

# **SUNRISE RECREATION AND PARK DISTRICT**

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**BOOK 1 OF 1**

## **PROJECT MANUAL**

**Rusch Park Craft Building Fire Damage Restoration**

**5100 Verner Ave.  
Sacramento, CA 95841**

### **BID PACKAGE**

**SPRD Project # RPCB-09-2017**

**SUNRISE RECREATION AND PARK DISTRICT, FACILITIES ACCOUNTING & PURCHASING**

**Submitted to the Sunrise Recreation and Park District by:**

**CONSTRUCTION MANAGEMENT:**  
**Innovative Construction Services, Inc.**  
**5433 El Camino Ave, Suite #2**  
**Carmichael, CA 95608**

**OWNER:**  
**Sunrise Recreation and Parks Dist.**  
**7801 Auburn Blvd.**  
**Citrus Heights, CA 95610**

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\*\*\*DRAWING SHEET NOTES CONTAIN SPECIFICATION REQUIREMENTS

END OF SPECIFICATION SECTION

## INVITATION TO BID

Notice is hereby given that the Board of Supervisors of the Sunrise Recreation and Park District ("District") will receive sealed Bids for the:

### **Rusch Park Craft Building Fire Damage Restoration**

**The Project consists of including but not limited to: Carpentry, Framing, Mechanical and Electrical repairs to fire damaged Sunrise Recreation and Park Districts Craft Building.**

**Required Contractors License Classification:** B General Engineering Contractor

**Project Estimate:** \$150,000.00

Any questions concerning this Invitation to Bid should be directed to **Daniel Martin, Construction Manager, Innovative Construction Service, [danny@icscm.com](mailto:danny@icscm.com), 916-333-5701**

Notice is hereby given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each bidder and listed subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the bidder or a listed subcontractor to be registered at the time of bidding shall render the bid non-responsive and unavailable for award.***

The successful Bidder shall be required to pay its workers on this Project a sum not less than the general prevailing rate of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the Project is performed, as provided under California Labor Code sections 1720 through 1861. Copies of the prevailing rate of per diem wages are on file at the Sunrise Recreation and Park District, 7801 Auburn Blvd, Citrus Heights, CA 95610 and shall be made available to any interested party upon request. They may also be obtained on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and The Sacramento County Labor Compliance Program.

Every Bid shall set forth information on subcontractors required by California Public Contract Code sections 4100 to 4114, inclusive. Failure to list a subcontractor for a portion of work, if required, is a representation that the Bidder will perform that portion of work itself.

#### **Proposals are due:**

**Location:** Sunrise Recreation and Parks District  
7801 Auburn Blvd.  
Citrus Heights, CA 95610

**Bid Date/Time:** Jan. 11<sup>th</sup>, 2018 @ 2:30 pm

Untimely Bids will not be accepted or opened.

It shall be the responsibility of each prospective Bidder, upon discovery of any ambiguity or discrepancy in the bid form, specifications, or drawings, to bring such ambiguity or discrepancy to the attention of the District prior to the Bid date and time. Failure to raise any such ambiguity or discrepancy prior to the Bid deadline shall waive the Bidder's right to object to the ambiguity or discrepancy after bidding.

Bids (**pages 1-5 of the Invitation to Bid**) shall be completed and submitted in a sealed envelope. On the face of the envelope, clearly write "**Bid Proposal - Do Not Open**" and indicate the **Contractor's Name and Address, and Project # and Description**. Failure to fully complete and submit all pages of the Bid Form may result in the Bid being rejected as non-responsive.

By submitting a bid, and in compliance with the Invitation to Bid, the Bidder agrees to furnish all labor, material, equipment, transportation, tax (including sales and use tax) and services for the work described in the Bid Documents for the price specified. All costs for Bid Bonds, Labor and Material (Payment) Bonds and Performance Bonds shall be included in the Bid price.

A non-mandatory site visit will occur on **Dec. 28<sup>th</sup>, 2017 @ 2:00 pm** to allow prospective Bidders to become familiar with the site. Bidders should meet at **Rusch Park Craft Building @ 7801 Auburn Blvd., Citrus Heights, CA 95610** no later than the time the site visit is scheduled to begin. By submitting a Bid, the Bidder represents that it has visited the Project site and is familiar with the local conditions under which the Work will be performed. Failure to visit the site will not relieve the Bidder of the responsibility for observing and considering those conditions which a contractor would have observed and considered during a site visit, estimating properly the difficulty and cost of successfully performing the Work or proceeding to perform the Work without additional cost to the District.

With its Bid, the Bidder must submit a Cashier's Check, Certified Check or Bid Bond for ten percent (10%) of the total amount of the bid, made payable to the Sunrise Recreation and Park District. Failure to submit required bid security will result in the Bid being rejected as non-responsive.

Bids will be opened publicly and read aloud at the time and date established above. Bids shall not expire for 30 days after the Bid due date. Bid process will be a blind bid opening. The District may award on any combination of base bids and individual alternate items.

If awarded, the Contract will be awarded to the lowest responsive, responsible Bidder. The District reserves the right to waive any irregularity in any Bid, and reserves the right to reject all Bids. The successful Bidder will be notified via Notice of Intent to Award, and shall submit a Labor and Material (Payment) Bond and Performance Bond, each in the amount of 100% of the Contract Price, prior to issuance of the Notice to Proceed.

Any Bidder may file a protest against the award of the Contract to any other Bidder. The protest must be in writing, filed within five (5) calendar days after the opening of bids, and must set forth all grounds for the protest. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to comply with these protest requirements waives the right to challenge the bidding process or the award in any administrative or judicial tribunal and forever bars the Bidder from bringing such a challenge. The District will provide a written response to any timely bid protest.

**BID FORM**

**BID PACKAGE: Rusch Park Craft Building Fire Damage Restoration**

**Line items for Craft Center Fire Restoration Project**

<u>Bid Item A – Lump Sum Cost:</u>	<u>UNIT</u>	<u>Extended Cost</u>
1. Remove electrical fixtures, tubes, wire & exposed conduit. Dispose by recycling or electronic waste. (Leave restroom circuits energized)	<b>Lump Sum</b>	_____
2. Remove & Replace Fan & Manual spring timer switch. (12 hr)	<b>Lump Sum</b>	_____
3. Resurface, Clean and Seal concrete floor	<b>Lump Sum</b>	_____
4. Clean Interior Masonry	<b>Lump Sum</b>	_____
5. Clean Exterior Masonry	<b>Lump Sum</b>	_____
6. Replace sink with 6' ADA Cabinet, ADA sink and fixtures with remote electric hot water.	<b>Lump Sum</b>	_____
7. Replace wiring from breaker to switches or outlets using #12 AWG Copper conductors or better.	<b>Lump Sum</b>	_____
8. Remove existing 100 AMP meter panel, relocate to new location with 200 AMP service panel.	<b>Lump Sum</b>	_____
9. Install and wire new LED lighting, appliance, fixture and HVAC Split System outlets.	<b>Lump Sum</b>	_____
10. Install Mitsubishi Wall Mounted 2-Zone System – 20,000 BTU Outdoor – 9k + 12k Indoor – 16.7 Seer	<b>Lump Sum</b>	_____
11. ADA Access on landing improvement outside of North exterior door (remove & replace curb and flatwork)	<b>Lump Sum</b>	_____
12. Remove existing roof and re-roof with Metal roof	<b>Lump Sum</b>	_____
13. Install Metal Flashing on sides and top of Parapet walls.	<b>Lump Sum</b>	_____
<b>(BID ITEM A) – TOTAL BID LUMP SUM ITEMS</b>		_____

<b><u>Bid Item B – Unit Cost:</u></b>	<b><u>UNIT</u></b>	<b><u>QTY</u></b>	<b><u>UNIT COST</u></b>	<b><u>EXTENDED COST</u></b>
14. Remove Vinyl Asbestos Tile	Sq. Ft.	20	_____	_____
15. Remove Vinyl Tile	Sq. Ft.	394	_____	_____
16. Floor Preparation for Resurface	Sq. Ft.	805	_____	_____
17. Remove and Reset New Interior Steel Door & Trim	EACH	1	_____	_____
18. Remove and Reset New Exterior Steel Doors, trim, weather strip and Threshold.	EACH	2	_____	_____
19. Install interior wall 30" wide, height floor to ceiling. Infill furnace area and interior door area.	LF	7.0	_____	_____
20. Install Gyp board on walls and infill areas, tape and texture.	Sq. Ft.	120	_____	_____
21. Install 5/8 Gyp Board on ceiling, tape and texture.	Sq. Ft.	805	_____	_____
22. Install New trim around infill areas	LF	94	_____	_____
23. Retrofit window and install trim	EACH	1	_____	_____
24. Install New Exterior Steel Door, Trim and hardware	EACH	2	_____	_____
25. Install new Interior Steel Door, Trim and hardware	EACH	1	_____	_____
26. Replace switches with Occupancy and manual dimming control switches. Use WireMold when exposed in occupied areas	EACH	2	_____	_____
27. Replace switches and rewire. Use WireMold when raceway is exposed In occupied areas	EACH	2	_____	_____
28. Replace existing 20 AMP Outlets, use WireMold when raceway is exposed in occupied areas	EACH	7	_____	_____
29. Rewire Kilns with copper wire with conduit, each with a dedicated 50AMP circuit from new meter panel	EACH	2	_____	_____
30. Install reinforced Ceiling fan box and switch. Use WireMold when raceway is exposed in occupied areas.	EACH	3	_____	_____
31. Emergency Lighting	EACH	2	_____	_____

<b><u>Bid Item B – Unit Cost – continued</u></b>	<b><u>UNIT</u></b>	<b><u>QTY</u></b>	<b><u>UNIT COST</u></b>	<b><u>EXTENDED COST</u></b>
32. Exterior Lighting	EACH	2	_____	_____
33. Address on Building	EACH	1	_____	_____
34. Paint floor with Epoxy	Sq. Ft.	805	_____	_____
35. Seal and Paint Ceiling, prime/sealer Plus 2 coats	Sq. Ft.	805	_____	_____
36. Prime & Seal new all and infill areas Both sides	Sq. Ft.	120	_____	_____
37. Seal Interior Masonry	Sq. Ft.	1560	_____	_____
38. Paint interior walls (gypsum board and masonry) to 9' AFF (primer + 2 coats)	Sq. Ft.	1404	_____	_____
39. Paint Trim (primer + 2 coats)	LF	94	_____	_____
40. Seal & Paint Baseboard (primer + 2 coats)	LF	180	_____	_____
41. Paint Cove Molding & Paint (primer + 2 coats)	LF	180	_____	_____
42. Seal and paint Window trim	EACH	3	_____	_____
43. Prime and Paint Interior Door and Trim, both sides (primer + 2 coats)	EACH	1	_____	_____
44. Prime and Paint Exterior Door and Trim, both sides (primer + 2 coats)	EACH	2	_____	_____
45. Paint Exterior Primer + 2 coats	Sq. Ft.	1320	_____	_____
46. (EACH) Replace Dry Rot Rafter Tail with 2 x 6 x 12 DF	EACH	12	_____	_____
47. (EACH) Replace 4 x 8 Sheathing to match existing sheathing.	EACH	4	_____	_____

**(BID ITEM B) – TOTAL BID UNIT COST ITEMS** \_\_\_\_\_

**A + B = BASE BID** \_\_\_\_\_

<b><u>Bid Item C - Additive Alternate Work</u></b>	<b><u>UNIT</u></b>	<b><u>QTY</u></b>	<b><u>UNIT COST</u></b>	<b><u>EXTENDED COST</u></b>
48. <b>ADD Alt #1</b> – Roller Shutters - Exterior Window Treatment	EACH	3	_____	_____
49. <b>ADD Alt #2</b> – Install new locking Cabinet 48” wide by 72” high with 7 fixed 14” deep shelves.	EACH	2	_____	_____
50. <b>ADD Alt #3</b> – Install new locking Cabinet 36” wide by 84” high with 7 adjustable shelves 18” deep.	EACH	1	_____	_____
51. <b>ADD Alt #4</b> – Install Shelving units 48” wide x 84” tall x 24” deep with fixed shelving as indicated by drawing	EACH	2	_____	_____
52. <b>ADD Alt #5</b> – Install shelving units 26” wide x 84” tall x 24” deep with adjustable shelving as indicated by drawing.	EACH	4	_____	_____
<b>(BID ITEM C) – TOTAL BID UNIT QTY ADDITIVE ALTERNATES</b>				_____
<b>TOTAL BASE BID (Bid Item A + Bid Item B)</b>				_____
<b>TOTAL Additive Alternate BID</b>				_____

In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, the price on the base bid plus those additive alternates and taken in the order stated in the invitation for bids, until the bid price is less than or equal to the budget amount; the award may be made to the said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award. The District reserves it's right to award base bid, base bid plus alternates or reject all bids.

\_\_\_\_\_  
Signed (Signature of Bidder)

Contractor's License # \_\_\_\_\_ License Type \_\_\_\_\_ License Expiration Date \_\_\_\_\_  
Public Work Contractor Registration # \_\_\_\_\_ Expiration Date \_\_\_\_\_



NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California )  
 ) ss  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ declare that I am \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

## SPECIAL CONDITIONS

1. **THE SUNRISE RECREATION AND PARK DISTRICT MAINTAINS A TOBACCO FREE WORKPLACE. THE USE OF TOBACCO IN ANY FORM IS PROHIBITED ON DISTRICT PROPERTY.**
2. Contractor shall commence the work after receipt of Notice to Proceed from the District and will diligently prosecute the work to completion.
3. All work must be completed by **March 20th, 2018**
4. Any questions concerning this project should be directed to **Daniel Martin, Construction Manager, Innovative Construction Service, [danny@icscm.com](mailto:danny@icscm.com) , 916-333-5701**
5. The Contractor shall maintain a **B** license throughout the duration of the Project.

**EXHIBIT A TO FORM OF CONTRACT**

**CERTIFICATION**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certify that, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the Sunrise Recreation and Park District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

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

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in \_\_\_\_\_ County, California.

(Seal of business)

By: \_\_\_\_\_  
[Name of Contractor's Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

**EXHIBIT B TO FORM OF CONTRACT**

**LIST OF EMPLOYEES WHO ARE AUTHORIZED  
TO PROVIDE SUPERVISION AND MONITORING SERVICES ON PARK GROUNDS**

<b><u>Name:</u></b>	<b><u>Park Site (if known)</u></b>
	<b><u>Rusch Park Craft Building</u></b>

**EXHIBIT C TO FORM OF CONTRACT  
PAYMENT BOND FORM**

Bond No. \_\_\_\_\_

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Sunrise Recreation and Park District (the "District") has awarded to

\_\_\_\_\_ as Principal a contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, for the furnishing of all labor, materials, equipment, transportation and services for the construction on the **Rusch Park Craft Building Fire Damage Restoration** Project located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and

\_\_\_\_\_ as Surety, are held and firmly bound unto the District in the sum of **[Amount, spelled out]** (\$**amount**) for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed there under, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed there under.

4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.

5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.

6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Address for Notices:

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

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

**EXHIBIT D TO FORM OF CONTRACT  
PERFORMANCE BOND FORM**

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, Sunrise Recreation and Park District hereinafter referred to as "District" and \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction on the **Rusch Park Craft Building Fire Damage Restoration** Project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of **[Amount, spelled out] (\$ amount)**, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and
  - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's

concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
  - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
  - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety hereby waives notice of any change, including changes of money and/or time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.



11. DEFINITIONS

- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 11.2 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as principal

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached.

**EXHIBIT E TO FORM OF CONTRACT**  
**GUARANTEE FORM**

\_\_\_\_\_ {Contractor's Name} hereby unconditionally guarantees that the Work performed at Rusch Park Craft Building Fire Damage Restoration has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of **Rusch Park Craft Building Fire Damage Restoration** and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

**EXHIBIT F TO FORM OF CONTRACT**  
**SCOPE OF WORK**

Section 1.01 Bid Package

- A. Bidder shall carefully review the total scope of responsibilities with respect to the Work of the Playground Improvements, and shall provide for the total scope in its Proposal.

Section 1.02 License Requirement: B - General Engineering Contractor

Section 1.03 Scope of Work

Carpentry, Framing, Mechanical and Electrical repairs

**Included:**

1. Furnish and install all labor, material and equipment for all Work shown and/or specified in accordance with the Contract Documents, except as excluded below.
2. Information provided under "Also Included" points out some items which may be considered less obvious or "unconventional", but which are included in the Scope of Work.
3. This Bid Package Description is intended to clarify scope to the Contractor, but is in no way intended to limit scope that is reasonable inferable as being required by the Work included in this description. Work required under a Bid Package may be shown or specified anywhere in the Contract Documents.

**Also Included:**

4. Selective demolition has been completed by the Park District personnel.
5. Temporary barricades, signs, pedestrian protection, temporary facilities and traffic control Work.
6. Daily and final clean-up.

**Excluded:**

1. Permits.
2. Fees.

**Exhibit G - INDEX OF DRAWINGS**

**ARCHITECTURAL SHEETS**

- CS-1 Signature page
- CS-2 Drawing Index, Notes and Legends
- H-001 Hazardous Notes & Asbestos & Lead Summary
- A-01 Existing Construction Site & Floor plan with Accessible Route
- A-02 Floorplan & Doorways
- A-03 Demolition
- A-04 Windows
- A-05 Interior Elevations
- A-06 Cabinet Details and Accessibility Details

**MECHANICAL SHEETS**

- M-001 Mechanical Location & Notes
- M-002 Mechanical Equipment
- M-003 Mechanical Compliance
- E-01 Floor Plan, Fire and Burg Alarm
- P-01 Plumbing

**STRUCTURAL SHEETS**

- S-001 Structural Notes
- S-002 Exterior Elevations
- S-003 Anchor and Hangers Details
- S-004 Joist details
- S-005 Ceiling and Roof Framing Plan

1 **Section 01 31 00 - PROJECT MANAGEMENT INTERNET COMMUNICATION REQUIREMENTS**  
2  
3

4 **PART 1 - GENERAL**  
5

6 1.01 GENERAL PROJECT MANAGEMENT OBJECTIVES  
7

- 8 A. Each project team member of the Contractor: Superintendent, Project Engineer, Scheduler, and  
9 Project Manager, et al., shall have access to the Internet and an Internet e-mail address in order  
10 to communicate with various project team members. The Contractor shall provide immediately  
11 upon receipt of the Notice to Proceed confirmation of these conditions and the names, positions,  
12 and e-mail addresses to SPRD's Representative.  
13

Section 01 31 19 - PROJECT MEETINGS & PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 PRECONSTRUCTION MEETING

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

1.03 PROGRESS MEETINGS

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

1.04 SPECIALLY CALLED MEETINGS

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

END OF SECTION

Section 01 35 16 - ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED SECTIONS

- A. Section 01 73 29 - Cutting and Patching.
- A. Section 02 41 00 - Minor Demolition for Remodeling.
- B. Section 02 41 16 – Structural Demolition
- C. Section 02 41 19 – Selective Demolition

1.03 ALTERATIONS, CUTTING AND PROTECTION

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

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

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

- 1 B. Type and Quality of Existing Products: Determine by inspection and testing existing products where  
2 necessary, referring to existing Work as a standard.  
3  
4

5 PART 3 EXECUTION  
6

7 3.01 EXAMINATION  
8

- 9 A. Verify that demolition is complete, and areas are ready for installation of new Work.  
10  
11 B. Beginning of restoration Work means acceptance of existing conditions.  
12

13 3.02 PREPARATION  
14

- 15 A. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and  
16 restore at completion. The full extent of cutting and patching is not shown or specified. The Contractor  
17 shall perform all cutting and patching as required.  
18  
19 B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and  
20 deteriorated masonry and concrete. Replace materials as specified for finished Work.  
21  
22 C. Remove debris and abandoned items from area and from concealed spaces.  
23  
24 D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.  
25

26 3.03 INSTALLATION  
27

- 28 A. Coordinate work of alterations and renovations to expedite completion and to accommodate District  
29 occupancy. Patch and extend existing work using skilled mechanics that are capable of matching  
30 existing quality of workmanship. Quality of patched or extended work shall be not less than that  
31 Specified for new work.  
32  
33 B. Room Finishes. Complete in all respects consistent with the Contract Documents.  
34  
35 C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring  
36 Products and finishes to specified condition.  
37  
38 D. Install Products as specified In Individual Sections.  
39

40 3.04 TRANSITIONS  
41

- 42 A. Where new Work abuts or aligns with existing, perform a smooth and even transition.  
43  
44 B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or  
45 bulkheads.  
46  
47 C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate  
48 existing surface along a straight line at a natural line of division and make recommendation to Architect.  
49

50 3.05 ADJUSTMENTS  
51

- 52 A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth  
53 transition.  
54  
55 B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to  
56 method of making transition.  
57



- 1 C. Trim existing doors as necessary to clear new threshold Installation. Refinish trim as required.
- 2
- 3 D. Fit work at penetrations of surfaces as shown on drawings.
- 4

### 5 3.06 SALVAGED MATERIALS

- 6
- 7 A. Salvaged Materials from existing facilities, which are specified in the Special Provisions, identified in bid
- 8 doc's or tagged in the field are to be salvaged and shall remain the property of the District. The Contractor
- 9 shall include the removal, disassembly, preparation, marking, bundling, packaging, tagging, hauling, and
- 10 stockpiling of salvaged materials or facilities to the location specified in the Special Provisions, or as
- 11 directed by the District Representative. Materials include, but are not limited to parts, articles, and
- 12 equipment of assembled facilities. Salvaging does not include the preparation of existing material that is to
- 13 be reused in the work.
- 14
- 15 B. When only specific materials from the facility are designated to be salvaged, the remaining materials
- 16 from that facility shall be removed and disposed of as provided for elsewhere in the Contract
- 17 Documents. Materials to be salvaged shall not be removed until their use in the existing facility is no
- 18 longer required, as determined by the District Representative.
- 19
- 20 C. When practicable, salvaged materials shall be hauled directly to the location specified in the Special
- 21 Provisions and stockpiled; however, salvaged materials may be temporarily stored at a location selected
- 22 by the Contractor and approved by the District Representative and later hauled to and stockpiled at their
- 23 final location. Materials which are lost before stockpiling at their final location shall either be replaced by
- 24 the Contractor, at the Contractor's expense, or, at the discretion of the District Representative, the
- 25 estimated cost of replacement may be deducted from any moneys due or to become due to the
- 26 Contractor.
- 27
- 28 D. Materials designated to be salvaged that are damaged, as determined by the District Representative,
- 29 shall be segregated from undamaged material. After review of the damaged materials by the District
- 30 Representative, all damaged materials that are rejected by the Districts Representative shall become the
- 31 property of the Contractor and shall be disposed of as provided elsewhere in the Contract Documents.
- 32
- 33 E. Materials to be salvaged that are damaged as a result of the Contractor's operations shall be repaired by
- 34 the Contractor, at the Contractor's expense, to the satisfaction of the District Representative. Materials
- 35 that are damaged beyond repair as a result of the Contractor's operations shall be disposed of as
- 36 provided elsewhere in the Contract Documents and replaced at the Contractor's expense; or, at the
- 37 discretion of the District Representative, the estimated cost of replacement may be deducted from any
- 38 moneys due or to become due to the Contractor.
- 39
- 40 F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality
- 41 and condition as the lost or damaged materials were prior to their removal. Replacement materials
- 42 should also be of the same size, color, weight etc. of the original materials. Matching or exceeding
- 43 quality and condition alone may not permit the reuse of material.
- 44

### 45 3.07 REPAIR OF DAMAGED SURFACES

- 46
- 47 A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other
- 48 imperfections.
- 49
- 50 B. Repair substrate prior to patching finish.
- 51

### 52 3.08 FINISHES

- 53
- 54 A. Finish surfaces as specified in Individual Product Sections.
- 55
- 56 B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched,  
refinish entire surface to nearest Intersections.

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2  
3  
4  
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6  
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9  
10

- C. Unless otherwise specified or shown, subsurfaces shall be prepared as recommended by finish material manufacturers for project conditions for the proper application of new finishes.

3.09 CLEANING

- A. Clean adjacent Owner occupied areas of work soiled by work of this contract (See Sac County Specs).

END OF SECTION

**Section 01 45 00 - QUALITY CONTROL**

PART 1- GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED SECTIONS

- A. General Conditions – Located in the Sacramento County Standard Construction Specification.
- B. Technical Specifications

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

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

- 1 I. All work shall be erected and installed plumb, level, square and true and in proper alignment and  
2 relationship to the work of other trades. All finished work shall be free from defects. The Architect,  
3 Engineer, District and its representatives reserves the right to reject any materials and workmanship  
4 which are not considered to be up to the highest standards of the various trades involved. Such inferior  
5 material or workmanship shall be replaced by the Contractor at no additional cost to the District and  
6 without an extension of the Contract Time.
- 7
- 8 J. All work shall be installed by a knowledgeable contractor and defined "certified to install" by the  
9 specified materials manufacturers. The specifications and recommendations of the manufacturer whose  
10 materials are used shall be strictly adhered to during the application or installation of materials.
- 11
- 12 K. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for  
13 the furnishing of guarantee shall be provided by the Contractor without additional cost to the District.
- 14

15 1.04 REFERENCES

- 16
- 17 A. Conform to reference standards by date of issue current on date of the Contract Documents.
- 18
- 19 B. Should specified reference standards conflict with Contract Documents, request clarification from  
20 Architect before proceeding.
- 21
- 22 C. The contractual relationship of the parties to the Contract shall not be altered from the Contract  
23 Documents by mention or inference otherwise in any reference document.
- 24
- 25 D. The Contractor shall be responsible for being current and knowledgeable of all building codes involved  
26 for all trades under his direction.
- 27
- 28 E. Provide all work and materials in full accordance with the California Building Standards Administrative  
29 Code, the California Building Code (CBC), California Electrical Code (CEC), California Mechanical Code  
30 (CMC), California Plumbing Code (CPC), California Energy Code, California Fire Code (CFC), California  
31 Referenced Standards, State Fire Marshal Regulations, Cal/OSHA, and any other applicable laws or  
32 regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to  
33 these Codes
- 34
- 35 F. Furnish without extra charge any additional material and labor required to comply with these Rules and  
36 Regulations.
- 37

38 1.05 FIELD SAMPLES

- 39
- 40 A. Install field samples at the site as required by individual specifications Sections for review.
- 41
- 42 B. Acceptable samples represent a quality level for the Work.
- 43
- 44 C. Where field sample is specified in Individual Sections to be removed, clear area after field sample has  
45 been accepted by Architect.
- 46

47 1.06 MOCK-UP

- 48
- 49 A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals,  
50 and finishes.
- 51
- 52 B. Where mock-up is specified in Individual Sections to be removed, clear area after mock-up has been  
53 accepted by Architect.
- 54
- 55
- 56

1 1.07 INSPECTION AND TESTING LABORATORY SERVICES

- 2
- 3 A. The District will appoint, employ, and pay for services of an independent firm approved by the Structural  
4 Engineer, Architect and Division of the State Architect (DSA) to perform special inspection and testing.  
5
- 6 B. The Independent firm will perform special inspections, tests, and other services specified in Individual  
7 specification Sections and as required by the Architect.  
8
- 9 C. Reports will be submitted by the independent firm to the Architect, Owner and DSA, indicating  
10 observations and results of tests and indicating compliance or noncompliance with Contract Documents.  
11
- 12 D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and  
13 assistance as requested.  
14 1. Notify Architect and independent firm 24 hours prior to expected time for operations requiring services.  
15 2. Make arrangements with independent firm and pay for additional samples and tests required for  
16 Contractors use.  
17
- 18 E. The special inspector shall perform inspection of all work to determine conformance with these  
19 Standards.  
20 1. Request for inspection must be made to the office of the special inspector a minimum of 24 hours in  
21 advance of the time the inspection is desired.  
22 2. Underground work shall not be backfilled or covered until an inspection by the special inspector or his  
23 representative has been completed and the work approved. Any work that is covered without  
24 inspection shall be uncovered at the Contractors expense so an inspection can be made.  
25 3. The Engineer shall have access to the work at all times and shall be furnished every reasonable  
26 facility for ascertaining that the work done, materials used and workmanship performed are in  
27 accordance with the requirements of these Standards.  
28 4. Inspection of the work shall not relieve the Contractor of any of its obligations to satisfactorily perform  
29 the work.  
30
- 31 F. Re-testing required because of non-conformance to specified requirements shall be performed by the  
32 same independent firm on instructions by the Architect. Payment for re-testing will be charged to the  
33 Contractor by deducting inspection or testing charges from the Contract Price.  
34
- 35 G. An Inspector of record shall be employed by The District and approved by Architect, Structural Engineer,  
36 and DSA.  
37

38 1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

- 39
- 40 A. Submit qualifications of observer to Architect 30 days in advance of required observations.  
41
- 42 B. When specified in individual specification Sections, require material or Product suppliers or manufacturers  
43 to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation,  
44 quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and  
45 to initiate instructions when necessary.  
46
- 47 C. Individuals to report observations and site decisions or instructions given to applicators or installers that  
48 are supplemental or contrary to manufacturers' written instructions.  
49
- 50 D. Submit report in duplicate within 30 days of observation to Architect for review.  
51

52 PART 2 - PRODUCTS - Not Used  
53 PART 3 - EXECUTION - Not Used

54  
55 END OF SECTION

Section 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

ARTICLE 1. GENERAL

SECTION 1.01 WORK INCLUDED

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

1. Temporary water, power, light, and heat.
2. Field office and associated telephone and utilities.
3. Temporary weather protection.
4. Parking and storage areas.
5. Site fencing and security.
6. Sanitary facilities.
7. Dewatering.
8. Storm Water Run-Off Plan Compliance
9. Final and course of construction cleanup and removal of debris.
10. Erosion Control.
11. Emergency power and water shut-off.

SECTION 1.02 TEMPORARY UTILITIES

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

Temporary Power:

Each Contractor shall construct all temporary power facilities required to complete Bid Package scope of Work and maintain in accordance with Division of Industrial Safety "Electrical Safety Orders" (ESO), Public Utilities Commission "Rules of Overhead Line Construction" (G.O. 95), and CAL-OSHA. Materials, devices and equipment used for these facilities shall be in good and safe condition but need not be new. Contractor is responsible for the removal of the temporary power. Existing school electric outlets may be utilized, if permitted by the District and authorized by the District Representative. Any additional power required shall be provided and paid for by the contractor.

Temporary Lighting:

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

Temporary Heat:

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

Temporary Water:

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

Temporary Telephone:

1 Each Contractor shall provide their own telephone system. Use of District telephones will not be  
2 allowed.

3  
4  
5 Temporary Fire Protection:

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

8  
9 Temporary Weather Protection:

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

13  
14 Temporary Dewatering:

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

18  
19 SECTION 1.03 FIELD OFFICE/STORAGE CONTAINERS

20  
21 If desired, the Contractor may provide a temporary field office(s) or storage container(s). Locate field  
22 office(s)/storage container(s) as directed by the District Representative. Upon completion of Work,  
23 Contractor shall remove any and all temporary field office(s) and storage container(s).

24  
25 SECTION 1.04 PARKING OF VEHICLES

26  
27 Each Contractor shall assume **all** responsibility for job site vehicle parking of his and his Subcontractor's  
28 vehicles. Locations of parking shall be as directed by the District Representative. Park sites may not  
29 accommodate on-site parking of construction personnel vehicles. Contractor shall assure compliance  
30 with all applicable requirements for on-street vehicle parking.

31  
32 SECTION 1.05 STORAGE AND LAYDOWN AREAS

33  
34 The District Representative will coordinate use of available laydown areas among various contractors. Only  
35 areas designated by the District Representative can be used by Contractors. Each contractor is responsible  
36 for providing his own fenced storage facilities (trailers or cargo containers.)

37  
38 SECTION 1.06 TEMPORARY SITE FENCING AND SECURITY

39  
40 Each Contractor shall provide and maintain temporary fencing surrounding the buildings and/or rooms  
41 under construction, and staging areas. Set-up/relocation of temporary fencing shall be included for each  
42 phase of work as shown on the Preliminary Construction Schedule. Contractor is responsible for the  
43 security of all equipment, material, and completed construction items. Contractor is also responsible for  
44 securing any breeches to existing security system/building caused by his Work. Temporary measures  
45 may include watchman, temporary doors, temporary alarm, etc.

46  
47 SECTION 1.07 SANITARY FACILITIES

48  
49 Each Contractor shall provide sanitary toilet facilities for use of all Workers employed on Project, in  
50 accordance with State and Local health departments. Use of District toilet facilities will not be allowed.

51  
52 SECTION 1.08 CLEAN UP AND REMOVAL OF DEBRIS

53  
54 Each Contractor shall assume all responsibility for cleanup and removal of debris created by his Scope of  
55 Work on a daily basis. No community dumpsters will be provided. In the event unidentifiable job site  
56 clutter or debris becomes a problem, at the District Representative's request, each contractor shall

1 provide sufficient labor to be directed by the District Representative's personnel in a group cleanup effort.  
2 If a Contractor's clean-up is found to be deficient, the District may back charge the Contractor for clean-  
3 up and/or withhold progress payments as determined appropriate by the District in accordance with  
4 Sacramento County General Requirements.

#### 5 6 SECTION 1.09 TEMPORARY CONSTRUCTION, EQUIPMENT AND PROTECTION

7  
8 Contractor shall provide, maintain and remove upon completion of Work, all temporary rigging,  
9 scaffolding, hoisting equipment, rubbish chutes, ladders, barricades, lights and all other protective  
10 structures or devices necessary for safety of Workers and public property as required to complete the Bid  
11 Package Scope of Work.

12  
13 Safety: The contractor is responsible for the complete safety of district personnel, students, and the  
14 general public at all times.

15  
16 Walkways and barricades: If Contractor's portion of Work interferes with pedestrian traffic, provide  
17 pedestrian walkway protection conforming to City standards and CAL OSHA requirements.

18  
19 Access: The contractor is responsible to maintain access to the buildings at all times. Temporary covered  
20 walkways and/or barricades may be required.

21  
22 Protection: Each Contractor must protect all Workers and equipment from power lines by maintaining  
23 safe distances and by providing protective devices where and as required by Industrial Safety  
24 Commission and CAL-OSHA.

25  
26 Temporary construction and equipment: All temporary construction and equipment shall conform to all  
27 regulations, ordinances, laws and other requirements of State and any other authorities having jurisdiction  
28 (including insurance companies), with regards to safety precautions, operations and fire hazards.

#### 29 30 SECTION 1.10 EROSION CONTROL

31  
32 If any soil will be disturbed as part of the scope or course of work, the Contractor must protect disturbed  
33 area from erosion and protect the storm drain system from contamination.

- 34
- 35 • For projects requiring a SWPPP based on State Water Resource Control Board (SWRCB)  
36 requirements a SWPPP will be provided by the District unless otherwise stated in the project  
37 documents. Projects available for an Erosivity Waiver will have such filed by the District unless  
38 otherwise stated in the project documents. All projects, whether under the control of a SWPPP or  
39 not shall maintain Best Management Practices to ensure the limiting of erosion and  
40 sedimentation. Under no circumstances shall sediment be allowed to leave the project site.
  - 41 • The contractor shall retain a Qualified SWPPP Practitioner (QSP) to inspect the construction site  
42 to ensure compliance with the SWPPP and SWRCB requirements. The Contractor shall  
43 implement all measures required by the QSP.
  - 44 • During the course of the Contract the Contractor shall file all necessary documentation with the  
45 SWRCB. At the completion of the contract the Contractor shall file a Notice of  
46 Termination with the SWRCB and provide documentation of such to the District.

#### 47 48 SECTION 1.11 EMERGENCY POWER AND WATER SHUT-OFF

49  
50 The Contractor is responsible to know where all water and power shut-off devices are located and to have  
51 the proper tools to operate shut-off valves. The Contractor shall post a site map in a location readily  
52 available to workers.

#### 53 54 SECTION 1.12 STORM WATER RUN-OFF PLAN:

55 Not Applicable.  
56



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9  
10  
11  
12  
13

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

1 **Section 01 71 23 - FIELD ENGINEERING & SURVEY CONTROLS**

2  
3 PART 1 – GENERAL

4  
5 1.01 SECTION INCLUDES

- 6  
7 A. Contractor to provide and pay for field engineering services required for the execution of Work, including,  
8 but not limited to:  
9  
10 1. Survey Work required in execution of the Bid Package Work scope.  
11 2. Civil, structural or other professional engineering services specified, or required to execute Contractor's  
12 construction methods.  
13  
14 B. Provide field staking of site improvements included in Bid Package; identify existing survey reference  
15 points and property line corner stakes indicated on Drawings.  
16  
17 C. Locate and be aware of all existing on-site utility lines and improvements.  
18

19 1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- 20  
21 A. Qualified California registered professional engineer or registered land surveyor, acceptable to Contractor  
22 and the District Representative.  
23  
24 B. Registered professional engineer of discipline required for specific service on Project, licensed in State of  
25 California.  
26

27 1.03 SUBMITTALS:

- 28  
29 A. Submit name, address, and license of surveyor and professional engineer to the District Representative.  
30

31 1.04 PROJECT SURVEY REQUIREMENTS

- 32  
33 A. Establish and maintain lines and levels as necessary to locate and layout entire scope of Work in Bid  
34 Package.  
35  
36 B. Preserve and protect all on-site underground utilities lines and existing on-site improvements in the area of  
37 construction.  
38  
39

40 END OF SECTION

Section 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Execute cutting, fitting or patching of Work, required to:
  - 1. Make parts fit properly.
  - 2. Uncover Work to provide for installation of ill-timed Work.
  - 3. Remove and replace Work not conforming to requirements of Contract Documents.
  - 4. Remove and replace defective Work.
  - 5. Remove samples of installed Work as specified for testing.
  - 6. Remove existing materials (demolition) required prior to installation of specified Work.
  - 7. Uncover Work to provide for Architect's observation of covered Work.
- B. Do not endanger structural integrity of any Work by cutting or altering any part of it.
- C. The Contractors with structural responsibility within their scope of Work shall solely execute structural cutting and patching required for this Project.
- D. Minor cutting and patching of finishes and/or trim will be performed by the Contractor where required for the execution of his Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the Architect prior to the start of Work.
- E. The Contractor shall make the field measurements necessary for its Work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing its material properly, the District Representative and Architect shall be notified in writing within 24 hours. The Architect shall be consulted prior to the start of Work.
- F. Patching of all exposed architectural finishes shall be performed under the supervision of the Inspector. Cutting and patching of existing architectural finishes shall be minimized to the extent possible through careful routing and placement of new Work. The Architect or Inspector shall have the authority to reject substandard or unacceptable patching.

1.02 RELATED SECTIONS

- A. Sacramento County Specifications
- B. Section 01 35 16 - Alteration Project Procedures.
- C. Section 01 45 00 - Quality Control.
- D. Section 01 50 00 - Construction Facilities and Temporary Controls.
- E. Section 02 41 00 - Minor Demolition For Remodeling.
- F. Section 02 41 16 – Structural Demolition
- G. Section 02 41 19 – Selective Demolition

1.03 SUBMITTALS

- A. Prior to cutting which affects structural safety of Project, submit written notice to Architect requesting consent to proceed with cutting. See items "C" and "E", Section 1.01.

- 1 B. Should conditions of Work or schedule require change of materials or methods, submit written  
2 recommendation to Architect, within 48 hours, including:  
3 1. Conditions requiring change.  
4 2. Recommendations for alternative materials or methods.  
5 3. Submittals as required for substitutions.  
6 4. Quotations of charges or credits.  
7  
8 C. Submit 48-hour advance written notice to Architect (with a copy to the District Representative)  
9 designating the time Work will be uncovered.  
10  
11 D. Submit all materials to be used in cutting and patching in accordance with Sacramento County General  
12 Requirements.  
13  
14

15 PART 2 - PRODUCTS

16  
17 2.01 MATERIALS

- 18  
19 A. Primary Products: Materials for replacement of Work removed are to comply with Technical  
20 Specifications and are required to match original installation.  
21  
22 B. Product Substitution: For any proposed change in materials, submit request for substitution in  
23 accordance with Sacramento County Standard Construction Specification.  
24  
25

26 PART 3 - EXECUTION

27  
28 3.01 EXAMINATION

- 29  
30 A. Examine existing conditions prior to commencing Work, including elements subject to movement or  
31 damage during cutting and patching.  
32  
33 B. After uncovering existing Work, examine conditions affecting installation of new products and  
34 performance of Work.  
35  
36 C. Beginning of cutting or patching operations means acceptance of existing conditions.  
37

38 3.02 PREPARATION

- 39  
40 A. Provide means of shoring, bracing and temporary supports as required to maintain structural integrity of  
41 the Work.  
42  
43 B. Provide devices, enclosures and methods to protect adjacent surfaces and areas of the property from  
44 damage, dust or disruption.  
45  
46 C. Provide protection from the elements for areas, which may be exposed during cutting or patching.  
47  
48 D. Maintain excavations free of water.  
49  
50

51  
52  
53 3.03 CUTTING

- 54  
55 A. Execute cutting, fitting and adjustment of products to permit finished installation to comply with specified  
56 tolerances and finishes.

- 1  
2 B. Perform cutting and demolition by methods, which will prevent damage to other Work, and will provide  
3 proper surfaces to receive installation of repairs and new Work.  
4  
5 C. Uncover Work to install improperly sequenced Work.  
6  
7 D. Remove and replace defective, rejected or non-conforming Work.  
8  
9 E. Remove samples of installed Work for testing when requested.  
10  
11 F. Provide openings in the Work for penetration of Mechanical and Electrical Work.  
12  
13 G. Employ only experienced installers to perform cutting for weather exposed, moisture resistant and sight-  
14 exposed surfaces.  
15  
16 H. Cut concrete, tile plaster and other rigid materials using masonry/concrete saws and core drills.  
17 Pneumatic tools are not allowed without prior approval.  
18
- 19 3.04 PATCHING
- 20  
21 A. Execute patching to match adjacent Work.  
22  
23 B. Fit products together to integrate seamlessly with adjacent Work.  
24  
25 C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate  
26 surfaces to receive finishing Work.  
27  
28 D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-  
29 exposed surfaces.  
30  
31 E. Restore Work with new products in accordance with requirements of the Contract Documents.  
32  
33 F. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with  
34 approved fire rated material in accordance with the manufacturers installation instructions and applicable  
35 Codes.  
36  
37 G. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and  
38 leave in finished condition.  
39  
40 H. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and color.  
41 For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire  
42 unit or area.  
43  
44

END OF SECTION

