$150,000, then, notwithstanding any other provision of law, the only discovery permitted will be (1) the noticing and taking of no more than three depositions (in accordance with Code of Civil Procedure Section 2025) by each party to the dispute and (2) inspection demands pursuant to Code of Civil Procedure Section 2031.
3. If the amount in controversy is equal to or greater than \$150,000, then all discovery rules contained in the California Civil Discovery Act, Code of Civil Procedure Section 2016, et seq., shall apply to the arbitration, except each party will only be allowed to propound no more than fifty (50) special interrogatories, and no requests for admissions shall be permitted.

The above deposition limits shall not be applicable to expert depositions. Experts shall be designated and deposed in accordance with Code of Civil Procedure §2034.

Procedure/Evidence

If the parties agree to arbitration, the following would apply:

1. General and specific rules of trial procedure and evidence as set forth in the California Code of Civil Procedure and the California Evidence Code, respectfully, shall apply except that the arbitrator may admit any relevant evidence which he believes should be afforded consideration.
2. Motions for summary judgment and/or summary adjudication of issues shall be permitted only if the amount in controversy is equal to or greater than \$50,000. Motions for summary judgment and/or summary adjudication of issues shall be heard in accordance with the Federal Rules of Civil Procedure, Rule 56. The arbitrator shall also have the authority to decide specific legal and/or factual issues by way of a motion for summary judgment and/or summary adjudication of issues regardless of whether or not such resolve a cause of action.
3. Demurrers and motions for judgment on the pleadings shall not be allowed. The arbitrator shall review the pleadings and, in the arbitrator's sole, discretion a dismissal and/or amendment of a pleading can be ordered.
4. The arbitrator shall conduct a pre-arbitration conference for purposes of coordinating the arbitration. At the pre-arbitration conference, all of the following issues shall be addressed: procedural matters, exchange of exhibits, witness lists, motions in limine, arbitration briefs, and the potential for narrowing issues and/or factual disputes by stipulation or by bifurcating the arbitration. The arbitrator can bifurcate specific factual and/or legal issues in addition to causes of action.

5. The arbitrator will close the arbitration hearing after presentation of the evidence and receipt of final briefs, which must be submitted within twenty (20) days from the final presentation of evidence. The time limit within which the award must be filed begins with the closing of the hearing.
6. The arbitrator may for good cause reopen the hearing through request of either party, at any time, before the award is made and/or legal issues in addition to causes of action.
7. The arbitrator's award must be mailed promptly to the parties, but no later than thirty (30) days after the closing of the hearing. The award will be based upon the evidence introduced at the hearing, including all logical and reasonable inferences made therefrom. Pursuant to Code of Civil Procedure Section 1296, the arbitration award must be supported by law and substantial evidence, or else it may be vacated. The arbitrator may grant any remedy that is just and equitable.

Joinder

No arbitration in which the parties elect to participate that arises out of or relates to the contract documents shall include by consolidation, joinder, or any other manner any other person or entity who is not a party to this contract unless:

1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
3. the written consent of the other person or entity sought to be included and of City and Contractor has been obtained for such inclusion, which consent shall make specific reference to this section; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

Costs and Fees

Prior to a decision being rendered in any arbitration, the parties shall split the arbitrator's fees and be responsible for the prompt payment thereof.

Conclusiveness of Judgment

Any arbitration award shall be final and binding and there is no direct appeal from the award on the grounds of error in the application of the law or based upon the arbitrator's interpretation of the facts presented. The only reasons for challenging an arbitrator's award are those set forth in the Code of Civil Procedure, Section 1286.2(a), (b), (c) and/or (f), and Section 1296 (failure to base

the award on applicable law and substantial evidence). If any party other than the City seeks to challenge the arbitrator's award pursuant to these Code of Civil Procedures sections, such party must post a bond in the amount of 150% of the arbitrator's award (including the award of costs and fees).

Duration

From the time any arbitration proceedings are initiated, such proceedings must be completed within six (6) months, unless (1) the amount in controversy equals or exceeds \$150,000, the arbitration must be completed within one year or (2) the arbitrator extends the completion period for good cause or based upon the stipulation of the parties. Arbitration proceedings shall be deemed initiated upon the appointment of the arbitrator.

21. HOURS FOR PERFORMANCE

Working hours for the construction project will be 7:00 a.m. to 4:00 p.m. on any Working Day. Contractor is to take into special consideration that the nature of the Work is located in public areas and facilities. As such, all work will not disrupt or conflict with public activities.

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CITY OF MISSION VIEJO

PROPOSAL

**WORLD CUP SOCCER FIELDS SECURITY
LIGHTING - CIP 339**

TO CITY OF MISSION VIEJO, as AGENCY:

In accordance with AGENCY's "Notice Inviting Bids", the undersigned bidder ("BIDDER") hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated Contract as set forth in the Plans, Specifications, and Contract Documents therefor, and to perform all Work in the manner and time prescribed therein.

BIDDER declares that this proposal, including the bid sheets, the subcontractor list, the non-collusion declaration, the Iran Contracting Act declaration, and a sufficient funds declaration ("Proposal") is based upon careful examination of the Work site, Plans, Specifications, Notice Inviting Bids, Instructions to Bidders, and other Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into the Contract with AGENCY at the unit and/or lump sum prices set forth in this Proposal. BIDDER understands that failure to enter into the Contract in the manner and time prescribed will result in forfeiture to AGENCY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire Work, that any estimated quantities set forth in the Proposal are solely for the purpose of comparing bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily Completed. It is agreed that any unit and/or lump sum prices in the Proposal include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

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

BIDDER declares that the only persons or parties interested in this Proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this Proposal; that this Proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this Proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone: () _____

E-mail _____

State Contractor's License No. and Class _____

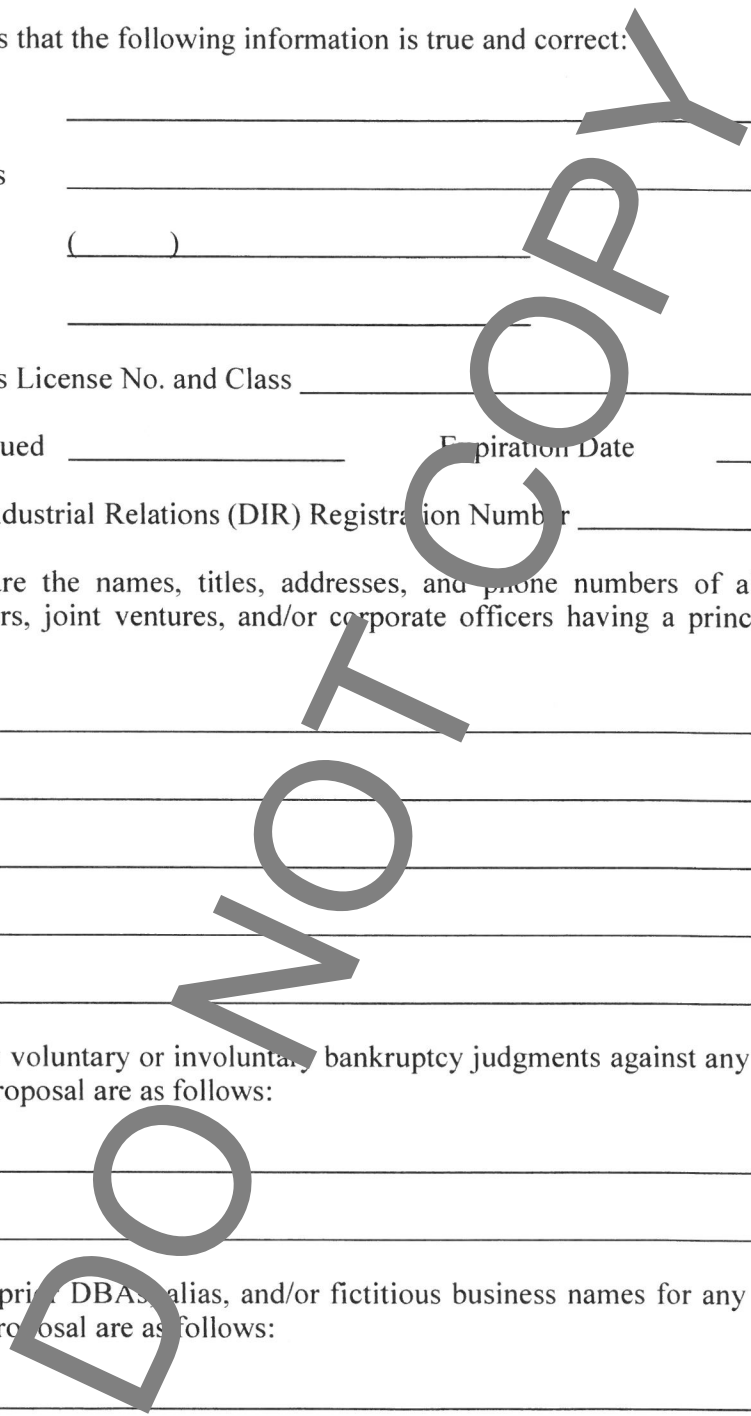
Original Date Issued _____ Expiration Date _____

Department of Industrial Relations (DIR) Registration Number _____

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

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

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this Proposal are as follows:



REFERENCES

The following are the project names, addresses, contact persons, and phone numbers for all public agencies for which BIDDER has performed similar work within the last two years:

DESIGNATION OF SURETIES

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

DO NOT COPY

**CITY OF MISSION VIEJO
PUBLIC SERVICES DEPARTMENT**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or Completing any contract for construction.

1. Have you ever been disqualified from any contract?

Yes No

2. If yes, explain the circumstances:

Signature of Bidder

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PROPOSAL

IN WITNESS WHEREOF, Bidder executes and submits this Proposal with the names, titles, hands and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

Subscribed and sworn to this _ day of _____, 20__.

NOTARY PUBLIC _____

AGENCY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

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Signature of Notary Public

(SEAL)

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(10% of the Proposed Amount)

CITY OF MISSION VIEJO

BID BOND

WORLD CUP SOCCER FIELDS SECURITY LIGHTING - CIP 339

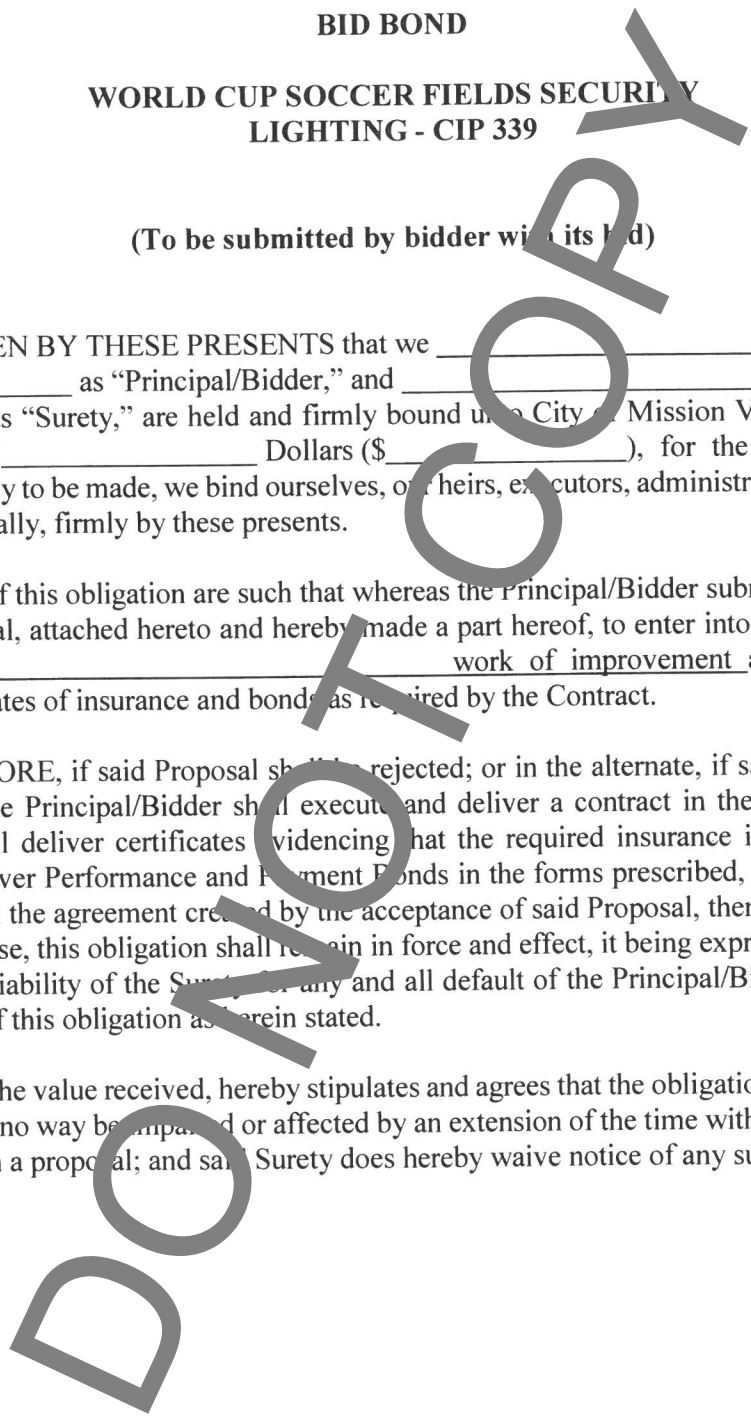
(To be submitted by bidder with its bid)

KNOW ALL MEN BY THESE PRESENTS that we _____ as "Principal/Bidder," and _____ as "Surety," are held and firmly bound unto the City of Mission Viejo as "Agency" in the penal sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal/Bidder submitted to the Agency a certain Proposal, attached hereto and hereby made a part hereof, to enter into the written Contract for the _____ work of improvement and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Proposal shall be rejected; or in the alternate, if said Proposal shall be accepted, and the Principal/Bidder shall execute and deliver a contract in the prescribed Form of Agreement, shall deliver certificates evidencing that the required insurance is in effect and shall execute and deliver Performance and Payment Bonds in the forms prescribed, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise, this obligation shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal/Bidder hereunder shall be the amount of this obligation as herein stated.

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



BID BOND (Page Two)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal/Bidder) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

NOTE: SIGNATURE OF SURETY OFFICIALS MUST BE NOTARIZED

BOND APPROVED AS TO FORM:

William P. Curley III
City Attorney
City of Mission Viejo

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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CITY OF MISSION VIEJO
IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2203)
WORLD CUP SOCCER FIELDS SECURITY
LIGHTING - CIP 339

(To be executed by bidder and submitted with its bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Notification to All Contractors and Grantees (EO Paragraph #3)

[DATE], 20__

[Name
Here] [Title
Here]
[Name of Business or Organization]
[Address line 1]
[Address line 2]

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear [Name Here]:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

[Name]
[Title]

CITY OF MISSION VIEJO

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

WORLD CUP SOCCER FIELDS SECURITY
LIGHTING - CIP 339

(To be executed by bidder and submitted with its bid)

Owner: City of Mission Viejo

Contract: WORLD CUP SOCCER FIELDS SECURITY LIGHTING - CIP 339

I, _____, declare that I am the _____ [insert title] of _____ [the entity], the entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ [the entity] to comply with all local, state or federal labor laws or regulations during performance of the Contract, including payment of prevailing wage, and that _____ [the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20__, at _____ [city], _____ [state].

Date: _____

Signature

Print Name: _____

Print Title: _____

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CITY OF MISSION VIEJO

PROPOSAL BID SHEET

WORLD CUP SOCCER FIELDS SECURITY LIGHTING - CIP 339

TO THE CITY CLERK OF MISSION VIEJO, CALIFORNIA

BIDDER (Firm Name) _____
 The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

Project: WORLD CUP SOCCER FIELDS SECURITY LIGHTING - CIP 339

All in accordance with Drawings and Specifications on file at the _____ of the City Clerk, **City of Mission Viejo.**

The following estimates of quantities of work to be done and materials to be furnished are approximate only. They are given as a basis for comparison of bids and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work that may be deemed necessary or expedient by the City.

SCHEDULE OF PRICES
Base Bid

WORLD CUP SOCCER FIELDS SECURITY LIGHTING - CIP 339

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	SUBTOTAL
1.	Mobilization	1	LS	\$	\$
2.	Demolition, per Demolition Plan in the Appendix B	1	LS	\$	\$
3.	Provide and Install New Concrete Foundation per the Plans in the Appendix B	24	EA	\$	\$
4.	New Concrete Pole with Single Arm & Fixture (City to purchase poles, fixtures, and fixture arms; contractor to coordinate delivery, store and install) Ameron Pole Model # VBP 4.6, 14' 10" Above Grade, Color: 2131 Lumec Single Fixture Model #DMS5135W32LE14K-T-LE2F-UNV-DMG-FIXTURE Lumec Single Fixture Arm Model #LM-1A-R4-BR	24	EA	\$	\$
5.	Reuse existing circuits. Provide all necessary Conduit, Wire, Pull Boxes, Breakers, Relays, Trenching, etc.	1	LS		

6.	Concrete Cap for Anchor Bolts per Detail in the Appendix B	24	LS	\$	\$
7.	Repair Hardscape and/or Landscape Areas Damaged by Construction	1	LS	\$	\$
8.	Maintain Operable Security Lighting in Park at all times during Construction	1	LS	\$	\$
TOTAL BASE BID AMOUNT:					\$

Total Base Bid Amount in Numbers: \$ _____

Total Base Bid Amount in Words: _____ Dollars

SCHEDULE OF PRICES
BID ALTERNATE #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
1.	Mobilization	1	LS	\$	\$
2.	Demolition, per Demolition Detail in the Appendix B	1	LS	\$	\$
3.	Provide and Install New Concrete Foundation per the Plans in the Appendix	5	EA	\$	\$
4.	New Concrete Pole with Single Arm & Fixture (City to purchase poles, fixtures, and fixture arms; contractor to coordinate delivery, store and install) Ameron Pole Model # VBR04.6-12-00" Above Grade, Color: _____ Lumec Single Fixture Model #DMS50-35W32LED4K-T-LE-5-UNV-DMG-BRTX Lumec Single Fixture Arm Model #LM-1A-R4-BRTX	5	EA	\$	\$
5.	Reuse existing circuits. Provide all necessary Conduit, Wire, Pull Boxes, Breakers, Relays, Trenching, etc.	1	LS		
6.	Concrete Cap for Anchor Bolts per Detail in the Appendix B	5	LS	\$	\$
7.	Repair Hardscape and/or Landscape Areas Damaged by Construction	1	LS	\$	\$
8.	Maintain Operable Security Lighting in Park at all times during Construction	1	LS	\$	\$
TOTAL BID ALTERNATE AMOUNT:					\$

Total Bid Alternate #1 Amount in Numbers: \$ _____

Total Bid Alternate #1 Amount in Words: _____

_____ Dollars

The City will establish the low bidder by the sum of the base bid plus bid alternates regardless of whether the bid alternates are awarded. Contractor agrees that his bid, or any bid item, will not be invalidated by this action.

In case of a variation between the unit price and the totals shown by Bidder, the unit price will be considered to be the bid.

The Contractor shall complete this Bid Proposal Sheet for use only by Agency for comparison of bids and compensation to the Contractor for this project. The estimated quantities and itemized descriptions listed in the Bid Proposal Sheets are supplied to give an indication of the general size of the work. Unit prices are intended to be the basis additions, deletions or substitutions to the work, if required. The accuracy of the estimated quantities is not guaranteed. The Bidder shall make his own estimate from information included in the contract documents and from field inspections. **The work to be performed shall include, but not be limited to, the items described. The bid shall include the furnishing of labor, services, tools, equipment, materials, appurtenances, and incidentals necessary to install or complete all work contemplated per the plans and specifications. Any work required per the plans and specifications for which there is no specific bid item shall be considered as included in the various bid items of work (unless listed by bidder under miscellaneous elements) and no additional compensation will be allowed therefor.** The City reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work that may be deemed necessary or expedient by the City.

NOTE: The City places special emphasis on the presence of the Contractor's representative at all times while work is being performed. A representative from the prime Contractor shall be present at all times. The Contractor must include this cost in its bid. Failure to have the prime Contractor's representative present in accordance with Section 7-6 of the Standard Specifications shall result in the deduction of \$1,000 per day from progress payments to the Contractor. The unit quantities listed in the Proposal Bid Sheet are approximate only. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given in the Proposal Bid Sheet, the Contract Unit Prices will prevail subject to the provisions of Subsection 3-2.2.1 (unless otherwise specified). Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the AGENCY in the amount of ten percent (10%) of the total amount bid.

Bidder's Name _____

Telephone No. _____

It is understood and agreed that:

1. The undersigned has carefully examined all contract documents which will form a part of the Contract; including, the Notice Inviting Bids, the Instruction to Bidders, the Proposal, the Information Required of Bidders, the Agreement, the Faithful Performance Bond, the Labor and Material Bond, the Specifications including Conditions of the Contract and Technical Provisions.
2. The undersigned has, investigated the site of the work and otherwise, and is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and further understands that the City of Mission Viejo will be in no way responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees, acknowledges and is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of this Contract if it is awarded to the undersigned.

The undersigned will begin work after Notice of Award has been given as herein specified and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified. The undersigned will execute the Agreement and furnish the required statutory bonds and Certificates of Insurance within the period of time specified in the Instructions to Bidders.

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive, or made in the interest or in behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which the undersigned submitted a bid. The awards for such work are to be entirely at the discretion of the City of Mission Viejo after evaluation of the bids as submitted.

The undersigned agrees that the City of Mission Viejo shall recover or retain as liquidated damages all amounts equal to the ten percent (10%) of the total amount of the award made, all in accordance with the foregoing stipulations, in the event the undersigned fails to execute a Contract and furnish the required bonds and insurance therefor within the time provided.

7. Submission of a bid will be deemed a binding offer to enter into the attached contract on the terms contained therein for 45 days from the bid opening.

Signature of Bidder: _____

Name (typed): _____

Telephone No.: _____

Respectfully submitted,

Contractor's Business Name

By

Business Address

Title

City, State, Zip

Business Phone Number

Date

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.

Date Received

Bidder's Signature

DO NOT COPY



City of Mission Viejo

200 Civic Center
Mission Viejo, CA 92691
Phone (949) 470-3059

purchasing@cityofmissionviejo.org

Vendor Approval Application

Please type or print in black ink. All vendor information must be complete and application must be signed. A signed Form W-9 must accompany this application.

Name of City Employee requesting this information: _____

Business Information:

*Company Name _____

*Address _____

*City _____ *State _____ *Zip _____

*Contact Name/Title _____ Email _____

*Phone () _____ *Website _____

Accts Receivable Contact Name _____ E-Mail _____

*Remit Address _____ *State _____ *Zip _____

Accts Receivable Phone _____

Where is your DBA registered? _____

Year Established _____ Incorporated: Year _____ State _____

Product or Services provided _____

Standard Terms:

Net 30 2% 10 Net 30 Other _____

Current California License or Certification(s) (Examples: Contractor, Instructors, Health Dept, Architectural, Sports/Fitness, etc.):

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

DIR Registration (if applicable) _____ Number _____

Company Ownership:

Sole Proprietorship Partnership Corporation Other (please indicate) _____

*Information is subject to disclosure under the Public Record Act

Principal Ownership or Corporate Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

References:

Please list three companies with whom you are currently doing business

Company Name _____ Phone (____) _____

Address _____ Suite _____

City _____ State _____ Zip _____

Company Name _____ Phone (____) _____

Address _____ Suite _____

City _____ State _____ Zip _____

Company Name _____ Phone (____) _____

Address _____ Suite _____

City _____ State _____ Zip _____

Do you have a relationship with any existing City of Mission Viejo employee, Commissioner, Council member or Board member? YES NO If yes, please describe relationship below:

Certification:

Under penalty of perjury, I certify that all information provided on this application is true and correct.

Signature of Company Officer _____ Title _____

Please Print Name _____ Date _____

DO NOT COPY

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)
6 City, state, and ZIP code
7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name entered on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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	-		-		
or					
Employer identification number					
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	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/formw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for the exception (under paragraph 2 of the first protocol) and is relying on the exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner who is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the owner that is not disregarded for federal tax purposes. For a disregarded entity's name on line 2, "Business name of disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> • Corporation 	Corporation
<ul style="list-style-type: none"> • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is provided as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> • Partnership 	Partnership
<ul style="list-style-type: none"> • Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or an individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth, possession, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulation section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or trust name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information—such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering the law. The information also may be disclosed to other countries under a treaty to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DO NOT COPY

**CITY OF MISSION VIEJO
CONTRACT AGREEMENT**

**WORLD CUP SOCCER FIELDS SECURITY LIGHTING
CIP 339**

THIS CONTRACT AGREEMENT is made and entered into for the above-stated project this _____ day of _____, 20__, BY AND BETWEEN THE CITY OF MISSION VIEJO, as City and _____ as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

Article I

The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Proposal, General Specifications, Special Provisions in accordance with the Standard Specifications for Public Works Construction, Faithful Performance Bond, Labor and Material Bond, and all referenced specifications, details, Standard Plans and appendices, including all applicable State and Federal requirements; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively all the foregoing shall be referenced as the "Contract Documents"). All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

Article II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

Article III

CONTRACTOR agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole hereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Article IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents.

The total amount of this contract shall not exceed _____ Dollars (\$_____). CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council, or if pursuant to its authority, the City Manager, or his or her designee. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or City representative and CONTRACTOR at the time City's written authorization is given to CONTRACTOR for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000 whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

Article V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

Article VI

CONTRACTOR agrees to indemnify and hold harmless CITY and all of its officers, officials, consultants, employees, agents and volunteers from any claims, demands or causes of action, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

Article VII

CONTRACTOR affirms that the signatures, titles, and seals set forth herein in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CONTRACTOR

CITY OF MISSION VIEJO

Name Date
Title

Dennis Wilberg Date
City Manager

ATTEST

Name Date
Title

Kimberly Summitt Date
City Clerk

APPROVED AS TO FORM:

William P. Curley, III Date
City Attorney

Insurance Review:

Heather Campbell Date
Risk Management Administrator

NOTE:

SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED

DO NOT COPY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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Premium \$ _____
Premium will be based on final contract amount.

Bond No.: _____

**CITY OF MISSION VIEJO
FAITHFUL PERFORMANCE BOND**

**WORLD CUP SOCCER FIELDS SECURITY LIGHTING
CIP 339**

THAT, WHEREAS, the City of Mission Viejo, State of California, entered into a contract dated _____, 20____, hereinafter called "Contract," with _____ (name and address of contractor), hereinafter called "Principal," for the work described as follows:

- Removal and disposal of existing light poles, fixtures, footings, wire, etc.
- Delivery coordination and storage of new light poles and fixtures (to be ordered by the City)
- Installation of new light poles, fixtures and footings
- Field verification of all existing conditions
- Installation of all necessary breakers, wiring, conduits, trenching, etc. and making all connections to the existing Municipal lighting system as necessary for a complete and operable lighting system
- Repair and replacement of any hardscape and/or landscape areas due to the contractors work to the satisfaction of the City
- The Contractor must maintain an operable lighting system at each park at all times during construction

and

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

NOW, THEREFORE, WE, the Principal and _____, duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract, and in any alteration thereof made as therein provided, on its part to be kept and performed, at the time and in the intent and meaning, and shall indemnify, and save and keep harmless the City of Mission Viejo, its officers, officials, employees, agents, and volunteers therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney's fees incurred by the City of Mission Viejo in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered

FAITHFUL PERFORMANCE BOND (Page 2)

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20__.

(Seal)

(Seal)

SURETY:

PRINCIPAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Premium \$ _____
Premium will be based on final contract amount.

William P. Curley, III
City Attorney, City of Mission Viejo

DO NOT COPY

**CITY OF MISSION VIEJO
LABOR AND MATERIAL PAYMENT BOND**

**WORLD CUP SOCCER FIELDS SECURITY LIGHTING
CIP 339**

THAT, WHEREAS, the City of Mission Viejo has awarded to _____ (name and address of contractor), hereinafter called "Contractor," a contract for the work described as follows:

- Removal and disposal of existing light poles, fixtures, footings, wire, etc.
- Delivery coordination and storage of new light poles and fixtures (to be ordered by the City)
- Installation of new light poles, fixtures and footings
- Field verification of all existing conditions
- Installation of all necessary breakers, wiring, conduit, trenching, etc. and making all connections to the existing Musco lighting system as necessary for a complete and operable lighting system
- Repair and replacement of any hardscape and/or landscape areas due to the contractors work to the satisfaction of the City
- The Contractor must maintain an operable lighting system at each park at all times during construction

and

WHEREAS, said Contractor is required by the provisions of Sections 3247-3252 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor as Principal, and _____, duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto the City of Mission Viejo, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Contract and referred to in Article 15 of the Civil Code, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, said sum being not less than one hundred percent (100%) of the estimated amount payable by the said City of Mission Viejo under the terms of the Contract for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Principal, its heirs, executors, administrators, successors and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or tools, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 7 of Article 5 of Part 4 of Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety shall pay for the same in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay costs and reasonable expenses and fees, including 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 claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in

Bond No.: _____

any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

DO NOT COPY

LABOR AND MATERIAL PAYMENT BOND (Page 2)

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____

(Seal)

SURETY:

By: _____
Name: _____
Title: _____

(Seal)

PRINCIPAL:

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

William P. Curley, III
City Attorney, City of Mission Viejo

Premium \$ _____
Premium will be based on final contract amount.

DO NOT COPY

**CITY OF MISSION VIEJO
COMPENSATION INSURANCE CERTIFICATE**

**WORLD CUP SOCCER FIELDS SECURITY LIGHTING
CIP 339**

Pursuant to Section 1861 of the State Labor Code (amended by Stats. 1979, ch. 873, p. 1343), before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Contractor, prior to commencing work, shall sign and file with the City of Mission Viejo a certification as follows:

I am aware of the provisions of Section 1861 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

By: _____

Title: _____

Date: _____

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Section 3700 of the State Labor Code reads as follows:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

(Amended by Stats, 1978, c. 1379, p. 4571)

Compensation Insurance Certificate

To be submitted with Contract Agreement

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CITY OF MISSION VIEJO

GENERAL SPECIFICATIONS

**WORLD CUP SOCCER FIELDS SECURITY LIGHTING
CIP 339**

SCOPE OF WORK

The Work to be done consists of furnishing all permits, licenses, testing, materials, equipment, tools, labor and incidentals as required by the Contract Documents to construct the above-stated project, as well as any other duties or obligations of Contractor under the Contract Documents.

The general items of Work include park improvements, including:

- Removal and disposal of existing light poles, fixtures, footings, wire, etc.
- Delivery coordination and storage of new light poles and fixtures (to be ordered by the City)
- Installation of new light poles, fixtures and footings
- Field verification of all existing conditions
- Installation of all necessary breakers, wiring, conduit, trenching, etc. and making all connections to the existing mesco lighting system as necessary for a complete and operable lighting system
- Repair and replacement of any hardscape and/or landscape areas due to the contractors work to the satisfaction of the City
- The Contractor must maintain an operable lighting system at each park at all times during construction

The above improvements to include, but are not limited to, site mobilization, site clearing and grading, drainage improvements, installation of hardscape, construction of playground, site furniture, security lighting and all ancillary Work.

LOCATION OF WORK

The general locations and limits of the Work are as follows:

World Cup Soccer Fields, 2736 La Paz, Mission Viejo, CA 92692

TIME OF COMPLETION

The Contractor shall complete all Work in every detail within 110 working days (as defined in the Greenbook Standard Specifications; see below) after the date of the Notice to Proceed, exclusive of maintenance periods.

PERFORMANCE OF AT LEAST 50% OF THE WORK

Per Standard Specifications section 2-3.2, the Contractor must perform at least 50% of the Work itself, except that any designated "Specialty Item" may be performed by subcontractors and the amount of any such "Specialty Items" so performed will be deducted from the contract price before computing the amount required to be performed by the Contractor with its own organization. No specialty items have been designated for this project.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

Southern California Gas Company
1919 South State College
Anaheim, California 92803
Steve Alcalá (714) 634-3185

Southern California Edison
14155 Blake Parkway
Orange, California 92619
Andrew MacBeth
(949) 458-4618

Cox Communications
29947 Avenida de las Banderas
Rancho Santa Margarita, California 92688
Steve Demora (949) 279-7524

Santa Margarita Water District
26111 Antonio Parkway
Rancho Santa Margarita, California 92688
Bart Lantz
(949) 459-6505

AT&T California
1265 North Van Buren, Room 180
Anaheim, California 92807
Leslie Monty
(714) 666-5467

Metropolitan Water District
P.O. Box 54153
Los Angeles, California 90054-0153
(213) 217-6000

City of Mission Viejo
Public Services Department
27204 East La Paz Road
Mission Viejo, California 92692
(949) 470-3064

Moulton-Niguel Water District
27500 La Paz Road
Laguna Niguel, California 92656
Ray McDowell
(949) 425-3527

The California Public Utilities Commission mandates that, in the interest of public safety, mainline gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0680, at least two (2) working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from its operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above-referenced utility work to be done in conjunction with this project. The Contractor shall schedule its work and conduct its operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in its schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such water and has prepared his bid accordingly; and Contractor submitting a bid assumes all said risks.

The Contractor shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will insure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

TRENCH SAFETY AND SHORING EXCAVATION

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descent.

The Contractor shall furnish all labor, equipment, and materials required to design, construct, and remove all sheeting, shoring, and bracing or other equivalent method of support of this project.

Excavation for any trench five (5) feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from hazards of caving ground. Such plan shall be submitted at least five (5) days before the Contractor intends to begin excavation and shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during excavation. No such plan shall allow the use of shoring, sloping, or protective system less effective than required by Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by the Engineer who is registered as a Civil or Structural Engineer in the State of California.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

The Contractor shall include in his bid all costs for the above requirements. Full compensation for sheeting, shoring, bracing, and all other things necessary shall be considered as included in the appropriate bid items of work, and no additional allowance will be made therefore.

CONSTRUCTION FENCING

The Contractor shall furnish and install temporary 6' height construction fencing enclosing all construction areas protecting the public from potential harm. This temporary fencing shall not

block sidewalks or access roads unless approved in writing by the City. The fencing location shall be approved by the City and shall remain in place through the maintenance period, unless the City directs otherwise. Fencing shell includes privacy shade cloth.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the most recent edition of the Standard Specifications for Public Works Construction, current Edition, including all supplements as written and promulgated by the Joint Cooperative Committee of the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications (the "Greenbook") are available from the publisher:

Building News, Incorporated
1612 South Clementine Street, Suite A
Anaheim, California 92802
(714) 517-0970

The section numbers of the City's General Provisions and Special Provisions coincide with those of the Standard Specifications for Public Works Construction. Only those sections requiring amendment or elaboration, or specifying options, are called out.

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the items to be furnished and installed complete and in place and that only the best general practice is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and perform all the work, involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board of Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public work site are making such contributions.

Information relative to apprenticeship standards, contribution wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the City to supply goods, services, or materials the Contractor or Subcontractors offer and agree to assign to the City 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professional Code arising from purchase of goods, services, or materials pursuant to the contract or subcontract. This assignment shall become effective when the City tenders final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Government Code Chapter 13, Section 4590, the Contractor may substitute securities for monies withheld by the City to ensure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally-chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the contract. The form for this escrow agreement, as required by Public Contract Code section 22300, may be obtained from the City Attorneys' office.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

WATER POLLUTION CONTROL (NPDES COMPLIANCE)

The City of Mission Viejo in conformance with the City's National Pollutant Discharge Elimination System (NPDES) Permit, is dedicated to the elimination/reduction of water pollution as a result of construction projects. The Contractor shall comply with the items described in this section and construct those facilities as specified by these Contract Documents, as required by law,

or as directed by the Engineer, as necessary to eliminate/reduce water pollution. Said items are intended to provide prevention, control, and abatement of water pollution into storm drain systems, streams, oceans, and other bodies of water as a result of the Contractor's operations. These items are supplemental to those required of the Contractor in Section 7-8 "Project Site Maintenance" of the Standard Specifications for Public Works Construction.

1. Concrete and Mortar Products:

The contractor shall prevent or reduce the discharge of pollutants into storm water or storm water systems from concrete waste by conducting washouts at appropriate off-site locations, performing on-site washouts in a designated area, and providing appropriate training for employees and subcontractors.

The Contractor shall store and mix dry and wet materials either off-site or under cover, away from drainage areas.

For washout of concrete trucks, the Contractor shall provide appropriate off-site locations or designated contained areas at least 50 feet away from storm drains, open ditches, streets, or streams.

The Contractor shall prevent run-off from designated washout areas by constructing a temporary pit or bermed area large enough to handle all produced liquid and solid waste. When concrete sets, break up and dispose of concrete in construction fills per direction of the soils engineer or dispose of it as solid waste and/or recycle.

The Contractor shall inform concrete suppliers and subcontractors of the designated washout locations and disposal sites for concrete and mortar products and shall be responsible for ensuring that all workers use it appropriately.

2. Construction Water:

The Contractor shall reduce or eliminate excessive construction water that may cause erosion and carry pollutants from the site. In addition, the Contractor shall:

1. Store construction water in leak proof tanks, located away from drainage systems.
2. Use construction water conservatively.
3. Whenever possible, dispose of excess water on-site, by allowing it to soak into the ground.

3. Saw cutting water runoff:

Saw cutting water runoff contains pollutants that must be contained and disposed of properly. The Contractor shall:

1. Prevent saw cut water runoff from entering catch basins, manholes, and storm drains.

2. Direct water into a temporary pit and dispose of the water by vacuuming the water into a truck and removing the water from the site.
3. Place drip pans or absorbent materials under saw cutting equipment when not in use.
4. Clean up spills with absorbent materials rather than burying. Dispose of absorbent material properly.

4. **Housekeeping/Cleanup**

The Contractor shall prevent pollution of storm water from cleanup and disposal operations by using good housekeeping methods. When fluids or dry materials spill, cleanup should be immediate, thorough, and routine. The Contractor shall never attempt to "wash them away" with water, or bury them. The Contractor shall report significant spills to the appropriate spill response agencies immediately. The Contractor shall recognize that different types of materials have different disposal requirements and follow appropriate practices. The Contractor shall confine non-hazardous debris to dumpsters, covered at night or during wet weather, and take the debris to a landfill for recycling or disposal. The Contractor shall handle hazardous debris in accordance with specific laws and regulations and dispose of them properly. A separate permit may be required. Common hazardous debris found on construction sites are: Liquid residues from paints, thinners, solvents, glues, and cleaning fluids, leaching agents from lumber such as formaldehyde, arsenic, copper, creosote and chromium, motor oil, gear oil, antifreeze fluids, brake fluids, etc., and unused pesticides.

5. **Sanitary Waste Management:**

The Contractor shall prevent the discharge of sanitary waste into storm water systems by providing convenient, properly located, well-maintained facilities. The Contractor shall hire a licensed portable sanitary facility leasing company, which will clean the facilities regularly and keep them in good working order. The Contractor shall make sure that portable sanitary facilities are located on relatively level ground away from traffic areas, drainage courses, and storm drain courses, and storm drain inlets. The Contractor shall regularly inspect the facilities for any leaks, and have defective units replaced.

6. **Vehicle and Equipment Management:**

The Contractor shall use and maintain construction vehicles and equipment in a manner that prevents leaks and spills of fluids, contains wash waters, and controls off-site tracking. The Contractor shall not allow leaking vehicles and equipment on-site and shall inspect equipment and vehicles frequently for leaks and repair them immediately. The Contractor shall clean up spills and leaks promptly with absorbent materials, and shall not flush said spills with water.

The Contractor shall fuel, maintain, and repair vehicles and equipment off-site whenever possible and on-site only in designated areas. The Contractor shall prevent run-on and run-off from designated areas and provide cover as well as containment devices as necessary.

The Contractor shall wash vehicles and equipment on-site in designated, contained areas, allowing wash waters to infiltrate into the ground. The Contractor shall use phosphate-free, biodegradable soaps, and limit steam cleaning to confined areas only.

When not in use, the Contractor shall store equipment and vehicles in designated, contained areas and place drip pans and absorbent material under stored equipment that is prone to leaking and dripping (e.g., paving equipment).

If the Contractor must drain and replace motor oil, radiator coolant, or other fluids on-site, uses drip pans or drop cloths to catch drips and spills. The Contractor shall collect all spent fluids, store in separate containers, and recycle when possible. Note: For recycling purposes, such liquids must not be mixed with other fluids. Non-recycled fluids generally must be disposed of as hazardous waste.

Except as otherwise provided for in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements of this section including furnishing all labor, tools, equipment, and materials necessary for doing the work, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

NOTE: The City of Mission Viejo is a co-permittee with the County of Orange for the water discharge from the San Diego Regional Water Quality Control Board. The contractor will be held accountable and should make himself aware of all municipal activities procedures as part of the NPDES permitted program.

DO NOT

CITY OF MISSION VIEJO

GENERAL PROVISIONS

WORLD CUP SOCCER FIELDS SECURITY LIGHTING – CIP 339

These General Provisions amend the Standard Specifications as indicated and take precedence over the General Specifications and Standard Specifications (see proposed order of precedence, below [Section 2-5.2]).

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS [Add the following]:

The definitions in this section apply throughout the Contract Documents.

- “Agency” - City of Mission Viejo
- “Board” - City Council for the City of Mission Viejo
- “City” - City of Mission Viejo
- “County” - County of Orange (OCENA)
- “Engineer” - City
- “Federal” - United States of America
- “Inspector” - Inspector for the Agency (or his designee)
- “State” - State of California

“Change Order” – [add the following sentence to the definition:] If signed by the Agency and Contractor, and approved by the Board (or approved by the City Manager if changes cumulatively total less than 15% of the Contract price or \$30,000, whichever is less), the Change Order qualifies as a Supplemental Amendment.

[add this definition:] “Completion” and “Complete” – Statutory definitions of “Completion” and “Complete” shall apply for those statutory purposes (for example, see Public Contract Code §7107 for release of retention, and Civil Code §9200 for stop payment notices and notice of completion). For all other purposes, including accrual of liquidated damages, claims, and warranties, “Completion” and “Complete” mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) City’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute “Completion” or “Complete.”

“Supplemental Agreement” – [replace the definition with the following:] A written amendment of the Contract Documents signed by the Agency and the Contractor, and approved by the Board

(or approved by the City Manager if changes cumulatively total less than 15% of the Contract price or \$30,000, whichever is less), including but not limited to a Change Order.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [Add the following]:

Within ten (10) working days after the date of the Notice to Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement
- Faithful Performance Bond
- Payment Bond
- Proof of Insurance, including Policies, Endorsements, and a Public Liability and Property Damage Insurance Certificate
- Workers' Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee. The Contract Agreement shall not be considered binding upon the Agency until executed by the authorized Agency officials.

A corporation to which an award is made must be required, before the Contract Agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS [Add the following]:

Both the Faithful Performance Bond and the Labor and Material Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Faithful Performance Bond will remain in effect until actions against Contractor, including those for patent and latent deficiencies, may no longer be timely filed, including but not limited to the 10-year period of Code of Civil Procedure section 337.15.

2-5.1 General [Replace the first paragraph with the following]:

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

2-5.2 Precedence of the Contract Documents [replace with the following:]

In the case of conflict between any of the Contract Documents, the order of precedence in Standard Specification section 2-5.2(a)-(j) is amended as follows:

- (a) Permits issued by jurisdictional regulatory agencies.
- (b) Change Orders and Supplemental Agreements; whichever occurs last.
- (c) Contract/Agreement.
- (d) Addenda.
- (e) Contractor's Proposal (including Bid Sheet, subcontractor list, non-collusion declaration, bid bond, Iran Contracting Act Declaration, and Sufficient Funds Declaration).
- (f) Performance and Payment Bonds.
- (g) Notice Inviting Bids.
- (h) Instructions to Bidders.
- (i) Special Provisions.
- (j) General Provisions.
- (k) Project Plans.
- (l) Standard Plans.
- (m) General Specifications.
- (n) Standard Specifications (Greenbook).
- (o) Reference Specifications.
- (p) Workers Compensation Certification.

For any conflict in the Contract Documents not resolved by the above order of precedence, the more stringent, higher quality, and/or greater quantity of Work shall control. Detailed drawings shall take precedence over general drawings.

2-6 WORK TO BE DONE [add the following to the end of the paragraph:]

Contractor shall expeditiously perform all changes in the Work as directed by Agency. See Section 3-2.1 regarding changes in the Work.

If Contractor believes that acts or omissions of City (including but not limited to City caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on City's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions (see Section 3-5, below), Contractor shall provide written notice of the excuse within five (5) days of the City's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the City's Project management of the Work and Project and the mitigation of costs and delays to the Work and Project.

2-9 SURVEYING

2-9.3 Survey Service [Replace the first two paragraphs with the following]:

The Contractor shall provide surveying and construction staking required for the construction of this Work. The cost of surveying and/or construction staking shall be the responsibility of the Contractor and will be paid in the item of the Work called survey and construction staking.

2-11 INSPECTION [add the following:]

The Agency's supervision and inspection of the Work does not act as acceptance or agreement with any defective aspect of that Work, nor as a waiver of the Agency's claims against the Contractor regarding that Work. Responsibility for the quality of the Work is the Contractor's.

SECTION 3 - CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 General [replace the first paragraph with the following]:

The Agency may change the Contract Documents or the scope of the Work, including additions and deletions of Work, by issuing a written Change Order to Contractor. Contractor shall expeditiously perform the revised Work pursuant to the Change Order. Contractor shall sign any Change Order that provides proper reduction of money and time, and/or proper additional money and time, based on the changes in the Work. If Contractor believes the Change Order should have smaller reductions in money or time, or larger increases in money or time, based on the changes in the Work, Contractor must follow the procedures in Section 3-5, below, including but not limited to Notice of Potential Change, Change Order Request, and Claim.

Unless a signed Change Order specifically states otherwise, it shall constitute full and final compensation, both money and time, for the specified issue, and shall act as a complete waiver by Contractor of all claims related to the specified issue.

3-3 EXTRA WORK

3-3.2.3 Markup [Add the following as the first paragraph] :

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickups or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing Work directly on the change order and then shall only be reported at the labor classification of the Work performed.

3-5 DISPUTED WORK [Delete second sentence and add the following]:

Protest Procedures:

If the Contractor considers any Work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling, or decision of the Inspector or Engineer to be unfair, he shall, within ten (10) working days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the Engineer, stating clearly and in detail his objections and reasons therefore, including an estimate of any additional money or time that Contractor believes should be granted by the City under the Contract.

Except for such protests and objections as are made of records, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the Engineer.

Upon receipt of any such protest from the Contractor, the Engineer shall review the demands, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision.

Notice of Potential Change:

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to City within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the City may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the City may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by City. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by City. If Contractor intends to rely on City's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in Section 2-6, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the City's Work and Project management and the mitigation of Work and Project costs and delays.

Change Order Requests:

If, after submitting a written Notice of Potential Change, Contractor continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City) based on an issue, then Contractor shall submit a Change Order Request (“COR”) to City within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of rejection by City of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth below for certification of a Claim, except that every reference to “Claim” shall be changed to “COR.” If a COR is submitted without certification, a certification can still be submitted within the COR timelines set forth above. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the City does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the City requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the City shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the City fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

Definition of Claim:

A “Claim” is a separate demand by the Contractor for (a) a time extension, including, without limitation, relief from damages or penalties for delay assessed by City, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, 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 City. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmission in any manner of a COR which was previously rejected (see above) constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by City inaction. A Claim includes any dispute Contractor may have with the City, including one which does not require a Notice of

Potential Change or COR (see above), and includes an alleged breach of contract by the City. A Claim shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and these provisions, these provisions shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see below) for Contractor to submit a COR and for City to process and reject the COR (see above), then either (1) Contractor may submit a COR which City shall treat as a Claim, but only if the COR complies with all requirements, or (2) a COR is not required so long as a Claim complying with this Section 3.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

Time for Submitting Claim:

Contractor shall submit a Claim to the City on or before the earlier of (a) 15 days after Completion of the Work or (b) the Contractor's submission of its date of the Final Progress Payment Application. City's rejection, or lack of rejection, of a COR at any time does not affect the deadline for filing a Claim.

In addition, on or before submitting its request for a final progress payment based on 100% Completion of the work, Contractor shall submit to City, in writing, a summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed and which were fully compliant with the Contract's requirements for Claims. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the above Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Section 3.5, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see below), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification; and any failure by City to reject, or any delay in rejecting, a Claim on that basis does not waive the City's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for time extension or additional money beyond the timelines set forth in this provision unless the City agrees in writing to allow the reservation.

Content of Claim:

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, _____ [name of declarant], declare the following:

_____ [Contractor company name] has contracted with _____ [public entity name] for the _____ [name of Contract] Contract. _____ [Contractor company name] authorized me to prepare the attached Claim for money and/or time extension for _____ [public entity name] regarding this Contract (dated _____, 20____, entitled _____, and requesting \$ _____ and/or _____ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ [contractor company name] regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ [contractor company name].

The attached Claim does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that [public entity name] is responsible under its Contract with _____ [contractor company name].

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that City, or City's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 2____, at _____, California.

_____[name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issue for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Claims for Additional Money:

Each Claim for additional money (including but not limited to those described above) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the City, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the City expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

Claims for Additional Time:

If the Contractor wishes to make a Claim for an increase in the Contract Time pursuant to these provisions, the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the City's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds still remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within twenty (20) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the City expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

If weather is the basis for a Claim for additional time, Contractor must provide City data and facts showing that the weather conditions were not foreseeable at the time of the bid, could not have been

reasonably anticipated or mitigated during the Work, and had an adverse effect on the critical path of the scheduled construction.

“Pass Through” Claims:

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the City. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to City, then Contractor must comply with all requirements of these provisions for Notices of Potential Change Order Requests, and Claims. Contractor must prepare and submit its own analysis of the Subcontractor’s request, and the Claim must include a copy of the Subcontractor’s request along with any other necessary supporting documentation.

The Contractor’s analysis of the Subcontractor’s request must include Contractor’s detailed explanation as to why the Subcontractor or supplier’s request is the City’s responsibility, including Contractor’s analysis of (a) why the amount of damages the subcontractor or supplier requests is justified and appropriate, (b) how Contractor’s breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the City’s breach of the Contract caused the Contractor’s breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that City is responsible for the subcontractor’s request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor’s rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Procedures for Claims:

Claims are subject to this Section 305 and Public Contract Code section 9204, as well as the rest of the Contract Documents. Claims of \$375,000 or less must also comply with Public Contract Code sections 20104 et seq. (see below) but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures of Section 9204, the requirements of Section 9204 shall control.

Procedures for All Claims (including but not limited to PCC §9204):

Review and Response by City

The City shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, City may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the City may have against the Contractor. City shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by City and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If City needs approval from its governing body to provide the written response, and the governing body does not meet within the 45 days or any extended period of time, then the City shall have up

to three days after the next publicly noticed meeting of the governing body to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues the written response. City's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

Meet and Confer

If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City'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 written demand sent by registered or certified mail return receipt requested, the City shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the City and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the City that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Written Statement by City

Within ten (10) business days after the conclusion of the meet and confer conference, the City shall give a written statement to the Contractor 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 the written statement.

Mediation

Within ten (10) business days of issuance of City's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the City and Contractor sharing the costs equally. The City and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the City in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all rights to further pursue the Claim under the Contract Documents. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. City's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

Government Code Claim

If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all Claim procedures described in the Contract Documents, including but not limited to this Section 5-5. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

City and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under these contractual Claim procedures until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

Additional Procedures for Claims of \$375,000 or Less (PCC §20104.2):

Pursuant to Public Contract Code section 20104.2, Claims less than or equal to \$375,000 are also subject to the following requirements, unless in conflict with the above procedures.

Claims Less Than \$50,000

For Claims of less than fifty thousand dollars (\$50,000), the City 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 City may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and Contractor. If City and Contractor cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within fifteen (15) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for the money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation, or within a period of time no

greater than that taken by the Contractor in producing the additional information, whichever is greater.

Claims Over \$50,000, But Not Over \$375,000

For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City 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 the issues to the Claim the City may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the City and Contractor. If City and Contractor cannot reach mutual agreement, Contractor's failure to provide any reasonably-requested information within thirty (30) days after the request, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section below) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

Meet and Confer

If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City'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 City shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the City and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the City that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see below) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Continuing Contract Performance:

Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by City, and the City shall

continue to make any undisputed payments in accordance with the Contract.

Trenching More than Four Feet:

When any excavation or trenching extends greater than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any (1) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law; (2) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, different materials from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any deadline for Completion 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.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General [Add the following to the first paragraph]:

Warranties or guarantees on accepted Work will be for one year following project acceptance.

4-1.3.1 General [Add the following]:

The Agency will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet specifications.

TESTING LABORATORY SERVICES FURNISHED BY THE CITY

The City shall pay all charges of testing laboratories for quality control tests made in the field or laboratory on concrete, asphalt mixtures, moisture-density (Proctor) and relative density tests on embedment, fill, and backfill materials, in-place field density tests on embedments and fills, and

other materials and equipment, during and after their incorporation in the Work. Field sampling and testing will be performed by Engineer personnel, in the general manner indicated in the specifications, with minimum interference with construction operations. Engineer shall determine the exact time and location of field sampling and testing, and may require such additional sampling and testing as necessary to determine that materials and equipment conform with data previously furnished by Contractor and with the Contract Documents.

Arrangements for delivery of samples and test specimens to the testing laboratory will be made by the City. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three (3) copies of a written report of each test performed by laboratory personnel. Two (2) copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) working days after each test is completed.

SECTION 5 - UTILITIES

5-1 LOCATION [Add the following paragraph]:

The Contractor shall notify the City agency as listed in the General Specifications at least 48 hours in advance of excavating around any of their structures. The Agency does not guarantee that all utilities are listed.

Existing Utilities

1. Information on the drawings relating to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. The Contractor shall excavate test pits as required to determine exact locations of existing utilities. Call utility locating service for precise utility locations before beginning any work. Underground Service Alert (800) 422-4133.
2. Perform Work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting. The costs for such Work shall be absorbed in the unit prices bid for the various contract items.

3. When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. [Add the following]:

The Contractor's proposed baseline construction schedule shall be submitted to the City within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the City will schedule a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic progress reports to the City by the tenth day (10th) of each month. The report shall include an updated construction schedule showing as-built schedule for Completed Work and as-planned schedule for remaining Work. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE

[Replace the first sentence with the following:]

The Board may terminate the Contract for any reason at any time.

[Replace the last two sentences with the following:]

If the Contractor disagrees with the amount determined by the Agency, the Contractor shall follow all procedures of Section 2.5 above.

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 General [add the following to the end of this section:]

No time extension shall be granted unless the claimed delay meets each and every of the following conditions:

- (a) The delay was caused by unforeseen events and was beyond the control of Contractor and its subcontractors and material suppliers;

(b) The delay was caused by events of which Contractor was not advised at or before the time of bidding;

(c) The delay impacted and delayed (i) the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), or (ii) the Completion of the whole Work within the Contract time;

(d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;

(e) The delay was not associated with loss of time resulting from the necessity of submittals to Agency for approval, or from necessary Agency surveys, measurements, inspections and testing;

(f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and

(g) The delay could not have been prevented by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Agency, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually and uncommonly severe weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Agency shall take into consideration other relevant factors such as concurrent delays.

Contractor has the burden of proving that any delay was excusable, including but not limited to an analysis that establishes no concurrency.

No extension of time will be granted for an excusable delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the Work in a

diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the 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. The term "shortage of materials" shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the Work. The term "shortage of materials" 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. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delay in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

6-6.3 Payment for Delays [replace paragraph with the following:]

To be compensable an excusable delay must be one for which the Agency is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, such as judicious handling of forces, equipment, or plant, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph,

(c) the cause of the delay was reasonably unforeseen by the Agency or the delay was caused by factors beyond the control of the Agency, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Agency's reasonable arrangements for such performance; or (d) any other defense available to Agency under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

The Contractor may not seek damages for delay of a planned Completion of the Work before the contractual deadline for Completion of the Work.

6-7 TIME OF COMPLETION

6-7.1 General [Add the following]:

The time for Completion shall be thirty (110) working days.

6-7.2 Working Day [Replace with the following]:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 4:00 p.m. on Working Days Monday through Friday.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY

6-8.2 Acceptance [replace paragraph with the following:]

Only the Board may accept the Work as Complete. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Board that it accept the Contractor's performance of the Work as Complete.

On or within fifteen (15) days after acceptance by the Board, or sixty (60) continuous days of cessation of labor, whichever is earlier, the Agency may record a Notice of Completion.

6-8.3 Warranty [add the following.]

Nothing contained in this Section 6-8.3 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced by Agency, or to the time within which proceedings may be commenced by Agency to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

6-9 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be

sustained by the City. For each calendar day the Work is not Complete in excess of the time specified in the Contract for Completion of the Work, as adjusted in accordance with Subsection 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of Five Hundred Dollars (\$500.00).

[Replace first sentence of the last paragraph with the following:]

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$ 500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to Complete the Work within the allotted time.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES [Add the following]:

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR

7-2.1 General [Add the following]:

The Contractor, and all subcontractors, suppliers, and vendors shall comply with applicable Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the Job site for all equal employment opportunity compliance officers.

This Contract is subject to compliance registration, monitoring and enforcement by the Department of Industrial Relations (DIR) and all related requirements of Senate Bill 854 (Labor Codes § 1715.5, 1725.5, 1771.1, 1771.1a and 1777.4.)

Contractor is responsible for employing apprentices as required by Section 1777.5 of the Labor Code and all other law.

Pursuant to Section 610(a) of the Public Contract Code, Contractor may not perform the Work with a subcontractor that is ineligible pursuant to Labor Code section 1777.1 or 1777.7.

A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, nor shall it be qualified to enter into, or engage in the performance of, any contract of public work, unless it is currently registered and qualified under Labor Code section 1725.5 to perform public work (as "public work" is defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code).

7-3 INSURANCE [See Instructions to Bidders Section]:

7-3.1 General [add the following paragraphs:]

The Contractor shall defend, indemnify and save harmless the City of Mission Viejo, the State of California, the County of Orange, or any incorporated city from all claims or suits for damages arising from his prosecution of the Contract Work. The Agency shall give timely notification to Contractor of the receipt of any third-party claim relating to the contract.

All liability insurance policies shall have an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective. The following statement shall be included on all insurance policies:

Additional Insured: The insurer agrees that the City of Mission Viejo and its City Council and/or all City Council appointed groups, committees, boards, and any other City Council appointed body and/or elective and appointive officers, servants, or employees of the City, when acting as such, are additional insured hereunder for the acts of the insured and such insurance shall be primary to any insurance of the City.

The Contractor agrees to protect, defend, and indemnify the City of Mission Viejo against loss, liability, damage, or expense by reason of any suit claims, demands, judgments and causes of action caused by the Contractor, his employees, agents, or any subcontractor, or by any third party arising out of or in consequence of the performance of all or any operations covered by Contractor's policies. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 General Liability Insurance

The City of Mission Viejo, the City Council, and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; or for any of the materials or other things used or employed in performing the Work; or for injury to any person or persons, either workmen or the public or for damage to any person or persons either workmen or the public; or for damage to adjoining property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the Contractor, having control over such work, must properly guard.

The Contractor shall be responsible for any damage to any person or property resulting from defects and/or obstructions at any time before its Completion and final acceptance and shall indemnify and save harmless the City of Mission Viejo, the City Council, and the Engineer from all suits or actions of every name and description brought for, or on account of, any injuries or damages received or sustained by any person or persons, by the Contractor, his servants or agents, in the construction of the Work or in consequence of any negligence in guarding the same, in improper materials used in its construction, by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, the Engineer may order the Contractor to take further precautions; and if the Contractor shall fail to do so, the Engineer may order the Work done by others and charge the Contractor for the cost thereof, and such cost to be deducted from any monies due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety or its obligations under the Contract.

From time to time, during the period of this contract, the City may be served with claims, as a result of conduct by Contractor, which claims are for property damage or other damage in amounts of \$500.00 or less. These claims may be resolved informally by City, within City's discretion, and charged back against Contractor by funds held in retention, or for progress payments, to meet these claims. The City will appoint a Claims Administrator who will act on behalf of the City and Contractor. The Administrator will recommend to City the resolution of any claim. The Claims Administrator's recommendation for payment shall be paid by Contractor within thirty (30) days of the date of the recommendation. If Contractor fails to make payment to claimant within thirty (30) days of the Administrator's decision, the City may make payment to the claimant and withhold, as retention, sufficient funds to reimburse City upon completion of the contract. Prior to making his recommendation, the Administrator will obtain from Contractor all evidence relevant to the claim. Contractor will have ten days from the date requested by the Administrator to submit any evidence in the defense of the claim. Failure to do so waives any objection by Contractor to payment of the claim if, after an independent investigation, it is the opinion of the Administrator to make payment of that claim.

7-5 PERMITS

Prior to the start of any Work, the Contractor shall take out and pay for the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The **City of Mission Viejo** will waive its usual permit fees. Contractor shall submit for Agency review prior to issuing a Traffic Control Permit a traffic control plan designed and signed by a licensed Traffic Engineer.

7-7 COOPERATION AND COLLATERAL WORK

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Mission Viejo, other governing agencies, or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS [Add the following after the second paragraph]

1. Protect existing building, paving, and other services or facilities on-site and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items shall be at the Contractor's expense.
2. Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal. Provide for temporary relocation when required to maintain facilities and services in operation during construction work.
3. The public will occupy adjacent facilities during the entire period of construction. Perform site work operations to minimize conflicts and to facilitate public's use of adjacent facilities and services in operation during construction work.
4. Locate, protect, and maintain bench marks, monuments, control points, and project engineering reference points. Re-establish disturbed or destroyed items at Contractor's expense.
5. The quality of construction is the responsibility of the Contractor.

7-10 SAFETY

7-10.1 Traffic and Access

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

7-10.2 Storage of Equipment and Materials on Public Streets.

No storage of equipment or materials shall be allowed within the public right-of-way outside of working hours. The City will provide a small staging area within the parking lot of the Recreation Center facility. It will be the Contractor's responsibility to secure the area with a 6'-high screened fence, and the City will accept no liability associated with the Contractor's use of the property. The Contractor shall maintain the site in an orderly fashion and shall return the site to the same or better condition prior to the release of final payment.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case, the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of the site is to be approved by Agency. Condition and operation of yard shall conform to these Specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Haul Routes [Add the following]:

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval. All traffic delineation and work area protection shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.).

No street or access closure to through traffic will be allowed without the express approval of the Agency.

All existing stop signs, street name signs, and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the Engineer. Signs which need not be maintained during construction or permanently relocated shall be salvaged to the Agency.

7-10.4.1 Work Site Safety [Add the following paragraph]:

The Contractor shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

7-15 PAYROLL RECORDS

Payroll records shall be submitted to the Agency at least once each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General [replace last paragraph with the following:]

Agency shall release retention to Contractor pursuant to Public Contract Code section 7107, which requires, among other things, that retention be released within sixty (60) days after Completion of the Work.

The Agency may withhold from a progress payment or release of retention, in whole or in part, to such extent as may be necessary to protect the Agency due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice given to the Agency, the Agency shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Agency has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Agency for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Agency in the

amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Agency, which protects the Agency against such claim, and (2) the Agency chooses to accept the bond, then Agency would release the stop payment notice funds withheld to the Contractor, except that Agency may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

- C. Liquidated damages against the Contractor, when already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or by the Completion deadline;
- E. Damage to the property or work of the Agency, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedule, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;
- I. Failure of the Contractor to maintain as-built or record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Agency for reduced scope of Work or Work that Contractor will

not perform;

- Q. The estimated cost of the Agency's performance of corrective Work;
- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Agency's potential or actual loss, liability, or damages caused by the Contractor; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Agency or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Agency may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Agency is withholding amounts from the payment. To claim wrongful withholding by the Agency, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Agency within thirty (30) days of receipt of the notice, and Agency shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Agency's response, Contractor shall timely submit a Claim pursuant to Section 3-5, above.

For any withhold amount based on an estimate where the actual amount will later become known and certain, the Owner may withhold 25% of the estimate. After the actual amount becomes known, if that actual amount exceeds the amount previously withheld Agency may withhold additional amounts from Contractor to cover the excess amount; and if available funds are not sufficient, Contractor shall pay Agency the difference. After the actual amount becomes known and certain, if that amount is less than the amount previously withheld the Agency will pay and release any amount withheld over that certain and known amount.

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts properly withheld by the Agency.

Neither Agency's overpayment to Contractor, nor Agency's failure to withhold an amount from payment that Agency has the right to withhold, shall constitute a waiver by Agency of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Agency, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under

this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Agency shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

9-3.2 Partial and Final Payment [Replace the last paragraph with the following]:

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

Within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid by Agency.

9-3.3 Delivered Materials [Replace with the following]:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, unless specifically approved by the agency.

9-3.4 Mobilization [Replace with the following]:

Mobilization shall consist of all preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on this project; and for all other work and operations which must be performed or cost incurred prior to the beginning work on the various contract items on the project site.

The lump sum price paid for mobilization shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein including all construction site safety, i.e., temporary chain-link fencing, signage, etc. Payment for mobilization shall be included in the lump sum price bid for mobilization and no additional compensation will be allowed therefore.

**CITY OF MISSION VIEJO
SPECIAL PROVISIONS**

WORLD CUP SOCCER FIELDS SECURITY LIGHTING – CIP 339

PART II.CONSTRUCTION MATERIALS

SECTION 200- ROCK MATERIALS

200-1 ROCK MATERIALS

200-1.1 General [Add the following]:

Unless otherwise indicated by the Special Provisions, Alternate Rock Material-Type "S" is specified. Part 4, Section 400 of the Standard Specifications for Public Works Construction will be used.

200-1.4 Coarse Aggregate for Portland Cement Concrete

- 1 Non-Slip Aggregate: Fused aluminum oxide grits or crushed emery, factory graded, packaged rust proof.

Payment [Add the following]:

Payment for rock materials shall be included in the unit bid item price for those pertinent construction items, i.e., concrete walks, ramps.

SECTION 201-CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. The following paragraph shall be added following paragraph 4:

The cement utilized shall be Type V. No substitution of materials shall be permitted. The Contractor shall furnish the City's Representative with a copy of the mix design to be used and with a legible certified weighmaster's certificate for each load of P.C.C. delivered to the project. Portland Cement Concrete delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 Concrete specified by class and alternate class: The class of concrete shall be 520-C-2500 with a maximum slump of four inches (4") for all concrete flatwork, footings, and sidewalks.

201-1.1.5 Test for Portland Cement Concrete [Add the following]:

1. All material shall comply with the latest editions of the American Concrete Institute (ACI) and Uniform Building Code. Testing of Portland cement concrete shall be limited to the building only.

2. Product Data:
 - a. Submit complete materials list of items proposed for the work. Identify material source.
 - b. Submit material certificates for aggregates, reinforcing, and join fillers.
3. Submit concrete delivery tickets. Show the following:
 - a. Batch number
 - b. Mix by class or sack content with maximum size aggregate
 - c. Admixture
 - d. Air content
 - e. Slump
 - f. Time of loading
4. Submit concrete test reports.
5. Provide field quality control testing and inspection during concrete operations.
6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.
7. Testing:
 - a. Provide slump test on first load of concrete delivered each day and whenever requested due to change in consistency or appearance of concrete.
 - b. Provide air indicator tests and air meter tests for all air-entrained concrete.
 1. Perform air indicator test with a "Chase" AE 35 or equal air indicator and air meter test in accordance with ASTM C231 or C173. Test first load of concrete delivered each day.
 2. Furnish copies of field records and test reports as listed for strength tests.
 - c. Strength Testing:
 1. Provide 1 set of 3 test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ASTM C31.
 2. Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM C39.
 3. Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM-C39. Furnish copies of field records and test reports as follows:

2 copies to City's representative
1 copy to Contractor
1 copy to Ready Mix supplier

- d. Record the exact location of the concrete in the work represented by each set of cylinders and show on test reports.
- e. Provide an insulated moist box for protection of test cylinders until shipped to the laboratory.

201-1.1.5.1 Concrete Installer [Add the following]:

Contractor shall engage a company who will provide evidence to indicate successful experience in concrete placement and finishing work similar to that specified herein and who can demonstrate such successful experience through past project documentation and references:

1. Experience Period: Minimum five (5) years' experience.
2. Demonstration of Experience: Ten (10) projects which have been completed within the past twenty-four (24) months utilizing similar products, scope, and complexity.
3. Supervision: Placement and finishing of concrete work shall be performed under the supervision of a person having a minimum of five (5) years' experience in the placement and finishing of products specified herein.
4. Previous projects shall be located in Los Angeles, Orange, Riverside, or San Bernardino Counties. A listing of projects and addresses shall be provided with the bid and shall be reviewed and approved by the City prior to award of the bid. Installer qualifications shall be submitted to City's Project Manager with copies to the Landscape Architect for information purposes.

201-1.2 Materials

201-1.2.1 Portland Cement [Add the following]:

1. Lime: ASTM C207, Type S, containing 85% by weight of calcium oxide.
2. Lime Putty: Made from hydrated lime conforming to ASTM C207, pulverized to such fineness that 100% will pass a 50-mesh sieve. Mix lime in water, run through screen into box and age 48 hours.

201-1.4 Mixing

201-1.4.3 Transit Mixer [Add the following]:

Mixes

- a. Provide ASTM C94 ready-mixed concrete. Batch mixing on site not acceptable.
 - 1. Strength: 2,500 psi minimum at 28 days for all concrete flatwork, curbs, plaza area, etc.
- b. Coarse aggregate shall consist of 3/4" aggregate—5/8" aggregate for pump mix.
- c. Provide an approved water-reducing admixture in all concrete.
- d. Provide an air-entraining admixture in all concrete. Air content 5% to 7%.
- e. Indicate water added to mix at job site on each delivery ticket. Show quantity of water added. Site water tempered mixes exceeding specified slump range will be rejected as not complying with specifications requirements.

201-2 REINFORCEMENT FOR CONCRETE

201-2.2 Steel Reinforcing. [Add the following paragraph immediately after the first paragraph]:

#4 reinforcing steel shall be 40 grade.

Payment. [Add the following to this section]:

Payment for concrete shall be included in the lump sum contract price for all related items, i.e., playground equipment, and footings at resilient surfacing.

SECTION 202. MASONRY MATERIALS

202-21 Materials: [Add the followings]:

- 1. Codes: Materials and work shall conform to the governing building code. In case of conflict between the codes, the more stringent shall govern.
- 2. Samples: In accordance with the sections and details for the raised planters, submit samples of all blocks used in the work.
- 3. Protection: Safeguard all materials against injury in transit, delivery, storage, sorting, installation, cleaning, and until final acceptance of the completed work. Store cement and lime in rainproof sheds with elevated floors. Store sand on tightly floored space, protected against mixing with ground or other materials.
- 4. Quality of construction is the responsibility of the Contractor.

202-2.1.1 Masonry Units [Add the following]:

The concrete blocks shall conform to the requirements shown on the plans and shall be nominal size and of uniform color. Concrete block type and color are as specified on the plans and are available from ORCO BLOCK (714) 527-2239, or approved equal.

202.2.2 Mortar, Grout, and Water

1. Mortar [Add the following]:

Mortar. Mortar for laying masonry units shall consist, by volume, of 1 part Portland cement, 1/2 part lime putty, 3 parts sand, and shall conform to ASTM C270. If plastic type cement is used, the lime putty shall be omitted. Each batch of mortar shall be freshly prepared and uniformly mixed.

Mortar shall be colored to match the units. Coloring shall be chemically inert, fade resistant mineral oxide, or synthetic type.

2. Grout. [Replace with the following]:

Grout for filling masonry units shall consist, by volume, of 1 part Portland cement and 3 parts sand, or 1 part Portland cement, 3 parts sand, and 2 parts pea gravel. Sufficient water shall be added to create grout of fluid consistency. Grout shall be natural in color.

3. Pea Gravel. Clean, hard, containing not more than 5% by weight of flat, thin, elongated, friable, or laminated pieces; uniformly graded with not over 5% passing a no. 8 sieve to 100% passing a 3/8" sieve.

4. Lime. ASTM C207, Type S, containing 85% by weight of calcium oxide.

5. Lime Putty. Make from hydrated lime conforming to ASTM C207, pulverized to such fineness that 100% will pass a 50-mesh sieve. Mix lime in water, run through screen in to box and age 48 hours.

Mortar and grout not used within 30 minutes after leaving mixer will not be permitted on the work. Retempering of mix will not be allowed.

202-2.2.2 Masonry, Sealants, and Waterproofing

1. Sealants [Add the following]:

"All guard" concrete masonry sealer as manufactured by Dow Corning, or approved equal.

2. Waterproofing [Add the following]:

Waterproofing membrane (Miradri 860) and protective membrane (Miradri Protection Course 200V) as manufactured by Nicolon Mirafi, or approved equal.

SECTION 203.BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General. [Add the following to the end of the subsection]

Asphalt concrete shall conform to the provisions of Subsection 400-1, "Rock Product," and Subsection 400-4, "Asphalt Concrete".

The viscosity grade of paving asphalt shall be AR 4000. The mix designs and asphalt content shall be as follows:

3/4" (III-B-3) Base Course	5.6%
1/2" (III-C-3) Surface Course	5.8%
3/8" (III-D) Leveling Course, Asphalt Concrete Dike, or Miscellaneous A.C. Placement (sidewalks and driveways)	6.8%

SECTION 209.ELECTRICAL COMPONENTS

209-6 General Requirements

209-6.1 Scope of Work

- A. The work covered by this section consists of furnishing and installing all labor, materials, equipment, fixtures and performing all operations for complete and operable systems.
- B. Provide all new materials, unless noted otherwise, of the best quality, and in perfect condition, and materials of the same make and quality throughout the work and as hereinafter specified. Comply with the requirements of ASTM, NEMA, and NBFM for materials and equipment.
- C. Where materials, equipment, apparatus or other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired quality and style, and is the basis of the bid.
- D. The intent of these specifications is to establish a standard of quality of materials installed. Install materials as specified without exception in the Base Bid. Submit for approval any proposed substitution, complete descriptive, technical, and cost comparison data and test reports. Do not furnish or install any substituted items without written approval at the time of contract signing. Reimburse the City for any additional engineering charges and for any changes in the work of other trades resulting from substitutions.

List proposed substitutions on the Bid Form, stating the reasons for substitution and the amount to be deducted from the bid if the substitution is allowed. When requested by the Architect, provide a sample, electrically wired at 120V. with plug, or system demonstrations of both specified and proposed items will be submitted for inspection in the Landscape Architects office and at a time convenient to all concerned parties.

- E Where substitutions alter the design or space requirements indicated on the plans, include all items of cost for the revised design and construction, including cost of all acceptance or rejection of the proposed substitutions.
- F. Verifying Drawings and Job Conditions:
1. Examine all drawings and specifications in a manner to be fully cognizant of all work required under this Section.
 2. Visit the site and verify existing conditions. Where existing conditions differ from drawings, make adjustments and allowances for all necessary equipment to complete all parts of the drawings and specifications.
- G. Shop Drawings:
1. Submit drawings in six sets accompanied by letter of transmittal listing the number and dates of the drawings submitted.
 2. Mark the drawings submitted with the name of the project, numbered consecutively, and bearing approval as evidence that the drawings have been checked. Any drawings submitted without this approval will be returned for re-submission.
 3. If the shop drawings show variations from the requirements because of standard shop practice or other reasons, make specific mention of such variations in the letter of transmittal. If the substitution is accepted, be responsible for proper adjustment which may be caused by the substitution. Submit samples when requested. Submit all lighting fixtures in one package.
 4. Submit Shop drawings on, but not limited to, the following:
 - a. Service Equipment
 - b. Panels
 5. Three (3) sets of service equipment shop drawings shall be submitted to serving utility for written approval prior to fabrication.
- H. Drawings of Record:
- Provide and keep up to date a complete record set of blue line prints. Correct these prints daily, and show every change from the original drawings. Keep this set of prints on the job site, and use only as a record set. Do not construe this as authorization to make changes in the layout without definite instruction in each case. Obtain a set of Contract Drawings from the City and incorporate all changes as noted on the record set of prints thereon with black ink in a neat, legible, understandable, and professional manner. Deliver this set to the City upon completion and acceptance of work.

I. Accuracy of Plans and Specifications:

Plans and/or specifications showing deviation from standard practice methods or from compliance with codes, and/or any omissions, does not relieve the responsibility of furnishing, making, or installing all items required by code and/or intended for the function of the system.

J. Permits, Fees and Insurance:

Obtain and pay for all insurance, permits, etc. necessary for this Contract.

K. Codes and Regulations:

All work performed under this Section of the Specifications complies with the rules and regulations of the Division of Industrial Safety, State of California, as set forth in the latest edition of the Electrical Safety Orders, the 1993 National Electrical Code, NFPA, and all rules and regulations of local codes having jurisdiction, including the presently adopted edition Titles 21 and 24 California Administrative Code.

L. Testing and Adjustment:

Test all circuits, outlets, switches, lights, motors, circuit breakers and any other electrical equipment upon completion of all electrical work.

M. Guarantees of Materials and Workmanship:

Furnish and install all materials under this Contract, new and free from all defects, and guaranteed for a period of two years from the date of acceptance of the work. Should any trouble develop during this period due to defective material or faulty workmanship, furnish all necessary labor and materials to correct the trouble without additional cost to the Contract. Correct any defective material or inferior workmanship noticed at the time of installation immediately to the satisfaction of the City.

N. Removal of Rubbish:

Remove rubbish, excess materials, tools, or equipment related to this portion of the work, frequently during construction and upon completion of the work.

O. Utility Service:

Comply with the requirements of the Utility Company when doing all electrical service work. Contact the Utility Company and receive complete information on their requirements. Service charges shall be paid by the Contractor.

P. Drawings and Specifications:

1. The electrical drawings are considered as part of these specifications, and any work or materials shown on the drawings and not mentioned in the specifications, or vice versa, are executed as if specifically mentioned in both.
2. The data herein specified and shown on the drawings is as exact as could be prepared, but their extreme accuracy is not guaranteed. The drawings and specifications are for assistance and guidance. The installation is essentially as shown and specified. The exact location of the equipment, material, apparatus and devices as well as the distances and levels are more or less governed by the physical conditions and arrangements of the building and site elements. Accept this Contract with this understanding.
3. Make minor changes, when ordered by the City, accommodating the installation of the work with other sections of the Contract without additional cost to the Contractor.

Q. Protection of Existing Site Improvements:

Any damage to existing elements to be repaired, restored, or replaced by contractor to like-new condition per instruction of the City.

R. Safety Conditions:

It is the Contractor's responsibility to prevent any and all energized switches, circuit breakers or circuits from being turned to the "on" position during the construction period, being responsible for all damages to personnel and/or property resulting from contact with new or existing energized circuits, switches, circuit breakers, or other electrical apparatus. All electrical work to be constructed with electrical systems de-energized in the area. At no time will any work be performed on equipment or apparatus with energized circuits.

S. Final Inspection and Acceptance:

After all requirements of the specifications and drawings have been fully completed a representative of the City will inspect the work. Provide competent personnel to demonstrate the operation of any item or system involved to the complete satisfaction of each representative.

209-7 Products

209-7.1 Main Service Equipment

- A. Type and size of the Main Electrical Service is as indicated on the drawings.
- B. Metering equipment is located as shown on the drawings.

- C. The main switchboard shall consist of a completely enclosed, self-supported structure of the required number of formed vertical panel sections as shown on the plans. Bolt all fastenings between vertical panel sections to provide flexibility during installation. Completely enclose the switchboard on the front sides, top and rear with sufficient louvered openings for proper ventilation. Provide bolted frames and insulating block to support the main horizontal bus for short circuit stresses as indicated on the drawings.
- D. All fuses shall be 100% rated, made with tin-plated aluminum bars sized for a current density of not more than 750 amperes per square inch. Use silver-plated bus connections, only. Provide a 1/4" x 2" copper ground bus within 12" of neutral bus and connect with a removable link.
- E. Identify each circuit breaker and device as to what function it performs by an engraved plastic nameplate attached adjacent to the switch or device.
- F. Interrupting capacity of circuit breakers shall be as noted on the drawings.
- G. Gray enamel finish on the switchboard, inside and outside. Rustproof all steel parts before painting.
- H. The manufacturer producing the switchboard must be regularly engaged in the construction of this type of equipment, being equal to Westinghouse, RSE/Sierra, General Electric, or ITE Siemens.

209-7.2 Relays

Install control relays for automatic controls or for interlocking as indicated in the drawings. Provide relays with the number and type of poles and with operating coils as indicated. Equip relays with contacts rated not less than 30 amperes for continuous inductive load, unless otherwise shown or specified. Rate operating coils for continuous duty at the operating voltage shown on the drawings.

209-7.3 Distribution Panels

- A. Provide the automatic circuit breaker type, quick-make and quick-break panelboards. Provide wiring gutter sides, top and bottom.
- B. Provide panelboards from the same manufacturers as the main switchboard; type, mounting, and size as noted on the drawings with silver-plated copper bussing.
- C. Where space is called for on the panelboard schedules, provide space and mounting for future circuit breaker installation as indicated.
- D. Use three-hinged doors equipped with flush-type combination lock and catch, two milled type keys supplied with each panel, all locks are keyed alike. Provide a clear, covered directory frame with a typed identification card, indicating type of circuit and location, in accordance with final circuitry and panel designation on each door. Completely fill in all panel directories, using actual connections, City's

designations or other factual information. Key all doors alike and as directed by City.

- E. Where called for on the drawings, provide a separate compartment within the panelboards for contractors and/or time switches.

209-7.4 Circuit Breakers

Provide circuit breakers with inverse time characteristic thermal and magnetic tripping elements, with an interrupting capacity of not less than 10,000 amperes (600V), 14,000 amperes (480V), UL-labeled, NEMA-rated, molded-case type. Use common trip single-handle multi-pole breakers. Handle extensions are not permitted. All circuit breakers will have covers sealed on non-interchangeable trip breakers and trip unit covers sealed in interchangeable trip breakers to prevent tampering. Be sure the circuit breaker current rating numbers are clearly visible after breaker is installed.

One manufacturer for all circuit breakers for a given panel. Provide bolt-on circuit breakers unless specifically noted on electrical drawings.

209-7.5 Lighting Fixtures

Furnish, install and connect lighting fixtures of type designed on the plans. Complete each fixture with all required accessories, including sockets, glassware, boxes, spacers, frame, lamps, etc.

- A. Fluorescent ballasts shall be electronic type ETL-CBM certified. Ballasts are of the high power factor type, sound rated "A" or better, are U.L. listed and meet ANSI standards. Ballasts are U.S. manufacture and carry a three-year warranty. Replace all noisy ballasts at no cost to the City.

209-7.6 Conduit and Fittings.

- A. Rigid Conduit (RGS): Hot dipped galvanized or sherardized steel. Republic Steel Co. or approved equal. Intermediate metal conduit may be used, where NEC allows, in lieu of RGS.
- B. Non-metallic conduit (PVC): Polyvinyl chloride Schedule 80. Install a copper ground wire, sized per National Electrical Code, in all non-metallic conduit power raceways. Use PVC in underground installations only.
- C. Liquidtight Flexible Metal Electrical Conduit: Hot-dipped galvanized steel with exterior molded polyvinyl jacket. Use for all final connections to all vibrating equipment, transformers and the like (18" maximum). Provide a code-sized ground wire.
- D. Conduit Type Fittings: As manufactured by Crouse Hinds Company, Appleton Electric Company or Pyle National or approved equal, smooth inside and out, taper threaded with integral bushings.

209-7.7 Conductors

- A. Provide copper conductors, 600 volt AC unless noted otherwise. Aluminum conductors are not permitted.
- B. Use THWN conductors for underground and damp locations, THHN for dry areas.
- C. Deliver conductors to the site in unbroken packages, marked with the manufacturer's name, date of manufacture, voltage and classification letters. Use only wire recently manufactured (10 months or less).
- D. No conductor supplying 120 volts or more will be smaller than No. 12 AWG unless otherwise noted on the drawings.
- E. Fixture wire to comply with latest requirements of the National Board of Fire Underwriters. The carrying capacity of the wires per the latest requirements of the National Electrical Code. No fixture wire may be smaller than #18 gauge. Protect wiring with tape or tubing at all points where abrasion is likely to occur.
- F. Install all conductors of each electrical system in an approved raceway. Factory assemblies, type UF cable or multi-conductor assemblies are not approved.
- G. Use solid conductor, size #8 AWG and smaller, stranded for #6 AWG and larger.

209-7.8 Junction and Pull Boxes

Provide galvanized junction and pull boxes with removable covers, secured with machine screws. The sizes of all boxes determined by the number and size of conductors entering the box, and by the sizes of conduit terminating in the box. All boxes conform to the applicable Electrical Safety Orders, State of California. Junction boxes installed outdoors shall be Nema 3R weatherproof.

Underground pullboxes shall be by Brooks Concrete Products or Quikset. Cover shall be cast iron traffic type, with lettering as indicated and bolted down with tamper-proof screws.

209-7.9 Nameplates

Shall be micarta or lamcooid plate, 1/8" thick and of approved size, with beveled edges and engraved white letters on black background. Provide nameplates for all items of electrical equipment as well as circuits in the service distribution and power distribution panelboards; lighting distribution panelboards; separately mounted motor-starting switches; disconnect switches; motor-control pushbutton stations and other similar devices. Each nameplate as approved by the Architect. Use two machine screws for attachment. Cement/adhesive is not approved.

209-7.10 Metering Facilities

Install equipment meeting the approval of the utility company. Submit shop drawings per Section 2-5.3 of the General Provisions and Section 209-1.1G of the technical specifications.

209-8 Electrical [Add the following subsection 209-3, Execution]

209-8.1 Drawings

All scale dimensions are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all locations and dimensions of equipment at the site.

All work specified, but not clearly defined by the drawings, must be installed as directed by the City Representative in a manner satisfactory to him. Work covered by notes on drawings must be furnished and installed whether or not it is specifically mentioned in these specifications.

The Contract Drawings indicate the extent and general arrangement of the new and existing equipment, conduit and wiring systems and are essentially diagrammatic. The drawings indicate the required sizes and points of termination of conduit and wires and routes to avoid obstructions and preserve clearance; however, it is not the intention of the drawings to show all necessary offsets, etc., and it shall be the responsibility of the Contractor to install all of his work to conform to specific conditions found on the site.

209-8.2 If construction reveals that any part of the Electrical Work would not easily be accessible if installed according to drawings, notify the City before proceeding with such installation.

209-8.3 All concrete work such as pull boxes, raised pads, conduit envelopes and other areas where affecting Electrical Work are the responsibility of the Contractor.

209-8.4 Coordinate layout and installation of electrical work with the overall construction schedule and work schedules of various trades to prevent delay in completion of the project.

A. Verify dimensions and information regarding accurate location of equipment, structural limitations, and finish with other affected sections.

B. Job Conditions:

The drawings do not always show offsets, bends, special fittings or junctions or pull boxes necessary to meet job conditions. Provide the items as required at no cost to the City.

C. Weatherproof Equipment:

Use weather-resistant electrical devices or equipment located in damp, semi-exposed areas. Comply with NEMA Type 3R requirements for enclosures.

D. Where devices are shown diagrammatically in the same location, neatly group them together in a reasonable manner. Provide one piece plate where such is manufactured.

209-8.5 Equipment requiring electrical under other sections is part of the Contract. Work includes all necessary connections.

209-8.6 Excavation and Backfilling:

Excavate and backfill in accordance with these documents covering that work.

209-8.7 Conduit:

- A. Install all conduit concealed, except where specifically indicated as exposed. Use rigid galvanized steel for all exposed conduit. Paint with two coats to match adjacent surroundings, if viewed by the public.
- B. Run conduit so as not to interfere with or contact other piping, fixtures or equipment. Maintain 6" separation from water piping.
- C. Cut the ends of all conduit square and carefully bevel out to full size, and shoulder in fitting.
- D. No running threads will be permitted in locations exposed to the weather, in concrete or underground. Use special watertight union fittings in these locations.
- E. Use PVC Schedule 80 for all underground conduit. Install all underground conduit at a depth of not less than 24 inches below the final finish grade, unless under concrete slabs or otherwise noted and/or specified. Cap PVC conduit with minimum 3 inch concrete cap except under floor slab or under concrete walk, in which case, install 6" below bottom of slab. Use IMC for all horizontal and vertical sweeps or risers with factory applied PVC coating. Verify with serving utilities for service conduits, bends, depth below grade, backfill, etc., for specific types. Schedule 80 PVC sweeps are permitted for conduits 4" diameter and greater.
- F. Cut and patch all pavements, curbs, sidewalks and gutters, whenever necessary for laying conduit, or whenever damaged by the operations of this trade. Replace materials with quality and finish equal to that removed or damaged.
- G. Support all conduit at intervals not less than 10'-0" and within 36 inches from any outlet and at each side of bends and elbows. Use galvanized, concealed conduit supports, heavy stamped one-hole malleable conduit clamps secured with nails. On exposed conduit supports, use two hole clamps with screws, or galvanized steel-framed channels secured by screws may be used for conduit supports. Perforated iron for supporting conduit is not permitted.
- H. Use rigid galvanized steel, threaded, for exposed conduit runs. Install parallel or perpendicular to walls, structural members or intersection of vertical plane and ceiling. Avoid field made bends and offsets where possible. Do not install crushed or deformed raceways.
- I. Provide metal sleeves and install where conduit passes through masonry or concrete walls. Use No. 20-gauge galvanized steel sleeves, no more than 1/2 inch greater in diameter than the outside diameter of the conduit. Caulk conduit into sleeves with stone wool, Duseal or Oakum and weatherproof below grade. Where conduit passes through fire resistive walls, partitions, and floors, pack

void spaces between conduits with USG Thermafiber or equal, as approved by the State Fire Marshal.

- J. Provide a heavy, nylon cord pull rope in all empty conduit for future use. Leave in place for future use in all runs and tagged with plastic tag at terminating end indicating the location of the opposite end of the conduit. Locate ends of all conduit placed for future use in concrete pull box set flush to grade.
- K. Use factory manufactured ells, except where noted otherwise. Field bends are permitted for EMT conduit less than 1" diameter.
- L. Cap or seal all conduit ends until wires are pulled.
- M. Install expansion coupling at expansion joint locations.
- N. Use approved type bending machines for PVC conduits. Use of blow torch is prohibited.
- O. Seal or cap all conduit for a water-tight installation.

209-8.8 Installation of Conductors

- A. Unless otherwise indicated or specified, do not install conductors of less than No. 12 AWG size. For control conductors protected by 15 ampere or lower overcurrent protection, No. 14 AWG conductors will be installed. Where approved by Code, remote control and signal circuits utilize No. 18 or No. 16 AWG sizes. Increase No. 12 to No. 14 AWG for 120-volt home runs exceeding 75 feet.
- B. Color code power wire and cable for feeders and branch circuits.
- C. Install all electrical conductors including signal and communications circuits in an approved raceway.
- D. Use crimp-type connectors for connections to circuit breakers, #6 AWG and larger conductors.
- E. Neatly group conductors in panels, switchgear and terminal cabinets, etc., and form in a bunched-to-fan into terminals with regular spacing. Lace formed groups of conductors with No. 12 waxed twine, or Panduit Co. Nylon Straps Numbers "SST-4-H" or "SS-2". Lace larger conductors with marlin and secure with cleats, or Panduit Co. Nylon Sta-Straps Numbers "SSC-4-H" and tie anchors ETA-1, TA-2 or TM-1-2-3.
- F. Install UL-approved covered wire from all lighting fixture lamp sockets into outlet or junction box.

209-8.9 Underground Pull Boxes

- A. Set underground pull boxes flush with sidewalk or at +2" above highest adjacent grade level. Boxes shall be set on 24" of crushed clean 1" rock. Box section shall be sealed and made watertight.
- B. Size per NEC, or as noted on the Contract Documents.
- C. Provide nameplate on all covers.
 - 1. "ELEC"

209-8.10 Conductor Joints and Taping

Make joints in conductors smaller than No. 6 AWG with solderless, tapeless, wing nut type pressure cable connector. Join conductors No. 6 AWG and larger together with approved type or pressure connector and tape to provide insulation not less than that of the conductor. Make connections to switch or bus bar with one piece copper lugs for conductors No. 8 AWG or larger.

209-8.11 Grounding

Provide grounding for entire electrical installation as required by the serving utility and codes mentioned in these specifications. Including:

- A. Conduit
- B. Neutral or identified conductor of interior wiring system
- C. Power panels
- D. Non-current carrying metal parts or fixed equipment
- E. Electrical panels in separate buildings

209-8.12 Cutting and Patching

- A. Do all cutting and patching of the rough finish and trim required for the installation of the electrical equipment and material under this contract. All patching is of the same material, workmanship and finish as surrounding work. Cutting of any structural member is not permitted.
- B. All cutting, boring, sawcutting, or drilling through new or existing structural elements to be done only when so detailed in drawings or when accepted by the Architect (or Structural Engineer) with approval of OSA representative.

209-8.13 Protection of Existing Site Improvements

The Contractor shall restore all, concrete, etc., that is damaged as a result of the Contractor's operations. Repairs shall be made to like-new condition.

209-8.14 Trenching

A. Trenching:

The Contractor shall perform all excavation work necessary to permit installation of conduit, cables and other underground electrical work included in the contract. Excavate trenches and pits to minimum dimensions that will permit placing conduits and other work. Where necessary, provide shoring and bracing to prevent caving of banks. Provide and maintain in place necessary barriers, guardrails or covers while excavations are open.

No trenches or excavations are to be left open when the Contractor is not present on the site. All distribution conduit not located beneath floor slabs shall be installed from a minimum of 24" to a maximum of 36" below grade.

As soon as conduit installation work is complete, inspected, and approved, all trench excavation shall be backfilled. Backfill over conduits shall contain no rocks over 1" in diameter, broken concrete or trash.

Trench backfill shall be 3" uniform red oxide concrete cap and provide dirt fill to grade, hand or mechanical tamped to minimum 95% compaction. Provide yellow high-voltage tape 6" below top of finished grade the entire length of run. Flooding of trenches for compaction shall not be allowed.

Excess earth shall be disposed of as directed and when asked to do so as work progresses.

Contractor shall fill all trenches which settle during the contract period and, under the guarantee provisions, within one year of the project completion date, all at no additional cost to the City.

209-8.15 Clean-up

- A. The Contractor shall thoroughly clean all fixtures, exposed piping, apparatus and equipment installed under the contract. Parts which are to be painted shall be thoroughly cleaned of cement, plaster, etc., brushed with steel brush to remove rust, etc., cleaned and painted.
- B. Any dirt, debris, paint spots or grease on walls, poles, walks, equipment or fixtures either installed under the contract or as a result of the Contractor's operations, must be removed by him and the premises left in first-class condition in every respect.
 - 1. Galvanized Surfaces: Brush thoroughly and wipe clean with clean rags and solvent to remove dirt, oil, grease, paint and any other objectionable stains or marks.
 - 2. Panelboards and similar items with factory finish: Clean and polish finished surface. Refinish any areas where factory finish has been damaged.

3. Lighting Fixtures: Clean and polish entire fixture, including diffusers, reflectors, lenses, lamps and trim.
- C. All rubbish resulting from the electrical work shall be cleaned up and removed from the site by the Contractor; also from time to time during construction, and when so directed by the City. The Contractor shall thoroughly clean all existing switchboards and panels which are involved in the completion of the contract work, whether installed by him or not.

SECTION 211-SOILS AND AGGREGATE TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density [Replace with the following]:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

Proposed off-site fill material shall be inspected, tested and laboratory report issued prior to use in the work. Suitable excavated materials removed to accommodate new construction may be used as fill material subject to Soils Engineer's inspection and approval.

211-1.2 Field Density [Add the following]:

Field density tests will be made by a certified testing laboratory during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained.

Retest of areas which have failed compaction will be performed by a certified testing laboratory at the Contractor's expense. Fill material within concrete paving areas shall be compacted to 90% relative compaction. Aggregate base under asphalt concrete shall be compacted to 95% relative compaction.

Payment. [Add the following to this section]:

Payment for soils and aggregate tests shall be included in the unit bid price item for all related items, i.e., retest, etc.

**SPECIAL PROVISIONS
PART II
CONSTRUCTION MATERIALS**

216 ORGANIC LOCK AGGREGATE PAVING *[Add the following section to the end]:*

216-1 Submittals

The Contractor shall provide the Landscape Architect with copies of all material invoices from the Contractor's material supplier, showing material weight and specifications, as verification of all materials supplied for the contract

216-1.1 Performance Requirements

- A. Standards and references are relevant to the work of this section mention herein;
 - 1. Standard Specifications: Highway Department, Standard Specifications for Highways and Bridges, latest edition.
 - 2. ASTM: American Society for Testing & Materials

216-1.2 Sample Submittals

- A. Sieve Analysis and Sand Equivalency for Organic Lock™
- B. Samples of aggregate for color
- C. Organic Lock™ Aggregate Paving Mock-up:
 - 1. Install 10-foot by 10-foot by 3-6-inch depth area of Organic Lock™ Aggregate Paving
 - 2. Install Organic Lock™ Aggregate Paving over moistened compacted aggregate base or moistened compacted sub grade soil.
 - 3. Install pre approved edging as temporary restraints along the edges.
 - 4. Use equipment to be used on remainder of work in construction the mock-up.
 - 5. Perform initial compaction and final compaction as would be performed for full-scale construction.
 - 6. Make observations during mock-up construction regarding the depth of placement required to achieve finished pavement thickness and elevation after initial and final compaction.
 - 7. Demonstrate compaction procedures during mock-up construction that eliminate roller marks and provide a uniform surface texture without tearing or displacing the pavement mixture, and use lighter weight compaction equipment if required to meet specification requirements without tearing or displacing the Organic Lock™ Aggregate Paving.
 - 8. If mock-up fails to meet specification requirements, make necessary adjustments to the construction procedures.

9. Construct as many mock-ups as necessary to achieve and accepted paving depth, surface finish, and surface density over the entire surface of the mock-up at no additional cost to the Owner.
10. Mock-ups which are completely or partially finished incorrectly will be rejected.
11. Remove rejected mock-ups immediately from the site at no additional cost to the Owner.
12. The Mock-up, when accepted, shall become the project standard for compaction, aggregate consolidation, tolerances and appearance.

216-2 Product

216-2.1 Manufacturers and Suppliers

- A. Organic Lock™ Aggregate Paving: Gail Materials, 1006 Dawson Canyon Rd, Corona CA 92883, 951.667.6106, Fax 951.667.6102 www.gailmaterials.net

216-2.2 Materials

- A. Gradation: As determined by ASTM C 136 methodology (Caltrans 202)

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

- B. SAND EQUIVALENT: As Determined by ASTM D 2419 methodology (Caltrans A
- C. Organic Lock materials MUST be delivered to the site in a pre-moistened condition as provided by the manufacturer.

PART III CONSTRUCTION METHODS

SECTION 300 EARTHWORK

300-1 CLEARING AND GRUBBING. [Add the following prior to the first paragraph]:

300-1.1 General:

Site Grading

- 1 Perform grading within contract limits, including adjacent transition areas to new elevations, levels, profiles, and contours indicated. Provide subgrade surfaces parallel to finished surface grades. Provide uniform levels and slopes between new elevations and existing grades.
- 2 Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes and as follows:
 - a. Rough Grading: Plus or minus 0 to 0 ft. subgrade tolerance. Finish required will be that ordinarily obtained from either blade grader or scraper operations.
 - b. Provide subgrade surface free of exposed boulders or stones.
 - c. Paved Areas: Shape surface of subgrade areas to line, grade, and cross-section indicated. Provide compacted subgrade suitable to receive paving base materials, per Standard Specifications. Subgrade tolerance plus 0, minus 1/2".
- 3 Uniformly distribute and spread soil. Use loose, dry weed-free topsoil. Do not use muddy topsoil. Place during dry weather.
- 4 Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of subgrades.
- 5 Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 1" or larger in any dimension and all debris. Provide surfaces suitable for soil preparation provided under lawn and planting work.

300-1.2 Preservation of Property [Add the following]:

Consult the records and drawings of adjacent work and of existing services and utilities which may affect site work operations.

300-1.3.2 Requirements [Add the following]:

Miscellaneous:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item.

1. Maintain dust control at all times by watering; including developing water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.
2. All sawcutting and demolition.
3. Protection and maintenance of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically designated to be removed or relocated, or those requiring removal to accommodate the proposed improvements.
4. Legal disposal of all removals including asphalt and concrete, trash, vegetation and other objectionable material.

300-1.4 Payment [Add the following]:

Compensation for clearing and grubbing shall be paid for at the lump sum contract price in the proposal bid form and no additional compensation will be allowed.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in clearing and grubbing as specified.

300-2 UNCLASSIFIED EXCAVATION

300-2.6 Surplus Material [Add the following]:

All surplus material, including unsuitable material, shall be disposed of in a legal manner at the expense of the Contractor.

300-4 UNCLASSIFIED FILL

300-4.1 General [Add the following]:

Unclassified fill shall conform to the requirements of this section as modified by these Special Provisions.

1. The City shall provide and pay for field quality control soils testing and inspection during earthwork operations.
2. Contractor shall provide adequate notice, cooperate with, provide access to their work, obtain samples, and assist testing agency and their representatives in execution of their function.
3. Fill Material: City shall provide testing of proposed materials to verify suitability for use, gradation of material, moisture-density relation by ASTM D698 Standard Proctor Method, design bearing value, and percent of organic materials.
4. Subgrade Surfaces: Request bearing tests to verify subgrade surfaces are adequate and meet or exceed design bearing values.
5. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, provide additional compaction until specified density is

achieved, or remove or replace defective materials with new materials as directed by the City Representative. Cost of additional labor, materials, and testing to attain specified density shall be at Contractor's expense.

6. Do not cover or enclose work of this section before obtaining required inspections, tests, approvals, and location recording.
7. All fill material is subject to testing and inspection.
8. Obtain inspection and approval of subgrade surface prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable subgrade materials with an approved compacted fill material. Take corrective measures before placing fill materials.
9. Soil stabilization: When exposed subgrade surfaces become spongy during construction operations and soil stabilization is required, stabilize subgrade materials, as directed by the City Representative.
10. **Compaction:**
 - a. Provide compaction control for all fill and backfill.
 - b. Water settling, puddling, and jetting of fill and backfill materials as a compaction method are not acceptable.
 - c. Maintain moisture content of materials, during compaction operations within required moisture range to obtain indicated compaction density.

SECTION 301.TREATED SOIL SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-6 SOIL STERILANT [Add new subsection]:

301-6.1 General

All areas indicated on the plans to receive decomposed granite pavement over native material shall be prepared in accordance with Section 300 of the Standard Specifications concerning subgrade preparation. In addition, after the compaction is completed, the Contractor shall apply a soil sterilant to the subgrade. Application shall be by spray equipment which provides good mechanical agitation and even coverage of the area to be treated. Spray equipment shall be calibrated before material is applied, and the City's decision as to effectiveness of the spray equipment shall be final. Great care shall be taken to apply soil sterilant to the designated areas only. Asphaltic concrete or decomposed granite may be placed immediately after placement of soil sterilant. Soil sterilant shall be Casaron 50W as supplied by Target Specialty Products, Santa Fe Springs, CA, (800) 552-3870.

301-6.2 Operator License

The Contractor's operator applying the soil sterilant shall be licensed by the State of California, Department of Food and Agriculture and registered with the Office of the Agricultural Commissioner of Orange County as a pest control applicator.

302-5.6 Measurement and Payment [Add the following]:

Asphalt Concrete payment shall be included in the lump sum contract price. Payment shall include full compensation for soil sterilants per subsection 301.6, where required.

302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.4 Concrete Finishes [Add the following]:

1. General. Unless otherwise specified in this Subsection, broom, and steel trowel finish concrete used in the hardscape areas shall be constructed of concrete prepared as prescribed in Subsection 201-1. Portland Cement Concrete Pavement shall be constructed in accordance with Section 302-6 "Portland Cement Concrete Pavement" except as modified herein.
2. Job Sample. Contractor shall pour and finish a 4' x 4' square sample of each concrete finish and color using the contemplated materials and construction techniques. The sample shall include final finish color as specified, sawcut joints, and expansion joints and shall meet with the City's approval prior to placing any production concrete.
3. Preparation. The subgrade shall be compacted and prepared in accordance with the Plans and the Geotechnical Report.

302-6.8 Measurement and Payment

Payment for all concrete work will be made as part of the lump sum contract price and no additional compensation will be allowed.

SECTION 303. CONCRETE AND MASONRY CONSTRUCTION

303-1.8 Placing Concrete

303-1.8.1 General [Add the following paragraph]:

The Contractor shall exercise caution in placement of concrete in congested areas to ensure proper consolidation and that there are no voids. Adequate provisions shall be made for visual inspection of concrete placement. Use of smaller maximum aggregate sizes, or other methods as necessary may be proposed by the Contractor and will be permitted only after evaluation by the City Representative.

303-1.9.2 Ordinary Surface Finish. [Add the following paragraph]:

Ordinary Surface Finish shall not apply to rock pockets which, in the opinion of the Engineer, are of such extent or character as to affect the strength of the structure materially or to endanger the life of the steel reinforcement. In such cases, the Engineer may declare the concrete defective and require the removal and replacement of the structure affected.

303-1.10 Curing. [Amend first paragraph with the following]:

Exposed concrete surfaces shall be sprayed with Type 2 curing compound at a uniform rate of one gallon per 150 square feet.

301-6.3 Application

Any soil sterilant which is approved in writing by a licensed pest control advisor (for the purpose to which it will apply) may be used upon acceptance by the City Representative. The dye shall not stain concrete or masonry. Certification shall be furnished to the City Representative showing the purchase receipt and manufacturer's recommended rate of application of the material.

301-6-4 Payment

The Contractor shall supply all labor, materials and equipment to apply the soil sterilant and shall include the cost for application in the price quoted for decomposed granite. Payment shall be made as part of the lump sum contract price and no additional compensation will be allowed.

SECTION 302 ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General [Replace the last paragraph with the following]:

Asphalt Concrete shall conform to the requirements of Subsection 203-6.1 as modified by these Special Provisions.

302-5.4 Tack Coat

Tack coat material shall be Grade SS-1h emulsified asphalt.

302-5.5 Distribution and Spreading [Delete the sixth paragraph and add the following]:

The depositing, distributing, and spreading of the asphalt concrete shall be accomplished in a single, continuous operation by means of a self-propelled mechanical spreading and finishing strike-off assembly capable of being accurately regulated and adjusted to distribute a layer of the material to a definite predetermined thickness. The machine shall be equipped with automatic screed controls. The automatic screed controls require a reference system for the automatic system to follow. This reference can be the base on which asphalt concrete is being placed, the lane next to the material being placed, or a stringline. The automatic screed control can also follow a traveling reference system. A traveling reference system may be a ski attached to a control arm, which notes changes in base contours and adjust the screed automatically to compensate. A stringline or traveling reference system shall be used to allow the automatic control to adjust screed height as necessary to maintain proper longitudinal (length-wise) grade of the pavement. To maintain proper transverse (width-wise) grade, the automatic screed control shall use a pendulum system attached to a beam running between the two screed pull arms.

When paving is of a size or at a location that use of a self-propelled machine is impractical, the City Representative may waive the self-propelled requirement.

At those location where new asphalt concrete pavement overlay joins existing asphalt pavement, the Contractor shall rake out all aggregate 3/8-inch or larger and feather the new paving to form a smooth transition to join the existing pavement.

Portland Cement Concrete structures shall be included in the lump sum contract price and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work required to construct the structure in conformity with the plans and specifications.

Should the Contractor request and obtain permission to use admixtures for his own benefit, he shall furnish such admixtures and incorporate them in the concrete mixture at his expense, and no additional compensation will be allowed therefor.

Should the City Representative direct the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications, furnishing the admixtures and adding them to the concrete will be paid for as Extra Work provided in Subsection 3-3, as amended by these Special Provisions.

303-4.1.4.1 Sealants and Waterproofing

1. Waterproofing. All retaining masonry walls are to receive a waterproofing membrane (Miradri 860) and a protective membrane (Miradri Protection Course 200V), or City-approved equal. Application shall be manufacturer's recommendations.

303-5 CONCRETE CURBS, AND CONCRETE PAVING

303-5.1 Requirements

303-5.1.1 General [Add the following paragraph].

1. Concrete flatwork shall conform to the Standard Specifications as modified by County of Orange, RDMD Standard Plans 1803 and the details supplied herein.
2. Job sample. Contractor shall provide and finish a 4' x 4' square sample of concrete finish and color using the contemplated materials and construction techniques. The sample shall include final finish color, and texture. Construction and expansion joints sample per Plan shall meet with the City's approval prior to placing any concrete.

303-5.2 Forms

303-5.2.1 Standard Forms [Add the following]:

1. Use flexible metal 1" lumber or plywood forms to form radius bends.
2. Install, align and level forms, stake and brace forms in place. Maintain following grade and alignment tolerances.
 - a. Top of Form: Maximum 1/8" in 10'0".
 - b. Vertical Face: Maximum 1/8" in 10'0".
3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

303-5.4 Joints

303-5.4.1 General [Add to the first paragraph]:

1. Provide expansion joints using pre-molded joint filler at concrete work abutting curbs, walks and other fixed objects.
 - a. Locate expansion joints as indicated. When not indicated, provide joints at maximum 8'0" on center for curbs and walks. Align expansion joints in abutting curbs and walks.
 - b. Install joint fillers full-width and depth of joint. Recess top edge below finish to receive sealants as indicated on the details.
 - c. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.
 - d. Where intersecting joints occur, joint top edge and continue any spliced joints without deviation of form line or direction.
 - e. Protect the top edge of the joint filler during concrete placement.

SECTION 304 METAL FABRICATION AND CONSTRUCTION

304-2.3 Ornamental Metal

304-2.3.1 General. The materials for ornamental metal items.

304-2.3.2

1. Fabrication: Miscellaneous metal work which will be exposed to view shall only be fabricated with materials that are smooth and free of surface blemishes, including, but not limited to, pitting, seam marks, trade names, and roughness. Remove such blemishes by grinding or by welding and grinding prior to cleaning, treating, or applying surface finishes.
2. Shop Assembly: Work shall be fitted, shop assembled, and ready for erection when identified on construction schedule.
3. Workmanship: Form metals to shape and size with sharp lines and angles, and with smooth surfaces and faces free from distortion. Mill fastening to a close fit. Do all fitting true to line. Bend or form all tubing, pipe, and other members to continuous and true curves with all joints flush and neatly fastened together. All fabrications shall be square, plumb, straight, and true.
4. Jointing and Connections: Jointing and intersections shall be accurately made in true planes and tight-fitted to hairline joints. Connections shall be welded. Do not use screws unless specifically shown or required. If used, screws shall be countersunk with a metal compatible with the members being joined.

5. Welding: Welding shall conform to the requirements of the "Structural Welding Code" ASW D1.I. Where welds are exposed to views, bevel members prior to welding and weld full. Grind welds flush, smooth, level with the adjacent surfaces. Grind welds at intersecting members to sharp lines.
6. Holes: Accurately space to centers such that holes are not poorly or carelessly seamed.
7. Anchorage: Fabricate and space anchoring devices to provide adequate support for intended use.
8. Insulation of metals from contact with masonry and different metals from contact with each other shall be provided where necessary to prevent corrosion.
9. Debur and grind smooth all welds and rough spots.
10. All ornamental metal fabrications shall receive a sandblast finish to remove all oil, grease, lint, and rust.
11. All ornamental metal fabrications shall use the Matthews metal pretreated 2-component self-etching metal pre-treatment finish per ANSI/AWS C218.93, ASTM C633, ASTM B833-93, and SSPC-CS Guide 23.00, June 1, 1991. Contact: Matthews Paint. Phone: 800-323-6593. Contractor shall submit sample of etched and painted sample piece for review and approval prior to fabrication.
12. Apply 2 coats (min. 2 mil. per coat) of Matthews Voc Map® HS Paint. The surface shall be clean, dry, and free of loose rust, lint, oil or grease. Contact: Matthews Paint (800) 323-6593. Apply per manufacturer's specifications. Final color to be selected and approved by City.
13. Provide field touch up paint as required and as directed by City.

304-2.3.3

1. Installation: Ornamental metal items shall be erected in accordance with the plans. All work shall be erected square, plumb, straight, and true. Perform all required cutting, drilling, and filling. Accurately set and properly secure. Attach work in true planes, in alignment, properly braced and stiffened.
2. Embedded Items: Provide miscellaneous metal items to be embedded or installed in concrete.
3. Coordination with Related Work: Provide all anchors, sleeves, bolts, and connecting members necessary for securing metal work to other adjacent or adjoining work. Provide and install angles and other reinforcement. Do all cutting, puncturing, drilling, tapping, or modifying of adjacent or adjoining work where necessary for proper installation. Furnish all sockets, bolts, anchors, and other portions of this work to the various trades where needed that are to be built into the structure and be responsible for their accurate spacing and setting.

4. Expansion and Contraction: Assemble and install work with adequate provisions to prevent objectionable distortion and overstressing from expansion and contraction. Construct to be weather-tight where exposed to the weather.
5. Touch-up Painting: Immediately after erection of miscellaneous metal items, all rusted areas, abraded areas, bolts and nuts, and all welds shall be thoroughly cleaned and spot primed with same material used for shop painting.
6. Miscellaneous Steel Items: Provide all necessary steel items required which are not specified elsewhere. All necessary supports, guides, brackets, etc., shown or required shall be provided.

304-2.3.4 Measurement and Payment.

Payment for ornamental metal items and their painting shall be made as part of the lump sum contract price and no additional compensation will be allowed.

SECTION 306 UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS

306-1.1.1 General [Delete the first paragraph and substitute the following]:

For the purpose of shoring or bracing, a trench is defined as an excavation in which the depth is greater than five feet.

[Delete the last sentence of the third paragraph and substitute the following]:

Removal of ground water shall be performed to a level sufficiently below the structure subgrade to ensure a firm and stable subgrade for the construction of structures. All costs for such dewatering shall be included in the prices bid for the various items of work except as may be otherwise specified in the General Specifications.

306-1.1.6 Bracing Excavations [Add the following]:

Trench safety and shoring of excavations shall comply with the requirements of the General Specifications. The Contractor shall be required to supply a copy of any permit required by the Division of Industrial Safety at the time of the pre-construction meeting.

The cost of furnishing and installing bracing or other provisions required for worker protection shall be borne by the contractor. All material used for protection shall be removed from the project unless it has been approved to remain in place by the City Representative.

[Add the following Subsection]:

306-1.1.7 Dewatering

The Contractor shall provide and maintain at all times during construction, ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed

to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against a wall for a period of twenty-eight (28) days.

Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by well points or some other method which will ensure a dry hold and preservation of final finished grade of the bottoms of excavation, all subject to the approval of the City Representative.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act -1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Payment for removal of water shall be included in the items of work which require the dewatering, and no additional compensation will be allowed therefor.

306-1.3.4.1 Compaction Requirements. [Replace with the following]:

All trench backfill shall be densified to 90% minimum relative compaction. Jetting will not be permitted unless specifically approved in advance by the City Representative.

306-1.5.2 Permanent Resurfacing [Add the following]:

All testing of underground installation at any given point shall be completed before the surface course is placed at that point.

306-1.6 Measurement and Payment (Basis of payment for open trench installation)

Underground conduit construction shall be included in the lump sum contract price to include full compensation for furnishing and installing the pipe, including all trenching, bedding, backfill, temporary surfacing, handling and repairs, and utility protection, and no additional compensation will be allowed.

DO NOT COPY

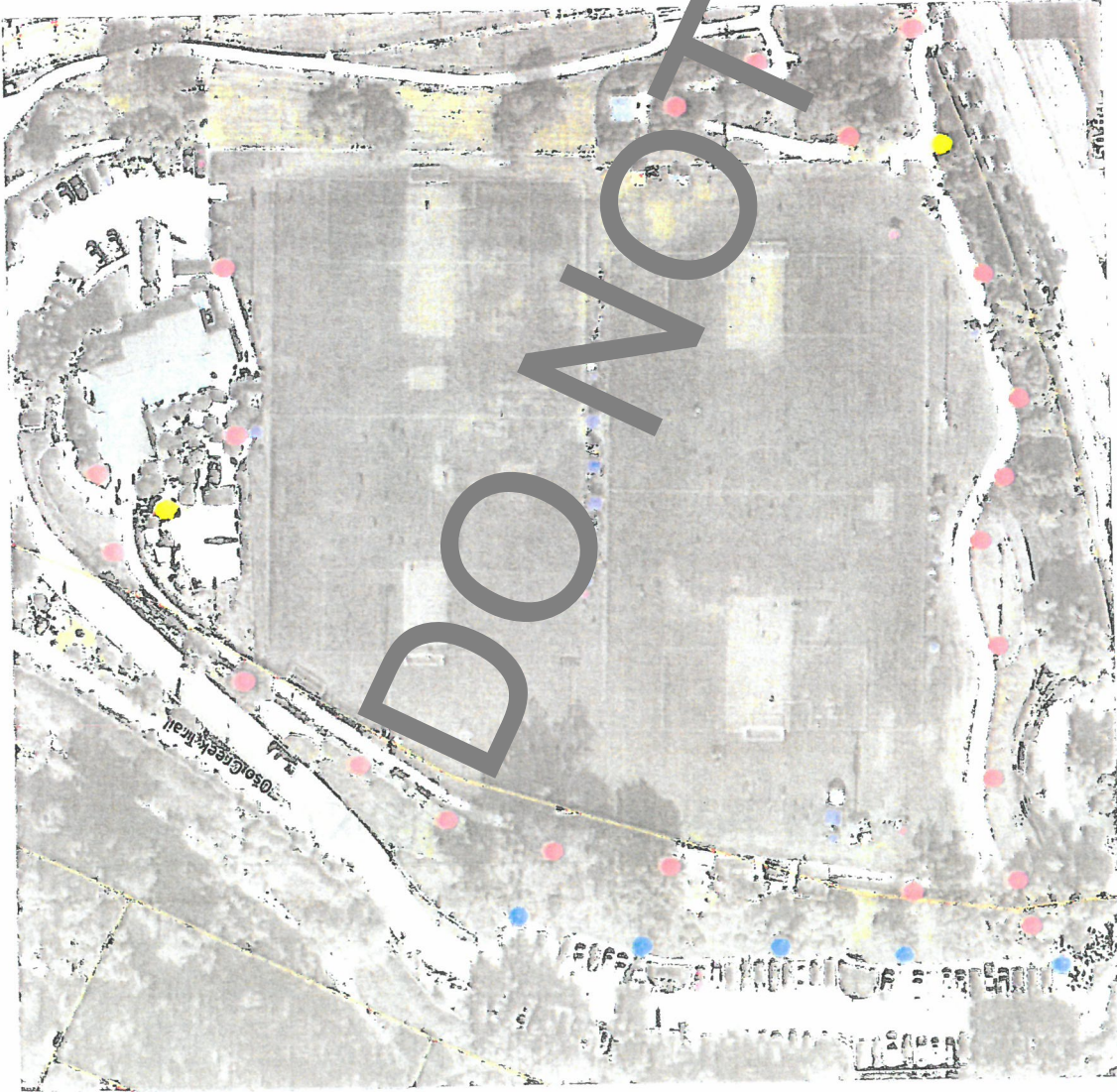
**PARK SECURITY LIGHTING
CIP 24339**

APPENDIX

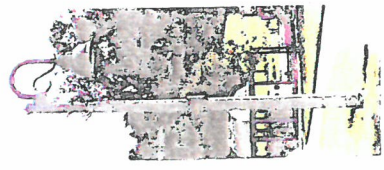
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APPENDIX A—LIGHT POLE LOCATIONS



New Light Fixtures
(example from
other City park)



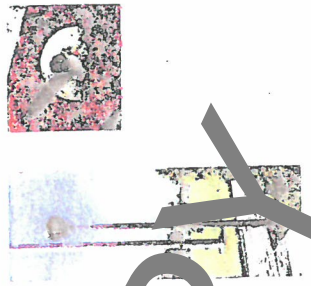
Base Bid
(22) Replacements
(2) Adding New



Bid Alternate
(5) Replacements

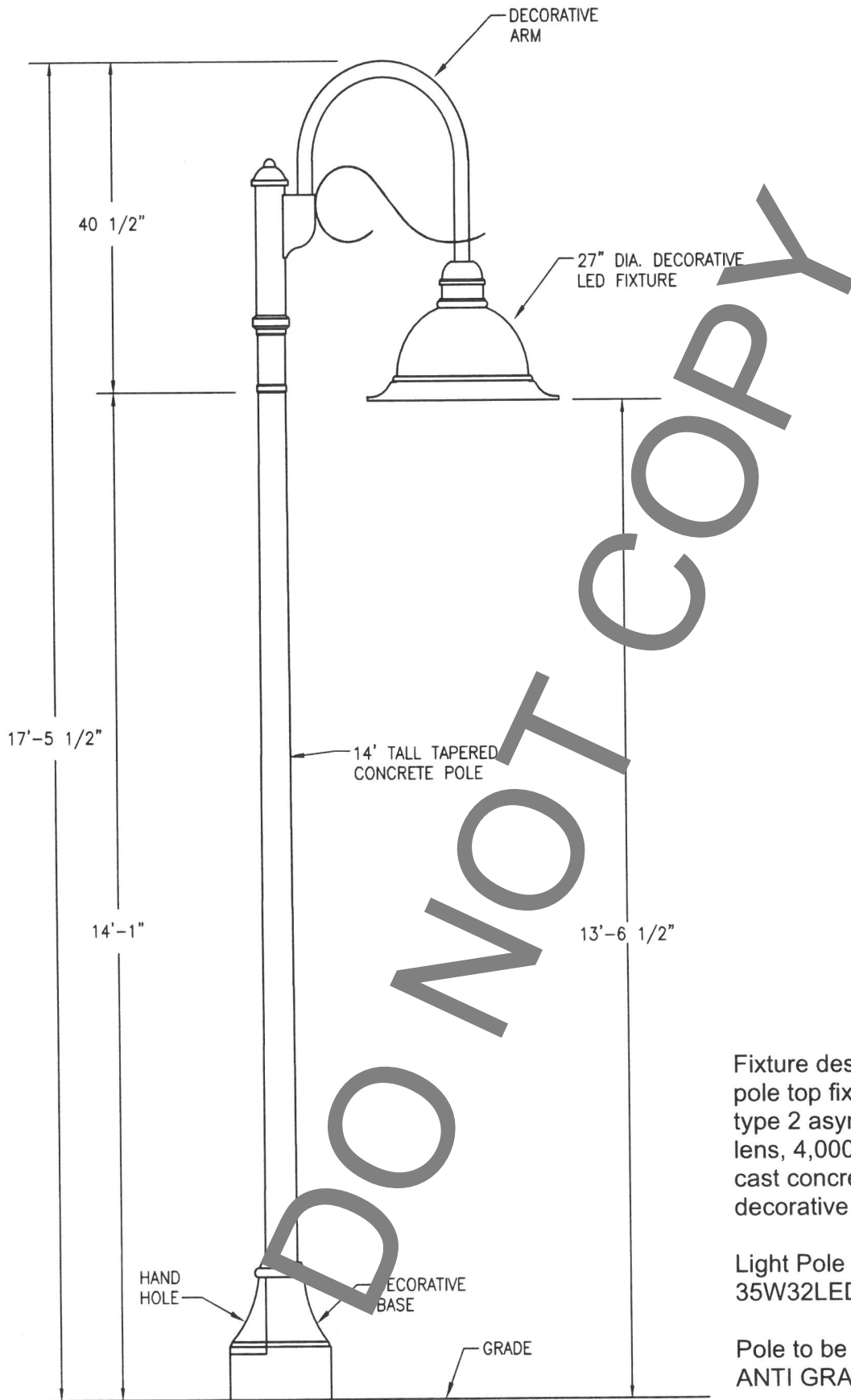


Existing Light
Fixtures



DO NOT COPY

APPENDIX B—STRUCTURAL DETAILS AND
CALCULATIONS



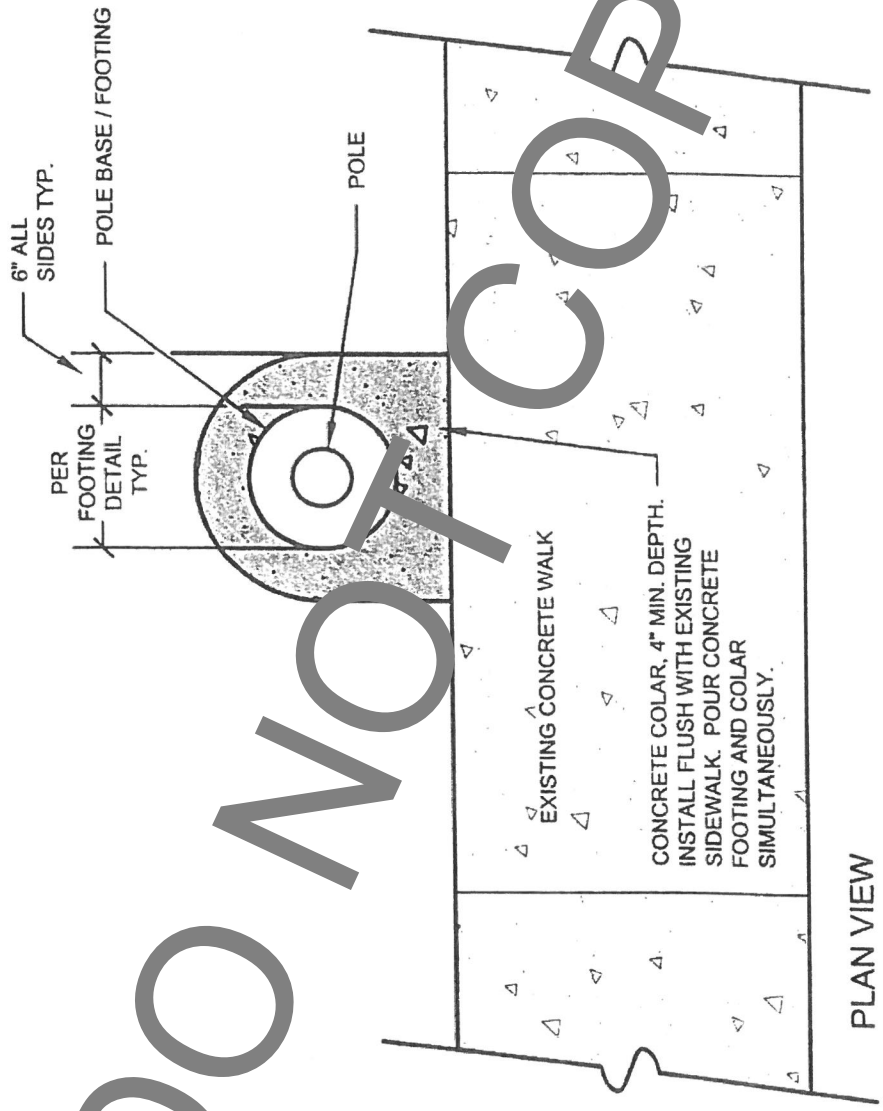
Fixture description: Decorative LED pole top fixture with decorative arm, type 2 asymmetric optic with flat lens, 4,000 kelvin led engine, and cast concrete 13'-1" tall pole with decorative base.

Light Pole fixture to be DMS50 35W32LED4K-R-LE2F SMB LM

Pole to be VBR-4.6-14'-213-T6 ANTI GRAFFITI by AMERON

Pedestrian Light Pole
 Scale: 1/2"=1'-0"

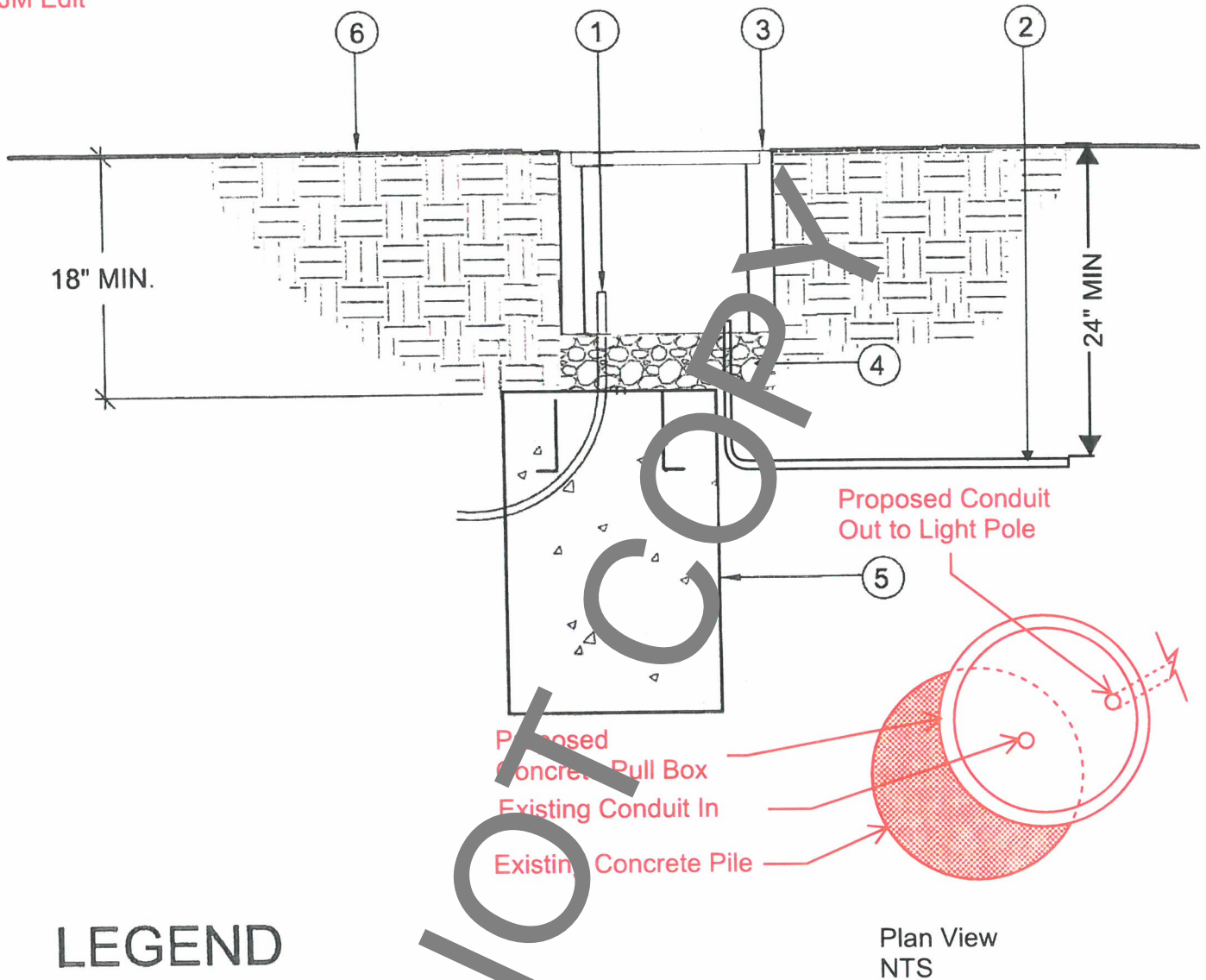
DO NOT COPY



NOT TO SCALE

LIGHT POLE FOOTING CAP

RJM Edit



LEGEND

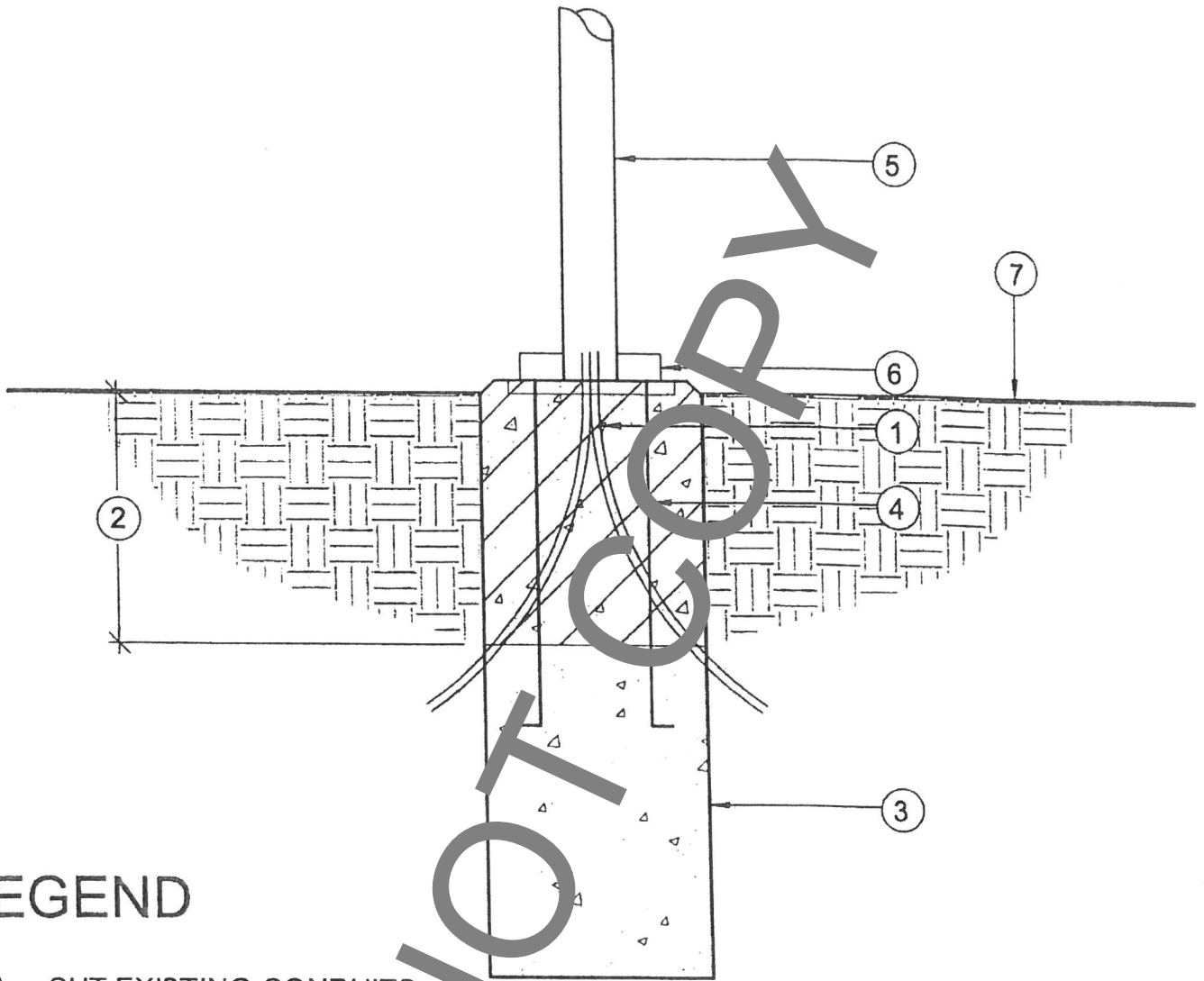
- ① STUB EXISTING CONDUIT AND WIRING INTO CONCRETE PULL BOX
- ② 3/4" CONDUIT TO NEW LIGHT STANDARD
- ③ CONCRETE PULL BOX FLUSH TO FINISH GRADE
- ④ 2 CUBIC FEET 3/4" GRAVEL
- ⑤ EXISTING FOOTING
- ⑥ FINISHED GRADE

NOTE:

IN PAVED AREAS THE CONCRETE PULL BOX SHALL BE FLUSH WITH THE EXISTING FINISH SURFACE.

PULL BOX INSTALLATION DETAIL

SCALE: N.T.S.



LEGEND

- ① CUT EXISTING CONDUITS
- ② REMOVE EXISTING FOOTING TO A MIN. DEPTH OF 18" BELOW FINISH SURFACE OR FINISH GRADE
- ③ EXISTING FOOTING
- ④ EXISTING ANCHOR BOLTS REMOVE TO MIN. DEPTH OF 18"
- ⑤ EXISTING POLE TO BE REMOVED
- ⑥ BASE COVER
- ⑦ FINISHED GRADE

POLE AND FOOTING DEMOLITION DETAIL SCALE: N.T

- C. Conductors: All conductors shall be identified at all boards, pull boxes, outlet boxes and poles with a punched plastic tag (such as color coded Dymo tags) or other suitable waterproof method as approved by the Parks Department Representative. Identification shall be by circuit number, voltage and phase.

- 3.09 GROUNDING: All metallic conduit, fixtures, cabinets, panel boards, and electric equipment shall be connected to system ground. All grounding connections shall be effective and permanent. Continuity of ground shall be maintained throughout the conduit and electrical systems. Ground bushings and jumpers shall be used wherever the normal conduit termination does not insure continuity of ground. All steel light poles shall be properly grounded.

- 3.10 SPARE PARTS: Not Required.

- 3.11 CLEAN UP:
 - A. General: Contractor shall thoroughly clean all fixtures, exposed piping, apparatus and equipment installed on the Project. Parts that are to be painted shall be thoroughly cleaned of cement, plaster, etc., brushed with steel brush to remove rust, etc., cleaned and painted. Any dirt, rubbish, paint spots or grease on walls, poles, walks, equipment or fixtures, either installed on the Project or as a result of Contractor's operations, must be removed by Contractor and the premises left in first-class condition in every respect.

 - B. Galvanized Surfaces: Brush thoroughly and wipe clean with clean rags and solvent to remove dirt, oil, grease, paint and any other objectionable stains or marks.

 - C. Panel boards: Panel boards and similar items with factory finish shall be cleaned and polished. Refinish any areas where factory finish has been damaged.

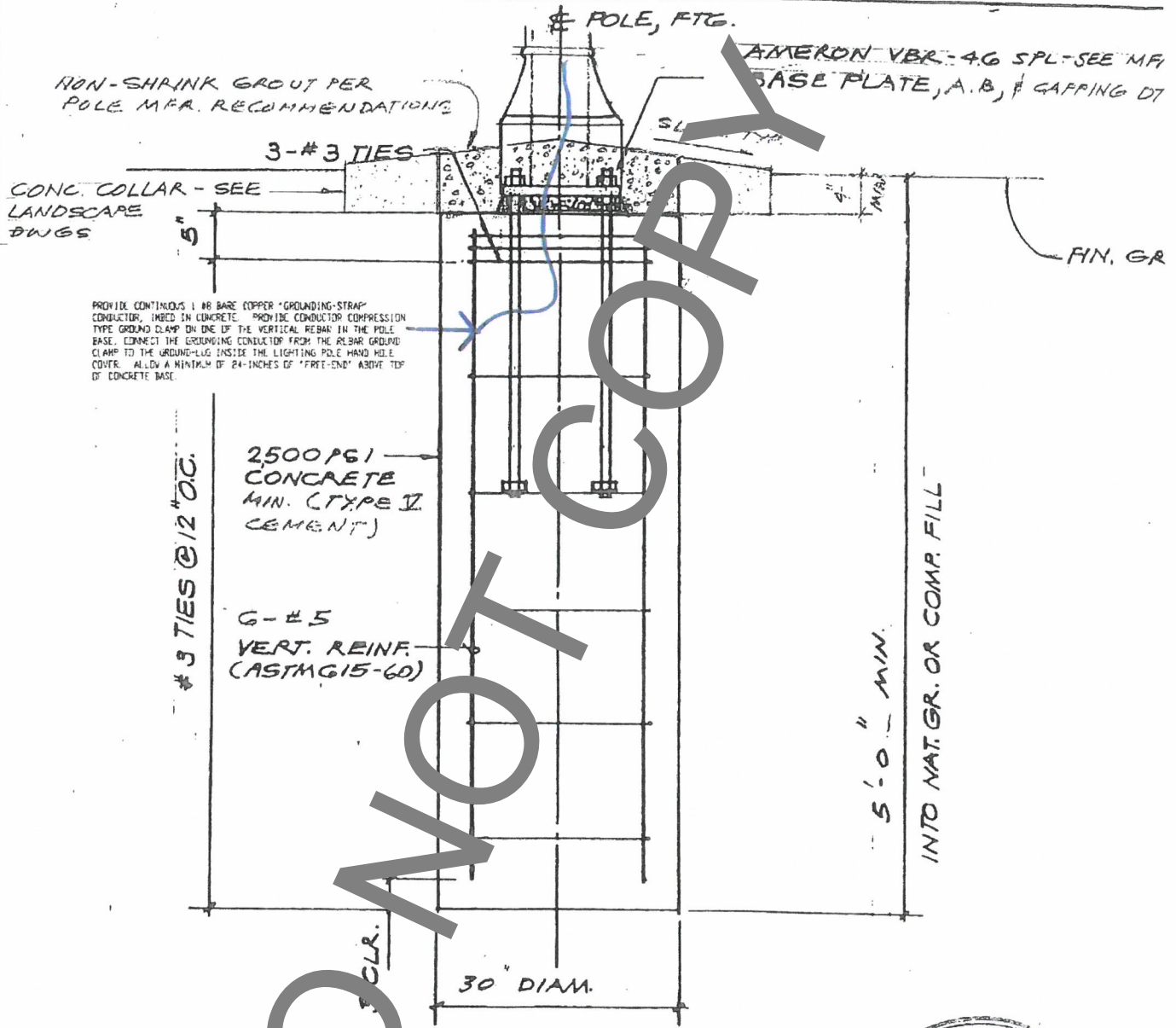
 - D. Lighting Fixtures: Clean and polish entire fixture, including diffusers, reflectors, lenses, lamps and trim.

 - E. Rubbish Removal: All rubbish resulting from the Electrical Work shall be cleaned up and removed from the site by Contractor; also from time to time during construction, and when so directed by the Owner's Inspector. Contractor shall thoroughly clean all existing switchboards and panels, which are involved in the completion of the Work, whether installed by Contractor, or not.

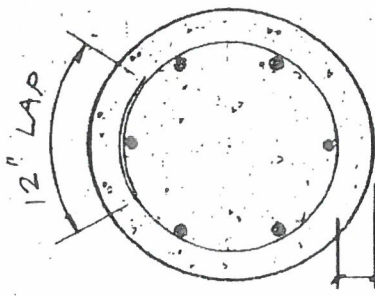
DRAFT

PROJECT: PARK LIGHT UPGRADES
 FOR: R. FISHER & ASSOC.

LOCATION: MISSION VIEJO, CA
 ITEM: LIGHTPOLE FOOTING



ELEVATION



SECTION



DO NOT COPY

INTO NAT. GR. OR COMP. FILL

5'-0" MIN.

30" DIAM.

#3 TIES @ 12" OC.

2500 PSI CONCRETE MIN. (TYPE II CEMENT)

6-#5 VERT. REINF. (ASTM A615-60)

CONC. COLLAR - SEE LANDSCAPE DWGS

NON-SHRINK GROUT PER POLE MFR. RECOMMENDATIONS

3-#3 TIES

AMERON VBR - 4.6 SPL - SEE MF BASE PLATE, A.B., GAPPING DT

POLE, FTG.

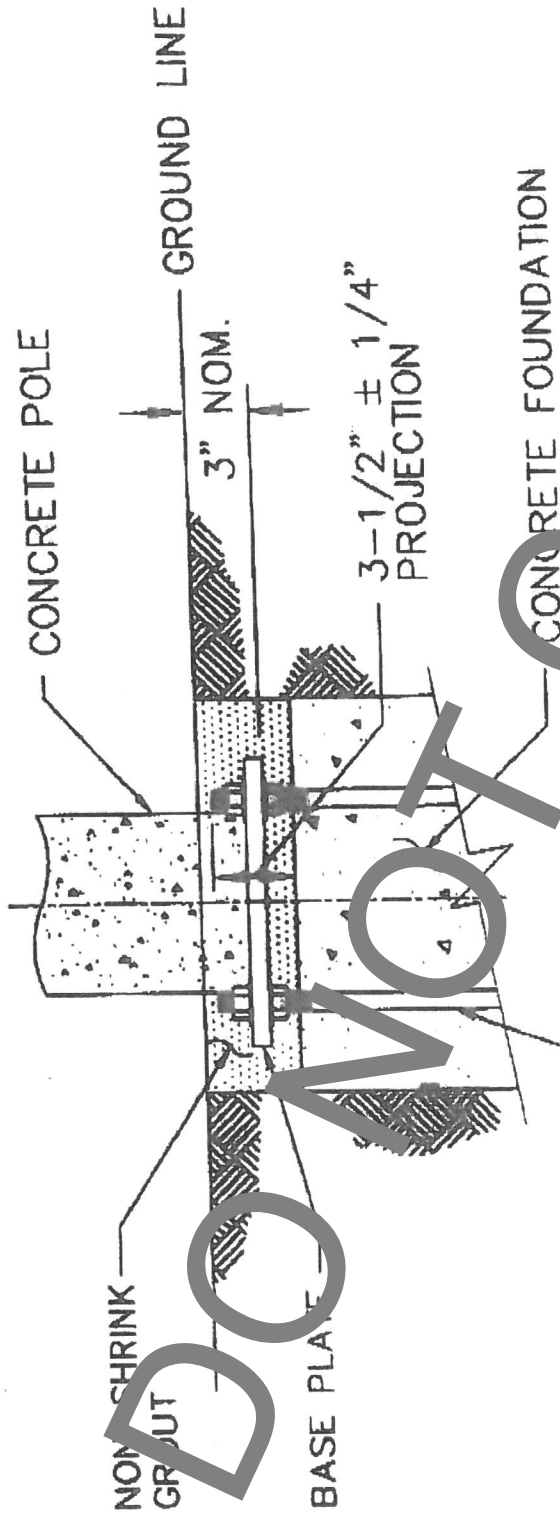
SLIP TYPE

FIN. GR.

3" CLR.

12" LAP

3" CLR TO TIES



(4) GALVANIZED ANCHOR
 BOLTS W/HEX NUTS AND
 WASHERS ASTM A-307

RECOMMENDED FIELD SETUP

RECOMMENDED FIELD SETUP FOR POLES WITH BASE PLATE	
DRAWING NO. 112/01 SCALE N.T.S.	DWG. NO. REV FIELD--SETUP

DO NOT COPY

1117

RAY

Manufacturer reserves the right to alter the product design without prior notice. Consult American of authorized representatives for additional information.

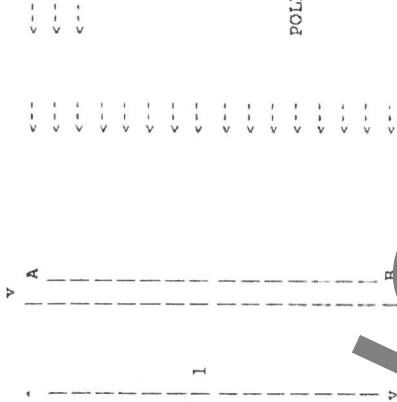
R. L. FOLEY & ASSOCIATES, INC. POLE DESIGNATION: VBR-4.6 SPL 15' LIGHT POLE JOB NO: 2004-224
 STRUCTURAL ENGINEERS MANUFACTURER: AMERON PROJECT: PARK SITES UPGRADES
 LAKE FOREST, CA CLIENT: RICHARD FISHER ASSOCIATES LOCATION: MISSION VIEJO, CA

2001 CALIFORNIA BUILDING CODE
 WIND CRITERIA, MPH = 70 EXP C

LUMINAIRE DATA
 EPA/FIXTURE = 2.90 SQ.FT.
 WEIGHT/FIXTURE =

P = SUPERIMPOSED WT

LIGHTS, P = Ce(Cq) (qs) I



	EPA (SQ FT)	WT (LBS)
NO. FIXT. TOP XARM	2	5.90
NO. FIXT. 2ND XARM	0	0.00
NO. FIXT. 3RD XARM	0	0.00
Total	2	5.90
		144.0
		0.0
		0.0

POLE, P = Ce(Cq) (qs) I

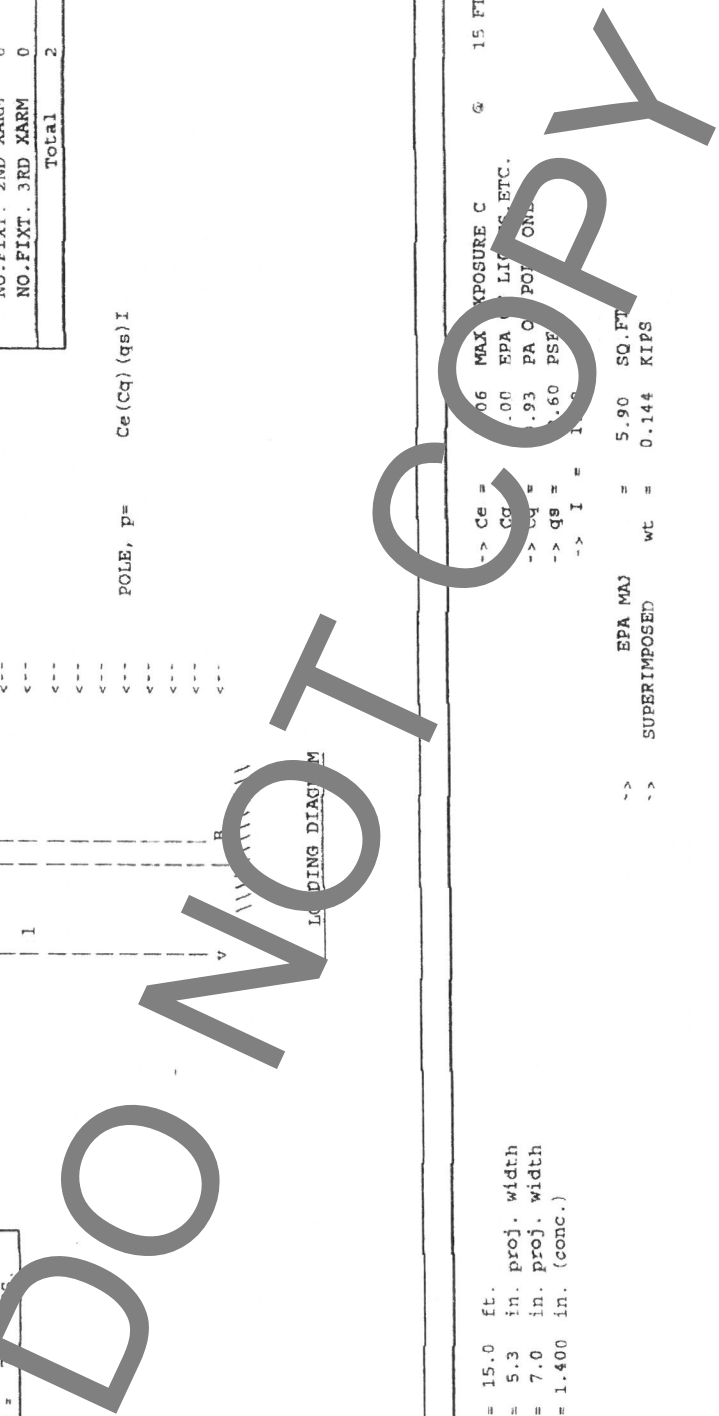
INPUT

-> l = 15.0 ft.
 -> dA = 5.3 in. proj. width
 -> dB = 7.0 in. proj. width
 -> thick = 1.400 in. (conc.)

-> Ce = .06 MAX EXPOSURE C & 15 FT.
 -> Cq = .00 EPA LUMIN. ETC.
 -> qs = .93 PA C POLE ONE
 -> I = .60 PSF
 -> I = 1.0
 EPA MAX = 5.90 SQ.FT.
 wt = 0.144 KIPS

OUTPUT

P = Ce(Cq) (qs) I
 LIGHTS, P = 13.36 PSF
 POLE, P = 12.46 PSF MAX



R.L. FOLEY & ASSOCIATES, INC. VBR-4.6 SPL 15' LIGHT POLE JOB NO: 2004-224
 STRUCTURAL ENGINEERS AMERON PROJECT: PARK SITES UPGRADES
 LAKE FOREST, CA RICHARD FISHER ASSOCIATES LOCATION: MISSION VIEJO, CA

SEE FOLLOWING PAGE FOR GROUNDLINE FORCES ---->

DO NOT COPY

STATION FROM TOP OF PILE, FT.	PROXIMATE WIND SPEED, M.P.H.	MOMENT, K-FT	AXIAL, KIPS	SHEAR, V, KIPS	EPA MOM, K-FT	ECC=M/V, FT
0.0	5.2	0.000	0.172	0.000	0.000	0.000
1.0	5.38	0.003	0.201	0.084	0.079	0.034
2.0	5.50	0.090	0.231	0.158	0.158	1.000
3.0	5.63	0.183	0.262	0.096	0.236	1.909
4.0	5.75	0.281	0.294	0.102	0.315	2.769
5.0	5.88	0.386	0.327	0.108	0.394	3.586
6.0	6.00	0.497	0.361	0.114	0.473	4.364
7.0	6.13	0.614	0.395	0.127	0.552	5.100
8.0	6.25	0.737	0.431	0.133	0.630	5.793
9.0	6.38	0.867	0.467	0.140	0.709	6.443
10.0	6.50	1.004	0.505	0.147	0.788	7.051
11.0	6.63	1.147	0.543	0.154	0.867	7.621
12.0	6.75	1.297	0.582	0.161	0.946	8.144
13.0	6.88	1.454	0.622	0.161	1.024	8.624
14.0	13.00	1.619	0.707	0.171	1.103	9.050
15.0	13.00	1.797	0.792	0.184	1.182	9.471

Reference: MAPS OF KNOWN ACTIVE FAULT NEAR-SOURCE ZONES IN CALIFORNIA AND ADJACENT PORTIONS IN NEVADA - Published by ICBO , February 1998

INPUT:

Job Location: mission Viejo, Ca
 Near Source Fault: Newport Inglewood
 Fault Type: B
 Slip Rate: 1.5
 MG max: 6.9
 Distance from Fault: 10 km
 Reference Page: N-34
 Seismic Zone: 0.4
 Soil Type: S_D Assumed
 Importance Factor: 1.00 Table 16A-N
 R: 2.2 Section 1634.5

OUTPUT:

$N_a = 1.0$ Table 16A-S
 $N_v = 1.0$ Table 16A-T
 $C_a = .44 N_a$ Table 16A-Q Assume Soil Type S_D
 $= 0.44$
 $C_v = .64 N_v$ Table 16A-R Assume Soil Type S_D
 $= 0.64$

$V_s = .56 C_a * I * W = 0.246 W$ Eq (34A-2)
 $V_s = 1.6Z * N_v * I * W / R = 0.291 W$ Eq (34A-3)
 $V = C_v * I * W / (R * T) = 0.291 W/T$ Eq (30A-4)
 $= 0.760 W$ but not exceed $V = 2.5 C_a * I * W / R = 0.50 W$ Eq (30A-5)

Cantilever beam, $f = 1/T = 3.52/2\pi(EI_g/wL^4)^{1/2}$

$T = 2.613 \text{ sec}$
 $= 0.383 \text{ sec}$

15' concrete pole

L= 15 ft
 E= 4800000 psi
 I= 54.4 in⁴
 w= 53 lbs/ft

DESIGN SEISMIC FORCE

$E = \max V_s = 0.500 W$
 $V = E/1.4 = 0.357 W$

Handwritten notes:
 $V_s = 0.246 W$
 $V = 0.291 W$
 $V = 0.760 W$
 $V = 0.50 W$

COPY

NOT

DO

DESIGN OF EMBEDDED POLE FOOTING-
 NONCONSTRAINED
 CBC Section 1806.8.2.1

R. L. FOLEY ASSOCIATES, INC.
 STRUCTURAL ENGINEERS

Mark/Type	15' POLE AMERON
INPUT	
Shear, P	lbs = 286
height of P above grade, h	ft = 9.8
allow lateral brg pressure, S ₁	psf/ft = 200
max allow lateral brg pressure	psf/ft = 2400
Diameter, b	ft = 2.5
OUTPUT	
Moment at grade, M	ft-lbs = 2,893
acting lateral brg pressure, S ₁	psf = 259
allow lateral brg pressure, S ₁	psf = 259
A=2.34P/(S ₁ b)	= 1.03
Min req'd embedment, d	ft = 3.88
=A/2{1+(1+4.36h/A) ^{1/2} }	
Add 1'-0" neglected	1.00
Total embedment req'd	4.88
USE 30 IN DIAMETER ---->	5'-0"

DO NOT COPY

R. L. FOLEY & ASSOCIATES, INC. POLE DESIGNATION: VBR-4.6 SPL LIGHT POLE JOB NO: 2004-224
 STRUCTURAL ENGINEERS MANUFACTURER: AMERON PROJECT: PARK SITE UPGRADES
 LAKE FOREST, CA CLIENT: RICHARD FISHER ASSOCIATES LOCATION: MISSION VIEJO, CA

ULTIMATE STRENGTH CHECK OF FOOTING REINFORCEMENT
 (BY STRAIN ANALYSIS FOR 6 BAR CAGE)

INPUT

OUTSIDE DIAMETER, d = 30.00 IN
 CONCRETE COVER TO REINF = 3.50
 REINF CIRCLE DIAMETER, = 22.38 IN
 NUMBER OF REBAR = 6
 SIZE OF REINF, # = 31 IN 1.86
 AREA OF REINF = 0.0 KSI
 REINF YIELD STRENGTH = 3 KSI
 CONC COMP STRENGTH = 39.0 KSI
 MOD OF ELASTICITY, STEEL = 3,112 KSI
 MOD OF ELASTICITY, CONC = 3,112 KSI

ASSUME

CONCRETE STRAIN = 0.0030 IN/IN MAX
 DISTANCE TO N.A., c = 3.60 IN

SOLUTION

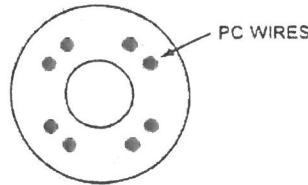
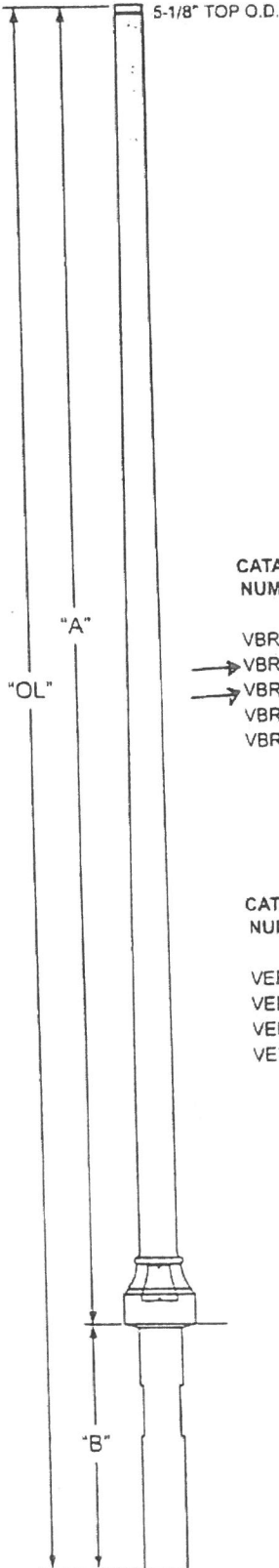
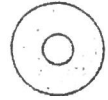
n = Es/Ec = 9.29
 BETA = 0.85 [UBC 2610 (c)7C]
 a = BETA*c = 3.06 [UBC 2610 (c)7A]
 a/d = 0.1020
 CURVE B FACTOR FOR AREA = 0.041 FROM CHART PG 703 REINF CONC FUND, BY FERGUSON, 1965
 COMPRESSION AREA = 36.90 IN²
 CURVE A FOR ARM TO c.g. = 0.883 FROM CHART PG 703 REINF CONC FUND, BY FERGUSON, 1965
 DIST. FROM c.g. TO CL. = 13.25 IN
 YIELD STEEL STRAIN = 0.0021 IN/IN
 SPACING OF REINF, THETA = 60 DEGREE
 DIST FOR THETA 1, d1 = 26.19 IN
 DIST FOR THETA 2, d2 = 20.59 IN
 DIST FOR THETA 3, d3 = 9.41 IN
 DIST FOR THETA 4, d4 = 3.81 IN

INTERNAL FORCES
 F1 = 19.60 KIP-FT
 F2 = 37.20 KIPS
 F3 = 37.20 KIPS
 F4 = 1.59 KIPS

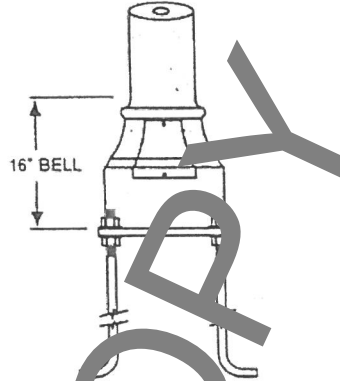
CONCRETE = -94.10 KIPS

TOTAL = 0.50 KIPS

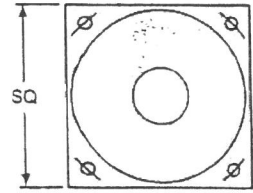
Mu = 120.2 KIP-FT (ULTIMATE STRENGTH)
 Mb=phi*Mu/(1.7*.75) = 84.8 KIP-FT (WORKING STRENGTH)



SHAFT CROSS SECTION DETAIL



VBR ELEVATION
See recommended
"Detail"



BASE PLATE

BASE PLATE STYLE - ORDERING INFORMATION

CATALOG NUMBER	POLE HEIGHT "A"	BASE O.D.	ANCHOR BOLT	BOLT CIRC.	BASE PLATE (SQ)	ULTIMATE G.L. MOMENT (FT. LBS.)	WEIGHT (LBS.)	MAXIMUM EPA/MPH (SQ FT)*		
								80	90	100
VBR-3.8	12'-6"	13"	3/4" x 24" x 4"	16"	14"	12,000	600	15.0	12.5	11.0
VBR-4.1	13'-1"	13"	3/4" x 24" x 4"	16"	14"	12,000	625	15.0	12.5	11.0
VBR-4.6	15'-1"	13"	3/4" x 24" x 4"	16"	14"	15,000	675	13.0	11.0	9.5
VBR-5.5	18'-0"	13"	3/4" x 24" x 4"	16"	14"	15,500	710	13.0	11.0	8.5
VBR-6.1	20'-0"	13"	3/4" x 24" x 4"	16"	14"	17,000	825	13.0	10.0	7.5

EMBEDDED STYLE - ORDERING INFORMATION

CATALOG NUMBER	POLE HEIGHT "A"	BASE O.D.	EMBEDDED DEPTH "B"	OVERALL LENGTH "OL"	ULTIMATE G.L. MOMENT (FT. LBS.)	WEIGHT (LBS.)	MAXIMUM EPA/MPH (SQ FT)*		
							80	90	100
VER-4	13'-1"	13"	4'-10"	17'-11"	12,000	750	15.0	12.5	11.0
VER-4.6	15'-1"	13"	4'-10"	19'-11"	15,000	800	13.0	11.0	9.5
VER-5.5	18'-0"	13"	4'-10"	22'-10"	15,500	900	13.0	11.0	8.5
VER-6.1	20'-0"	13"	4'-10"	24'-10"	17,000	950	13.0	9.5	7.5

*EPA based on post top mounting. Consult your representative for other attachment methods and increased load capacity requirements.

Notes:

SPECIFICATIONS

Use Centrecon Specifications.

LUMINAIRE MOUNTING

See Technical-Mounting Options Section for more information.

COLORS & FINISHES

See Color Selection Guide.

ANTI-GRAFFITI & SEALER

Optional Coatings available for added protection.