

**CITY OF MISSION VIEJO
CALIFORNIA**

**OSO VIEJO PARK PLAY AREA
RESILIENT SURFACING RENOVATION**

OCTOBER 2024

PREPARED BY:

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

DO NOT COPY

**CITY OF MISSION VIEJO
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS**

FOR

**OSO VIEJO PARK PLAY AREA
RESILIENT SURFACING RENOVATION**

APPROVED BY:



JERRY HILL

Assistant City Manager / Director of Public Services

Dated: 10-21-24

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CITY OF MISSION VIEJO

NOTICE INVITING BIDS

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

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 office of the City Clerk, 200 Civic Center, 2nd Floor, City of Mission Viejo, until the hour of **10:00 a.m. on November 21, 2024**, 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 OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATIONS." If submitting your bid via carrier service, please contact the City Clerk Department at 949-470-3052 to confirm receipt of your bid no less than one hour before bid opening.

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:

Clearing, grubbing, rubberized surfacing and all appurtenant related work.

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 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 or Class C61/D12 Contractor's License, issued by the State of California.

A mandatory pre-bid meeting will be held on November 12, 2024 at 10:30 a.m. at Oso Viejo Park: 24900 Veterans Way, Mission Viejo, CA 92692.

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.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem 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.

This Contract is subject to compliance registration, monitoring and enforcement by the Department of Industrial Relations (DIR) and all related requirements of Senate Bill 83 (Labor Codes §§1715.5, 1725.5, 1771.1, 1771.1(a), and 1771.4.) 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).

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 mailed 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__.

Kimerly Schmitt
City Clerk

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

**CITY OF MISSION VIEJO
INSTRUCTIONS TO BIDDERS**

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

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

The Contractor shall have Sixty (60) Working Days to Complete the Work.

October 31, 2024	Advertise in Trade Journal, Newspaper, and Website
November 1, 2024	MANDATORY Pre-Bid meeting at 10:30 a.m. at Oso Viejo Park located at 24932 Veterans Way, Mission Viejo
November 2, 2024	Bid opening at 10:00 a.m. , City Clerk's counter, City Hall 2 nd Floor
December 1, 2024	Award of contract consideration
January 20, 2025	Construction begins (60 working days)

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

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 total for the item in the respective spaces provided for this purpose. The quantities listed in the bid sheet 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 PROPOSAL

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, **OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION.**

7. WITHDRAWAL OF PROPOSAL

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 by 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 and 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 ninety (90) 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 provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this 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 1777.6 which stipulates that it shall be unlawful to refuse to accept, on an equal basis, 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 interest in 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 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 amount described below and in a form satisfactory to 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.

Commercial General Liability Insurance. Contractor shall obtain and furnish to City a policy of general liability insurance against any and all claims arising out of or in connection with the work performed for this project. Primary insurance shall be at least as broad as Insurance Services Office (ISO) form CG 01 01, as determined by Risk Management staff. Contractor shall provide the following coverage: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability in an amount not less than two million dollars (\$2,000,000) per occurrence for all coverage and two million dollars (\$2,000,000) general aggregate for bodily injury, personal injury, and property damage. This 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 10 and CG 20 37, or similar form(s). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Business Auto Liability Insurance. Contractor shall obtain and furnish to City a business liability policy covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed for this project, including coverage for owned, hired, and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence and in the aggregate. Primary coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto). Starting and ending dates shall be concurrent.

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 obtain and furnish to City workers' compensation insurance per 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 furnish to City a waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Contractor shall similarly require all subcontractors to waive subrogation. If Contractor is a sole ownership proprietorship and does not have any employees, Contractor shall certify such facts to the City by completing a "Declaration of Non-Employer Status" declaring such and worker's compensation coverage shall not be required.

Contractor's pollution liability insurance. Coverage shall provide 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 and during 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 out of the materials, supplies, products, work, operations, or workmanship. 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 the Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the service required by this agreement.

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, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A. A "pay 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, 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.

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 five (5) 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 officials, officers, 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, 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 Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claims 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 each 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 the 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 kind 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 maintain 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 would otherwise be 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 deposited 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, respectively, 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 the 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 will be final and binding and there is no direct appeal from the award on the grounds of error in the application of the law 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 Procedure 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 in a public park. All project Work will not disrupt or conflict with park activity.

CITY OF MISSION VIEJO

PROPOSAL

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

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 sheet, 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:

LIST OF SUBCONTRACTORS

All Contractors (and sub-contractors) must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts before bid/proposal submission. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

BIDDER proposes to subcontract certain portions of the work, as follows *[NOTE: There is no need to require listing of suppliers under Public Contract Code §4104. If suppliers are listed, it makes compliance with the 50% rule (Greenbook, §2-3.2) difficult to ascertain.]*

Name of Subcontractor	Contractor's License #	DIR PWCR#	Address/Phone # of Office, Mill or Shop	Percent of Total Contract	Bid Items (List % of Bid Item if Portion Only)

If more space is needed to list subcontractors, please copy this page and fill out.

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: _____

Signature of Notary Public

(SEAL)

DO NOT COPY

(10% of the Proposed Amount)

Bond # _____

CITY OF MISSION VIEJO

BID BOND

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

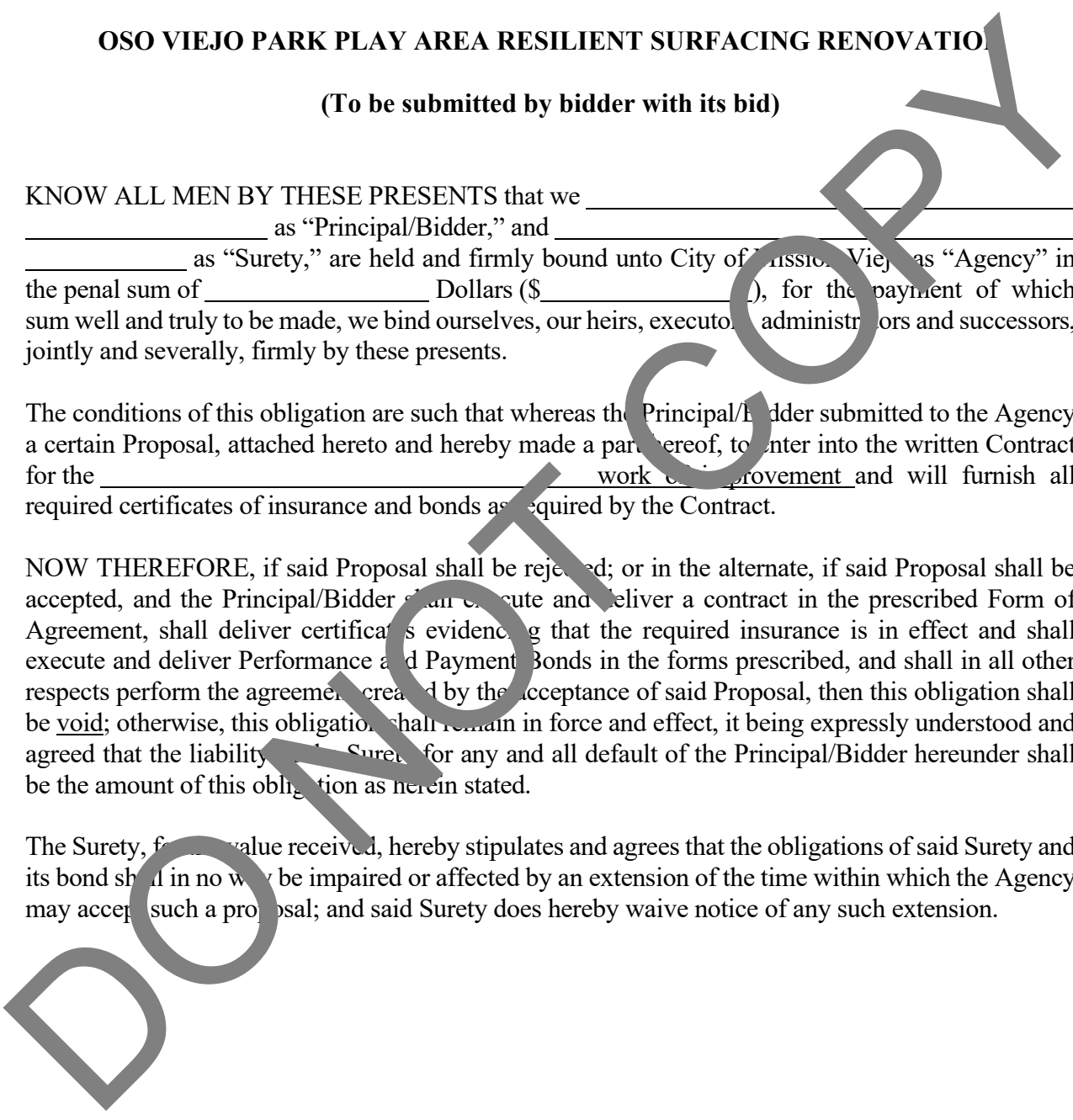
(To be submitted by bidder with its bid)

KNOW ALL MEN BY THESE PRESENTS that we _____
_____ as "Principal/Bidder," and _____
_____ as "Surety," are held and firmly bound unto 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 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 impaired 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)

CITY OF MISSION VIEJO

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)**

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

(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>

DO NOT COPY

CITY OF MISSION VIEJO

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

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

Owner: City of Mission Viejo

Contract: OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

I, _____, declare that I am the _____ [insert title] of _____ [the entity], the entity submitting 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.

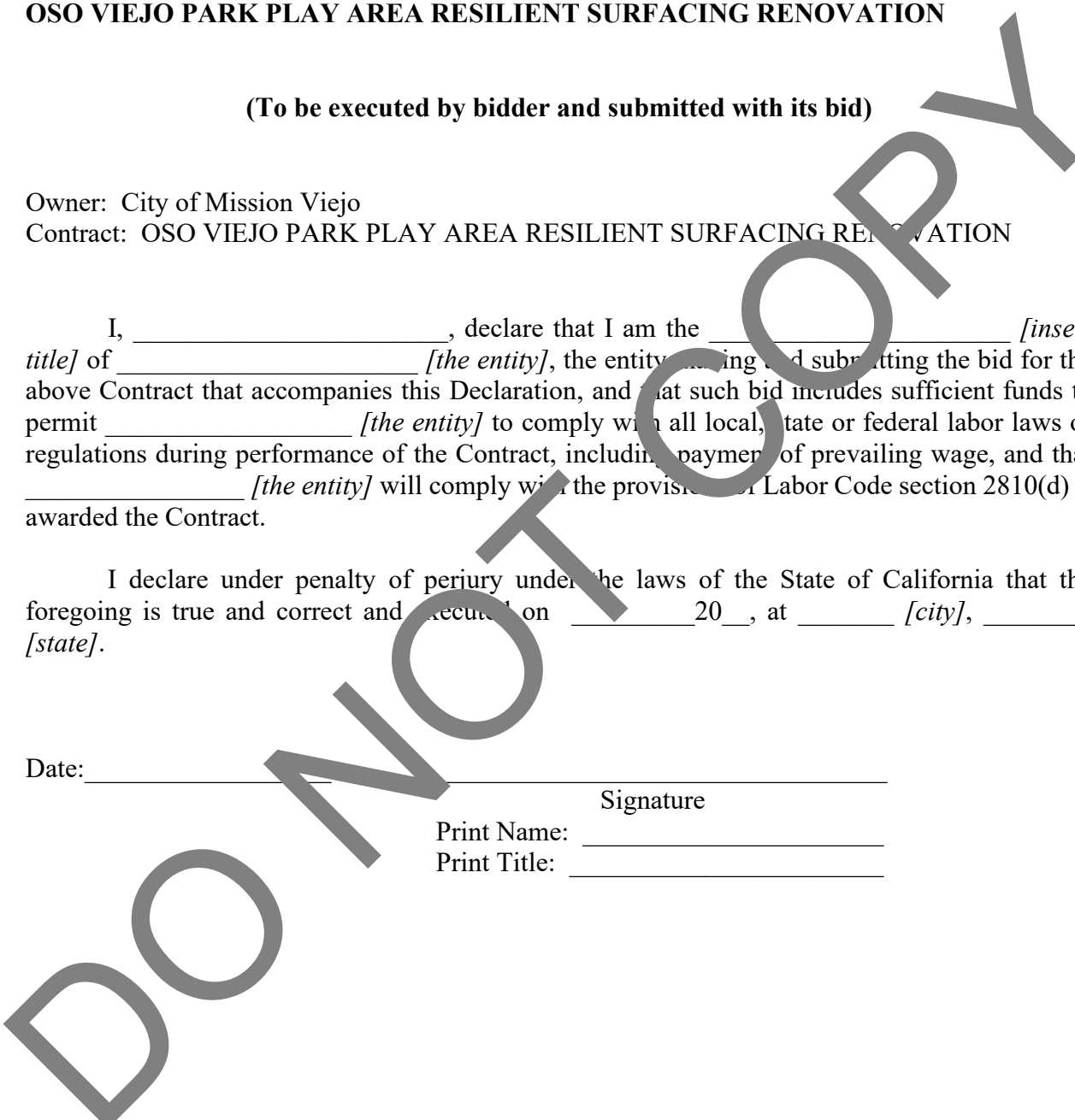
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20__, at _____ [city], _____ [state].

Date: _____

Signature

Print Name: _____

Print Title: _____



**CITY OF MISSION VIEJO
PROPOSAL BID SHEET**

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

Bidder (Firm Name) _____

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

The following estimates of quantities or work to be done and materials to be furnished are approximate only. They are given as a basis for comparison of bids and initial construction contract awarded amount. The City does not expressly or by implication guarantee that the actual amount of work will correspond therewith.

It is the intent of the City of Mission Viejo to make necessary wear course repairs throughout rubberized surfacing area and recoat entire rubberized surfacing area with aliphatic coating at Oso Viejo Park located at 24932 Veterans Way and Valyermo Park (*bid alternate*) located at 24091 Valyermo. It is also the intent of the City of Mission Viejo to make necessary wear course repairs throughout pre-determined problematic rubberized surfacing areas and recoat those areas with aliphatic coating at Pavion Park located at 24051 Pavion (*bid alternate*) and Cordova Park (*bid alternate*) located at 26931 El Retiro. The contractor shall mobilize, install temporary construction fencing, remove sand from rubber breakdown edge, remove and recycle existing rubberized surfacing, provide and install resilient surfacing, apply aliphatic resin over all rubberized surfacing, put back sand, and remove temporary fencing. All work must be scheduled in coordination with the City.

BASE BID

Oso Viejo Park

24932 Veterans Way, Mission Viejo, CA 92692

ITEM	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Mobilization	1	LS		
2	Installation & Removal of Temporary Fencing around entire work zone(s)	1	LS		
3	Removal, disposal and recycling of existing resilient surfacing to subbase or concrete	2,800	SF		
4	Provide and install resilient surfacing with	2,800	SF		

	aliphatic resin to match existing				
5	Provide attenuation (HIC) testing from lowest to highest use zone areas and written results to ensure ASTM compliance in all areas	1	LS		

BASE BID TOTAL \$ _____

BASE BID TOTAL WRITTEN IN WORDS _____

BID ALTERNATE #1
Pavion Park
24051 Pavion, Mission Viejo, CA 92692

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Mobilization	1	LS		
2	Installation & Removal of Temporary Fencing around entire work zone(s)	1	LS		
3	Removal, disposal and recycling of pre-determined areas of existing resilient surfacing to subbase or concrete	2,250	SF		
4	Provide and install resilient surfacing with aliphatic resin to match existing	2,250	SF		
5	Provide attenuation (HIC) testing from lowest to highest use zone areas and written results to ensure ASTM compliance in all areas	1	LS		

BID ALTERNATE #1 TOTAL \$ _____

BID ALTERNATE #1 TOTAL WRITTEN IN WORDS

BID ALTERNATE #2
Valyermo Park
24091 Valyermo, Mission Viejo, CA 92691

ITEM	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Mobilization	1	LS		
2	Installation & Removal of Temporary Fencing around entire work zone(s)	1	LS		
3	Removal, disposal and recycling of existing resilient surfacing to subbase or concrete	800	SF		
4	Provide and install resilient surfacing with aliphatic resin to match existing	800	SF		
5	Provide attenuation (HIC) testing from lowest to highest use zone areas and written results to ensure ASTM compliance in all areas	1	LS		

BID ALTERNATE #2 TOTAL \$ _____

BID ALTERNATE #3 TOTAL WRITTEN IN WORDS

BID ALTERNATE #3
Cordova Park
26931 El Retiro, Mission Viejo, CA 92692

ITEM	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Mobilization	1	LS		

2	Installation & Removal of Temporary Fencing around entire work zone(s)	1	LS		
3	Removal, disposal and recycling of pre-determined areas of existing resilient surfacing to subbase or concrete	440	SF		
4	Provide and install resilient surfacing with aliphatic resin to match existing	440	SF		
5	Provide attenuation (HIC) testing from lowest to highest use zone areas and written results to ensure ASTM compliance in all areas	1	LS		

BID ALTERNATE #3 TOTAL \$ _____

BID ALTERNATE #3 TOTAL WRITTEN IN WORDS

GENERAL NOTES:

THE CITY WILL ESTABLISH THE LOW BIDDER BY THE TOTAL OF BASE BID.
 CONTRACTOR AGREES THAT THEIR BID, OR ANY BID ITEM, WILL NOT BE INVALIDATED BY SUCH DETERMINATION.

IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTALS SHOWN BY BIDDER, THE UNIT PRICE WILL BE CONSIDERED TO BE THE BID.

POURED-IN PLACE RESILIENT RUBBER SURFACING TO BE INSTALLED PER DETAIL 1, THIS SHEET AND ALSO PER MANUFACTURER'S CURRENT RECOMMENDATIONS.

RESILIENT SURFACING SHALL BE INSTALLED WITH UV ALIPHATIC BINDER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

RESILIENT SURFACING SHALL BE INSTALLED BY A PRE-QUALIFIED INSTALLER N.P.S.I. CERTIFIED AND SHALL MEET THE REQUIREMENTS BY THE MANUFACTURER. THE INSTALLER SHALL HAVE COMPLETED AT LEAST 10 PROJECTS SIMILAR IN SIZE AND SCOPE IN THE LAST FIVE (5) YEARS.

OSO VIEJO PARK TO BE COMPLETE RESILIENT SURFACING RENOVATION USING COLORS THAT MATCH EXISTING RUBBER SURFACING, USING 50% COLOR AND 50% BLACK MIXES.

PAVION PARK (BID ALTERNATE) TO BE REPAIRS USING COLORS THAT MATCH EXISTING RUBBER SURFACING, USING 100% COLOR MIXES.

CORDOVA PARK (BID ALTERNATE) TO BE REPAIRS USING COLORS THAT MATCH EXISTING RUBBER SURFACING, USING 50% COLOR AND 50% BLACK MIXES.

VALYERMO PARK (BID ALTERNATE) TO BE COMPLETE RENOVATION USING COLORS THAT MATCH EXISTING RUBBER SURFACING, USING 50% COLOR AND 50% BLACK MIXES.

FOR EACH LOCATION, CONTRACTOR SHALL SUBMIT 12"X 12" COLOR SAMPLE OF EACH COLOR SPECIFIED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

RESILIENT SURFACING SHALL BE POURED IN PLACE BY **SURFACE AMERICA, TOT TURF & ROBINSON INDUSTRIES**, OR APPROVED EQUAL. AVAILABLE FROM COAST RECREATION. **CONTACT, MIKE EISERT, (949) 655-1100**. SEE SPECIFICATIONS.

PROVIDE CHALK MARKS ON GRADE INDICATING SPECIAL SURFACE COLOR ALIGNMENT. VERIFY SPECIAL SURFACING DESIGN LAYOUT AND COLORS WITH LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.

CHECK WITH MANUFACTURER OF INSTALLED PLAYGROUND EQUIPMENT FOR ALL FALL HEIGHTS/ CLEARANCES PRIOR TO POURING CONCRETE BASE TO ENSURE PROPER THICKNESS OR RESILIENT SURFACING.

THE CONTRACTOR SHALL COMPLETE THIS PROPOSAL BID 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 PROPOSAL BID 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 FOR INFORMATION INCLUDED IN THE 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 THEREFORE. 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 EXPIDIENT BY THE CITY.

NOTE: THE CITY PLACES SPECIAL EMPHASIS ON THE PRESENCE OF THE CONTRACTORS 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 CONTRACTORS REPRESENTATIVE PRESENT SHALL RESULT IN THE DEDUCTION OF \$1,000 A 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 VEHICLE, MATERIAL REJECTED AFTER IT HAS BEEN PLACED OUTSIDE OF THE PLAIN 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 (10) PERCENT OF THE TOTAL AMOUNT BID.

BIDDERS NAME _____
TELEPHONE NO _____

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 _____ *Suite _____

*City _____ *State _____ *Zip _____

*Contact Name/Title _____ E-mail _____

*Phone (____) _____ *Web _____

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 % 10 Net 30 Other _____

Current California License or Certifications(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 _____

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions) _____

4 Exemption codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ (Applies to accounts maintained outside the United States.)

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 given 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.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

								-							
--	--	--	--	--	--	--	--	---	--	--	--	--	--	--	--

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instruction. You must check 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 the 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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-INT (interest earned or paid).
- 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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. 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 a nonresident alien 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. Paragraph 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 their 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 this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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 name is 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.

- **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 for ITIN applicant. Enter your individual name as it was entered on your Form I-940 application on line 1. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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 that 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 first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832-2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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.
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, 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) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any 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 or territory, 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 Regulations 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 a 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, enter "NEW" at the top. If a new address is provided, there is still a chance that 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 ITIN. Enter it in the entry space for the Social security number. 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). 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 800-772-1213. Use 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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), ABL 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, if combined, 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 living 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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)) ⁴	The grantor [*]

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
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 Form 1041 or under the Optional Filing Method 2 requiring Form 1099 (see Regulations section 1.671-4(b)(2)(ii)) ⁴	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person of 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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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CITY OF MISSION VIEJO

AGREEMENT WITH FOR OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION SERVICES OVER \$50,000 (Insurance Required)

THIS AGREEMENT is made and effective as of _____, 2_____, between the **City of Mission Viejo**, a California general law city and municipal corporation ("City") and _____ ("Consultant"). In consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. **TERM.** This Agreement shall commence on _____, 2_____, and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, 2_____, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding this limit on term, some duties and obligations may survive the termination, lapse, or completion of this Agreement.

2. **SERVICES.** Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently, and to the best of their ability, experience, and talent perform all tasks described herein. Consultant represents to the City that it has the qualifications and equipment/technology necessary to competently and reasonably perform the tasks required by this Agreement. Consultant shall employ, at a minimum, generally accepted standards, practices, and equipment utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant monthly in arrears, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ **Dollars** (\$_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth in **Exhibit A or Exhibit B**, which do not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by the City and shall not be deemed a part of this Agreement.

b. Consultant 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 their designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or the City's representative and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed \$50,000. Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant shall submit reasonably detailed invoices monthly for actual services performed and, as applicable, equipment and materials acquired. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Consultant shall not be paid for any work performed until it has submitted to the City a fully completed and executed Internal Revenue Service Form W-9.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, with or without cause, in its sole discretion, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice of the decision. City shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is suspended or terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of suspension or termination, provided that the work performed is of value to the City and consistent with the Agreement. Upon suspension or termination of the Agreement pursuant to this Section, the Consultant will, as a precondition to being compensated, submit an invoice to the City consistent with Section 4.

6. DEFAULT OF CONSULTANT.

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a material default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or their delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in

accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, video and sound recordings, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

c. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

d. Notwithstanding anything to the contrary, Consultant including all persons, firms, or entities with which it may interact, shall provide City with records pursuant to the California Public Records Act at City's request. This duty and obligation shall survive the lapse, termination, or completion of this Agreement. No cost shall be charged to the City related to compliance with this provision.

8. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, officials, consultants, employees, attorneys, agents, and volunteers may sustain or incur which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of the City. This section shall, without limitation, survive the termination, lapse, or completion of this Agreement.

9. INSURANCE REQUIREMENTS. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Consultant agrees to provide insurance in accordance with the requirements set forth in **Exhibit C**. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. This duty or obligation shall survive the lapse, termination, or completion of this Agreement.

10. INDEPENDENT CONTRACTOR.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor having only the contractual duties and obligations agreed upon as memorialized in this

Agreement. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against or for City, or bind City in any manner, whether in law or equity.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay, nor be deemed to have paid or delivered salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of all County, State, and Federal laws and regulations, which in any manner affect its requirements under this Agreement, and those employed by it or in any way affect the performance of its service, duties, and obligations pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, its officers, officials, employees, attorneys, agents, and volunteers shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. This section shall survive, without limitation, the termination, lapse or completion of this Agreement.

12. RELEASE OF INFORMATION.

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subcontractors shall not, without written authorization from the City or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City prior notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order, or subpoena from any person regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply the right of or require City to control, direct, or rewrite said response.

13. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail,

postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by subsequent written notice:

To City: City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
Attention: City Manager

To Consultant:

14. ASSIGNMENT. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City, which City may grant or withhold in its sole and absolute discretion with no obligation to disclose the basis for its decision to any person, firm, entity, or Party. Because of the personal nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this Agreement. _____ may use assistants, under their direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of _____ from Consultant's employ. Should they leave Consultant's employ, the City shall have the option to immediately terminate this Agreement within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and the Consultant.

15. LICENSES. At all times during the term of this Agreement and prior to commencement of any work under this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. GOVERNING LAW. The City and Consultant agree that the laws of the State of California, or, as necessary, the laws of the United States Federal government, shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

17. LITIGATION. Any litigation concerning this Agreement commenced by a Party or any person, firm or entity claiming under Consultant shall be filed and have venue in the municipal, superior, or federal district court with geographic jurisdiction over the City of Mission Viejo.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, direct or implied, are merged into this Agreement and shall be of no further force or effect. Each Party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Each Party has had the opportunity to have this Agreement reviewed by independent legal counsel of its own selection and is not relying on any representations, opinions, or advice of the other Party.

19. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Consultant warrant and represent that they have the

EXHIBIT A

TASKS TO BE PERFORMED

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:

- Installation of temporary construction fencing
- Removal, disposal and recycling of existing resilient surfacing
- Provide and install new resilient surfacing with aliphatic resin
- Provide HIC testing per ASTM compliance

This is to include any and all Addendums issued during the bidding process, including, but not limited to: All Addendums issued by the city of Mission Viejo regarding the required participation and compliance with Senate Bill 854 relative to the Department of Industrial Relations registration and associated requirements.

In accordance with provisions of Section 1772.2 (amended 1977) of the California Labor Code copies of the prevailing rate of per diem wage 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 when 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.

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, 1720.5, 1771.1, 1771.1a and 1771.4). 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 1720.5 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).]

EXHIBIT B
PAYMENT SCHEDULE

Net 30 days.

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EXHIBIT C

INSURANCE REQUIREMENTS

The following coverages will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein. Consultant agrees to submit insurance coverages described herein before any work is performed pursuant to this Agreement.

General Liability Insurance. Consultant shall maintain a policy of general liability insurance against any and all claims arising out of or in connection with the work performed under this Agreement. Coverage provided shall be at least as broad as ISO form CG 00 01 in an amount not less than two million dollars (**\$2,000,000.00**) per occurrence, two million dollars (**\$2,000,000.00**) general aggregate, for bodily injury, personal injury, and property damage. The policy shall be endorsed to reflect that the per occurrence and aggregate coverage shall apply on a per PROJECT basis; claims on other projects shall not erode the coverage available to the City. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. The policy shall name City, its officers, officials, employees, agents, and volunteers as additional insureds. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured.

Automobile Liability Insurance. Consultant 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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for “Any Auto, Symbol 1” or its equivalent “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. If the Consultant does not own any company vehicles, the requirement may be satisfied by providing a Personal Automobile Liability policy for the Consultant’s vehicle. The Consultant may use an umbrella policy or a non-owned auto endorsement to the Commercial General Liability policy to meet the limits if the Consultant’s auto insurance does not offer the \$1,000,000 combined single limit. This coverage is only required when the Consultant drives on behalf of the City to perform the activities arising out of or in connection with Work to be performed in this agreement.

Workers' Compensation/Employer's Liability. Consultant 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 for Consultant's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. Consultant shall furnish to City a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. If Consultant is a sole ownership/proprietorship and does not have any employees, Consultant shall certify such facts to the City by completing a “Declaration of Non-Employer Status” declaring such and worker's compensation coverage shall not be required.

Umbrella or excess liability insurance. [If required to meet higher limits]. Consultant shall 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 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;
- “Pay on behalf of” wording as opposed to “reimbursement”;
- Concurrency of effective dates with primary policies.

Should Consultant 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 shall be no less than one million dollars (**\$1,000,000.00**) per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising from 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 this agreement, and the Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Consultant and City further agree as follows:

1. This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.
2. Nothing contained in this Exhibit shall be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5. For purposes of insurance coverage only, this Agreement will be deemed enforceable immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards the performance of this Agreement.
6. Unless otherwise approved by City, Consultant's insurance shall be written by insurers authorized to do business in the State of California and which hold a minimum "Best's" Insurance Guide rating of "A:VII."
7. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
8. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. The insurance certificate and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Insurance certificates and endorsements must be approved by City's Risk Management prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter.
9. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages; failure to do so shall be deemed a material breach of this Agreement and may subject this Agreement to termination or the City unilaterally replacing the policy(s) at Consultant's sole expense, without prior notice.
10. 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.
11. Consultant acknowledges and agrees that any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement or to inform Consultant of noncompliance with any requirement in no way waives any right or remedy of City or any additional insured, in this or any other regard.
12. Consultant agrees to require all subcontractors/subconsultants or other parties hired for this project to provide proof of insurance coverage as outlined above before work is performed and subcontractors/subconsultants or other parties pursuant to the Agreement. Consultant agrees to obtain certificates evidencing such coverage and to ensure that such coverage is provided as required herein. Consultant 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 Consultant's subconsultant/subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant shall be required to ensure that its subcontractor/subconsultant provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure

involved with subcontractors/subconsultants scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this agreement. This provision does not relieve the Consultant of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors/subconsultant. This provision is intended solely to provide Consultant with the ability to utilize a subconsultant/subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this agreement given the limited scope of work or services provided by the subconsultant/ subcontractor. Consultant agrees to require that no contract used by any subcontractors/ subconsultant or contract Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Consultant agrees that upon request all agreements with subcontractors/subconsultants or others with whom Consultant contracts with on behalf of City will be submitted to City for review for competency with this Agreement. Failure of City to request copies of such agreement will not impose any liability on City, or its employees, officers, officials, agents, and volunteers, nor does it waive or limit City's right to subsequently ask for the copies.

13. If Consultant is a Limited Liability Company, general liability coverage must be amended, to City's reasonable satisfaction, so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
14. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor or recommend the handling of any such claim or claims if they are likely to involve City. 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.
15. The insurance provided pursuant to these requirements will not be limited to coverage for the vicarious liability or supervisory role of any additional insured. All insurance coverage and limits provided are intended to apply to the full extent of the policies. Nothing contained in this agreement limits the application of such insurance coverage.
16. Primary/noncontributing. Coverage provided by Consultant 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 Consultant'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 Consultant's insurance and shall not contribute with it.

17. Duration of coverage. Consultant 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 hereunder by Consultant, their agents, representatives, employees, or subcontractors/subconsultants.
18. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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.
19. Additional Insured Status. General liability, automobile liability, professional liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.
20. Separation of Insureds. A severability of interest provision must apply for all additional insureds ensuring that Consultant'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.
21. Notice of cancellation. Consultant 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 each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall be responsible for notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages or insurer's cancellation or nonrenewal.
22. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.
23. 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.
24. Additional insurance. Consultant 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.

CITY OF MISSION VIEJO

GENERAL SPECIFICATIONS

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

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:

- Installation of temporary construction fencing
- Removal, disposal and recycling of existing resilient surfacing
- Provide and install new resilient surfacing with appropriate resiliency
- Provide HIC testing per ASTM compliance

The above improvements to include, but are not limited to, site mobilization, temporary construction fencing, site clearing, resilient surfacing installations, safety testing and all appurtenant Work.

LOCATION OF WORK

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

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION – Oso Viejo Park at 24932 Veterans Way; Pavion Park at 21051 Pavion, (*bid alternate*); Valyermo Park at 24091 Valyermo (*bid alternate*); and Corona Park at 26931 El Retiro (*bid alternate*).

TIME OF COMPLETION

The Contractor shall complete all Work in every detail within 60 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 Alcala (714) 634-3185

Cox Communications
29947 Avenida de las Banderas
Rancho Santa Margarita, California 92688
Steve Demora (949) 279-7122

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

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

Southern California Edison
14155 Bake Parkway
Irvine, California 92619
Andrew MacBeth
(949) 458-4618

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

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

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) 366-0680, 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 waters and has prepared his bid accordingly; and Contractor submitting a bid assumes all said risk.

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 footings 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 17, 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 a 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 shall include 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, 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 item is 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 fines 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, the inspection and duplication procedures and certain notices required of the Contractor pertaining to the location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeship 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, contributions, 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 affective 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 any 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 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, stored at night or during wet weather, and take the debris to a landfill for recycling and 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 whenever 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/General 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 permit and program.

DO NOT COPY

CITY OF MISSION VIEJO

GENERAL PROVISIONS

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

These General Provisions amend the Standard Specifications as indicated and take precedence over the General Specifications and Standard Specifications (see revised 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 (OCEMA)
- “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 [Replace with 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 may 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 its 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 as protection 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 field 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-collection 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 will 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 shall 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 3.6, 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 a 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. City 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 a 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 _____, 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 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, 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 any 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 such 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 with 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, 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.

Procedure for Claims:

Claims are subject to this Section 3-5 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 period 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 portions are 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 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 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 must mutually agree 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. Any 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 3-5. 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 909 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 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 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 90900) 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 an unusual nature, different materially 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 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 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, compaction, 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 utility 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) 426-4133.
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 3-5, 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 negligence 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. Delays 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, or 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 shall 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 ninety (60) 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 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 all 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 804 (Labor Codes § 1715.5, 1725.5, 1771.1, 1771.1a and 1771.4.)

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

Pursuant to Section 6109(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]:

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 bear 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 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 anytime 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 the amount 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 anytime 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 obligation 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, control 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 in 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 barrier 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, the 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, whether 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 schedules, 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. Amounts 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 effect a 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 125% 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. An 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 had 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.

Provide two 24" x 36" signs (at each park location) mounted on 4" x 4" post that reads "*(PARK NAME)* PLAY AREA RESIDENT SURFACING RENOVATION (OR) REPAIRS". For further information, please call the City of Mission Viejo at (949) 470-3064 from 7:00 a.m. to 4:00 p.m.

**CITY OF MISSION VIEJO
SPECIAL PROVISIONS**

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

PART II-CONSTRUCTION MATERIALS

217 PLAYGROUND SURFACING *[Add the following section to the end.]*

217-1 Resilient Surfacing

217-1.1 General: Play surfacing for this project is a 2-layer system, with the bottom layer (cushion course) of rubber-polyurethane being consistent in two different surfacing types. The top layer (wear course) is either a synthetic grass surfacing or a seamless resilient surfacing; see Plans for applications of both systems.

217-1.1.1 Section Includes:

1. a) Synthetic Grass playground surfacing
b) Seamless Resilient playground surfacing (color wear course)
2. Cushion Pad
3. Concrete Slurry Base

217-1.1.2 Qualifications

217-1.1.2.1 Manufacturer

1. Surface America Inc. (800) 999-0555 or approved equal.
2. Company with minimum of five years documented history of producing resilient playground surfacing complying with criteria of this Section.
3. Company with minimum of ten Southern California installations in use for a minimum of five years using resilient playground surfacing complying with this Section.
4. Standards - The resilient surfacing must meet the requirements and recommendations of the applicable portions of the latest editions of standards by the American Society for Testing and Materials - ASTM - F355/86, and ANSI AC@ Head Form. The surfacing must also meet CPSC and ADA requirements.

217-1.1.2.2 Installing CONTRACTOR

1. Installation by factory-trained staff is required and by a company specializing in the specified systems with five years documented experience.
2. CONTRACTOR must have a current California CONTRACTOR License C61-D12 for synthetic surfaces.

217-1.1.2.3 Factory Representative

1. Systems manufacturer shall provide a factory representative for substrate review and field installation quality assurance as specified within these specifications.

217-1.1.3 Submittals

217-1.1.3.1 Provide All Submittals as Specified Below

1. Prior to preparing final submittals, meet with Landscape Architect to establish final colors and all other related operational considerations.
2. Submittals shall include the certification that the depth of cushion materials meets all shock attenuation ASTM F-1292, G-Max, and HIC criteria. (Also see item B immediately below).

217-1.1.3.2 Resilient Playground Surface.

1. Submit complete list of proposed materials for resilient surface system. Include certification that all products used comply with current air pollution/VOC regulations required by the local jurisdictional authority.
2. System Rating: Provide certification of compliance with specified impact testing criteria.
3. Submit manufacturer's installation instructions.
4. Submit two samples, 2 x 4 inches, as follows:
 - a) Seamless Resilient playground surfacing: illustrating color options and variation.

217-1.1.4 References

217-1.1.4.1 Organization and Trade Standards.

Standard Specifications for Public Works Construction, 2015 edition, with all local agency amendments (herein referred to as "Standard Specifications").

217-1.1.5 Operation And Maintenance Data

Submit cleaning and maintenance data.

Include procedures for stain removal, repairing surface, and cleaning.

217-1.1.6 Delivery, Storage, And Handling

1. Deliver products to site under provisions of the General Conditions.
2. Store and protect products under provisions of the General Conditions.
3. Store materials in a dry, secure area.

4. Maintain minimum temperature of 60 degrees F.

217-1.1.7 Environmental Requirements

1. Install surfacing systems in accordance with ambient environmental criteria required by manufacturer.
2. Restrict traffic from area where surfacing has been installed for a period of ten days after installation.

217-1.1.8 Warranty

Provide warranty for five (5) years against all defects in materials and workmanship, including such defects as bubbling, delamination, peeling, loss of integrity, serious color fading, and poor UV stability. This warranty does not include normal wear and tear and acts of vandalism.

217-1.1.9 Products

217-1.1.9.1 Manufacturer.

1. Manufacturer's product "PLAYBOUND" Impact Absorbing Playground Surfacing, or approved equal.

217-1.1.9.2 Types for both playground surfacings.

1. PLAYBOUND - Poured-In-Place seamless, polyurethane, seamless synthetic wearing course applied over shock-absorbent seamless cushion course.

217-1.1.9.4 PLAYBOUND Color Wear Course Characteristics.

1. Thickness: Minimum cured thickness 1/2", as detailed.
2. Mix Characteristics: Mix proportions to provide 100 percent coverage of each particle.

217-1.1.9.5 PLAYBOUND Cushion Course Characteristics.

1. Thickness: Minimum cured thickness shall be as approved by the City, as defined in the CONTRACTOR's submittal of required cushion depths for various equipment.
2. Mix Characteristics: Mix proportions to provide 100 percent coverage of each particle, with approximate mix ratio of 80 percent particles, 20 percent binder.

217-1.1.9.6 Materials

1. Poured-in-Place Primer: A single component moisture cured polyurethane primer.

2. Poured-in-Place Binder: An elastic polyurethane pre-polymer with minimal odor, excellent weathering and binding characteristics. Binder shall be 100% MDI based and contain 0% TDI monomers. NOTE: TDI is listed as a carcinogen with OSHA and the IARC. Special handling is required with more than .1% TDI
3. Poured-in-Place black SBR: Shall be recycled SBR rubber.
 - a. Shall be ground at ambient temperature.
 - b. Shall be ground into 3/8" shredded stands and contain less than 4% dust.
 - c. Shall be transported in suitable bags to protect from moisture.
4. Poured-in-Place EPDM rubber: Shall be stable.
 - a. Typical size: 1-3mm or 1-4mm (some colors also available in .5mm).
5. Poured-in-Place System
 - a. Shall have been tested for shock attenuation under ASTM F 1292 G-Max and HIC.
 - b. Shall be non-slip and porous.
 - c. Shall have Class B fire rating (Class A available as special order).
 - d. Shall have been tested for shock attenuation under ASTM F 1292 G-Max and HIC.

217-1.1.9.7 Technical Requirements

Shall have the following technical specifications:

- | | |
|---------------------------------------------------|-------------------------------------------------------------------------|
| A. THERMAL RESISTANCE:
ASTM C 518-76 | R=2.32 |
| B. THERMAL CONDUCTIVITY:
ASTM D25 | K=0.75 |
| C. ELECTRICAL CONDUCTIVITY:
Ohm's Meter | 1.1x 10.4 |
| D. COMPRESSION ENDURANCE | (No deterioration)(10,000 cycles w/10 ton load) |
| E. FLASH POINT: | Between 650°/800°F |
| F. FLAME SPREAD/SMOKE DENSITY: | Federal Spec LLL-T-43, Type II
Class 1 Pass |
| G. FLAMMABILITY:
(CST London 90609/1) | Greatest radius: 1" (25mm) Classified: Best
Category of Flammability |
| H. ABRASION RESISTANCE:
(ASTM D 1044) | 0.3812 G Loss |
| I. SPIKE RESISTANCE: | According to Otto Graff Institute/Stuttgart
approved for ¼" spike |

J. FLEXIBILITY FACTOR: (ASTM F 147)	0-1
K. ACCELERATED WEATHERING: (2500 hours)	No change
L. DURABILITY: (CST London 90609/1)	Wear Index (g/1000 revolutions) Un-aged: 1.64 Air aged: 2.40
M. WATER AGED:	1.61 UV aged: 1.92 Pass/Approved
N. WATER PERMEABILITY: (DIN 18035 Part G)	1.7 ltr./sec./sq. meter (0.7 gal./sec./sq.yd.)
O. THERMAL STABILITY RANGE:	-50° C to 100° C (-58°F to 212°F)
P. FREEZE/THAW: (-50°C (58°F), 40 cycles)	No change
Q. COEFFICIENT OF FRICTION: (ASTM D 2047-82)	1.0 dry 0.9 wet
R. SLIP RESISTANCE: (CST London, 90609/1)	65-70 units/approved
S. TENSILE, psi: (ASTM D 412)	200 psi (top surface)
T. ELONGATION:	173%
U. TEAR STRENGTH:	64 psi typical (base mat)

NOTE:

ASTM American Standard for Testing Materials
DIN Deutsche Industry Norm (German Industrial Standards)
CST Center for Sports Technology (Member of the ISS-International Association
for Sports Surface Sciences).

The values shown represent current production laboratory-taken tests which may vary slightly where field-tested.

1. Flame Spread: Class A Flame Spread rating per ASTM E 108.
2. Combustibility: Comply with ASTM D 2859 test method, with no specimens extending closer than one inch to edge of test frame.
3. Impact Resistance: Comply with ASTM F 1292-93, for fall heights as scheduled.
4. Slip Resistance: Maximum value of 0.90 wet, 1.0 dry, per ASTM D 2047 (James Machine), or approved equal.

217-1.1.9.8 Accessory Products.

Primers/Joint Detailing: Provide materials as recommended by manufacturer for application.

217-1.1.9.9 PLAYBOUND Texture and Color.

1. Tentative color layer to be 25% black, 75% color. Final Color to be selected by the Landscape Architect.
2. Texture: Uniform troweled texture, free of skips, ridges, or gaps

217-1.1.9.10 Slurry Base

Slurry base shall meet the following requirements:

2.0 sack slurry mix
7" max slump
size of aggregate-WCS
W/C ratio 2.66
Gal/sk 30.00
Un Wt.: 129.2

217-4 Sand [Add the following]:

Sand for sand play areas shall be #20 Type "1", clean, washed Recreation Sand, delivered in bulk to the site. Sand must have certification from the supplier that it is clean, washed, recreation sand. Certification will be turned over to the City. Sand is available from Oglebay Norton Industrial Sands (949) 728-0171. **(DO NOT USE SAND DESIGNATED/LABELLED FOR INDUSTRIAL USE).**

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 0.10 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 Presentation 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.

300-1.2.2 Requirement [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.

SECTION 315 – PLAYGROUND SURFACING [Add this section]:

315-1 Resilient Surfacing

315-1.1 Surface Conditions

315-1.1.1 Inspection

- a) Prior to work of this section, carefully inspect previously installed work. Verify all such work is complete to the point where this installation may properly commence.
- b) Verify that work of this section may be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.
- c) In the event of discrepancy, immediately notify the City Engineer.
- d) Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

315-1.2 Concrete Curb Installation

315-1.2.1 Preparation

- a) Verify sub-grade, base material, conduit, and all other embedded items are properly located. Secure all embedded items against displacement during pour.
- b) Verify all grades for pitch and fall prior to pouring pavements.

- c) Verify that all cross-fall and ramp criteria comply with all accessibility regulations, including Title 24 requirements.
- d) Verify existing sub-grade complies with criteria included in this specification.
- e) Notify inspector 48 hours prior to placing. Obtain inspector's approval of sub-grade, forming, and embedded items prior to placing.

315-1.2.2 Forming

- a) Install forms in accordance with specified tolerances.
- b) Stake rigidly in place at maximum intervals of 4 feet on center. Secure stakes to prevent displacement during pouring and finishing process.
- c) Install stretched wires or other device to provide form displacement indication.
- d) Thoroughly clean forms, removing debris, coatings, and foreign matter. Coat forms with approved bond breaker.

315-1.2.3 Placement

Coordinate curb placement with playground and equipment footing installation.

315-1.3 Concrete Slurry Sub-base Installation

Install base in accordance with Plans and Details.

315-1.4 Resilient Playground Surface Installation

General: Play surfacing for this project is in the form of two different types:

- a) Apply in accordance with manufacturer's instructions
- b) Install after installation of playground structures and equipment.
- c) Provide on-site factory representative for initial four hours of installation to verify CONTRACTOR's use of proper installation procedures and techniques.
- d) Prime surfaces as required with approved primer.
- e) Install cushion to minimum finished thickness as scheduled. Shape as shown on drawings. Allow to cure minimum 24 hours.
- f) PLAYBOUND: Apply color wear course to minimum 1/2 inch thickness, hand troweled to achieve a uniform surface. Tool edges flush with adjacent surfaces.
- g) PLAYBOUND: Mixture to be applied at a minimum rate of 2.44 lbs. per sq. ft.
- h) Drainage as shown on drawings.

315-1.5 Field Quality Control

- a) Provide flood test of all surfacing as directed by the City.
- b) Where ponding exceeding 1/8 inch in depth over a five-foot diameter area occurs, replace all defective surfacing by approved methods.

315-1.5.2 Tolerances.

- a) Smoothness: 3/16 inch plus or minus, at any point, measured along a 10-foot straight edge.
- b) Adjacent surfaces: 1/8 inch maximum difference at any point between adjacent surfaces.

315-1.6 Protection

- a) Protect finished installation under provisions of the General Conditions.
- b) Do not permit traffic over finished surfaces for ten days, minimum.

315-1.7 Maintenance

- a) Provide direction and training to Owner's staff, conducted by factory representative, on cleaning, repair, and resurfacing procedures.
- b) Provide recommended list of maintenance products for Owner's review.

315-1.8 Measurement and Payment

The quantity of Synthetic Turf Surfacing and of Resilient Surfacing will be measured as units determined from actual count complete in place.

Except as called for otherwise, payment will be made at the Contract Unit Prices as indicated in the Proposal Bid Form, for Synthetic Turf Surfacing. Payment shall include full compensation for doing all the work involved in furnishing and placing Synthetic Turf Surfacing, including Base Material and Keyway Joints, as shown on the Plans or in the Specifications and as directed by the Engineer.

Except as called for otherwise, payment will be made at the Contract Unit Prices as indicated in the Proposal Bid Form, for Resilient Surfacing. Payment shall include full compensation for doing all the work involved in furnishing and placing Resilient Surfacing, including Base Material and Keyway Joints, as shown on the Plans or in the Specifications and as directed by the Engineer.

The quantity of Recreation Sand will be measured as units determined from actual count complete in place.

Except as called for otherwise, payment will be made at the Cubic Yard Contract Unit Prices as indicated in the Proposal Bid Form, for Recreation Sand. Payment shall include full compensation for doing all the work involved in furnishing and placing Recreation Sand as shown on the Plans or in the Specifications and as directed by the Engineer.

APPENDIX

Park Photos

DO NOT COPY

PAVION PARK PLAYGROUND AREA – RUBBER SURFACING REPAIRS (BID ALTERNATE)

GLIDER: Repairs – 290 sq ft / 10'x29'



5 – 12 SWINGSET – 144 sq ft / 12'x12'



MULTI-PONDO REPLACEMENT – 50 sq ft / 7'x7'



DO NOT COPY

BOULDERS – 380 sq ft / 25'x17'



DO NOT COPY

COMPOSITE – 1,080 sq ft
288 sq ft / 24'x12'



450 sq ft / 25'x18'



350 sq ft / 8'x12'(x2) / 6'x6' / 10'x9' / 4'x6'





2 – 5 yr SWINGSET – 600 sq ft
Expression Swings – 144 sq ft / 28'x12'



BUCKET SWINGS – 144 sq ft / 22'x12'



DO NOT COPY

CORDOVA PARK PLAYGROUND AREA – RUBBER SURFACING REPAIRS (BID ALTERNATE)

STAND-UP GLIDER – 150 sq ft / 15'x10'



DO NOT COPY

5 – 12 yr SWINGS – 50 sq ft / 10' x 5'



MERRY-GO-ROUND – 225 sq ft / 60' perimeter by 5' width



GLIDER – 9 sq ft / 3'x3'



BUCKET SPINNER – 4 sq ft / 2'x2'



OSO VIEJO PARK PLAYGROUND AREA – RUBBER SURFACING RENOVATION







VALYERMO PARK PLAYGROUND AREA – RUBBER SURFACING RENOVATION (BID ALTERNATE)



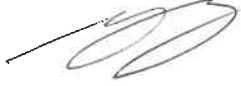


City of Mission Viejo

Memorandum

Date: November 13, 2024

To: All Potential Bidder's, Oso Viejo Park Play Area Resilient Surfacing Renovation

From: Corey Gonyea, Public Services Manager 

Subject: Addendum No. 1 – Revised Bid Sheets, Clarifications and Responses to Request for Information (RFI)

Please recognize the following changes:

- Attached you will find revised replacement Bid Sheets – P-15A, P-16A, P-17A, P-18A, P-19A, & P-20A. The new Bid Sheets show changes to:
 - o Bid Alternate #1 and Bid Alternate #3: Change to Item #3 - Removal, disposal and recycling of pre-determined areas of existing resilient surfacing to rubber.
 - o Bid Alternate #1 and Bid Alternate #3: Removal of Item #5 - Provide attenuation (HIC) testing from lowest to highest use zone areas and written results to ensure ASTM compliance in all areas.
 - o Base Bid: Change to Item #3 and Item #4 – 2,900 SF (100 SF added to 2-5 ages slide for added fall protection).
- Please discard previous Bid Sheets – P-15, P-16, P-17, P-18, P-19, & P-20.

Please recognize the following clarifications:

- The Bid Bond amount is determined by the total of all bids - Base Bid and all (3) Alternate Bids.
- Performance Bonds and Materials Bonds are not required for this project.
- Regarding the square footage quantities per location, please review Proposal Bid Sheets, page P-15, in the Bid Package.
- The awarded contractor shall work with the City for accessibility and staging. Any damages occurred by the awarded contractor outside of City direction will be the responsibility of the awarded contractor and subject to costs for repairs.

Responses to RFI's:

Question #1: SpectraTurf would like to submit our SpectraPour product to be an approved equal product for the poured-in-place rubberized safety surfacing.

Answer #1: The City considers SpectraPour (w/ Aliphatic Resin) to be an equal product.

Question #2: Please confirm there will be no graphics or designs within the new surfacing installed at Oso Viejo Park? If there is to be graphics, please provide to scale design and color chart for reference.

Answer #2: As discussed in the Mandatory Pre-Bid Meeting, Oso Viejo Park design will carry the same shape as the existing "leaf" shapes but only of (1) color. The "leaves" will be all green (one color, City approved) and the other areas will be tan (one color, City approved).

Question #3: Please confirm there will be no graphics or designs within the surfacing patches at Pavion Park, Cordova Park, Valyermo Park?

Answer #3: Valyermo Park will have no graphics or designs and will be one color (City approved) throughout the rubberized surface areas. Pavion Park and Cordova Park will have no graphics or designs, but repairs will be done with "like-for-like" colors.

Question #4: Please clarify if the HIC testing line item for Pavion Park and Cordova Park? The scope of work is to patch areas that are worn through the top wear course layer. A HIC test of all areas is typically performed by a third party prior to public bid process to ensure the entire play surface is within compliance. Since this is patching only, the HIC testing line item should be removed.

Answer #4: Item #5 in the Bid Documents regarding HIC testing for both Pavion Park (Bid Alternate #1) and Cordova Park (Bid Alternate #3) have been removed.

Question #5: Please confirm that standard 6' chain link fence with no green screen is acceptable for Oso Viejo Park, Pavion Park, Cordova Park & Valyermo Park?

Answer #5: Per the Bid Package, please review General Specifications, page GS-4, Construction Fencing, regarding privacy shade.

Question #6: Please confirm the color of the new rubberized safety surfacing at each park location is to be one color mix consisting of 25% Black, 75% color TBD per specification section 217-1.1.9.9-1.?

Answer #6: The City will accept a mixture of no less than 50% color mixed with remainder being black (except for Pavion Park which requires 100% color to match existing).

Question #7: Do you have the original as-builts available for Oso Viejo Park indicating the critical fall heights for the play equipment?

Answer #7: The City does not have original as-builts available and it will be up to the awarded contractor to determine fall heights per ATSM Standards for existing equipment.

You must sign this addendum below and attach it to your bid proposal. Bids submitted without Addendum No. 1 AND the revised replacement Bid Sheets attached will not be considered.

Bidder's Signature

Date

Company Name

**CITY OF MISSION VEIJO
PROPOSAL BID SHEET**

OSO VIEJO PARK PLAY AREA RESILIENT SURFACING RENOVATION

Bidder (Firm Name) _____

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following:

The following estimates of quantities or work to be done and materials to be furnished are approximate only. They are given as a basis for comparison of bids and initial construction contract awarded amount. The City does not expressly or by implication guarantee that the actual amount of work will correspond therewith.

It is the intent of the City of Mission Viejo to renovate the entire rubberized surfacing areas with aliphatic coating at Oso Viejo Park located at 24932 Veterans Way and Valyermo Park (*bid alternate*) located at 24091 Valyermo. It is also the intent of the City of Mission Viejo to make necessary wear course repairs throughout pre-determined problematic rubberized surfacing areas and recoat those areas with aliphatic coating at Pavion Park located at 24051 Pavion (*bid alternate*) and Cordova Park (*bid alternate*) located at 26931 El Retiro. The contractor shall mobilize, install temporary construction fencing, remove sand from rubber turndown edge, remove and recycle existing rubberized surfacing, provide and install resilient surfacing, apply aliphatic resin over all rubberized surfacing, put back sand, and remove temporary fencing. All work must be scheduled in coordination with the City.

**BASE BID
Oso Viejo Park
24932 Veterans Way, Mission Viejo, CA 92692**

ITEM	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Mobilization	1	LS		
2	Installation & Removal of Temporary Fencing around entire work zone(s)	1	LS		
3	Removal, disposal and recycling of existing resilient surfacing to subbase or concrete	2,900	SF		
4	Provide and install resilient surfacing with aliphatic resin to match existing	2,900	SF		

5	Provide attenuation (HIC) testing from lowest to highest use zone areas and written results to ensure ASTM compliance in all areas	1	LS		
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BASE BID TOTAL \$ _____

BASE BID TOTAL WRITTEN IN WORDS

BID ALTERNATE #1
Pavion Park
24051 Pavion, Mission Viejo, CA 92692

ITEM	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Mobilization	1	LS		
2	Installation & Removal of Temporary Fencing around entire work zone(s)	1	LS		
3	Removal, disposal and recycling of pre-determined areas of existing resilient surfacing to rubber	2,250	SF		
4	Provide and install resilient surfacing with aliphatic resin to match existing	2,250	SF		

BID ALTERNATE #1 TOTAL \$ _____

BID ALTERNATE #1 TOTAL WRITTEN IN WORDS

BID ALTERNATE #2

**Valyermo Park
24091 Valyermo, Mission Viejo, CA 92691**

ITEM	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Mobilization	1	LS		
2	Installation & Removal of Temporary Fencing around entire work zone(s)	1	LS		
3	Removal, disposal and recycling of existing resilient surfacing to subbase or concrete	800	SF		
4	Provide and install resilient surfacing with aliphatic resin to match existing	800	SF		
5	Provide attenuation (HIC) testing from lowest to highest use zone areas and written results to ensure ASTM compliance in all areas	1	LS		

BID ALTERNATE #2 TOTAL \$ _____

BID ALTERNATE #2 TOTAL WRITTEN IN WORDS

BID ALTERNATE #3

**Cordova Park
26931 El Retiro, Mission Viejo, CA 92692**

ITEM	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Mobilization	1	LS		
2	Installation & Removal of Temporary Fencing around entire work zone(s)	1	LS		
3	Removal, disposal and recycling of pre-	440	SF		

	determined areas of existing resilient surfacing to rubber				
4	Provide and install resilient surfacing with aliphatic resin to match existing	440	SF		

BID ALTERNATE #3 TOTAL \$ _____

BID ALTERNATE #3 TOTAL WRITTEN IN WORDS

GENERAL NOTES:

THE CITY WILL ESTABLISH THE LOW BIDDER BY THE TOTAL OF BASE BID.
 CONTRACTOR AGREES THAT THEIR BID, OR ANY BID ITEM, WILL NOT BE INVALIDATED BY SUCH DETERMINATION.

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.

POURED-IN-PLACE RESILIENT RUBBER SURFACING TO BE INSTALLED PER DETAIL 1, THIS SHEET AND ALSO PER MANUFACTURER’S CURRENT RECOMMENDATIONS.

RESILIENT SURFACING SHALL BE INSTALLED WITH UV ALIPHATIC BINDER. INSTALL PER MANUFACTURER’S SPECIFICATIONS.

RESILIENT SURFACING SHALL BE INSTALLED BY A PRE-QUALIFIED INSTALLER N.P.S.I. CERTIFIED AND SHALL MEET THE REQUIREMENTS BY THE MANUFACTURER. THE INSTALLER SHALL HAVE COMPLETED AT LEAST 10 PROJECTS SIMILAR IN SIZE AND SCOPE IN THE LAST FIVE (5) YEARS.

OSO VIEJO PARK TO BE COMPLETE RESILIENT SURFACING RENOVATION USING COLORS THAT MATCH EXISTING RUBBER SURFACING, USING 50% COLOR AND 50% BLACK MIXES.

PAVION PARK (BID ALTERNATE) TO BE REPAIRS USING COLORS THAT MATCH EXISTING RUBBER SURFACING, USING 100% COLOR MIXES.

CORDOVA PARK (BID ALTERNATE) TO BE REPAIRS USING COLORS THAT MATCH EXISTING RUBBER SURFACING, USING 50% COLOR AND 50% BLACK MIXES.

VALYERMO PARK (BID ALTERNATE) TO BE COMPLETE RENOVATION USING COLORS THAT MATCH EXISTING RUBBER SURFACING, USING 50% COLOR AND 50% BLACK MIXES.

FOR EACH LOCATION, CONTRACTOR SHALL SUBMIT 12"X 12" COLOR SAMPLE OF EACH COLOR SPECIFIED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

RESILIENT SURFACING SHALL BE POURED IN PLACE BY **SURFACE AMERICA, TOT TURF & ROBINSON INDUSTRIES**, OR APPROVED EQUAL. AVAILABLE FROM COAST RECREATION. **CONTACT, MIKE EISERT, (949) 655-1180**. SEE SPECIFICATIONS.

PROVIDE CHALK MARKS ON GRADE INDICATING SPECIAL SURFACE COLOR ALIGNMENT. VERIFY SPECIAL SURFACING DESIGN LAYOUT AND COLORS WITH LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.

CHECK WITH MANUFACTURER OF INSTALLED PLAYGROUND EQUIPMENT FOR ALL FALL HEIGHTS/ CLEARANCES PRIOR TO POURING CONCRETE BASE TO ENSURE PROPER THICKNESS OR RESILIENT SURFACING.

THE CONTRACTOR SHALL COMPLETE THIS PROPOSAL BID 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 PROPOSAL BID 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 FOR INFORMATION INCLUDED IN THE 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 THEREFORE.** 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 CONTRACTORS 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 CONTRACTORS REPRESENTATIVE PRESENT SHALL RESULT IN THE DEDUCTION OF \$1,000 A 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 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 (10) PERCENT OF THE TOTAL AMOUNT BID.

BIDDERS NAME _____
TELEPHONE NO _____



City of Mission Viejo

Memorandum

Date: November 14, 2024
To: All Potential Bidder's, Oso Viejo Park Play Area Resilient Surfacing Renovation
From: Corey Gonyea, Public Services Manager 

Subject: Addendum No. 2 – Revised Bid Opening Date & Additional Pre-Bid Meeting

Please recognize the following changes:

- The Bid Opening date has been changed from November 21, 2024, to **November 27, 2024, at 10:00am**. Same location.
- An **additional 2nd Mandatory Pre-Bid Meeting** has been added to the project. The date and time of the meeting will be **November 19, 2024, at 11:00am**. Same location.
 - o The Potential Bidders who attended the previous Mandatory Pre-Bid meeting are considered eligible to bid on the project, and attendance at the additional **November 19, 2024**, mandatory pre-bid meeting is optional.
- Consideration for Award of Contract is still anticipated December 10, 2024.
- Anticipated construction start date is still anticipated January 20, 2025.

You must sign this addendum below and attach it to your bid proposal. Bids submitted without this Addendum will not be considered.

Bidder's Signature

Date

Company Name