



**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:

July 14, 2016

SUBJECT: Splash Pad Expansion at Lake Skinner Recreation Area, Winchester, California – Approve Development Contract Documents and Authorization to Bid; Nothing Further is Required; District 3; [\$1,013,076]

RECOMMENDED MOTION: That the Board of Directors:

1. Finds that nothing further is required based on the findings incorporated in the District EA 10011 and the previously adopted Negative Declaration for the Day Use Area Improvements to the Lake Skinner Recreation Area;
2. Approve the Development Contract Documents, including the Plans and Specifications, for the Construction of Expansion and Improvements to the Splash Pad and Support Facilities at Lake Skinner Recreation Area;
3. Authorize the Clerk of the Board to advertise for bids to be received in the Clerk of the Board Office up to the hour of 2:00 pm, Wednesday, August 31, 2016, at which time bids will be opened; and

BACKGROUND:

Summary

(page 2)

Keith Herron

For: Scott Bangle
General Manager

2017-002D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,013,076	\$	\$ 1,013,076	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: DIF Funded CIP 33120

Budget Adjustment: NO

For Fiscal Year: 2016/17

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann

Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Ashley, seconded by Director Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2016
xc: Parks, COB, Recorder

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]

Deputy

Prev. Agn. Ref.: MO 13-1 9/22/15 / MO 13-3 05/12/09

District: 3

Agenda Number:

13-2D

☐ A-30

☐ Positions Added

☐ Change Order

☐ 4/5 Vote

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Construction of Expansion and Improvements to the Splash Pad and Support Facilities at Lake Skinner Recreation Area, Winchester, California – Approve Development Contract Documents and Authorization to Bid; Nothing Further is Required District 3; [\$1,013,076]

DATE: July 14, 2016

PAGE: 2 of 3

RECOMMENDED MOTION: (continued from page 1)

4. Direct the Clerk of the Board to file the Notice of Determination within five (5) working days of approval by the Board.

BACKGROUND:

Summary (continued)

In 2009, the District completed an improvement/expansion project that included walking trails, a large natural amphitheater, a themed splash pad/rock climbing area and improved parking facilities. The themed splash pad has proven to be a popular destination for day-use within the park. It is often at capacity and currently too small to safely accommodate its users.

On September 22, 2015, your honorable Board authorized an agreement between the Schmidt Group and the District for the design-development documents to expand the splash pad facility and other related improvements to the day-use area. The expansion will include the addition of: new water play areas; themed water play features; updated surfacing (including rubberized materials as well as textured and colored concrete) throughout the facility; expansion of water and filtration system all to expand capacity, durability and ease of maintenance. The project will include improved amenities to the perimeter of the splash pad areas with consistent existing themes. The project is within the available budget. The development documents are complete.

County Counsel has reviewed the Construction Bid Documents and approved as to form.

Impact on Citizens and Businesses

The expansion improvements to splash pad and surrounding area will provide the park patrons with a more functional and safe place to enjoy for many years to come.

CEQA

On May 12, 2009, by Minute Order 13.3 the Board adopted a Negative Declaration supported by District EA 10011 in compliance with Section 21152 of the California Public Resource Code for Expansion Improvements at Lake Skinner Recreation Area and a Notice of Determination was filed for the Day Use Area Improvements to the Lake Skinner Recreation Area Project. The Negative Declaration scope of study and environmental review included the removal of a "swim lagoon" and replacement a splash pad, parking, an amphitheater and trail development. This project proposes the expansion of the existing splash pad area without exceeding the limits of the original area of disturbance identified in the original environmental analysis. This action was reviewed and it was determined that it is consistent with the scope, analysis and findings of the District EA 10011 and supporting Negative Declaration adopted by the Board. No new environmental documentation is required because (a) the Project was adequately analyzed in the earlier adopted Negative Declaration and District EA 10011 (the "Documents") for the Day Use Area Improvements to the Lake Skinner Recreation Area Project pursuant to the applicable legal standards; (b) all potentially significant effects of the Project have been avoided or mitigated pursuant to that earlier Documents; (c) the Project will not result in any new significant environmental effects not identified in the earlier Documents; (d) the Project will not substantially increase the severity of the environmental effects identified in the Documents; and (e) no new mitigation measures have been identified.

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.**

FORM 11: Construction of Expansion and Improvements to the Splash Pad and Support Facilities at Lake Skinner Recreation Area, Winchester, California – Approve Development Contract Documents and Authorization to Bid; Nothing Further is Required District 3; [\$1,013,076]

DATE: July 14, 2016

PAGE: 3 of 3

Approving the plans and specifications for the construction of the improvements and the call for bids is an implementing action in furtherance of the Day Use Area Improvements to the Lake Skinner Recreation Area Project and is consistent with the characteristics evaluated in the Documents. Therefore, nothing further is required.

Attachments:

Plans and Specifications

Construction Bid Documents

Notice of Determination

To: Alex Gann
From: Marc Brewer

PKARC 0216

Bid
Documents
forthcoming.

**REQUEST FOR BIDS FOR
CONSTRUCTION IMPROVEMENTS
LAKE SKINNER RECREATION AREA
SPLASH PAD EXPANSION**

Lake Skinner Recreation Area
37701 Warren Road
Winchester, California 92596
July, 2016

FORM APPROVED COUNTY COUNSEL
BY: *mg* DATE _____
SYNTHIA M. GUNZEL



Prepared by:

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, California
(951) 955-4300 Fax (951) 955-1383

Scott Bangle
General Manager

RIVERSIDE COUNTY
Regional Park and Open Space District

NOTICE OF DETERMINATION

TO:

- ☐ Office of Planning and Research (OPR)
1400 Tenth Street, Room 121
Sacramento, CA 95814
- ☒ County Clerk
County of Riverside

FROM:

Riverside County Regional Park
and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

9/11/10
Date

Kb
Initial

SUBJECT: Filing of Notice of Determination in Compliance with Section 21152 of the California Public Resources Code.

N/A

Project Title: Construction Improvements Lake Skinner Recreation Area Splash Pad Expansion **Case Numbers:** NA

N/A
State Clearinghouse Number

Marc Brewer
Contact Person

(951) 955-4316
Area Code/No./Ext.

Project Applicant/Property Owner and Address: Riverside County Regional Park and Open-Space District, 4600 Crestmore Road, Jurupa Valley, CA 92509

Project Location: Lake Skinner Recreation area, 37701 Warren Road, Winchester CA

Project Description: Expand the water play area by adding themed splash pad and playground area with associated improvements as outline in the original plan for the day use area, addressed by EA 10011 and NOD and approved by the District's Board of Directors and County of Riverside 05-12-09 by Item 13.3

This is to advise that the Riverside County Board of Supervisors has approved the above-referenced project on February 23, 2010, and has made the following determinations regarding that project:

1. The project ☐ will, ☒ will not have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for the project and certified pursuant to the provisions of the California Environmental Quality Act. (\$ Fee)
☐ A Negative Declaration was prepared for the project pursuant to the provisions of the California Environmental Quality Act. (\$ Fee)
☒ The project was undertaken pursuant to and in conformity with Environmental Assessment "EA 10011" for which a certified Negative Declaration was adopted. All potentially significant effects for the project were adequately analyzed in the EA or Negative Declaration and were avoided or mitigated pursuant to that document. NO FURTHER ENVIRONMENTAL DOCUMENTATION IS REQUIRED (\$ Fee)
3. Mitigation Measures ☐ were, ☒ were not made a condition of the approval of the project.
4. Findings were made in accordance with Section 21081 of the California Public Resources Code.
5. A statement of Overriding Considerations ☐ , was, ☒ was not adopted for the project.
6. ☐ De Minimis finding ☒ was ☐ not made for the project in accordance with Section 711.4 of the California Fish and Game Code

This is to certify that the Environmental Documents, EA 10011 and NOD, are available to the general public at:
Riverside County Parks Department Headquarters, 4600 Crestmore Road, Riverside CA 92509

Signature: 

Title: Senior Park Planner

Date: 07-14-10

Print Name:

Marc Brewer

Board Agenda Item:

JUL 26 2010

13-2D

TO BE COMPLETED BY OPR
Date Received for Filing and
Posting at OPR:

FOR COUNTY CLERK'S USE ONLY

Reference the affected environmental assessment in the following format: "EA
12345". ***Please charge deposit fee case #:***

PKARC 0216

REQUEST FOR BIDS FOR CONSTRUCTION IMPROVEMENTS LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION

**Lake Skinner Recreation Area
37701 Warren Road
Winchester, California 92596
July, 2016**



Prepared by:

**Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, California
(951) 955-4300 Fax (951) 955-1383**

**Scott Bangle
General Manager**

PKARC 0216**REQUEST FOR BIDS FOR
CONSTRUCTION IMPROVEMENTS
LAKE SKINNER RECREATION AREA
SPLASH PAD EXPANSION****Lake Skinner Recreation Area**

37701 Warren Road

Winchester, California 92596

July, 2016



FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 7-21-16
SYNTHIA M. GUNZEL DATE

Prepared by:

Riverside County Regional Park and Open-Space District

4600 Crestmore Road

Jurupa Valley, California

(951) 955-4300 Fax (951) 955-1383

**Scott Bangle
General Manager**

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CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

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Appendix C		Lake Skinner Spray Ground Assessment and Recommendations	14 pages
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EXHIBITS			
1	CONSTRUCTION DOCUMENTS FOR DEVELOPMENT PLANS (REDUCED)		65 SHEETS
2	PROJECT ENVIRONMENTAL DOCUMENTS		40 PAGES

SECTION 1

NOTICE INVITING BIDS

SECTION 1

NOTICE INVITING BIDS

NOTICE INVITING BIDS

The Riverside County Regional Park and Open-Space District (DISTRICT) invites sealed bids for construction improvements for the Lake Skinner Recreation Area Splash Pad Expansion Project, located at 37701 Warren Road, Winchester, California 92595.

The DISTRICT has completed design-development for construction improvements to expand the themed splash pad facility and other related improvements to the day-use area. The expansion will include the addition of: new water play areas; themed water play features; up-dated surfacing (including rubberize materials as well as textured and colored concrete) throughout the facility; expansion of water and filtration system all to expand capacity, durability and ease of maintenance.

The project will also include improved amenities to the perimeter of the splash pad areas with consistent existing themes. These improvements are listed as ten (10) "Bid Alternates" including: Additives of the following: synthetic turf at upper splash pad, a pavilion/command center area, umbrellas at existing picnic tables, large splash pad concrete, painting and Deductives of the following: the relocation of features and replacement of a small circular play area, removal of another small play area, removal of features at upper picnic area, removal of features at lower splash area and replacement of rubberized play surfacing.

The performance period for this project including all project submittals, reviews, approvals and actual construction will last for **One Hundred Sixty(160) Calendars days**, including project completion, punch list and issuance of the Notice of Completion.

Pay applications will be tied to the successful completion of all activities in both parts of the contract including the timely submission of all paperwork.

Contractors submitting a bid for this project shall have an "A" General Engineering License, or "B" General Contractor License with the appropriate Licensed "C" Specialty subcontractors in the State of California. All Contractors whether General Engineering, General Contractor or subcontractor proposed in this bid must be appropriately and currently licensed by the State of California and registered with the California Department of Industrial Relations.

This project requires the payment of prevailing wages and certified payroll.

The awarded prime contractor shall post job site notices as prescribed by regulation starting as of January 1, 2015. Contractors and subcontractors shall furnish records specified in Labor Code Section 1776 to the Labor Commissioner.

Pursuant to Labor Code Section 1771.1, any contractors bidding and subcontractors to be listed on a bid proposal are subject to Public Contract Code Section 4104 and shall not be eligible to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No contractor or subcontractor may enter into a contract without proof of current registration to perform public works

The Bidder receiving the Award by the DISTRICT is required to comply with the provisions of the California Labor Code, including, without limitation, the requirements of California Labor Code Section 1720 et seq. requiring the payment of prevailing wages, submittal of payroll records, the training of apprentices and compliance with other applicable requirements. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. The wage determinations shall be included in the bid specifications. The Contractor shall post all pertinent wage determinations on the jobsite at all times.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the DISTRICT, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The DISTRICT shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified, the DISTRICT may hold sufficient funds to cover estimated wages and penalties under the contract pursuant to CA Labor Code 1771.6.

Pursuant to SB854, effective 1/1/2016, all project contractors will be required to additionally submit their certified payrolls to the Labor Commissioner's online portal. Refer to the Labor Compliance Packet for additional information.

Additional information is available from the Department of Industrial Relations web link:
<http://www.dir.ca.gov>

Complete Bidding Documents are available through ARC Reprographics (ARC) at 4295 Main St, Riverside, CA 92501, 951-686-0530, or online at riverside.digiprint@e-arc.co. Contact ARC for your specific order request. A fee will be charged for any copies of the Bidding Documents furnished to a bidder. Free viewing of documents is available on the ARC website.

Issuance of this Request for Bids and the administration of any subsequent contract will be performed by the DISTRICT. All inquiries regarding this Request for Bids must be in writing and faxed or emailed to:

**Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, CA 92509**

**Attention:
Michael Munoz Buyer II
Fax: 951-955-1383**

mmunoz@rivcoparks.org

See www.riversidecountyparks.org for DISTRICT information.

A mandatory pre-bid meeting will be held on August 17, 2016 at 10:00 A.M. at the existing splash pad site in the Day-use Area within the Lake Skinner Recreation Area. It is suggested the representative who attends the pre-bid meeting be an estimator, a project manager or a superintendent. Discussion will be held regarding the administration of this contract. It is important that

potential contractors understand the unique requirements of this project, how those requirements will affect their ability to perform in a satisfactory manner and how this will affect the bid amount.

Meeting will be held in the Day Use Area at the Lake Skinner Recreation Area where the existing splash pad is located. When you arrive, inform the staff at the entry that you are attending the pre-bid meeting for the Splash Pad Expansion at Lake Skinner Recreation Area project and ask them for directions to the meeting location. You will not be charged.

All questions regarding the documents should be directed to the DISTRICT. Bids must be in accordance with the Contract Documents.

All bids are due no later than **2:00 PM, Wednesday, August 31, 2016**, and shall be publicly opened promptly after that time. **Bids must be filed with the Riverside County Clerk of the Board, located at 4080 Lemon Street, 1st Floor, Riverside, California, 92501. Bids must be received by the Clerk of the Board by the bid closing time.** Bids sent by fax or email will not be accepted.

Kecia Harper-Ihem
Clerk to the Board of Directors

SECTION 2

INSTRUCTION TO BIDDERS

SECTION 2

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

For construction improvements for: the Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester, CA 92596

A. Form of Bid

The bid must be made on the attached Bid Form which must be completely filled in, sealed, dated and signed. If provision is made in the Bid Form for alternates, bids for all alternates must be submitted. The Bid Form must be accompanied by a 10% Bid Bond, using the form provided herein, or by certified or cashier's check payable to the DISTRICT in an amount not less than 10% of the amount bid (including all Bid Alternates). Signatures on the Bid Bond must be notarized. Bond shall be provided with an executed Power of Attorney issued by the surety.

B. Submission of Bid

The bid must be submitted in a sealed, opaque envelope (of any color). It must be marked "Bid Proposal for Construction Improvements to: **the Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 and must state the name and address of the submitting contractor. **The Bid Form shall not contain any erasures or interlineations. Failure to comply with this requirement may be cause for rejection of bid.** Each bid shall be signed by the person or persons authorized to bind the bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. Bids must be received by the time and at the place set forth in the Notice Inviting Bids.

C. Contract Documents

The complete Contract Documents are identified in the Agreement form. Bidders are cautioned that the successful bidder incurs duties and obligations under all of the Contract Documents and that they should not merely examine the plans and specifications in making their bid.

D. Contractor's License

A contractor submitting a bid for this project shall have a current **California Class "A" Engineering Contractor license or a Class "B" General Contractor license, with the appropriate Class "C" Specialty Class license(s), "C" license or demonstrated list Subcontractors holding the necessary class license will be accepted.** **All subcontractors** proposed in this bid must hold current and appropriate licenses issued by the State of California. **All contractors regardless of classification must be registered with the California Department of Industrial Relations.**

E. Interpretation of Documents

Discrepancies, omissions, ambiguities or requirements likely to cause disputes between parties or trades, and similar matters, shall be promptly brought to the attention of the DISTRICT. All interpretations of, or changes to, the Contract Documents shall be in writing only and issued by the DISTRICT in the form of a written addendum. No other interpretations or changes shall be valid or binding.

F. Addenda

DISTRICT reserves the right to issue addenda to the Contract Documents at any time prior to Seventy-Two (72) hours before the time set to open bids. No oral interpretations shall be made to any bidder as to the meaning of any document. Interpretations or changes, if any are made, shall be in written addendum form and sent to all bidders to whom Contract Documents have been issued (plan holders). Each potential bidder shall leave their name, phone number, fax number, mailing address and email address at ARC Reprographics (ARC) for the purpose of receiving addenda. To be considered as a plan holder Contractor must purchase Contract Documents from ARC.

It is the Contractor's responsibility to ensure that their contact information is given to ARC (see Notice Inviting Bids for ARC contact information) and that they are on ARC's plan holders list and to verify that Contractor has received ALL addenda prior to submitting a bid. This may be done by checking ARC's website or by calling ARC's Planwell Department.

ALL information regarding this bid shall be disseminated to Contractors through ARC ONLY. No other source is official or authorized.

ARC will email or fax notifications to all plan holders of any and all addenda available. Bids must list each and every addendum issued. If Contractor does not list all available addenda on their Bid Form, their bid will be rejected.

G. Inspection of the Site

Bidders must examine the site and fully inform themselves of all existing and expected conditions affecting the work. By submitting their bid, bidders warrant that they have made such site examination as is necessary to determine the condition of the site, its accessibility for materials, workers and utilities, and their ability to protect existing surface and subsurface improvements. No claim or allowance for additional time or money will be allowed due to failure of the Contractor to properly inspect the site.

The site is a public park available to Contractors during regular hours of 6:00 a.m. to sunset (unless you are camping there) seven (7) calendar days a week.

H. Qualification of Bidders

1. No bid will be accepted from a Contractor who is not properly or currently licensed and registered under the laws of California and by the State of California. A bid will not be accepted from a Contractor using subcontractors who are not properly licensed by and registered under the laws of the State of California. No award will be made to any Contractor who cannot (or will not) give satisfactory assurance to the DISTRICT of its ability to carry out the project, both from its financial standing and by reason of its previous experience as a contractor on similar work. A Contractor may be required to submit additional information regarding their financial standing and/or work performed by them previously of a similar nature.
2. Contractor is required to provide a current and complete list of all construction related litigation that their company has been involved in during the last ten years, including work that was performed by the Principal owners of the company under a different company name or as subcontractors.

3. In addition to satisfying the requirements of the Contract Documents, all work and materials shall strictly conform to all requirements of the latest addition Building Standards Administrative Code; Part 1, Title 24, CCR, 2001 California Building Code (CBC); Part 2, Title 24 CCR, 1997 Uniform Building Code Volumes 1-3 and 2001 California Amendments; Part 8, Title 24, 1998 California Historical Building Code, Appendix Chapter 1, Seismic Strengthening Provisions and 2001 California Amendments; Part 10, Title 24, 1997 Uniform Code for Building Conservation and 2001 California Amendments; the Standard Specifications for Public Works (Greenbook) Latest Edition, Riverside County Ordinance No. 457. In the event of a conflict, the stricter requirement shall apply.
4. All Contractors, when applicable, shall be verified for eligibility through the current U.S. Department of Housing and Urban Development (HUD) List of suspended or Ineligible Participants, and the General Services Administration's Consolidated List of Debarred, Suspended and Ineligible Contractors prior to being authorized to participate in this project.
5. A bid shall be rejected, and a bidder shall be disqualified to bid a DISTRICT project, if the bidder or any officer, manager, partner or shareholder of the bidder, within the eighteen-month period prior to the bid date, was an officer or employee of the DISTRICT.
6. By submitting bid, bidder acknowledges that this project requires comprehensive documentation for the duration of the contract and that payment for services is dependent on the timely submission of correct and complete documentation. In addition, bidder acknowledges that all project documentation, including payment applications, must be approved by the Project Manager consultant, the consultant inspector, the landscape architect and the DISTRICT.
7. By submitting bid, bidder indicates to DISTRICT that bidder has included ample and realistic administrative time in their bid. No additional payment will be awarded to Contractor for the creation or submission of required documentation including all schedules, material submittals, Request for Change Orders and all documents defined and required in the Agreement.
8. DISTRICT reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within ten (10) Calendar days of receipt of DISTRICT's request. Failure to do so may be treated by DISTRICT as grounds to reject Bidder's Bid. Failure by the DISTRICT to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

I. Disqualification of Bidders

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable ground for believing that any bidder has an interest in more than one proposal will cause rejection of all bids in which such bidder has an interest. If there

is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract or in future contracts.

If a bid is submitted that appears to be unrealistically low, bidder will be asked to submit supporting documentation to verify that their bid is complete.

J. Award of Contract

1. The DISTRICT reserves the right to reject any or all bids and to waive defects or irregularities.
2. The award of the contract, if awarded, will be based on the Total Amount (Total Amount is comprised of the Base Bid amount plus all of the Bid Alternates amounts). It will be awarded to the lowest responsive/responsible bidder whose bid complies with the requirements of the bidding documents. The award, if made, will be made within ninety (90) calendar days after the opening of the bids.
3. Within ten (10) working days of the date of the Notice of Acceptance of Bid and Intent to Award issued by the DISTRICT, the successful Contractor must submit a certificate of insurance, including required endorsements, which provides evidence that the bidding Contractor has insurance coverage that meets the requirements of General Conditions "Insurance Requirements" and "Indemnity and Hold Harmless" section. Failure to have complete insurance coverage in place and to provide all required certificates and endorsements within the specified ten (10) business day period will be grounds to declare the Bidder as non-compliant with the bid documents, rescinding the Notice of Acceptance, making a claim against the bid bond, and awarding to the second low Bidder, at the sole discretion of the DISTRICT.
4. Contractor will cooperate with the DISTRICT to verify that an apparent low bid is responsible by submitting all documentation requested by the DISTRICT for this purpose.
5. The DISTRICT reserves the right to accept any or all alternate bid items.
6. Following public opening and reading of Bids, the DISTRICT will issue a Notice of Intent to Award identifying the name of the Bidder to whom the DISTRICT intends to Award the Construction Contract. Such notice will be mailed to all Bidders submitting a Bid. The DISTRICT may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.
7. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the DISTRICT shall execute the Contract and return it to the DISTRICT within ten (10) Calendar days after issuance by DISTRICT to Bidder of the Construction Contract from the DISTRICT and prior to execution of the Construction Contract by DISTRICT.
8. Any Bidder submitting a Bid to the DISTRICT may file a protest of the DISTRICT's proposed Award of the Construction Contract provided that each and all of the following are complied with:
 - a. The bid protest is in writing.
 - b. The bid protest is both: Filed with and received by the Clerk of the Board at the

following address, 4080 Lemon St. 1st Floor Riverside, CA 92501, not more than five (5) Calendar days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as foretasted shall constitute grounds for the DISTRICT's denial of the bid protest without consideration of the grounds stated therein.

- c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
 - d. Provided that a bid protest is filed in conformity with the foregoing, the General Manager, or such individual(s) as may be designated by the General Manager, in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the General Manager or his/her designee shall be final, unless overturned by the Board of Directors.
9. The Contract shall not be binding upon the DISTRICT until it has been awarded by the Board of Directors for the DISTRICT and executed by the Chairman of the Board of Directors. A formal acceptance of a bid by the DISTRICT and the execution of an Agreement by the DISTRICT Board of Directors, at a meeting regularly called and held, will constitute an award of the contract. Thereafter, DISTRICT shall mail to the CONTRACTOR a Notice to Proceed (NTP) to the address listed by the CONTRACTOR on its bid. The NTP shall be deemed received the next Monday, Tuesday, Wednesday, Thursday or Friday after mailing which is not a full day holiday as listed in Section 6700 of the Government Code.

K. Return of Guarantee

Bid bonds or checks from unsuccessful bidders will be returned by mail to the addresses listed in their bids. The bid bond of the successful bidder will not be returned but will be exonerated by execution of the Agreement and the Payment and Performance Bonds. If the guarantee of the successful bidder is a check, it will be returned at the time a bid bond is exonerated.

L. Bonds

All bonds submitted by the CONTRACTOR for the project shall be issued by a surety admitted to issue such bonds in California carrying a rating of "A" or better in the current issue of "Best's Insurance Guide".

M. Period of Performance

The performance period for this project including all project submittals, reviews and actual construction will last for One Hundred Sixty (160) Calendar Days, including project completion, punch list and issuance of the Notice of Completion.

N. Liquidated Damages

It is agreed by the parties to the contract that time is of the essence and in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the DISTRICT and that it will be impractical and extremely difficult to ascertain and determine the actual damage which the DISTRICT will sustain in the event of, and by reason of, such delay. Therefore, it is agreed the successful bidder shall pay to the DISTRICT, as fixed and liquidated damages, and not as a penalty, a dollar sum in the amount of **Five Hundred Dollars (\$500)** per calendar day for each and every calendar day that delivery of complete project is in excess of the contract time stipulated. It is further agreed that in the event such damages are sustained by the DISTRICT, the DISTRICT shall deduct the amount thereof from any moneys due or that may become due to the CONTRACTOR under the contract.

SECTION 3

BID DOCUMENTS

SECTION 3

BID DOCUMENTS

BID FORM

To: The Governing Board of the Riverside County Regional Park and Open-Space District

Date: _____

Bidder: _____
(Full Legal Business Name)

NOTE: BID FORM includes pages 16-45. All pages of the bid form must be included in the bid package submitted to the Clerk of the Board.

The undersigned Bidder having carefully examined the site and the Contract Documents for the **“Construction Improvements to the Lake Skinner Recreation Area Splash Pad Expansion Project,** 37701 Warren Road, Winchester, CA 92596 hereby proposes to construct the work in accordance with the Contract Documents for the amount stated in this bid.

By submitting this bid, Bidder agrees and understands that:

1. If this bid is accepted, the CONTRACTOR submitting this bid will enter into a written contract with the DISTRICT.
2. The CONTRACTOR submitting this bid shall enter into such contract and accept the amount shown in this Bid Form as full and complete payment for the work done.
3. The CONTRACTOR shall commence/mobilize work within fifteen (15) calendar days of receiving a Notice to Proceed from the DISTRICT.
4. Any sub-tier contract signed by the CONTRACTOR and any subcontractor or any other party relating to this project must contain or incorporate the same terms as contained in the contract between the CONTRACTOR and the DISTRICT.
5. CONTRACTOR is required to provide a current list of all construction related litigation that their company has been part of during the last ten (10) years including work that was performed by the principal owner(s) of the company under a different company name or as a subcontractor.
6. CONTRACTOR must execute the Agreement and deliver the Contract, Performance Bond, Payment Bond and insurance certificates within ten (10) calendar days after the CONTRACTOR receives the Intent to Award letter.
7. CONTRACTOR must submit to the DISTRICT such additional information as DISTRICT may require in order determining whether its bid is the lowest responsive/responsible bid submitted. Additional information may include financial information for the CONTRACTOR's company, take-offs and other back-up work done by the CONTRACTOR to make their bid, resumes containing qualifications/experience for their employees, or any other information deemed necessary by the DISTRICT to determine CONTRACTOR's ability to responsibly perform the work.
8. The statements made in this bid are made under penalty of perjury.

9. Prices include all labor, materials, mobilization, fine grading and connection to existing rough-in electrical and water lines, electrical and plumbing installation.
10. Prices include all administrative costs associated with the submittal of documentation identified in and required by the Agreement.
11. Sums shall be expressed in a Bid in both words and figures. In the case of a discrepancy between amounts that are shown in both words and figures, the amount shown in words will take precedence.
12. Unit prices shown in the Bid Form shall be used for pricing changes in the work during construction.
13. All bids received by the DISTRICT are good for one hundred twenty (120) calendar days from the date of receipt.
14. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.
15. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
16. There are particular requirements for filling in the Bid Form. They are listed in Section 3 – Bid Form.

**IF THE DIRECTIONS GIVEN IN THESE NOTES ARE NOT FOLLOWED,
YOUR BID WILL BE REJECTED.**

A. BASE BID

Provide base bid scope in accordance with the Contract Documents for **the Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 price indicated below:

Is an additional sheet attached and a part of this Bid Form? Yes _____ No _____

BASE BID						
GENERAL						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
1	Mobilization	LS	1			
2	Provide and install SWPPP best management practices/ erosion control.	LS	1			
		Lump Sum		\$	\$	
						(In Figures)
(In Words)						

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

DEMOLITION						
3	Clear and grub including removal of resilient surfacing, concrete paving, synthetic turf, planting, etc and dispose off site.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
EARTHWORK						
4	Provide grading improvements per plans and specifications complete including remedial grading and over excavation and re-compaction per geotechnical report recommendations.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
STORM DRAIN SYSTEM						
5	Provide and install storm drain system per plans and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
SPLASH PAD MECHANICAL SYSTEM						
6	Provide and install balance tank, rain diverter replacement, eye washing enclosure, repaired nozzles and activators, equipment room improvements, including all piping, equipment, wiring, etc per plan and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
CONSTRUCTION ITEMS						
7	Provide and install concrete paving, natural gray per plans and specifications, complete.	LS	1			
8	Provide and install integral color concrete paving with gray cement and grace top cast finish at upper splash pad per plans and specifications, complete.	LS	1			
9	Provide and install integral color concrete paving, color: euroblue (cobalt) with white cement and grace top cast finish per plans and specifications, complete.	LS	1			

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

10	Provide and install integral color concrete paving, color: mesa buff with gray cement and grace top cast finish at lower splash pad plaza per plans and specifications, complete.	LS	1				
11	Provide and install integral color concrete paving, color: Yellow with white cement to match existing per plans and specifications, complete.	LS	1				
12	Provide and install rubberized play surfacing over existing base at climbing wall per plans and specifications, complete.	LS	1				
13	Provide and install integral color concrete accent walls with gray cement per plans and specifications, complete.	LS	1				
14	Provide and install concrete curbs per plans and specifications, complete.	LS	1				
15	Provide and install integral color concrete stairs including cheek walls, handrails, etc between splash pads per plans and specifications, complete.	LS	1				
16	Provide and install concrete stairs, retaining wall, handrails, guardrail, etc including modifications to existing climbing wall per plans and specifications, complete.	LS	1				
17	Provide and install ADA concrete ramps including handrails, etc per plans and specifications, complete.	LS	1				
18	Provide quotes etched into concrete per plans and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
SITE FURNISHINGS							
19	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	11				
21	Provide and install 46" picnic table per plans and specifications, complete.	EA	2				
21	Provide and install 46" ADA picnic table per plans and specifications, complete.	EA	1				
22	Provide and install trash receptacle per plans and specifications, complete.	EA	3				
23	Provide and install recycle receptacle per plans and specifications, complete.	EA	3				
24	Provide and install 96" bench per plans and specifications, complete.	EA	2				
				\$		\$	

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

		Lump Sum					
							(In Figures)
(In Words)							
PLAYGROUND EQUIPMENT							
25	Provide and install playground equipment, signage, synthetic turf and resilient surfacing at large playground per plans and specifications, complete.	LS	1				
26	Provide and install playground equipment, signage, and resilient surfacing at small playground per plans and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
IRRIGATION							
27	Provide and install irrigation system modifications per plans and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
PLANTING							
28	Provide and install planting including topsoil, root barrier, etc per plans and specifications, complete.	LS	1				
29	Provide landscape maintenance/ establishment per plans and specifications, complete.	Month	4				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
SUB-TOTAL OF ITEMS 1 THROUGH 28:							
							(In Figures)
(In Words)							
5% CONTINGENCY:							
							(In Figures)
(In Words)							
TOTAL BASE BID Price (INCLUDING CONTINGENCY):							
							(In Figures)
(In Words)							

B. BID ALTERNATE(S)

1. **Bid Alternate No. 1: "Additive"** Synthetic turf at upper splash pad:
The contractor shall remove and replace existing with like synthetic turf surfacing at upper splash pad per plans and specifications.
2. **Bid Alternate No. 2: "Deductive"** Small circular play area:
The contractor shall install new LSI Music Rhapsody, relocate existing Music Play and install concrete paving in-place of Net Climber and resilient surfacing, etc at small play pad per plans and specifications.
3. **Bid Alternate No. 3: "Additive"** Command Center Area:
The contractor shall replace existing turf area with custom Polygon structure with concrete pad, stairs, and concrete path; shall provide electrical conduit connection and hookup for lighting; irrigation adjustments and repair and new planting per plans and specifications.
4. **Bid Alternate No. 4: "Additive"** Umbrellas at existing picnic tables:
The contractor shall install new umbrellas to existing picnic tables per plan specification.
5. **Bid Alternate No. 5: "Additive"** Large splash pad concrete:
The contractor shall install white cement integral color concrete in-place of grey cement integral color concrete at upper splash pad per plans and specifications.
6. **Bid Alternate No. 6: "Additive"** Re-paint "the splash zone" entry sign:
The contractor shall repaint bright yellow "The Splash Zone" entry sign by applying primer and exterior coating(s) to the existing sign per plan and specification.
7. **Bid Alternate No. 7: "Deductive"** Remove small circular play area:
The contractor shall replace small circular play area with concrete sidewalk and planting per plan and specification.
8. **Bid Alternate No. 8: "Deductive"** Remove umbrellas, picnic tables, and receptacles at upper picnic area:
The contractor shall replace small circular play area with concrete sidewalk and planting per plan and specification.
9. **Bid Alternate No. 9: "Deductive"** Remove two umbrellas and three accent walls at picnic area expansion at lower splash pad:
The contractor shall replace three accent walls with integral color concrete at picnic area expansion at lower splash pad per plan and specification. The contractor shall remove two decorative metal umbrellas plan and specification.
10. **Bid Alternate No. 10: "Deductive"** Replace rubberized play surfacing with Fibar
The contractor shall replace portion of rubberized play surfacing with Fibar (engineered wood fiber) per plan and specification.

BID ALTERNATE #1: SYNTHETIC TURF AT UPPER SPLASH PAD "Additive"						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
30A	Remove existing synthetic turf per plans and specifications and dispose off site.	LS	1			
30B	Provide and install synthetic turf per plans and specifications, complete.	LS	1			
30		Lump Sum		\$		\$
						(In Figures)
(In Words)						

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

BID ALTERNATE #2: SMALL CIRCULAR PLAY AREA "Deductive"						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
31A	Delete net climber, resilient surfacing, concrete base, etc per plans and specifications, complete.	LS	1		()	()
31B	Provide and install new LSI music rhapsody, relocate existing music play, install integral color concrete paving, etc per plan and specifications, complete.	LS	1			
31		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #3: COMMAND CENTER AREA "Additive"						
32	Clear and grub turf, irrigation, etc and provide and install shade structure including lighting, concrete paving, stairs, mow curb, handrails, planting, root barrier, irrigation, soil import, grading, etc per plans and specifications, complete.	LS	1			
		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #4: UMBRELLAS AT EXISTING PICNIC TABLES "Additive"						
33	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	4			
		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
BID ALTERNATE #5: SPLASH PAD CONCRETE "Additive"						
34A	Delete integral color concrete with gray cement at upper splash pad per plans and specifications, complete.	LS	1		()	()
34B	Provide and install integral color concrete with white cement at upper splash pad per plans and specifications, complete.	LS	1			
34		Lump Sum		\$	\$	
						(In Figures)
(In Words)						

BID ALTERNATE #6: RE-PAINT "THE SPLASH ZONE" ENTRY SIGN "Additive"

35	Repaint "The Splash Zone" entry sign per plans and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							

BID ALTERNATE #7: REMOVE SMALL CIRCULAR PLAY AREA "Deductive"

36A	Delete small circular play area per plans and specifications, complete.	LS	1		()		()
36B	Provide and install concrete paving, planting, irrigation, etc per plans and specifications, complete.	LS	1				
36		Lump Sum		\$		\$	
							(In Figures)
(In Words)							

BID ALTERNATE #8: REMOVE UMBRELLAS, PICNIC TABLES, & RECEPTACLES "Deductive"

37A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	3		()		()
37B	Remove picnic tables per plans and specifications, complete.	EA	3		()		()
37C	Remove trash and recycled receptacles per plans and specifications, complete.	EA	6		()		()
37		Lump Sum		\$		\$	
							(In Figures)
(In Words)							

BID ALTERNATE #9: REMOVE UMBRELLAS AND ACCENT WALLS "Deductive"

38A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	2		()		()
38B	Remove accent walls per plans and specifications, complete.	LS	1		()		()
38C	Provide and install integral color concrete paving per plans and specifications, complete.	LS	1				
38		Lump Sum		\$		\$	
							(In Figures)
(In Words)							

BID ALTERNATE #10: REPLACE RUBBERIZED SURFACING WITH FIBAR "Deductive"

39A	Remove rubberized surfacing per plans and specifications, complete.	LS	1		()	()
39B	Provide and install Fibar (engineered wood fiber) per plans and specifications, complete.	LS	1			
39		Lump Sum		\$		\$
						(In Figures)
(In Words)						
SUB-TOTAL OF ITEMS 30 THROUGH 39:						
						(In Figures)
(In Words)						

TOTAL BID

BID ITEMS	COST
Base Bid:	
Bid Alternate #1:	
Bid Alternate #2:	
Bid Alternate #3:	
Bid Alternate #4:	
Bid Alternate #5:	
Bid Alternate #6:	
Bid Alternate #7:	
Bid Alternate #8:	
Bid Alternate #9:	
Bid Alternate #10:	
GRAND TOTAL OF BASE BID AND ALL BID ALTERNATES:	
	(In Figures)
(In Words)	

NOTE: Lowest responsive/responsible bidder will be based on the sum total of the Total Bid (the Base Bid and including all items in the Bid Alternates).

2. DESIGNATION OF SUBCONTRACTORS

Bidder submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of ½ of 1% of the total bid. Additional information requested by DISTRICT must be provided by bidder.

PORTION OF THE WORK (Define Type of Work)	SUBCONTRACTOR NAME <u>AND</u> LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	<u>PHONE</u> FAX
			Ph:
			Fax:
			Ph:
			Fax:
			Ph:
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CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

PORTION OF THE WORK (Define Type of Work)	SUBCONTRACTOR NAME AND LICENSE NUMBER AND DIR REGISTRATION NUMBER	ADDRESS	<u>PHONE</u> FAX
			Ph:
			Fax:
			Ph:
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3. ADDENDA

Bidder acknowledges receipt of the following addenda:

4. SITE INSPECTION

Person who inspected the site on behalf of the bidder:

NAME: _____

TITLE: _____

DATE OF INSPECTION: _____

5. PROJECTS OF SIMILAR NATURE

List five (5) projects of a similar nature completed by bidder. Similar nature will include projects with a listing of elements summarizing the project being bid. Each project does not need to include all of the features listed above, but all five (5) projects should include most of the features listed. **IT IS REQUIRED THAT CONTRACTOR, AND/OR CONTRACTOR'S SUB-CONTRACTOR, HAVE PREVIOUS EXPERIENCE WORKING ON SPLASH PADS and PARK RELATED PROJECTS.**

CONTRACTOR must give current owner name, address and telephone number for each of the ten projects of a similar nature. **If references for the five (5) projects on the list, cannot be verified the bid may be rejected. Attach additional page if needed.**

PROJECT NAME	PROJECT ADDRESS	OWNERS NAME	OWNERS PHONE/FAX
1.			Ph:
			Fax:
2.			Ph:
			Fax:

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3.			Ph:
			Fax:
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6.			Ph:
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7.			Ph:
			Fax:
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9.			Ph:
			Fax:
10.			Ph:
			Fax:

6. Additional Pages:

CONTRACTOR has attached the following additional pages to this bid form:

7. LICENSE AND REGISTRATION

Bidders are required to hold a current Class A license or Class B license with appropriate subcontractors issued by the State of California. Bidder currently has the following license(s):

License Class: _____

License No: _____

Expiration Date: _____

Registration Number: _____

8. BIDDER DATA:

Full legal name of firm: _____

Name under which firm
does business: _____

Address: _____

Phone: _____

Fax: _____

Type of Organization (corporation, partnership, etc.):

9. BIDDER SIGNATURE

Signature: _____

Name: _____

Title: _____

Date: _____

BID BOND

1. _____, hereafter called
"CONTRACTOR", has submitted its bid to **Riverside County Regional Park and Open-Space District**,
hereafter called "**DISTRICT**," for the construction referred to generally as the **CONSTRUCTION
IMPROVEMENTS TO LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION PROJECT,
37701 WARREN ROAD, WINCHESTER, CA 92596**, in accordance with the Notice Inviting Bids from
DISTRICT dated July, 2016
2. _____, hereafter called "Surety",
is the surety of this bond.

Agreement:

We, CONTRACTOR as principal and Surety as surety, jointly and separately agree and state as follows:

- A. The amount of the obligation of this bond is 10% of the amount of CONTRACTOR's bid and inures to the benefit of DISTRICT.
- B. This bond is exonerated by: (1) DISTRICT rejecting CONTRACTOR's bid; or, (2) if CONTRACTOR's bid is accepted, CONTRACTOR executes the Agreement and furnishes the required bonds. Otherwise, it remains in full force and effect for the recovery of loss, damage and expense of DISTRICT resulting from failure of CONTRACTOR to act as agreed to in its bid.
- C. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which DISTRICT may accept the bid and waives notice of any such extension.
- D. This bond is binding upon the heirs, executors, administrators, successors and assigns of CONTRACTOR and Surety.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments**SURETY****CONTRACTOR**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**AFFIDAVIT FOR INDIVIDUAL CONTRACTOR'S
NON-COLLUSION**

I, being first duly sworn, deposes and says:

That he or she is the party making the 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 the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Regional Park and Open-Space District or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Subscribed and sworn to before me

this _____ day of _____, 20____.

Signature and stamp of Notary
administering oath

**AFFIDAVIT FOR CORPORATE CONTRACTOR
NON-COLLUSION**

I, _____, being first duly sworn, deposes
and says:

That he or she is _____ of

a corporation which is 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 the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Regional Park and Open-Space District, or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Signature and stamp of Notary
administering oath

**AFFIDAVIT FOR JOINT VENTURE OR CO-PARTNERSHIP CONTRACTOR
NON-COLLUSION**

I, _____, being first duly sworn, deposes
and says:

That he or she is a member of the joint venture or co-partnership firm designated as

which is the party making the 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 the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the Riverside County Regional Park and Open-Space District, or anyone interested in the proposed contract; that all statements contained in the bid are true; and 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 person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That he/she has been and is duly vested with authority to make and sign instruments for the joint venture or co-partnership by

who constitute the other members of the joint venture or co-partnership.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Subscribed and sworn to before me

this _____ day of _____, 20____.

Signature and stamp of Notary
administering oath

Iran Contracting Act Certification

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a DISTRICT contract for goods or services of \$1,000,000 or more, a CONTRACTOR must either:

a) Certification:

Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 calendar days or more, if that other person 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;

OR

b) Exemption:

Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: 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. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 calendar days or more, if that other person/vendor 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.

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

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/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>Contractor 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>	

SECTION 4

CONSTRUCTION CONTRACT AND RELATED DOCUMENTS

SECTION 4

CONSTRUCTION CONTRACT AND RELATED DOCUMENTS

SAMPLE CONSTRUCTION CONTRACT

This Construction Contract is entered into at Riverside, California on _____, and is between the **Riverside County Regional Park and Open-Space District, a special district**, thereafter called "**DISTRICT**" and _____, a _____, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to DISTRICT its bid for the Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596 hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and DISTRICT has accepted said bid.
2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.
3. Contract Documents: The entire contract consists of the following:
 - a. This Construction Contract;
 - b. The Notice Inviting Bids for the Request for Bids for the Construction Improvements to "Lake Skinner Recreation Area Splash Pad Project, 37701 Warren Road, Winchester Ca. 92596"
 - c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements, all applicable DISTRICT, State and Federal requirements for the project;
 - d. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
 - e. Any change orders issued for the project;
 - f. Any additional or supplemental specifications or drawings issued for the project; and
 - g. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the DISTRICT.

5. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

CONSTRUCTION IMPROVEMENTS, LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**A. BASE BID**

Provide base bid scope in accordance with the Contract Documents for the **Lake Skinner Recreation Area Splash Pad Expansion Project**, 37701 Warren Road, Winchester, CA 92596 for the sum total(s) price indicated below:

Is an additional sheet attached and a part of this Bid Form? Yes _____ No _____

BASE BID						
GENERAL						
Item No.	Bid Item	Unit	Qty		Unit Price	Sub-total
1	Mobilization	LS	1			
2	Provide and install SWPPP best management practices/ erosion control.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
DEMOLITION						
3	Clear and grub including removal of resilient surfacing, concrete paving, synthetic turf, planting, etc and dispose off site.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
EARTHWORK						
4	Provide grading improvements per plans and specifications complete including remedial grading and over excavation and re-compaction per geotechnical report recommendations.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
STORM DRAIN SYSTEM						
5	Provide and install storm drain system per plans and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

(In Words)							
SPLASH PAD MECHANICAL SYSTEM							
6	Provide and install balance tank, rain diverter replacement, eye washing enclosure, repaired nozzles and activators, equipment room improvements, including all piping, equipment, wiring, etc per plan and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
CONSTRUCTION ITEMS							
7	Provide and install concrete paving, natural gray per plans and specifications, complete.	LS	1				
8	Provide and install integral color concrete paving with gray cement and grace top cast finish at upper splash pad per plans and specifications, complete.	LS	1				
9	Provide and install integral color concrete paving, color: euroblue (cobalt) with white cement and grace top cast finish per plans and specifications, complete.	LS	1				
10	Provide and install integral color concrete paving, color: mesa buff with gray cement and grace top cast finish at lower splash pad plaza per plans and specifications, complete.	LS	1				
11	Provide and install integral color concrete paving, color: Yellow with white cement to match existing per plans and specifications, complete.	LS	1				
12	Provide and install rubberized play surfacing over existing base at climbing wall per plans and specifications, complete.	LS	1				
13	Provide and install integral color concrete accent walls with gray cement per plans and specifications, complete.	LS	1				
14	Provide and install concrete curbs per plans and specifications, complete.	LS	1				
15	Provide and install integral color concrete stairs including cheek walls, handrails, etc between splash pads per plans and specifications, complete.	LS	1				
16	Provide and install concrete stairs, retaining wall, handrails, guardrail, etc including modifications to existing climbing wall per	LS	1				

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

	plans and specifications, complete.					
17	Provide and install ADA concrete ramps including handrails, etc per plans and specifications, complete.	LS	1			
18	Provide quotes etched into concrete per plans and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
SITE FURNISHINGS						
19	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	11			
21	Provide and install 46" picnic table per plans and specifications, complete.	EA	2			
21	Provide and install 46" ADA picnic table per plans and specifications, complete.	EA	1			
22	Provide and install trash receptacle per plans and specifications, complete.	EA	3			
23	Provide and install recycle receptacle per plans and specifications, complete.	EA	3			
24	Provide and install 96" bench per plans and specifications, complete.	EA	2			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
PLAYGROUND EQUIPMENT						
25	Provide and install playground equipment, signage, synthetic turf and resilient surfacing at large playground per plans and specifications, complete.	LS	1			
26	Provide and install playground equipment, signage, and resilient surfacing at small playground per plans and specifications, complete.	LS	1			
		Lump Sum		\$		\$
						(In Figures)
(In Words)						
IRRIGATION						
27	Provide and install irrigation system modifications per plans and specifications, complete.	LS	1			
		Lump		\$		\$

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

		Sum					
							(In Figures)
(In Words)							
PLANTING							
28	Provide and install planting including topsoil, root barrier, etc per plans and specifications, complete.	LS	1				
29	Provide landscape maintenance/ establishment per plans and specifications, complete.	Month	4				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
SUB-TOTAL OF ITEMS 1 THROUGH 28:							
							(In Figures)
(In Words)							
5% CONTINGENCY:							
							(In Figures)
(In Words)							
TOTAL BASE BID Price (INCLUDING CONTINGENCY):							
							(In Figures)
(In Words)							

B. BID ALTERNATE(S)**1. Bid Alternate No. 1: "Additive"**
Synthetic turf at upper splash pad:

The contractor shall remove and replace existing with like synthetic turf surfacing at upper splash pad per plans and specifications.

2. Bid Alternate No. 2: "Deductive"
Small circular play area:

The contractor shall install new LSI Music Rhapsody, relocate existing Music Play and install concrete paving in-place of Net Climber and resilient surfacing, etc at small play pad per plans and specifications.

3. Bid Alternate No. 3: "Additive"
Command Center Area:

The contractor shall replace existing turf area with custom Polygon structure with concrete pad, stairs, and concrete path; shall provide electrical conduit connection and

hookup for lighting; irrigation adjustments and repair and new planting per plans and specifications.

4. Bid Alternate No. 4: "Additive"

Umbrellas at existing picnic tables:

The contractor shall install new umbrellas to existing picnic tables per plan specification.

5. Bid Alternate No. 5: "Additive"

Large splash pad concrete:

The contractor shall install white cement integral color concrete in-place of grey cement integral color concrete at upper splash pad per plans and specifications.

6. Bid Alternate No. 6: "Additive"

Re-paint "the splash zone" entry sign:

The contractor shall repaint bright yellow "The Splash Zone" entry sign by applying primer and exterior coating(s) to the existing sign per plan and specification.

7. Bid Alternate No. 7: "Deductive"

Remove small circular play area:

The contractor shall replace small circular play area with concrete sidewalk and planting per plan and specification.

8. Bid Alternate No. 8: "Deductive"

Remove umbrellas, picnic tables, and receptacles at upper picnic area:

The contractor shall replace small circular play area with concrete sidewalk and planting per plan and specification.

9. Bid Alternate No. 9: "Deductive"

Remove two umbrellas and three accent walls at picnic area expansion at lower splash pad:

The contractor shall replace three accent walls with integral color concrete at picnic area expansion at lower splash pad per plan and specification. The contractor shall remove two decorative metal umbrellas plan and specification.

10. Bid Alternate No. 10: "Deductive"

Replace rubberized play surfacing with Fibar

The contractor shall replace portion of rubberized play surfacing with Fibar (engineered wood fiber) per plan and specification.

BID ALTERNATE #1: SYNTHETIC TURF AT UPPER SPLASH PAD "Additive"					
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

30A	Remove existing synthetic turf per plans and specifications and dispose off site.	LS	1				
30B	Provide and install synthetic turf per plans and specifications, complete.	LS	1				
30		Lump Sum			\$	\$	
							(In Figures)
(In Words)							
BID ALTERNATE #2: SMALL CIRCULAR PLAY AREA "Deductive"							
Item No.	Bid Item	Unit	Qty		Unit Price		Sub-total
31A	Delete net climber, resilient surfacing, concrete base, etc per plans and specifications, complete.	LS	1		()		()
31B	Provide and install new LSI music rhapsody, relocate existing music play, install integral color concrete paving, etc per plan and specifications, complete.	LS	1				
31		Lump Sum			\$	\$	
							(In Figures)
(In Words)							
BID ALTERNATE #3: COMMAND CENTER AREA "additive"							
32	Clear and grub turf, irrigation, etc and provide and install shade structure including lighting, concrete paving, stairs, mow curb, handrails, planting, root barrier, irrigation, soil import, grading, etc per plans and specifications, complete.	LS	1				
		Lump Sum			\$	\$	
							(In Figures)
(In Words)							
BID ALTERNATE #4: UMBRELLAS AT EXISTING PICNIC TABLES "Additive"							
33	Provide and install decorative metal umbrellas per plans and specifications, complete.	EA	4				
		Lump Sum			\$	\$	
							(In Figures)
(In Words)							
BID ALTERNATE #5: SPLASH PAD CONCRETE "Additive"							
34A	Delete integral color concrete with gray cement at upper splash pad per plans and specifications, complete.	LS	1		()		()
34B	Provide and install integral color concrete with white cement at upper splash pad per plans and specifications, complete.	LS	1				

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

34		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
BID ALTERNATE #6: RE-PAINT "THE SPLASH ZONE" ENTRY SIGN "Additive"							
35	Repaint "The Splash Zone" entry sign per plans and specifications, complete.	LS	1				
		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
BID ALTERNATE #7: REMOVE SMALL CIRCULAR PLAY AREA "Deductive"							
36A	Delete small circular play area per plans and specifications, complete.	LS	1		()		()
36B	Provide and install concrete paving, planting, irrigation, etc per plans and specifications, complete.	LS	1				
36		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
BID ALTERNATE #8: REMOVE UMBRELLAS, PICNIC TABLES, & RECEPTACLES "Deductive"							
37A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	3		()		()
37B	Remove picnic tables per plans and specifications, complete.	EA	3		()		()
37C	Remove trash and recycled receptacles per plans and specifications, complete.	EA	6		()		()
37		Lump Sum		\$		\$	
							(In Figures)
(In Words)							
BID ALTERNATE #9: REMOVE UMBRELLAS AND ACCENT WALLS "Deductive"							
38A	Remove decorative metal umbrellas per plans and specifications, complete.	EA	2		()		()
38B	Remove accent walls per plans and specifications, complete.	LS	1		()		()
38C	Provide and install integral color concrete paving per plans and specifications, complete.	LS	1				
38		Lump Sum		\$		\$	
							(In Figures)
(In Words)							

CONSTRUCTION IMPROVEMENTS LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

BID ALTERNATE #10: REPLACE RUBBERIZED SURFACING WITH FIBAR "Deductive"						
39A	Remove rubberized surfacing per plans and specifications, complete.	LS	1	()	()	
39B	Provide and install Fibar (engineered wood fiber) per plans and specifications, complete.	LS	1			
39		Lump Sum		\$	\$	
						(In Figures)
(In Words)						
SUB-TOTAL OF ITEMS 30 THROUGH 39:						
						(In Figures)
(In Words)						

TOTAL BID

BID ITEMS	COST
Base Bid:	
Bid Alternate #1:	
Bid Alternate #2:	
Bid Alternate #3:	
Bid Alternate #4:	
Bid Alternate #5:	
Bid Alternate #6:	
Bid Alternate #7:	
Bid Alternate #8:	
Bid Alternate #9:	
Bid Alternate #10:	
GRAND TOTAL OF BASE BID AND ALL BID ALTERNATES:	
	(In Figures)
(In Words)	

NOTE: Lowest responsive/responsible bidder will be based on the sum total of the Total Bid (the Based Bid and including all items in the Bid Alternates).

The parties have executed this agreement as of the date set forth on Page 1 of this Construction Contract.

CONTRACTOR:

COMPANY NAME: _____

BY: _____

NAME: _____

TITLE: _____

OWNER:
RIVERSIDE COUNTY REGIONAL PARK and
OPEN-SPACE DISTRICT

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: _____
Kevin Jefferies
Chairman
Board of Directors

By: _____
Synthia M. Gunzel
Deputy County Counsel

DATE: _____

DATE: _____

ATTEST:
CLERK OF THE BOARD
KECIA HARPER-IHEM

By: _____
Deputy

PAYMENT BOND

The makers of this bond are _____, as Principal and CONTRACTOR, and _____, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated _____, between Principal and the **Riverside, County Regional Park and Open-Space District**, hereafter called "DISTRICT", for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT (100%) OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the consisting of the **Construction Improvements to: Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments**SURETY**

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PERFORMANCE BOND

The makers of this bond, _____, as Principal and CONTRACTOR, and _____, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "**DISTRICT**", in the sum of \$ _____ (100% estimated total contract price) 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 condition of this obligation is such that the Principal entered into a certain contract with DISTRICT dated _____, for the public work generally consisting **of the Construction Improvements to: "Lake Skinner Recreation Area Splash Pad Expansion Project, 37701 Warren Road, Winchester Ca. 92596"** accordance with the Contract Documents.

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made to void this obligation, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, and change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments**SURETY****CONTRACTOR**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

DIVISION 01

General Requirements

Section	Description	Sheet
01 10 00	Summary	4
01 23 00	Alternates	2
01 25 00	Substitution Procedures	4
01 31 00	Project Management and Coordination	8
01 32 33	Photographic Documentation	4
01 33 00	Submittal Procedures	9
01 40 00	Quality Requirements	10
01 50 00	Temporary Facilities and Controls	7
01 56 39	Temporary Tree and Plant Protection	8
01 73 00	Execution	9
01 74 19	Construction Waste Management and Disposal	6
01 77 00	Closeout Procedures	5
01 78 39	Project Record Documents	4

DIVISION 01

General Requirements

Section	Description	Sheet
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01 56 39	Temporary Tree and Plant Protection	8
01 73 00	Execution	9
01 74 19	Construction Waste Management and Disposal	6
01 77 00	Closeout Procedures	5
01 78 39	Project Record Documents	4

SECTION 01 10 00 - SUMMARY**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Work restrictions.
 - 5. Specification and drawing conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: Lake Skinner County Park
 - 1. Project Location: 37701 Warren Rd, Winchester, CA 92596
- B. Owner:
 - 1. Riverside County Parks and Open-space District
4600 Crestmore Road
Riverside, CA 92509
 - 2. Owner's Representative: Yun Baird – (951) 955-6515.
- C. Landscape Architect:
 - 1. Schmidt Design Group, Inc.
Jeff Justus – Principal
Nate Magnusson – Senior Project Manager
1111th Ave. Suite 500
San Diego, CA 92101. (619) 236-1462
- D. Landscape Architect's Consultants: The Landscape Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
 - 1. BWE (Civil & Structural Engineer)
Ambrose Wong, Joe Roen, Mark Batten
9449 Balboa Avenue, Suite 270

CONSTRUCTION IMPROVEMENTS: LAKE SKINNER RECREATION AREA SPLASH PAD EXPANSION

RIVERSIDE REGIONAL PARK AND OPEN-SPACE DISTRICT

Schmidt Design Group

Project No. 15-409

San Diego, CA 92123

(619) 299-5550

2. Alagia Engineering (Electrical Engineer)

Neal Alagia

17743 Del Paso Drive

Poway, CA 92064

(858) 746-7414

3. California Waters (Aquatic Consultant)

Mark Pitman

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1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Expansion and construction of a public park:

- a. Drainage & Grading
- b. Retaining Walls
- c. Interactive Splash Pad
- d. Pedestrian Paving
- e. Tot Lots (2-5 & 5-12 age groups)
- f. Site Electrical and Lighting
- g. Site Furnishings
- h. Shade Structure(s)
- i. Soil Preparation/Finish Grading
- j. Planting & Irrigation
- k. Turf areas

- B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
2.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work normal business working hours of 7 a.m. to 6 p.m., Monday through Friday, unless otherwise indicated.
 1. Weekend Hours: 8:00 AM to 5:00 PM.
 2. Early Morning Hours: 7:00 AM.
 3. Hours for Utility Shutdowns: 6:00 AM to 2:30 PM.
 4. Hours for Core Drilling and other noisy activities: 7:00 AM to 7:00 PM.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Construction Manager & Owner not less than two Insert number days in advance of proposed utility interruptions.
 2. Obtain Construction Manager's & Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner, Construction Manager, & adjacent apartment complex property representative not less than two days in advance of proposed disruptive operations.
 2. Obtain Construction Manager's & Owner's written permission before proceeding with disruptive operations.
- E. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 23 00 - ALTERNATES**PART 4 - GENERAL****4.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

4.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

4.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

4.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 5 - PRODUCTS (Not Used)**PART 6 - EXECUTION****6.1 SCHEDULE OF ALTERNATES**

Alternate No. 1: Remove and replace existing synthetic turf surfacing at upper splash pad. (Base Bid: no changes to existing synthetic turf area. Alternate No. 1 includes but not limited to Contractor to remove existing synthetic turf and base and replacing with new synthetic turf with base; product and area per plan).

Alternate No. 2: Playground option A (Base bid to provide LSI Net Climber to smaller play pad. Alternate No. 2 includes but not limited to Contractor installing new LSI Music Rhapsody and relocating existing Music Play; both to be installed in-place of Net Climber at smaller play pad).

Alternate No. 3: Command Center (Base Bid: no changes to existing turf area. Alternate No. 3 includes but not limited to Contractor to replace existing turf area with Custom Polygon Structure with concrete pad, stairs, and concrete path; to provide electrical conduit connection and hookup for lighting; irrigation adjustments and repair and new planting per plan).

Alternate No. 4: Provide umbrellas at existing picnic tables. (Base Bid: no change to existing tables. Alternate No. 4 includes but not limited to Contractor installing new umbrellas to existing picnic tables per plan).

Alternate No. 5: Integral color grey concrete in place of white cement at splash pad (Base Bid: Contractor to install integral color concrete in natural grey and white cement at splash pad area per plan. Alternate No. 5 includes but not limited to Contractor installing integral color white cement concrete in-place of integral color natural grey cement in area per plan).

Alternate No. 6: Re-paint "the splash zone" entry sign bright yellow per plans. (Base Bid: no change to existing sign. Alternate No. 6 includes but not limited to Contractor applying primer and exterior coating(s) to existing sign).

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 7 - GENERAL

7.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

7.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

7.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
- B. Action Submittals: Written and graphic information and physical samples that require Landscape Architect's and Owner's Representative's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- C. Informational Submittals: Written and graphic information and physical samples that do not require Landscape Architect's and Owner's Representative's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- D. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- E. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

7.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of Landscape Architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Landscape Architect's Action: If necessary, Landscape Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Landscape Architect will notify Contractor through Owner's Representative

of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Forms of Acceptance: Change Order, Construction Change Directive, or Landscape Architect's Supplemental Instructions for minor changes in the Work.
- b. Use product specified if Landscape Architect does not issue a decision on use of a proposed substitution within time allocated.

7.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

7.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 8 - PRODUCTS

8.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 1. Conditions: Landscape Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Landscape Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.

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- i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 9 - EXECUTION (Not Used)

END OF SECTION 01 25 00

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 10 - GENERAL

10.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

10.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

10.3 DEFINITIONS

- A. RFI: Request from Owner, Owner's Representation, Landscape Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

10.4 INFORMATIONAL SUBMITTALS

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

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10.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

10.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Landscape Architect will return RFIs submitted to Landscape Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Landscape Architect and Owner's Representative.
 - 6. RFI number, numbered sequentially.

7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Landscape Architect.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Landscape Architect's and Owner's Representative Action: Landscape Architect and Owner's Representative will review each RFI, determine action required, and respond. Allow seven working days for Landscape Architect's response for each RFI. RFIs received by Landscape Architect or Owner's Representative after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Landscape Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Landscape Architect's action may include a request for additional information, in which case Landscape Architect's time for response will date from time of receipt of additional information.
 3. Landscape Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Landscape Architect and Owner's Representative in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

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1. Project name.
2. Name and address of Contractor.
3. Name and address of Landscape Architect and Owner's Representative.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Landscape Architect's and Owner's Representative response was received.

- F. On receipt of Landscape Architect's and Owner's Representative action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Landscape Architect and Owner's Representative within seven days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

10.7 PROJECT MEETINGS

- A. General: Owner's Representative will schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Landscape Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner's Representative and Landscape Architect, within three days of the meeting.

- B. Preconstruction Conference: Owner's Representative will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Landscape Architect, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Landscape Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.

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- g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
 - 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Landscape Architect, Owner's Representative of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.

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- q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Owner's Representative will schedule and conduct a project closeout conference, at a time convenient to Owner and Landscape Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Landscape Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Owner's Representative will conduct progress meetings at weekly intervals.

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1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Landscape Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

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PART 11 - PRODUCTS (Not Used)

PART 12 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 13 - GENERAL

13.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

13.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Final completion construction photographs.
 - 4. Preconstruction video recordings.
 - 5. Periodic construction video recordings.
 - 6. Web-based construction photographic documentation.
- B. Related Requirements:
 - 1. Section 01 22 00 "Unit Prices" for procedures for unit prices for extra photographs.
 - 2. Section 01 33 00 "Submittal Procedures" for submitting photographic documentation.
 - 3. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
 - 4. Section 31 10 00 "Site Clearing" for photographic documentation before site clearing operations commence.

13.3 ALLOWANCES

- A. Costs: Photographic documentation services are included under the cash allowance for construction photographic services established in Section 01 21 00 "Allowances."

13.4 UNIT PRICES

- A. Basis for Bids: Base number of construction photographs on average of 20 photographs per week over the duration of Project.

13.5 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Submit image files within three days of taking photographs.

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1. Digital Camera: Minimum sensor resolution of 8 megapixels.
2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.

13.6 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

13.7 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 14 - PRODUCTS

14.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 15 - EXECUTION

15.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 1. Maintain key plan with each set of construction photographs that identifies each photographic location.

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- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
1. Date and Time: Include date and time in file name for each image.
 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect[**and Construction Manager**].
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction Manager.
1. Flag construction limits before taking construction photographs.
 2. Take 30 photographs to show existing conditions adjacent to property before starting the Work.
 3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- E. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Construction Manager-Directed Construction Photographs: From time to time, Construction Manager will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- G. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.
- H. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum or in the allowance for construction photographs.
1. Three days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

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END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 16 - GENERAL

16.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

16.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements: (Not Used)

16.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Landscape Architect's and Owner's Representative responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Landscape Architect's and Owner's Representative responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

16.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Landscape Architect and Owner's Representative and additional time for handling and reviewing submittals required by those corrections.

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1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Landscape Architect's and Owner's Representative final release or approval.
 - g. Scheduled date of fabrication.

16.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Landscape Architect's Digital Data Files: Electronic digital data files (PDF and AutoCAD Format) of the Contract Drawings will be provided by Landscape Architect for Contractor's use in preparing submittals.
 1. Landscape Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. The following PDF files will be furnished for each appropriate discipline:
 - 1) Building plans and details.
 - 2) Construction Site plans and details.
 - 3) Grading and drainage plans and details.
 - 4) Electrical plans and details.
 - 5) Landscape and irrigation plans and details.
 - b. The following AutoCAD files will be furnished for each appropriate discipline:
 - 1) Construction Site plans.
 - 2) Grading and drainage plans.
- B. Coordinate preparation and processing of submittals with performance of construction activities.

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1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Landscape Architect and Owner's Representative reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's Representative receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner's Representative will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 10 days for review of each resubmittal.
 3. Sequential Review: Where sequential review of submittals by Landscape Architect's consultants, Owner, or other parties is indicated, allow 15 days for initial review of each submittal.
 - a. Structural, plumbing, electrical components, drainage devices.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., SYCPark-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., SYCPark-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Landscape Architect and Owner's Representative.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of Owner's Representative.
 - d. Name of Contractor.

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- e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. Transmittal number, numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Remarks.
- E. Options: Identify options requiring selection by Landscape Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Landscape Architect and Owner's Representative on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Landscape Architect's and Owner's Representative action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Landscape Architect's and Owner's Representative action stamp.

PART 17 - PRODUCTS

17.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

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1. Submit electronic submittals via email as PDF electronic files.
 - a. Landscape Architect, through Owner's Representative, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Landscape Architect, through Owner's Representative, will return two copies.
 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Landscape Architect and Owner's Representative will not return copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

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- a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 22 by 34 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Landscape Architect, through Owner's Representative, will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of

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color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Landscape Architect and Owner's Representative will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Location within room or space.
 4. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- G. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- J. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- K. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- L. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- M. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- N. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 18 - EXECUTION

18.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Landscape Architect and Owner's Representative.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

18.2 LANDSCAPE ARCHITECT'S AND OWNER'S REPRESENTATIVE ACTION

- A. Action Submittals: Landscape Architect and Owner's Representative will review each submittal, make marks to indicate corrections or revisions required, and return it. Landscape Architect and Owner's Representative will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

- B. Informational Submittals: Landscape Architect and Owner's Representative will review each submittal and will not return it, or will return it if it does not comply with requirements. Landscape Architect and Owner's Representative will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Landscape Architect and Owner's Representative.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Landscape Architect without action.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS**PART 19 - GENERAL****19.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

19.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Landscape Architect, Owner's Representative or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

19.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Landscape Architect or Owner's Representative.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with

specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
 2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

19.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Landscape Architect for a decision before proceeding.

- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Landscape Architect for a decision before proceeding.

19.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

19.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Landscape Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Landscape Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

19.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.

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3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

19.8 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Landscape Architect, through Owner's Representative, with copy to Contractor. Interpret tests and inspections and

state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

19.9 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Landscape Architect, Owner's Representative, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Landscape Architect, Owner's Representative, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

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2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner's Representative, Landscape Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

19.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.

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2. Notifying Landscape Architect, Owner's Representative, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Landscape Architect, through Owner's Representative, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 20 - PRODUCTS (Not Used)

PART 21 - EXECUTION

21.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Landscape Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Landscape Architect's and Owner's Representative reference during normal working hours.

21.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00