

**CITY OF FOSTER CITY**  
610 Foster City Boulevard, Foster City, CA 94404

**CONSTRUCTION SERVICES AGREEMENT**

**SYNTHETIC TURF RESURFACING PROJECT SEA CLOUD PARK S4**

Agreement No. [ ]

DATE: May 22, 2023

**1. IDENTIFICATION OF CONTRACTOR:**

CONTRACTOR: FieldTurf USA, Inc.

LICENSE NO: 849044

**2. SCOPE OF THE WORK**

See Scope of Work attached as Appendix A. [To include drawings, etc.]

- 3. COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is \$915,526.90, to be paid as (**check one**): (1) ☐ lump sum; (2) ☒ lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$ \_\_\_\_\_. All payments (**check one**): ☒ shall ☐ shall not be subject to a five percent (5%) retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

- 4. SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within forty-five (45) calendar days of Commencement Date.

Final Completion Date: Within four (4) calendar days of Substantial Completion.

**4.01 Liquidated Damage Amounts.**

- A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

- B. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

#### **4.02 Scope of Liquidated Damages**

- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

### **5. TERMS AND CONDITIONS.**

- 5.01** Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):
  - A. Appendix A – Scope of Work
  - B. Appendix B – General Conditions
  - C. Appendix C – Insurance
  - D. Appendix D – Construction Performance Bond
  - E. Appendix E – Construction Labor and Materials Payment Bond
  - F. Appendix F – Supplemental Conditions
  - G. Appendix G – Technical Requirements
- 5.02** The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.
- 5.03** Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

**City of Foster City**  
**610 Foster City Blvd, Foster City, CA 94404**

CONTRACTOR: FieldTurf USA, Inc.

OWNER: **City of Foster City**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Jon Froomin, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Priscilla Schaus, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Benjamin Stock, City Attorney

**END OF DOCUMENT**

**Appendix A to Construction Services Agreement**

**SCOPE OF WORK**

***Removal of the existing synthetic turf playing surface and installation of a new synthetic turf playing surface as called out in the contract documents. Work shall also include minor base fine tuning as called out in the documents.***

## **Appendix B to Construction Services Agreement**

### **GENERAL CONDITIONS**

#### **ARTICLE 1 TERMS OF PERFORMANCE**

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

#### **ARTICLE 2 LEGAL AND MISCELLANEOUS**

- 2.01 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or

any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

- 2.02 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.
- 2.03 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its council members, officers, directors, representatives, agents and employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- 2.04 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- 2.05 Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204 and 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.
- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in San Mateo County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- 2.09 Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.10 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.
- 2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**

- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
- B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

**2.12 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

**2.13 Protection Of Work, Persons, And Property**

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.



- E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.
- F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

**2.14 Public Records Act.** Contractor is aware that this Agreement and any documents provided to the Owner may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

**2.15 Claims.**

- A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.
- B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.
- C. Claim Format
  - 1. A. Contractor shall submit the claim justification in the following format:
    - (a) Cover letter and certification;
    - (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
    - (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
    - (d) Chronology of events and correspondence;
    - (e) Analysis of claim merit;
    - (f) Analysis of claim cost; and
    - (g) Attach supporting documents referenced in paragraph 2.16,C.1(c), above.
- D. Required Provisions on Contract Claim Resolution
  - 1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this

Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

- 2.16 Force Majeure.** Except for defaults of subconsultants at any tier, Contractor shall not be liable for any excess costs if the failure to perform the Contract Documents arises from causes beyond the control and without the fault or negligence of Contractor, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events"), provided damages or delays resulting therefrom are not the result of Contractor's fault or negligence, including without limitation failure to protect the Work or mitigate any adverse impacts as required by Contract Documents (Force Majeure).

**END OF APPENDIX B**

## **Appendix C to Construction Services Agreement**

### **INSURANCE**

1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[\$4,000,000]** general aggregate and **[\$2,000,000]** each occurrence, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **[\$2,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
3. Workers’ Compensation Employers’ Liability limits not less than **[\$1,000,000]** each accident, **[\$1,000,000]** per disease and **[\$1,000,000]** aggregate. Contractor’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation in favor of the City of Foster City, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Builder’s Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **[\$10,000]** for any one loss. Such insurance will not cover loss or damage to Contractor’s equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
6. Insurance policies in Appendix C shall contain an endorsement containing the following terms (excluding Workers Compensation insurance with respect to paragraph 6.01 below):
  - 6.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.
  - 6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
  - 6.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.
  - 6.04 Contractor insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named Additional Insureds.
7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above. Contractor shall furnish the Owner with original certificates

and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-, VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
9. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.
10. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.
11. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.
12. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, Owner at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.
13. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **END OF APPENDIX C**

## **Appendix D to Construction Services Agreement**

### **CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of Foster City**, a general law City and municipal corporation of the State of California (**Owner**) has awarded to **FieldTurf USA, Inc.** as Principal a Construction Services Agreement dated the 22nd day of May, 2023 (**Agreement**), titled THE SYNTHETIC TURF RESURFACING PROJECT SEA CLOUD PARK S4 in the amount of \$915,526.90, which Agreement is by this reference made a part hereof, for the work described as follows:

**Removal of the existing synthetic turf playing surface and installation of a new synthetic turf playing surface as called out in the contract documents. Work shall also include minor base fine tuning as called out in the documents.**

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and Federal Insurance Company as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
  - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
  - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount

payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 22<sup>nd</sup> day of May, 2023.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

**END OF APPENDIX D**

**Appendix E to Construction Services Agreement**

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of Foster City**, a general law City and municipal corporation of the State of California (**Owner**) has awarded to **FieldTurf USA, Inc.** as Principal a Construction Services Agreement, dated the 22<sup>nd</sup> day of May, 2023 (**Agreement**), titled THE SYNTHETIC TURF RESURFACING PROJECT SEA CLOUD PARK S4 located at Sea Cloud Park in the amount of \$915,526.90, which Agreement is by this reference made a part hereof, for the work described as follows:

**Removal of the existing synthetic turf playing surface and installation of a new synthetic turf playing surface as called out in the contract documents. Work shall also include minor base fine tuning as called out in the documents.**

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and Federal Insurance Company as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$915,526.90), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 22<sup>nd</sup> day of May, 2023.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**SURETY**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**



## **Appendix F to Construction Services Agreement**

### **SUPPLEMENTAL CONDITIONS**

#### **PART 1 - GENERAL**

##### **1.1 DEFINITIONS**

Wherever in the specifications and other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. City/District: The City of Foster City/Estero Municipal Improvement District.
- B. Council: The City Council of the City of Foster City.
- C. Board of Directors: The Board of Directors of the Estero Municipal Improvement District.
- D. Proposer: Any individual, partnership, joint venture, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. Contractor: The individual, partnership, joint venture, or corporation with whom the contract is made by the City/District.
- F. Engineer: The City/District Engineer acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them. See Paragraph 1.08 regarding the authority of the Engineer.
- G. Manager: The City Manager or District Manager of the City of Foster City/Estero Municipal Improvement District.
- H. Days: Unless otherwise designated, days as used in the specifications will be understood to mean calendar days.

##### **1.2 TRANSFER OF INTEREST**

No interest in the contract shall be transferred to any other party without permission of the City.

##### **1.3 WORKING HOURS**

- A. Work or activity of any kind shall be limited to the hours from 8:00AM to 4:00PM, Monday through Friday, except as otherwise stipulated in the contract documents. Work hours shall be limited to 9:00AM to 3:00PM on all Boulevards.
- B. Work in excess of eight hours per day, on Saturdays, on Sundays, or on City holidays requires prior consent of the Engineer and is subject to Cost of Overtime Construction Inspection.
- C. City holidays are:
  - New Year's Day
  - Martin Luther King's Birthday
  - Presidents' Day (3rd Monday in February)
  - Memorial Day (last Monday in May)
  - Independence Day
  - Labor Day
  - Veteran's Day

Thanksgiving Day and following Friday  
Christmas Eve  
Christmas Day  
New Year's Eve

#### 1.3.1 START OF CONSTRUCTION

A. Construction shall begin on July 10, 2023, and work shall be completed within 45 calendar days

#### 1.4 SUBCONTRACTORS

- A. When requested, the Contractor shall furnish the name and address of each subcontractor contracting directly with the Contractor, together with a statement showing the character and location of the work, time limit, if any, and if requested, the amount of money involved in each subcontract. Each subcontract shall contain a reference to the contract between the City and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in the Engineer's opinion, the subcontractor fails to comply with the requirements of the principal contractor insofar as the same may be applicable to the Contractor's work.
- B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- C. The Contractor shall be considered the employer of and as fully responsible to the City for the acts and omissions of subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material personnel engaged upon the Contractor's work. It shall be the Contractor's duty to see that all of the subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workers is made good by them or by the Contractor at the Contractor's expense.
- E. The City will not undertake to settle differences between the Contractor and their subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty subcontractors, without additional expense to the City, on those parts of the work which are specified to be performed by specialty contractors.

#### 1.5 CHANGES

A. General:

The City reserves the right to make such alterations, deviations, additions to or deletions from the drawings and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

Work will be issued to the Contractor as a Work Order on an as-needed basis during the two year contract period. Each Work Order will identify the location and type of work to be

performed, the effective date for commencement of work, specific work item quantities and the Work Order amount based on the unit prices listed in the Contractor's Proposal Schedule. The Contractor shall complete any given work order within thirty (30) calendar days of commencement of work.

B. Increases or Decreases in Unit Price Quantities:

1. Increased or Decreased Quantities:

Increases or decreases in the quantity of a contract item of work will be determined by comparing the quantity of work as listed in the proposal schedule with the actual quantity of work performed by the Contractor, as measured by the Engineer. The City shall have the right to make changes in the plans and/or specifications and the Contractor shall perform the work as changed.

No adjustment to the unit price for any item in the Proposal Schedule shall be made in the event the number of repair locations are increased or decreased from the scheduled maintenance program. All work performed shall be measured and paid based on the contract unit price included in the proposal schedule.

2. Eliminated Items:

- a. The City of Foster City reserves the right to eliminate any of the scheduled work. The unit price shall not be subject to change based on the deletion of work.

Should any contract item of the work be eliminated in its entirety, unless otherwise provided for in the contract, payment will be made to the Contractor for actual costs incurred in connection with such eliminated contract item if incurred prior to the date of notification in writing by the Engineer of such elimination.

- a. If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Engineer, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the City and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for. Written documentation of costs of cancellation or return must be submitted.
- b. The actual costs or charges to be paid by the City to the Contractor as provided in this section will be computed based on the unit prices listed in the Proposal Schedule.

C. Protest Procedure (Change Orders):

- 1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which the Contractor has not executed, the Contractor shall submit a written protest to the Engineer within 15 calendar days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time. If a written protest is not submitted, adjustment of the contract time and payment will

be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested change order will be considered as an executed contract change order.

2. When the protest concerning an approved change order relates to compensation, the Contractor shall keep full and complete records of the costs of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
3. When the protest concerning an approved work order relates to the adjustment of contract time for the completion of the work, the time to be allowed will be determined as provided in Paragraph 1.15 of this section.

D. Extra Work:

Extra work will not be paid for unless ordered in writing by the Engineer. When authorized, extra work will be paid for in accordance with the Proposal Schedule or by a negotiated adjustment.

E. REPORTING, INVOICING, AND PAYMENT

1. All work shall be reported monthly upon Total Work Order Sheets furnished by the Engineer to the Contractor and signed by both parties, which monthly reports shall thereafter be considered the true record of work done.
2. Contractor shall submit a record of work completed with each payment request. Record of work shall include detailed invoices. Those not so detailed will not be processed for payment until details are furnished.
3. Completed work shall be paid for on a monthly basis by Contract Change Order.

1.6 COST OF OVERTIME CONSTRUCTION INSPECTION

Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays, the charges for City personnel will be as shown in the currently adopted rate schedule, available at the Public Works office. There will be no charges for the inspection of overtime work ordered by the Engineer.

1.7 CHANGES AT THE CONTRACTOR'S REQUEST

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with this Specification and applies in writing for a modification of the requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City. The Contractor's written request for deviation shall be submitted prior to the start of affected work with enough time allowed to give the Engineer a reasonable review period. Only written authorization from the Engineer will permit deviations from the specifications.

1.8 AUTHORITY OF THE ENGINEER

- A. On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding upon both parties, except in the case of gross error.



of work, including information necessary to determine its costs, such as the number of personnel employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

#### 1.11 SUPERINTENDENCE

- A. The Contractor shall designate in writing before starting work one authorized representative who shall have the authority to represent and act for the Contractor.
- B. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required. The superintendent or foreman in charge shall be deemed to be the authorized representative of the Contractor and accepts such orders on behalf of the Contractor.

#### 1.12 SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both.

#### 1.13 LINES, GRADES, AND MEASUREMENTS

All lines and grades shall be established by the Contractor. The cost of surveying to establish lines and grades shall be included in the various items of work and no separate payments will be made.

#### 1.14 RIGHT OF WAY

- A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from the Contractor's use of City property.
- C. In case areas in addition to those available on the City's right of way or property are required by the Contractor for the Contractor's operations, the Contractor shall make arrangements with the property owners for the use of such additional areas at the Contractor's own expense.

#### 1.15 DELAYS AND EXTENSION OF TIME

- A. If any delay having a direct effect on the work is caused by factors within the Contractor's control, it is non-excusable and the Contractor will not be entitled to compensation for damages resulting directly or indirectly therefrom, or for any extension of time.
- B. If any delay having a direct effect on the work is caused by unusually severe weather conditions, including periods exceeding the "Normal Rainfall Days", or by strikes, or act of God, such delay may be excusable and may entitle the Contractor to an equivalent extension of time, provided that the Contractor has taken reasonable precautions to foresee and prevent delays due to such causes and provided that the Contractor has notified the Engineer in writing of the causes of the delay within 7 calendar days from the beginning of any such delay. In such event the Contractor shall be entitled to time only.

Additional costs incurred because of the delay will be paid for by the Contractor at no additional cost to the City.

1. No extension of time will be granted for normal rainfall. However, during the specified contract time, a day-for-day extension of time will be given for each day the rainfall is in excess of 0.1 inch of rain when the total number of rainy days (0.1 inch or greater) exceed the normal based on monthly precipitation records for the previous 10-year period from the weather recording station at the San Francisco International Airport.

Normal number of rain days for which rainfall has exceeded 0.1 inches for the 10-year period from 2006 to 2015 is as follows:

Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept.	Oct.	Nov.	Dec.
5	7	6	4	1	1	0	0	0	2	4	8

- C. If any delay having a direct effect on the work is caused by the specific orders of the Engineer to stop work, or by the performance of extra work ordered by the Engineer, or by failure of the City to provide material, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility, such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and may entitle the Contractor to damages resulting directly from any of the causes of delay hereinabove specified or from delays or hindrances to the work, provided that the Contractor has taken reasonable precautions to prevent delays due to such causes and provided that the Contractor has notified the Engineer in writing of the causes of the delay within 10 calendar days from the beginning of any such delay.
- D. When a Contractor experiences two concurrent delays, one compensable and the other non-compensable, no compensation other than time extensions will be allowed.
- E. An extension of time must be approved by the Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

#### 1.16 CLIMATIC CONDITIONS

The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions. In such event the Contractor shall be entitled to time only. Additional costs incurred because of the delay will be paid for by the Contractor at no additional cost to the City. When delay is caused by an order to suspend work given on account of climatic conditions that could have been reasonably foreseen, the Contractor will not be entitled to any extension of time on account of such order.

#### 1.17 ROADS AND FENCES

Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished.

#### 1.18 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, the Contractor's agents, servants, or employees, or any of them, be enjoined from furnishing or using any inventions, processes, equipment, articles, materials, supplies, or

appliances supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such inventions, processes, equipment, articles, materials, supplies, or appliances, as may by this contract be required to be supplied and used, the Contractor shall at the Contractor's expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such inventions, processes, equipment, articles, materials, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover any amount thereof from the Contractor and the Contractor's surety, notwithstanding final payment under this contract may have been made.

#### 1.19 PROTECTION OF PERSONS AND PROPERTY

##### A. Contractor's Responsibility:

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

##### B. Public Safety:

During the performance of the work, the Contractor shall erect and maintain all necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstances in his judgment for the prevention of accidents; and the Contractor shall take other precautions as necessary for public safety including, but not limited to, traffic control.

##### C. Engineer's Responsibility:

1. The Engineer's review of the Contractor's construction performance is not intended to include review of the adequacy of the Contractor's safety or sanitary measures in, on, or near the construction site. The City assumes no responsibility for the inspection of safety precautions or for the enforcement of safety precautions required by law.
2. The Engineer may suspend operations if the Contractor determines that an imminent safety hazard exists.

#### 1.20 CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials in the execution of the contract.

#### 1.21 PROTESTS - CONTRACT REQUIREMENTS



- A. If work demanded of the Contractor is considered by the Contractor to be outside the requirements of the contract, or if the Contractor considers any record or ruling of the Engineer or any inspector to be unfair, the Contractor shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decision, whereupon the Contractor shall proceed without delay to perform the work or conform to the record or ruling. If the Contractor still wishes to protest, the Contractor shall, within 15 calendar days after receipt of same, file a written protest with the Engineer, stating clearly and in detail the Contractor's objections and reasons therefor. Except for such grounds or protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protest or objections to the records, rulings, instructions, or decisions of the Engineer, and hereby agrees that as to all matters not included in such protests, the records, instructions, and decisions of the Engineer shall be final and conclusive.
- B. No later than thirty (30) calendar days following the submission of a protest in accordance with subsection A, the Contractor shall submit to the Engineer his claim concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data as may be requested in writing by the Engineer within the time specified in such request. In addition, the Contractor shall maintain complete and accurate daily records of the cost of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested.
- C. Any decision, order, instructions, notice, or act or omission of the Engineer for which the Contractor has submitted a protest shall be final and conclusive on the Contractor if the Contractor fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature, provided that the Engineer may, if the Contractor shows good cause, and if the interests of the City will not be prejudiced, consider and decide a properly documented claim on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right to the Contractor, and failure or refusal of the Engineer to exercise the Engineer's authority thereunder shall not be subject to claim by the Contractor.

## 1.22 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

### A. Risk of Loss:

Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105 of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to the Contractor on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.

### B. Materials and Facilities:

1. The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of the Contractor's failure to carry out said

responsibilities, the same may be carried out by the City at the expense of the Contractor.

- a. The Contractor shall be responsible for any material furnished the Contractor and for the care of all work until its completion and final acceptance, and the Contractor shall at the Contractor's own expense replace damaged or lost material and repair damaged parts of the work.
- b. The Contractor shall protect the City facilities from damage resulting from the Contractor's work. City facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.
- c. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to the Contractor or used under the Contractor's direction during construction.

#### 1.23 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by the contract documents.
- B. Do not encumber site with excessive material or equipment.
- C. Do not impose any load on any structure that will damage or endanger structure.
- D. Take precautions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the work.

#### 1.24 COOPERATION WITH OTHER WORK FORCES

- A. Other Contractors, other utilities and public agencies or their Contractors, other City Contractors, and City personnel may be working in the vicinity during the project construction period.
- B. There may be some interference between these activities and the work under this Specification. The Contractor shall cooperate and coordinate their work with that of other work forces to assure timely contract completion.
- C. Coordinate all activities in and around repair locations.
- D. Any costs for providing cooperation with other work forces shall be considered as included in the proposal price for the various contract items of work and no separate payment will be made therefor.

#### 1.25 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held at the time and place designated by the Engineer.
- B. The Contractor shall be present or be represented by an agent with authority to act for the Contractor and in responsible charge of the work to be accomplished.

#### 1.26 MATERIAL AND WORKMANSHIP

- A. Omissions from the Plans and Specifications:

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that the Contractor shall provide and install such materials as necessary for a complete and functional facility at no additional cost to the City. All work

shall be done and workmanship completed consistent with the quality of work standard for the industry for commercial work, notwithstanding any omission from the specifications or the drawings. It shall be the duty of the Contractor to call attention to apparent errors and omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and omissions, which instructions shall be as binding upon the Contractor as though contained in the original specifications or drawings.

B. Compliance with Jurisdictional Agency Requirements:

All work performed under this Specification may be inspected as provided in Paragraph 1.09. All work performed within city or county streets or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with the contract documents shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

1.27 SATURDAY, SUNDAY, AND HOLIDAY WORK

Without the written consent of the Engineer, no installation or construction work shall be done on Saturdays, Sundays, or holidays. Holidays are defined as City holidays which are listed in Document 00800, Paragraph 1.04.

1.28 COOPERATION

The City reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors. The Contractor shall coordinate their work and cooperate with City forces and other contractors to the end that any delay or hindrance to their work will be avoided.

1.29 AGREEMENTS WITH ADJACENT PROPERTY OWNERS

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Engineer for their information.

1.30 EMERGENCY WORK

A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. The Contractor shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantial documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.

B. Outside Working Hours:

Whenever in the opinion of the City there shall arise outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City's forces may choose to handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from their payment as

provided in the contract documents. The performance of emergency work by City forces will not relieve the Contractor of any of his responsibilities, obligations, or liabilities under the contract.

### 1.31 CONFLICT AMONG DRAWINGS, SPECIFICATIONS, AND/OR STANDARDS

In case of conflict among contract documents, the document of highest precedence shall prevail. The descending order of precedence shall be:

1. Permits and Agreements with Other Agencies
2. City Codes
3. Technical Specifications
4. Contract Requirements
5. Project Drawings
6. City Standards
  - a. Specifications
  - b. Drawings
7. Referenced Specifications and Standards
8. Referenced Drawings

### 1.32 FIRE PROTECTION

- A. The Contractor shall provide access to all fire hydrants located along the line of their work. Such access shall meet the approval of the City Public Safety Department, and should it be necessary to close a portion of a street for a limited time, such street shall not be closed until the Contractor has the approval of said Department.
- B. The City Public Safety Department shall be notified when a street is opened after it has been closed.
- C. Approval shall be obtained from that Department for the use of any fire hydrant.

### 1.33 ORDER OF WORK

- A. When required by specifications or plans, the Contractor shall follow the sequence of operations as set forth therein.
- B. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

### 1.34 DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
  1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

- C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### 1.35 PROCEDURES FOR FILING AND RESOLVING CLAIMS

Any claim arising under this contract which the Contractor wishes to assert against the City shall be governed by California Public Contract Code Section 9204. Claims which do not exceed three hundred seventy-five thousand dollars (**\$375,000**) are also subject to the provisions of Article 1.5 of the California Public Contract Code (commencing with Section 20104).

Pursuant to California Public Contracts Code Section 9204, claims shall be resolved as follows:

- (1)
  - (a) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
  - (b) The claimant shall furnish reasonable documentation to support the claim, pursuant to Appendix B (General Conditions), Section 2.16.
  - (c) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
  - (d) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2)
  - (a) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
  - (b) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree

to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(c) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(d) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(e) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.





#### 1.36 PROCEDURES FOR CIVIL ACTIONS FILED TO RESOLVE CLAIMS

- A. The following procedures are established for all civil actions filed to resolve claims subject to this article in accordance with the State of California, Public Contract Code, Section 20104.4.
1. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1142.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules and pertaining to judicial arbitration.
  3. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

#### 1.37 PERMITS AND LICENSES

- A. The Contractor shall secure and pay for, as necessary for proper execution and completion of work:
1. All permits, including CAL/OSHA excavation permit, not specifically furnished by the City.
  4. Government fees.
  5. Licenses.
  6. Certifications.
  7. Business License from the City of Foster City.
  8. Building, Plumbing, and Electrical Permits from the City of Foster City.
- B. Give required notices as required by the permits prior to work.
- C. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.
- E. Provide copies of all permits to the Engineer prior to work.

#### 1.38 EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the City that all qualified persons shall be afforded equal opportunities of employment on any public works contract entered into with the City. To prohibit discrimination because of race, color, religion, sex or national origin, all proposers shall be prepared to demonstrate that they and their subcontractors have undertaken a continuing program to promote the full realization of equal employment opportunities.

### 1.39 OWNER'S RIGHT TO CORRECT DEFICIENCIES

If the Contractor should neglect to prosecute the work properly in accordance with the contract documents, the owner, after 10 consecutive calendar days following written notice to the contractor and their surety may, without prejudice to any other remedy the owner may have, and without declaring the contract in default or terminating the contract, correct such deficiencies in work intended to become a permanent part of the project, and may deduct the cost thereof from the payment then or thereafter due the Contractor or the entire cost thereof shall be paid by the Contractor or the Contractor's surety. The owner reserves the right to take over work in the event of an emergency.

### 1.40 COVID-19 PROCLAMATIONS

#### A. Definitions.

1. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as "COVID-19".
2. A "COVID-19 Condition" is something attributable to COVID-19 not caused by the Contractor (which for purposes herein includes all subcontractors and suppliers) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Contractor and which are beyond its reasonable control.
3. A "COVID-19 Proclamation" includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Contractor acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Contractor's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Contractor shall follow the most applicable, restrictive and newest COVID-19 Proclamations.
4. An "Unknown COVID-19 Condition" is a COVID-19 Condition the Contractor did not know about, and reasonably should not have known about, as of the date the Contractor submitted its bid. The requirements contained in COVID-19 Proclamations issued before submission of a bid are not Unknown COVID-19 Conditions, and the Contractor will be deemed to have knowledge of those requirements.
5. An "Unknown COVID-19 Cost" is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Contractor's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subcontractors' or suppliers' failure to comply with a COVID-19 Proclamation while on site or in connection with the performance of the Work.

- B. COVID-19 Conditions and Bid. Contractor is expected to know and is deemed to have known about COVID-19 Conditions when it submits its bid, and COVID-19 Conditions must be accounted for in the Contractor's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, the Contractor must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

- C. Compliance with COVID-19 Proclamations.
1. Contractor shall comply with COVID-19 Proclamations in the performance of the work, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Work. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.
  2. Contractor is responsible to ensure that its subcontractors and suppliers comply with COVID-19 Proclamations while they are on the project site and in connection with the performance of their work.
- D. Delay. The Contractor is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.
- E. Owner Directed Suspension. The Owner may suspend work at the Project site due to COVID-19 health concerns, even though the Contractor may be allowed to proceed with the work based on COVID-19 Proclamations. The Owner may suspend the work for its convenience. The Contractor is entitled to a time extension for an Owner Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Contractor incurs increased costs that are Unknown COVID-19 Costs.
- F. Compensation for COVID-19 Costs. Owner will reimburse the Contractor for Unknown COVID-19 Costs that are not included in the schedule of values.
- G. Safe Work Practices. Contractor shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subcontractors, laborers or suppliers ("worker(s)") on the construction site in advance of their arrival on the job site for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a job site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways, hoists and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating site deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels on the job site. Contractor remains fully responsible for following and complying with changes to recommended safe work practices from time to time.
- H. Monitoring and Reporting. Owner may require the Contractor to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Contractor shall immediately report to Owner any outbreaks of COVID-19 among its workers. The Contractor shall not knowingly allow any worker who has tested positive with COVID-19 to enter an Owner County building. In the event of an outbreak or an exposure to COVID-19, the Owner may impose appropriate mitigation strategies which may be in consultation with the public health officer.
- I. Conflicts. In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

**\* END OF DOCUMENT \***

SYNTHETIC TURF RESURFACING PROJECT SEA CLOUD PARK S4

**PAYROLL CERTIFICATION FORM**

I, \_\_\_\_\_, the undersigned, am \_\_\_\_\_,  
(Name – Please Print)

with the authority to act for \_\_\_\_\_  
(Position in Business)

for and on behalf of \_\_\_\_\_  
(Name of Business and/or Contractor)

do hereby certify under penalty of perjury that the payroll records or copies thereof  
hereby submitted, consisting of \_\_\_\_\_ (Description, # of  
\_\_\_\_\_, are the originals, or true, full, and Pages) correct copies of the originals,  
which correctly depict the craft or type of work performed, hours and days worked,  
prevailing wage rates, and disbursements, by cash, check or other form, to the  
individual or individuals named.

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**Appendix G to Construction Services Agreement**

**TECHNICAL REQUIREMENTS**

**DOCUMENT 01025**

**MEASUREMENT AND PAYMENT**

**PART 1--GENERAL**

**1.01 DESCRIPTION**

Payment will be made on a lump sum basis or unit price basis or combination thereof, as set forth in Document 00 4115, Schedule of Bid Prices.

**1.02 SCHEDULE OF COSTS FOR LUMP-SUM PAYMENT**

**(NOT USED)**

**1.03 MEASUREMENT OF QUANTITIES FOR UNIT PRICE PAYMENT**

- A. All work to be paid for at a contract price per unit of measurement will be measured by the ENGINEER in accordance with United States Standard Measures. Material paid for by weight shall be weighed on scales furnished by and at the expense of the Contractor. All scales shall be regularly inspected and sealed by the Division of Measurement Standards or its designated representative.
- B. When required by the ENGINEER, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver said slip to the ENGINEER at the point of delivery of the material.

**1.04 (NOT USED)**

**1.05 PARTIAL PAYMENT FOR STORED MATERIALS**

- A. The Contractor shall receive no additional compensation for materials stored on site.

**1.06 MEASUREMENT AND PAYMENT OF BID ITEMS**

- A. MOBILIZATION, TRAFFIC CONTROL, GENERAL CONDITIONS, AND OTHER INCIDENTALS (BID ITEM NO. 1)
  - 1. Full compensation for all mobilization consisting of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, traffic control measures including supplying, maintaining all traffic signs, portable barricades and delineators required, any required flagging costs, as necessary to implement traffic control measures will be considered as included in the lump sum price paid for MOBILIZATION, TRAFFIC CONTROL, GENERAL CONDITIONS AND OTHER INCIDENTALS and no separate payment will be made therefore. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 12-3.04, "Portable Delineators," and 12-2.02 "Flagging Costs," of the Standard Specifications and Section 1.07, "Access" of these Special Conditions. The Contractor shall cooperate with local authorities relative to handling traffic through the area, and shall make his own arrangements relative to keeping the work area clear of parked vehicles.

2. Full compensation for restoring existing landscape and damaged structures, and other incidentals related to the completion of this Project shall be included as a lump sum price paid for MOBILIZATION, TRAFFIC CONTROL, GENERAL CONDITIONS, AND OTHER INCIDENTALS. This work shall include, but is not limited to: restoration of irrigation, concrete walkways, landscaping, and structures damaged or impacted during construction. Restoration & replacement of existing lawn or other improvements removed or damaged due to work shall be to restored or replaced in kind to the satisfaction of the City.
  3. Full compensation for furnishing and installation of temporary project security fence with wind and shade screen to contain dust and debris, temporary portable sanitary toilet facilities and other incidentals related to the completion of this Project shall be included as a lump sum price paid for MOBILIZATION, TRAFFIC CONTROL, GENERAL CONDITIONS, AND OTHER INCIDENTALS. This work shall include, but is not limited to installation of 6 feet high chain link fence as temporary project security fence and provision of temporary portable toilet sanitary facilities during contract and maintenance periods at location specified in the drawings or as directed in the field and the removal of the said temporary fence and temporary toilet sanitary facilities at project completion as directed by the Engineer.
  4. Full compensation for all general conditions administrative items, including management, all submittals, initial and progress schedules, meetings, and other incidentals related to the completion of this Project shall be included as a lump sum price paid for MOBILIZATION, TRAFFIC CONTROL, GENERAL CONDITIONS, AND OTHER INCIDENTALS. Attention is directed to the General Conditions, Special Conditions, and General Requirements of these Specifications.
- B. STORMWATER POLLUTION PREVENTION (BID ITEM NO. 2)
1. Payment for performing stormwater pollution prevention work shall include full compensation related to completion of this Project as a lump sum price for STORMWATER POLLUTION PREVENTION. This work shall include, but not be necessarily limited to best management practices, storm drain inlet protection, dust control measures, and all other incidentals and associated work required.
- C. SITE PREPARATION AND DEMOLITION (BID ITEM NO. 3)
1. Payment for site preparation and demolition shall include full compensation for this Project as a per square foot price. This work shall include, but is not be necessarily limited to, demolish and disposal of synthetic turf; and other related work items that may be required.
- D. ROCK FINE GRADING & DRAINAGE / SHOCK PAD REINSTALLATION (BID ITEM NO. 4)
1. Payment for rock fine grading & drainage / shock pad reinstallation shall include full compensation for this project as a per square foot price. This work shall include, but is not necessarily limited to, fine grading of field rock to achieve planarity requirements for Project; moisture conditioning; compaction; re-installation of drainage / shock pad product; and other incidentals that may be required.

E. FIELD TURF SURFACING (BID ITEM NO. 5)

1. Payment for field turf surfacing shall include full compensation for this Project as a per square foot price. This work shall include, but is not necessarily limited to, furnishing, and installing synthetic turf and such work to include, but is not limited to synthetic turf with field striping; removal, cleaning and salvaging of existing SBR infill, or removal and disposal of existing SBR infill and replacement with new SBR infill; new Brock Pad panels as needed; new filter fabric; and other incidentals and associated work required.

F. TURF MAINTENANCE SERVICE CONTRACT (BID ITEM NO. 6)

1. Payment for turf maintenance service contract shall include full compensation for this Project as a lump sum price. This work shall include, but is not necessarily limited to, providing two (2) maintenance service visits per year through the duration of the manufacturer's 8 year warranty (at the City's request) per Section 32 18 13 – 1.07 of the specifications.

G. PROJECT CLOSEOUT DOCUMENTS (BID ITEM NO. 7)

1. Payment for project closeout documents shall include full compensation for this Project as a lump sum price. This work shall include, but is not necessarily limited to, providing all materials and project closeout documents as called out in the Contract Documents, including all field maintenance guidelines and warranties.

H. ADDITIONAL BULLPEN AREA (ADDITIVE ALTERNATE BID ITEM NO. 1)

1. Payment for the additional bullpen area shall include full compensation for this Project as a per square foot price. This work shall include, all mobilization, general conditions, site prep and demolition, rock fine grading and drainage / shock pad reinstallation, field turf surfacing, turf maintenance service contract, and project closeout documents, and other incidentals and associated work required.

I. REPLACING INFILL WITH NEW ALTERNATIVE NON-SBR INFILL (ADDITIVE ALTERNATE BID ITEM NO. 2)

1. Payment for Replacing Infill with New Alternative non-SBR Infill shall include full compensation for this Project as a per square foot price. This work shall include, but is not necessarily limited to, furnishing, and installing non-SBR infill and such work to include, but is not limited to other incidentals and associated work required to do all the work involved thereof.



## **PART 2--(NOT USED)**

## **PART 3--EXECUTION**

### **3.01 PROGRESS PAYMENTS**

- A. Within 5 days after the cutoff date, the Contractor shall make and submit to the ENGINEER an approximate measurement of all materials supplied and work performed up to the established cutoff date for the purpose of making a progress payment. The progress payment cutoff date shall be the monthly anniversary of the date of the Notice to Proceed.
- B. The Contractor will classify the work according to items listed on the bidding form and will estimate the value of the same on the basis of the prices shown, or as extra work. The classification of the work performed and the value thereof will be based on the Schedule of Costs for lump sum bid items. Payment for unit price bid items will be based on the actual amount of work performed as measured in the field. The Contractor's estimate of work performed shall be subject to adjustment by the ENGINEER.

### **3.02 FINAL PAYMENT AND RETENTION**

Upon Final Acceptance of the work, Owner shall execute and cause a Notice of Completion to be sent to Contractor and recorded with the San Mateo County Recorder. Owner shall release Final Payment (including any withheld retentions) 35 days after the recording of the Notice of Completion or as soon as the Application for Final Payment is made, whichever is later.

**\* END OF DOCUMENT \***

## **DOCUMENT 01500**

### **CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

#### **PART 1--GENERAL**

##### **1.01 DESCRIPTION**

Work included: Provide temporary construction facilities, utilities and controls needed for the work.

#### **PART 2--(NOT USED)**

#### **PART 3--EXECUTION**

##### **3.01 TEMPORARY UTILITIES**

- A. The Contractor shall provide and pay for all necessary temporary water, telephones, fuel, power, and sanitary accommodations.
- B. The temporary facilities to be provided by the Contractor as described above shall conform to all requirements with regard to operation, safety, and fire hazards of state and local authorities and of underwriters.
- C. Site and facilities shall be returned to their original "as-found" condition or as otherwise specified, at the completion of the project.

##### **3.02 SOUND CONTROL**

- A. Comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- C. The maximum noise level shall be 85 dBA.

##### **3.03 DUST AND LITTER CONTROL**

- A. Maintain dust control within the site and provide adequate measures to prevent a dust problem for neighbors.
- B. All trucks shall be loaded in a manner which will prevent dropping of materials or debris on streets. The loads shall be trimmed and all material shall be removed from shelf areas of vehicles to prevent spillage. Take precautions when necessary to avoid creating dust and littering by watering the load after trimming.
- C. Keep the job site in a neat and sanitary condition during the progress of the work. Dispose of refuse as often as directed or as may be necessary so that at no time shall there be any unsightly accumulation of rubbish.

### 3.04 DRAINAGE

The Contractor shall be responsible for caring for the drainage on the entire work area and the disposal of such drainage from commencement of work until contract completion. Special care shall be exercised to prevent erosion in disturbed earth areas and silt or eroded materials shall not be introduced into any storm drain system or water course.

### 3.05 CONSTRUCTION WATER

- A. The Contractor shall provide and maintain all necessary equipment and facilities for conveying water to places where it will be used and for changing the pressure if required. The Contractor shall plan and perform the work in a manner, which will minimize the use of water.
- B. The Contractor shall furnish, at his expense, all water required for the completion of the work. Water is available to the Contractor at the nearest hydrant provided the Contractor has made arrangements to obtain a temporary water meter from the City. The Contractor shall pay for all necessary rental and deposit fees required for temporary meter. The temporary hydrant meter application is attached at the end of this section.

### 3.06 SECURITY OF SITE

- A. Security of the site shall be the Contractor's responsibility from commencement of work until completion of contract.
- B. The Contractor shall provide and maintain such fences, barricades, signs, and warning lights as may be required to provide safety against accidents.

### 3.07 RIGHTS IN LAND AND IMPROVEMENTS

- A. Nothing in these specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the contract for any purpose whatsoever.
- B. The Contractor shall not occupy City -owned property outside the right of way as shown on the plans unless he enters into a rental agreement with the City.

### 3.08 FIELD OFFICE AND LAYDOWN AREAS

The Contractor shall procure additional space for laydown of materials, spoils and equipment at Contractor's own expense. Location of such additional space shall be subject to approval of the City.

### 3.09 EXISTING UTILITIES LOCATION - U.S.A.

The City of Foster City subscribes to the Underground Service Alert (U.S.A.) network, which is a clearinghouse for notifying all local utility agencies to mark the locations of underground systems in construction areas. Prior to grading and excavation activities by the Contractor, they shall contact U.S.A. by calling 1-800-227-2600 with ample advance time to allow the utility companies to respond. Contacting U.S.A. does not relieve the Contractor from their responsibility to determine location and depth of buried utilities, to protect such utilities, or to repair buried utilities damaged by their operations.

**\* END OF SECTION \***

## **FISCAL YEAR 2022 / 2023**

### **CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT TEMPORARY HYDRANT METER APPLICATION**

APPLICANT: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_ CLASS: \_\_\_\_\_ EXP.: \_\_\_\_\_

FOSTER CITY BUSINESS LICENSE NO.: \_\_\_\_\_ EXP.: \_\_\_\_\_

JOB SITE: \_\_\_\_\_

METER CONNECTION LOCATION: \_\_\_\_\_

**NOTE THAT THE METER MAY NOT BE RELOCATED WITHOUT WRITTEN PERMISSION FROM THE DISTRICT.**

PURPOSE OF SERVICE: \_\_\_\_\_

Customer must provide a reading at the end of each calendar quarter (March 31, June 30, Sept 30, and Dec 31) by emailing: the reading, company name and meter number to [utility@fostercity.org](mailto:utility@fostercity.org). \_\_\_\_ (initial)

Meter must be returned to the District Corporation Yard (100 Lincoln Center Drive in Foster City, 650/286-8140) within seven (7) calendar days of the date permit expires. \_\_\_\_ (initial)

Failure to do so may result in forfeiture of all deposits. Charges will be assessed per the current adopted Master Fee Schedule. \_\_\_\_ (initial)

Applicant's Signature: \_\_\_\_\_

\*\*\*\*\*

#### **FOR CITY/DISTRICT USE ONLY**

##### **PERMIT EXPIRATION DATE (12 months from today)**

PERMIT FEE: Non-refundable	\$ 64.85 - WC
METER DEPOSIT: Balance refundable. Details on back.	\$ 1,557.00 - MD
WATER DEPOSIT: Balance refundable. Details on back.	\$ <u>1,500.00 - WD</u>
TOTAL: (to be paid with application)	\$ 3,121.85

Application Approved: \_\_\_\_\_ Date: \_\_\_\_\_

(PWM Staff)

Fee to SC S-23, Acct. 31-3470 Deposits to SC S-23, Acct. 31-2460 Monthly Charges to SC S-73, Acct. 31-3475

Construction Facilities and Temporary Controls 01500- 3  
SYNTHETIC TURF RESURFACING PROJECT SEA CLOUD PARK S4

Updated 1/18/2022



## **DOCUMENT 01570**

### **TRAFFIC CONTROL**

#### **PUBLIC CONVENIENCE AND PEDESTRIAN TRAFFIC CONTROL**

Must comply with the traffic regulations requirements as specified in this section. Including but not limited to: Submit a traffic control plan which conforms to the State of California "Manual of Traffic Controls for Construction and Maintenance Work Zones" and the Work Area Traffic Control (WATCH) Handbook. Include lane closures, detours, and parking prohibitions.

Contractor shall be responsible to provide all traffic control measures necessary to divert sidewalk users safely around work areas. This includes, but is not limited to, placing signage, barricades, cones, temporary walkways, etc.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project. Access for local traffic must be maintained. For work in street areas, at least fifteen calendar days prior to commencing work, the Contractor shall submit his schedule and traffic plan to the Engineer for approval.

#### **WEEKEND USAGE**

All significant phases of concrete work must be completed within the same (Monday to Friday) week as they are started. Sections of Sidewalk, curb and gutter, and curb ramps must be completed and ready for use during the weekend. An exception may be the installation of the detectable warning surface mats for curb ramps, which can be installed when the concrete has cured sufficiently to accept the mat in accordance with the manufacturer's specifications. Provisions for alternative walkway would be required.

#### **LANE CLOSURES AND DETOURS**

No more than one-half ( $\frac{1}{2}$ ) of the roadway shall be closed to traffic at any time, and traffic in both directions shall be maintained at all times. Open excavations and trenches shall be adequately covered when no work is being performed.

#### **WORKING HOURS - MAJOR STREETS**

All work within the right-of-way of freeway ramps and major streets including the adjoining intersections shall be limited to the hours of 9:00AM to 3:00PM. Major streets are listed as follows:

- |                             |                           |
|-----------------------------|---------------------------|
| 1. Foster City Boulevard    | 6. Beach Park Boulevard   |
| 2. East Hillsdale Boulevard | 7. Metro Center Boulevard |
| 3. East Third Avenue        | 8. Triton Drive           |
| 4. Edgewater Boulevard      | 9. Vintage Park Drive     |
| 5. Shell Boulevard          | 10. Chess Drive           |

#### **NO PARKING SIGNS**

No Parking signs shall be posted a minimum of 72 hours in advance of the parking restriction. The date and time of parking restrictions shall be clearly posted on No Parking signs.

#### **JOB CONDITIONS**

The following general job conditions apply to the project:

1. Provide access to all residences whenever possible throughout the duration of the project. Notify property owners 24 hours in advance of work that will interrupt use of driveways or other frontage improvements.
2. Orange traffic cones and barricades as appropriate shall be used to mark traffic lanes whenever vehicles are restricted from using the normal traffic lanes on a street.
3. Street parking may be restricted as necessary to facilitate construction activity. Notify property owners of parking restrictions 48 hours in advance.
4. Lighted arrow boards shall be used for all lane closures on boulevards and other locations when appropriate.

#### **TRAFFIC CONTROL DEVICES**

1. Traffic signs, flashing lights, lighted arrow boards, barricades and other traffic safety devices used to control traffic shall conform to the requirements of Section 12, "Construction Area Traffic Control Devices," and Section 7, "Legal Relations and Responsibility," of the CalTrans Standard Specifications. Flashers shall be provided on each barricade. (Section 360, California Vehicle Code, defines highway to include streets.)
2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.

#### **GENERAL**

1. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
2. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
3. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

**\* END OF DOCUMENT \***

## **ADDENDUM #3 ITEM**

### **SECTION 02 41 00**

#### **SITE CLEARING AND DEMOLITION**

##### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Furnish all labor, materials, equipment, facilities, transportation, and services to complete all site clearing and demolition work plus all related activities as shown on the Drawings and/or specified herein.
- B. Scope of work: The general extent of the site clearing and demolition work is shown on the Drawings and can include, but is not necessarily limited to the following:
  - 1. Demolition, removal, and disposal of existing synthetic turf.
  - 2. Salvaging, Stockpiling, and Cleaning of existing sand and SBR rubber infill material (OPTION in BASE BID).

NOTE: Beneath the turf product is an existing be Brock Gen1 PowerBase (PB2000b3) drainage / shock pad, which is to remain and be protected in place (except where damaged and requires replacement panels, or where it needs to be temporarily removed so that work on the existing rock base can be accommodated).

##### **1.02 REFERENCES AND REGULATORY REQUIREMENTS**

- A. State of California Department of Transportation Standard Specifications, Current Edition

##### **1.03 SUBMITTALS**

- A. Conform to requirements of Section 01 33 00 Submittals and/or applicable Division One and Division Two specifications, General Conditions, and Special Provisions.
- B. Indicate the proposed time line for site clearing and demolition work on the project schedule.

##### **1.04 QUALITY ASSURANCE**

- A. The Owner shall obtain and pay for all permits required in connection with this work.
- B. Fees for the dumping of debris shall be paid for by the Contractor.

##### **1.05 PROJECT CONDITIONS**

- A. Dust Control:
  - 1. The contractor shall, at all times, prevent the formation of airborne dust on and around the project site with the use of sprinkled water or other means acceptable to the Owner's representative. Non-compliance with proper dust control measures shall be grounds for issuance of "stop work" orders by the Owner's representative until such time as satisfactory measures are implemented.



**PART 2        PRODUCTS – Not Used**

**PART 3        EXECUTION**

**3.01    EXAMINATION**

- A. Conform to Section 01 45 00 - Quality Control (as applicable).
- B. Carefully identify limits of demolition.
- C. Mark project areas as directed by the Owner's representative and as necessary to clearly identify the interface of items to be removed and items to be left in place intact.

**3.02    PREPARATION**

- A. Protection:
  - 1. Make provisions and take necessary precautions to protect all existing items not designated for removal. Any existing item or area damaged during construction operations shall be replaced or repaired to an "as-was" or better condition at no additional cost to the project and subject to the acceptance of the Owner's representative.
  - 2. Erect barriers, fences, guard rails, enclosures, chutes, and shoring as necessary to protect personnel, structures, and utilities remaining intact.
  - 3. Provide warning signs and lighting as necessary for vehicular and personnel protection. Maintain warning signs during construction as required by applicable safety ordinances and as reasonably prudent.
  - 4. Coordinate arrangements for items to be salvaged and turned over to the Owner.
  - 5. Notify Underground Service Alert (USA), (800) 642-2444, and local utility companies to verify locations of existing utilities a minimum of 48 hours prior to beginning work.
  - 6. Provide tree protection fencing prior to any demolition work if applicable.
- B. Traffic Access:
  - 1. Ensure minimum interference with roads, streets, driveways, sidewalk and adjacent facilities.
  - 2. Do not close or obstruct streets, sidewalk, alleys or passageways without acceptance from the Owner's representative.
  - 3. Provide approved alternate routes around closed or obstructed traffic ways as required by the Owner's representative.
  - 4. Maintain access to adjacent existing buildings to ensure uninterrupted operations during demolition work.

**3.03    DEMOLITION**

- A. General:
  - 1. Refer to drawings for extent of demolition work.

### **3.04 SALVAGE**

- A. Demolition:
  - 1. Materials or equipment to be demolished shall become the property of the Contractor except for items specified to be salvaged for the Owner.
- B. Replacement:
  - 1. In the event items not scheduled to be demolished are damaged, promptly replace or repair such items to an as-was or better condition per the discretion of the Owner's representative at no additional cost.
- C. Existing Synthetic Turf Infill (BASE BID)
  - 1. Contractor has the option to either salvage or dispose of the existing granular infill materials in the turf fibered system. If the Contractor elects to salvage and re-use infill, it shall carefully salvage the existing synthetic turf infill material (consisting of silica sand and SBR rubber).
  - 2. Salvaged granular infill material is to be cleaned so that it is free of impurities, and Contractor is responsible for stockpiling or storing infill in a manner that will eliminate any contamination of the infill material, either by on -site debris, atmospheric conditions, or construction activities. Extreme care is to be taken so that no infill material migrates or enters on or off-site storm drainage infrastructure. Refer to Specification Section 32 18 13 for additional infill cleaning requirements.
  - 3. If Contractor / Turf Company elects to use new infill materials versus salvaging and re-using, then infill materials shall be removed in a legal manner along with rest of the turf materials.

### **3.05 CLEANING**

- A. Debris and Rubbish:
  - 1. Remove and transport debris and rubbish as it accumulates and dispose in a legal manner via recognized haul routes in a manner that will prevent spillage on streets or adjacent areas.
  - 2. Remove all tools, equipment and appliances used for demolition from the site upon completion of the work.
  - 3. Clean entire project area, adjacent streets, and pavements to a broom-clean, "stain-free" condition per the discretion of the Owner's representative.

END OF SECTION

## **ADDENDUM #3 ITEM**

### **SECTION 32 18 13**

#### **SYNTHETIC TURF PLAYING FIELD**

##### **PART 1 GENERAL**

##### **1.01 SCOPE OF WORK**

A. It shall be the responsibility of the successful turf contractor to provide all labor, materials, equipment, and tools necessary for the complete installation of a synthetic grass material. The system shall consist of, but not necessarily be limited to, the following:

1. A complete synthetic grass system consisting of 2-inch tall dual fibers (consisting of a slit film and monofilament polyethylene fiber).
2. A resilient infill system, consisting of one of the following for the BASE BID:
  - a. salvaged and reused sand and SBR infill as specified in this section. The infill shall be supplemented as needed with new sand and rubber per the specifications so that there is a void of no greater than  $\frac{3}{4}$ " to the top of the fiber.
  - b. New sand and SBR infill as specified in this section. The infill shall be per the specifications so that there is a void of no greater than  $\frac{3}{4}$ " to the top of the fiber.
3. A resilient infill system, consisting of the following in the BID ALTERNATE #2: A natural infill system consisting of sand and either BrockFill, Crushed OlivePits, SafeShell, or Amorim 201 (Cork/Olive).
4. Replacement drainage / shock pad panels as called out in this section.
5. A full warranty and maintenance service contract as outlined in the specification section.

NOTE: Assume existing infill on the field has a depth of 1 inch.

B. Related sections can include, but may not be limited to:

1. Section 02 41 00 - Site Clearing & Demolition

##### **2. JOB CONDITIONS**

A. Contractor shall be responsible for reviewing the base and ensuring it conforms to the project requirements prior to placement of the synthetic turf.

B. Playing field subgrade preparation shall be completed and accepted by the Owner Representative prior to commencement of Work under this Section.

##### **1.03 REFERENCES**

- A. ASTM Standard Test Methods:
1. D1335 - Standard Test Method for Tuft Bind of Pile Yarn Floor Coverings
  2. D1577 - Standard Test Method for Linear Density of Textile Fiber

3. D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering
4. D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity
5. D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (Grab Test)
6. D5848 - Standard Test Method for Mass per Unit Area of Pile Yarn Floor Covering
7. F355 - Standard Test Method for Shock-Absorbing Properties of Playing Surfaces.
8. F1015 - Standard Test Method for Relative Abrasiveness of Synthetic Turf Playing Surfaces.
9. F1936 - Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field

### 3. **TURF QUALIFICATIONS**

A. The contractor shall be required to submit information from the synthetic turf installer and/or manufacturer as required in Section 01 33 00 that complies with the following:

1. The Turf Company / Contractor and/or the turf manufacturer must be experienced in **both** the manufacturing and installation of the specified type of synthetic infilled turf system for at least five (5) years and have at least two hundred (200) outdoor installations in California of the specified material of 50,000 sq. ft. or greater. One of these fields must be in play for at least eight years in California and has surpassed manufacturer's warranty period.
2. For the purpose of meeting these qualifications, the type of infill materials are not determining factors in meeting these installation qualifications.
3. The Turf Company must be an actual manufacturer of synthetic turf, not a reseller. Turf Company must own its manufacturing plant in the U.S. and be able to control its production 100%, including fiber extrusion, coating, lead time and quality control.
4. The foreman installing the synthetic turf must have installed at least twenty (20) fields in the last three (3) years of the specified material.
5. The Turf Company must provide competent workmen, skilled in this specific type of in-filled synthetic grass installation. The designated supervisory personnel on the project must be certified in writing by the turf manufacturer as competent in the installation of this material, including sewing seams and proper installation of the infill mixture. The manufacturer shall have a representative on site to certify the installation and warranty compliance.
6. The Turf Company must have certified crews and may not use outside, independent contractors for the installation.
7. The Turf Company must possess an active California D-12 Synthetic Products license in good standing, and have never had a license revoked.
8. The Turf Company must not have had a Surety or Bonding Company finish work on any contract within the last five (5) years.
9. The Turf Company must not have been disqualified or barred from performing work for any public entity or other contracting entity in the U.S.
10. Turf Company shall have a minimum \$30,000,000 bonding capacity.
11. Turf Company must have a professional, full time maintenance service company with a minimum of 50 current maintenance contracts in place in the US.

## **1.05 SUBMITTALS**

- A. Submit two complete samples, a minimum of 12" x 12" in size, illustrating details of finished product. In addition, submit two loose samples (one foot squares) of the turf backing and tufted fibers and two sets of one quart samples of the following:
  - 1. Specified Sand Infill
  - 2. Specified SBR Infill (BASE BID)
  - 3. Alternative Non-SBR Infill (BID ALTERNATE)
- B. Submit manufacturer's installation instructions.
- C. The turf manufacturer shall submit a project specific letter on the company letterhead certifying that the products of this section meet or exceed all specified requirements, and state that the installer has complied with the qualifications above and is certified by the manufacturer to install this type of synthetic turf.
- D. Submit Drawings for:
  - 1. Seaming plan.
  - 2. Installation details; edge detail, utility box detail, etc.
  - 3. Field Layout and Striping Plan (including field colors), including field line layouts (including colors), etc.
  - 4. The Turf Manufacturer shall submit color samples for approval for all color and/or line work, including final electronic versions of all field markings.
- E. Certified copies of independent (third-party) laboratory reports on ASTM tests as follows:
  - 1. Pile Height, Face Width & Total Fabric Weight, ASTM D5848
  - 2. Primary & Secondary Backing Weights, ASTM D5848
  - 3. Tuft Bind, ASTM D1335
  - 4. Grab Tear Strength, ASTM D5034
  - 5. Water Permeability, ASTM D1551
  - 6. Flame Resistance, ASTM F1551
  - 7. Tuft Yarn Tensile Strength and Elongation, ASTM D2256
- F. Submit a copy of the 8-year (minimum), prepaid, non-prorated, third-party insured warranty and insurance policy information.
- G. Submit a list providing project name, date the field installation was approved, contact names and telephone numbers for each project that meets the experience requirements identified in 1.04-A.1 above.

## **1.06 WARRANTY**

- A. The Turf Company shall submit its Manufacturer's Warranty which guarantees the usability and playability of the synthetic turf system for its intended uses for a minimum eight (8) year period commencing with the date of Substantial Completion. The warranty coverage shall not be prorated nor limited to the amount of the usage.
- B. The warranty submitted must have the following characteristics:
  - 1. A non-prorated, non-cancellable up-front pre-paid, third-party insured warranty. Warranty shall be covered by a third-party insurance policy, non-cancelable and

- pre-paid, and is in effect covering this installation, and underwritten by a Best “A” Rated (or better) Insurance Carrier listed in the A.M. Best Key Rating Guide.
2. Insurance carrier must confirm that the policy is in force and premiums prepaid for entire warranty duration in full.
  3. The policy must include a minimum annual aggregate of \$10,000,000 per year and be based on claims arising from fields installed and completed only during the policy year.
  4. The policy must provide full coverage for eight (8) years (minimum) from the date of Notice of Completion.
  5. The policy shall cover all costs associated with full field replacement with new equal or better turf material, including labor, materials, and any other costs to repair or replace the field.
  6. Owner shall not be responsible for any deductible.
  7. Warranty shall have no restrictions on amount of use (provided type of use is per approved warranty language).
  8. Must warrant materials and workmanship, and that the materials installed meet or exceed the product specifications, including general wear and damage caused from UV degradation.
  9. Must have a provision to either make a cash refund or repair or replace such portions of the installed materials that are no longer serviceable to maintain a serviceable and playable surface.
    10. Must be a warranty from a single source covering workmanship and all self-manufactured or procured materials.
    11. Guarantee the availability of replacement material for the synthetic turf system installed for the full warranty period.
    12. Turf must maintain an ASTM F355 G-Max of less than 160 for the life of the warranty.

## **1.07 MAINTENANCE SERVICE CONTRACT REQUIREMENTS**

- A. Turf Company shall provide two maintenance service visits per year of the 8 year minimum warranty (for a total of 16 visits). Each maintenance service visit shall include the following:
1. One (1) SMG Sportchamp (or equivalent) grooming session including:
    - a. A general sweeping to remove foreign objects such as dirt, leaves, bird droppings, gum and other debris that may collect on the field surface.
    - b. A deep groom, sweep and rejuvenation to de-compact infill and in an effort to maintain appropriate G-Max levels.
    - c. The above two steps are intended to clean the infill from deleterious matter contaminating the infill material. All accumulated debris and contaminating material shall be off-hauled and disposed of in a legal manner by the Turf Company.
  2. Overall analysis and inspection of the field and its applicable systems, including fiber wear analysis, ultraviolet degradation, infill depth and consistency, infill migration, field edging attachments, sewn and glued seams, line verification and field inserts (inlays).
  3. As part of item #2 above, Turf Company shall address deficiencies identified, including adding of specified infill material to bring field to

specified levels and minor repairs (sewing/adhesive failures, inlay separation, and general workmanship) as needed for issues found relating to the synthetic surface.

4. Turf Company shall be responsible for the testing of the G-max levels of the installed synthetic turf at the completion of years one, two, four, six, and three months prior to the completion of year eight. If any of these tests do not fall within the G-max range as specified in this specification section, the Manufacturer will be required to modify the field composition to the sole satisfaction of the Owner so that it falls within the target G-max range. All costs associated with such work shall be borne solely by the Manufacturer and/or installer. Any failed test shall be retested to verify that the field meets the specifications. All testing shall be paid by the Manufacturer and/or installer. All testing shall be completed by an independent testing laboratory accredited for such tests, and shall be pre-approved by the Owner. All testing and analysis of findings shall be completed by qualified persons utilizing the required techniques outlined in the ASTM F355 test standard.

## **PART 2 MATERIALS**

### **2.01 INFILL SYNTHETIC TURF**

A. The synthetic turf system shall meet the following **minimum testing requirements and parameters**. The City and its design professional shall be the final authority if any submitted product meets these product requirements, and it is the Contractor and Turf Company's sole responsibility to show and prove that the proposed turf product meets the following product requirements:

<b><u>Standard</u></b>	<b><u>Property</u></b>	<b><u>Specification</u></b>
N/A	Pile Yard type	UV-Resistant Polyethylene
N/A	Yarn Structure	Dual Fiber
	(Ridged Monofilament	and Fibrillated
	Slit-Film)	
ASTM D1577	Fiber Denier	min.14,000 (mono) / 5,000
(slit)		
ASTM D3218	Tape Thickness (in microns)	> 225 (mono) / > 100 (slit)
ASTM D2256	Yarn Breaking Strength	min. 20 lbs
ASTM D5823	Pile Height	2.0"
ASTM D5793	Stitch Gauge	3/8" – 3/4"
ASTM D5848	Pile Weight	min. 38 oz/square yard
ASTM D5848	Total Backing Weight	min. 21 oz/square yard
ASTM D5848	Total Weight (without infill)	min. 59 oz/square yard
ASTM D1335	Tuft Bind (Without Infill)	min. 9 lbs
ASTM D5034	Grab Tear (Width)	min. 200 lbs/force
ASTM D5034	Grab Tear (Length)	min. 200 lbs/force
ASTM D4491	Carpet Permeability	>40 inches/hour
ASTM F355A	Impact Attenuation (Gmax)	<160
	Infill Material Depth	1.25 inches (min.)

Note: All pitcher runways and batters boxes / catcher areas in the baseball / softball fields (as well as the add alternate bullpens) shall be high pile weight (minimum 60 ounce/SY) products (and shall have a low pile PE thatch zone), and shall be constructed of an industry standard velcro system. In addition, Turf Company shall provide a total of eight (8) batter's box replacement panels, four (4) catcher's box replacement panels, and six (6) pitcher's runway replacement panels, as part of the project turnover / project closeout.

B. All bidders must meet all of the qualifications, product specifications and warranty requirements. The turf product shall be one of the following (provided they meet the specification requirements) or approved equal:

1. AstroTurf Rhino Blend. Contact is Dominic Berarducci, Ph: 559-612-9065.
2. FieldTurf Vertex Prime. Contact is Andrew Rowley, Ph: 707-586-2066.
3. Shaw Legion 2.0. Contact is Matt Cohen, Ph: 916-216-9883.

C. The turf product shall consist of two fibers, a monofilament fiber and a slit-film fiber. All fibers shall be low friction, UV stabilized fibers (in accordance with established product standards as identified by the Synthetic Turf Council), and shall be specifically designed to virtually eliminate abrasion.

D. The fiber tufts shall be fanned or unfolded prior to installation, rolling or spiraling is not acceptable.

E. The carpet's primary backing shall be a double-layered polypropylene fabric treated with UV inhibitors. The secondary backing shall consist of an application of heat-activated urethane to permanently lock the fiber tufts in place.

F. The carpet shall be delivered in 15-foot wide rolls. The perimeter white and yellow lines can be tufted into the individual sideline rolls. The rolls shall be of sufficient length to extend from sideline to sideline. Head seams, between the sidelines, will not be acceptable.

G. All field of play lines shall be inlaid or tufted as noted on the drawings.

H. Thread for sewing seams of turf shall be as recommended by the Synthetic Turf Manufacturer.

I. Glue for inlaying lines and markings shall be as recommended by the synthetic turf manufacturer. Seams between turf panels must be sewn. Inlaid markings may not be installed by means of cutting through the fabric and adhering the colored turf to a separate reinforcing tape or cloth. Rather, inlaid markings (that cannot be tufted into the fabric), shall be installed by means of shearing out the existing fiber and laying in a new piece of colored fabric into a bed of suitable "hot melt" adhesive placed directly on the original turf backing material. Systems that cut through the turf fabric for inlaid lines are not acceptable due to the fact that such a procedure shall weaken the structural integrity of the turf fabric backing.

J. **BASE BID:** Rubber shall be provided per product specifications and shall either be cryogenically processed or ambient SBR rubber. All rubber shall be a



homogeneous color, to be determined, and uniform size, and shall be clean of any impurities or material other than approved rubber.

K. **BASE BID and BID ALTERNATE:** Sand shall be rounded silica sand and dust free. Coarse jagged sand will not be accepted. Sand shall consist of 65-80% of the total infill material as defined by weight. The sand shall have the following gradation:

<b>Sieves (US Mesh Size)</b>	<b>% Retained</b>
16	0
25	10-30
30	30-50
35	15-35
40	5-15
50	<5
70	<1

L. **BID ALTERNATE:** Infill in addition to sand shall be one of the following:

1. Amorim Organic 201. Contact is Bill Famigleietti, Ph: 262-960-241
2. BrockFill. Contact is David Brown, Ph: 530-575-8976.
3. PureSelect (Olive) – FieldTurf infill. Andrew Rowley, Ph: 707-586-2066.
4. SafeShell by Motz. Available thru several distributors. [www.themotzgroup.com](http://www.themotzgroup.com)

Infill shall consist of a resilient layered granular system, comprising selected and graded sand and specified non-SBR. Infill materials must be comprised of virgin materials that do not require a specific moisture content or irrigation to be applied to the infill material.

The Turf Company is responsible for determining the final actual quantities required to achieve the uniform infill depth of not less than 1.25-inches depth in total uniform thickness. Turf infill levels shall not vary more than 0.1-inches at any point within the field, and infill shall be at least 4.5 lbs sand and 1.0 lb non-SBR topping infill per square foot.

M. **BASE BID:** The Turf Company is responsible for determining the final actual quantities required to achieve the uniform infill depth of not less than 1.25-inches depth in total uniform thickness. Turf infill levels shall not vary more than 0.1-inches at any point within the field. Contractor / Turf Company has the option in the BASE BID The salvaged and re-used sand and SBR rubber shall be supplemented with a new base layer of clean specified sand and a new top layer of clean specified SBR rubber. Anticipated sand and SBR rubber weights per square foot are 3.5 and 2.5 pounds, respectively, for the BASE BID infill mix.

## **2.02 MANUFACTURED DRAINAGE / SHOCK PAD MATERIAL (for REPLACEMENT STOCK AS NEEDED)**

- A. Shall be Brock Gen1 PowerBase (PB2000b3). Contact is Dave Brown, Northern Calif. Brock Sales Manager, phone no. (530) 575-8976. Contractor is recommended to procure 7500 s.f. for replacement panels.

3. **HEAVY METALS AND MATERIAL CONTENT**

A. The Turf Company will conduct and submit product analysis with the project proposal. Analysis will be presented in the form of current, certified laboratory results using specified standards and processes. Turf Company shall also fill in attached Tables C & D with applicable lab results. For threshold limits, reference Tables A & B below.

*Analytical Methodologies:* Representative samples of the turf fibers, turf backing, and infill material shall be analyzed for total metals content and semi-volatile organic compounds (SVOCs), as well as select analyses for leachable metals concentrations.

1. Total Metals Analysis: *All samples* (fibers, infill, backing) shall be analyzed for the California Assessment Manual 17/Title 26 list of metals (CAM 17 metals). The submitted samples shall be prepared by the laboratory for analysis of total recoverable metals by USEPA method 3050B. The samples shall then be analyzed for total metals concentrations by USEPA method 6010B/7400.

2. Leachable Metals Analysis: *Infill samples only* shall be analyzed for leachability of selected metals using the California Waste Extraction Test (WET). All samples shall be analyzed by the WET for lead, zinc, and total chromium. For other constituents, if the detected concentrations from the total metals analysis above are greater than or equal to ten times the Soluble Threshold Limit Concentration (STLC) value, as shown on attached Table A in Specification Section 02450, the WET shall be conducted for those individual metals as well.

3. Analysis for SVOCs: *All samples* (fibers, infill, backing.) shall be analyzed for the SW-846 list of SVOCs. The submitted samples shall be prepared by the laboratory for analysis by USEPA method 3540 or 3550. The samples shall then be analyzed for SVOC concentrations by USEPA method 8270B or 8270C. Results shall at a minimum include data for aniline (CAS #62-53-3), phenol (108-95-2) and benzothiazole (95-16-9). Concentrations of SVOCs are to be provided for reference purposes only and are not being evaluated against any particular criteria.

*Evaluation Criteria:* The detected concentrations of lead, chromium, and zinc in the samples of the turf infill material shall not exceed the threshold values listed in Tables A & B, outlined below for total metals and leachable metals analyses. In no case, shall the total metal concentration of any metal equal or exceed the TTLC values. In addition, concentrations of metals detected in any leachate tests shall not exceed the STLC value (for threshold values, see California Code of Regulations, Title 22, Chapter 11, Article 3.)

**TABLE A. Maximum levels of metals permitted for synthetic turf products – recycled styrene butadiene rubber (SBR) infill materials**

Metal	Total metals analysis (mg/kg)	Leachable metals analysis (ug/L)
Chromium	750 i	50
Lead	50	2.5

Zinc	23,000 ii	250,000 iii
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- i. No total chromium value promulgated in ESLs; chromium III value indicated instead.
- ii. California Human Health Screening Levels (CHHSLs) for soil for residential land use.
- iii. Selected soluble threshold limit concentration (STLC).

**TABLE C (to be completed by Turf Company)**

Metal	Total metals analysis (mg/kg)	Leachable metals analysis (ug/L)
Chromium		
Lead		
Zinc		

**TABLE B. Maximum levels of total metals permitted for synthetic turf products – fibers, underlayment, and backing**

Metal	Total metals analysis (mg/kg)
Chromium	25
Lead	50

**TABLE D (to be completed by Turf Company)**

Metal	Total metals analysis (mg/kg)
Chromium	
Lead	

#### 4. BROMINATED FLAME RETARDANTS

A. The Turf Company shall provide verification that brominated flame retardants have not been intentionally added in the manufacture of the turf fiber, backing, underlayment or infill materials. Verification can take the form of a signed letter from the manufacturer, or appropriate laboratory analyses of the product proving that levels of elemental bromine are lower than 1% by weight.

### PART 3 EXECUTION

#### 1. TURF INFILL SALVAGING AND CLEANING OPERATIONS (BASE BID)

- A. If Contractor / Turf Company elects to salvage and re-use existing infill, Contractor / Turf Company must remove all infill from the carpet and send the sand and rubber infill to an infill regeneration or similar facility to be cleaned.
- B. Infill cleaning facility must separate all particle sizes (sand and rubber particles must be 99% separated) and use a minimum of a two-filter cleaning process.
- C. Filtering process must include the following: Fluidized bed dryer, Gravity table, destoner unit, heated and filtered through a system with a minimum of 8000 CFM.
- D. All infill that is being reused must be able to be weighed individually to insure proper quantities and weight for re-installation.
- E. As an alternative to this process, Contractor / Turf Company can fully remove existing infill and provide new sand and SBR infill materials in the BASE BID.

## **2. FIELD BASE PREPARATION AND ADJUSTMENTS**

- F. Contractor shall ensure that the existing perimeter field subdrain trenches beneath the existing drainage / shock pad product are free draining (minimum 50 inches per hour as tested by an acceptable hydraulic ASTM infiltration / permeability test).
- G. Contractor is to fine grade and provide planarity of the existing rock base. Contractor is to exercise extreme care not to contaminate the existing subdrain trench drain rock trenches. Intent is just to smooth out any identified inconsistencies in the grade due to operations related to the removal of the old synthetic turf and prior to the re-installation of the drainage /shock pad and turf products. Once fine graded, the rock base shall be checked by the Contractor (under the observation of the Owner representative) by use of a string line method. A mason's line held taught between two workmen separated by a distance of approximately 100-125 feet, shall be placed directly on the finished surface, parallel to the direction of greatest slope. A third workman shall check for separations between the mason's line and the finished surface of the crushed rock. Areas of separation shall be outlined with marking paint and the depth of separation indicated. Entire finished surface shall be "walked" with mason's line in increments of approximately 3-6 feet. No deviation over the string line greater than 1/2" will be allowed, or 1/8" deviation over a ten foot long straightedge.
- H. Once the planarity of the permeable rock base has been reviewed and accepted by the Owner, the Contractor shall re-install the drainage / shock pad product in strict compliance with the manufacturer installation instructions. Contractor to exercise extreme care in order to avoid disturbing the field rock base. Any new panels that are needed to replace compromised or damaged panels or pieces of the drainage / shock pad are to be provided at the Contractor's sole expense.
- I. Contractor to take measures to ensure that the pad product is not exposed to the outdoor elements longer than the manufacturer's recommendations. Any product that exceeds this time duration shall be removed from the project site immediately and not used on the project.
- J. All sections of the pad material shall be interlocked and/or connected to adjacent pieces of the pad material in strict conformance with the manufacturer's written recommendations.

## **3. INSTALLING THE SYNTHETIC TURF**

- A. The installation shall be performed in full compliance with the reviewed and accepted product submittal.

- B. Only trained technicians, skilled in the installation of athletic caliber synthetic turf systems working under the direct supervision of the approved installer/manufacture supervisors, shall undertake any cutting, sewing, gluing, shearing, topdressing or brushing operations.
- C. The turf contractor shall strictly adhere to the installation procedures outlined in this section. Any variance from these requirements must be submitted to and accepted in writing, by the manufacturer's onsite representative, and submitted to the Owner, verifying that the changes do not, in any way, affect the warranty.
- D. The Turf Company's installation foreman shall inspect and accept the field's base, including the permeable crushed rock and drain / shock pad installation. Turf Company shall provide documentation to that effect, prior to the installation of the synthetic grass system. The surface shall be clean as installation commences and shall be maintained in that condition throughout the process.
- E. The carpet rolls are to be installed directly over the existing (and replacement panels) shock pad material. No equipment with loads greater than 35 pounds per square inch (35 psi) shall be allowed on the field. As required, Contractor is responsible for altering operations in order to adhere to this requirement. Contractor and synthetic turf installer shall strictly adhere to the written instructions provided by the shock pad manufacturer for installing turf on top of their product. Contractor shall always make sure that those vehicles that go on top of the shock pad are equipped with pneumatic (air-filled) tires, preferably turf tires. These tires are designed to spread loads and minimize damage to surface. Foam Filled or solid tires as well as tires with aggressive lug patterns should not be used on the Brock base, without synthetic turf installed. *If possible, use of an A-frame for unrolling of the synthetic turf is strongly recommended.*
- F. Any cutouts in the synthetic turf shall be per plans. Coordinate all cutouts in turf with Owner's Representative before cutting turf for utility boxes or other structures.
- G. The carpet rolls are to be installed directly over the properly prepared base. Extreme care should be taken to avoid disturbing the base, both in regard to compaction and planarity. It is suggested that a 2 - 5-ton static roller is on site and available to repair and properly compact any disturbed areas of the prepared base.
- H. The full width rolls shall be laid out across the width of the field. Utilizing standard state of the art sewing procedures each roll shall be attached to the next. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing field turf. **GLUING OF ROLLS SHALL NOT BE ACCEPTABLE.**
- I. The synthetic turf field shall utilize sewn seams. Minimum gluing will only be permitted to repair problem areas, corner completions, and to cut in any inlaid lines as required by the specifications. Seams between turf panels must be sewn. Inlaid markings may not be installed by means of cutting through the fabric and adhering the colored turf to a separate reinforcing tape or cloth. Rather, inlaid markings (that cannot be tufted into the fabric), shall be installed by means of shearing out the existing green fiber and laying in a new piece of colored fabric into a bed of suitable "hot melt" adhesive placed directly on the original turf backing material. Systems that cut through the turf

fabric for inlaid lines are not acceptable due to the fact that such a procedure shall weaken the structural integrity of the turf fabric backing. All seams shall be sewn using double bagger stitches and polyester thread or adhered using seaming tape and high grade adhesive (per the manufacturer's standard procedures). Seams shall be flat, tight, and permanent with no separation or fraying.

- J. Contractor to install industrial strength industry-specific velcro systems for the high face-weight insert panels at the baseball and softball high wear areas as called out in item 2.01. These systems shall be durable and stable enough to not move under foot traffic, but be able to be pulled apart and have the bottom receiving Velcro connection remain intact and in place, so that one of the replacement turf panels can replace the worn turf panel.
- K. Connections of the existing perimeter synthetic turf edges shall be completed by one of the following two methods:
  - a. For existing perimeter concrete edges (with recessed edge), use the manufacturer-approved adhesive.
  - b. For existing header boards, use industrial staples (min. depth embedment is one inch (1") at maximum 4 inch (4") on center staple spacing.
- L. The new (BASE BID and BID ALTERNATE) and re-used infill materials (BASE BID) shall be applied in thin lifts. The turf shall be brushed as the mixture is applied. The infill material shall be installed to a depth as specified in this section. The mix shall be uniform and even in thickness to assure proper playing characteristics.
- M. The infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The infill shall be placed so that there is not more than a 3/4" void to the top of the fibers.
- N. At near Substantial Completion of the synthetic turf fields, the turf contractor shall test for shock absorbency. The turf contractor and/or manufacturer shall pay for an independent testing laboratory accredited for such tests (who shall be pre-approved by the Owner). All testing and analysis of findings shall be completed by qualified persons utilizing correct techniques. The laboratory shall provide the necessary testing data to the Owner that verifies the finished field meets or exceeds the required shock attenuation. The G-max range shall be between 80 and 160 for the life of the warranty, as determined by the ASTM F355A and F1936 test procedures. Any test results that do not meet the requirements of this specification or if any one test value is greater than ten percent (10%) greater in variance as specified in 3.03-G, then the Contractor's field installer shall address the failed test area, be required to retest the entire field as stated above, and conform to these requirements prior to the issuance of the Certificate of Substantial Completion.

### **3.04 MAINTENANCE & WARRANTY**

- A. The turf installer and/or the turf manufacturer must provide the following prior to Final Acceptance and the Owner filing the Project Notice of Completion:
  - 1. The turf manufacturer shall provide the written warranty for the project per the minimum requirements identified in this specification section. Submit Manufacturer Warranty and ensure that forms have been completed in Owner's

name and registered with Manufacturer and Insurance Carrier. Submit information confirming that the third-party insurance policy, non-cancelable and pre-paid, is in effect covering this installation, and underwritten by a Best "A" Rated Insurance Carrier. Insurance carrier must confirm that the policy is in force and premiums paid.

2. The date of all warranties commence on the date the Owner's governing body has formally accepted the project.

3. Three (3) copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventive maintenance of the turf system, including painting and markings.

4. Project Record Documents: Record actual locations of seams and other pertinent information.

5. Upon completion of the field installation, the turf installation contractor shall have some supervisory personnel provide a minimum three (3) hour field training seminar with the Owner on how to care for the field. At a minimum, seminar shall include a demonstration of how to care for the field, review the entire provided maintenance manual (including the proper procedure for removal of gum and other debris) and answer any questions.

6. Turf Company shall provide all high face weight velcro'd replacement panels as called out in item 2.01,

B. Turf Manufacturer shall be responsible for the testing of the G-max levels of the installed synthetic turf at the completion of years two, four, six, and three months prior to the completion of year eight.

1. If any of these tests do not fall within the G-max range as specified in this specification section, the Manufacturer will be required to modify the field composition to the sole satisfaction of the Owner so that it falls within the target G-max range.

2. All costs associated with such work shall be borne solely by the Manufacturer and/or installer.

3. Any failed test shall be retested to verify that the field meets the specifications.

4. All testing shall be paid by the Manufacturer and/or installer.

5. All testing shall be completed by an independent testing laboratory accredited for such tests, and shall be pre-approved by the Owner.

6. All testing and analysis of findings shall be completed by qualified persons utilizing the required techniques outlined in the ASTM F355 test standard.

C. Included in its bid, the Turf Company shall provide a comprehensive maintenance service contract for the duration of the manufacturer's warranty, but not less than 8-years. The Turf company shall provide two maintenance visits per year for the entirety of the 8 year warranty as part of this proposal (for an entirety of 16 visits). Each maintenance service visit shall be scheduled at least 30 days in advance at the City's request to allow for City program coordination and shall include the following:

5. One (1) SMG Sportchamp grooming session including:

d. A general sweeping to remove foreign objects such as dirt, leaves, bird droppings, gum and other debris that may collect on the field surface.

e. A deep groom, sweep and rejuvenation to de-compact infill and in an effort to maintain appropriate G-Max levels, as well as clean the infill from deleterious matter contaminating the infill material. All accumulated

debris and contaminating material shall be off-hauled and disposed of in a legal manner by the Turf Company.

f. Minor repairs (sewing/adhesive failures, inlay separation, and general workmanship) as needed shall be completed by the Turf Company for items found relating to the synthetic surface.

6. Overall analysis and inspection of the field and its applicable systems, including fiber wear analysis, ultraviolet degradation, infill depth and consistency, infill migration, field edging attachments, sewn and glued seams, line verification and field inserts (inlays).

7. Minor repairs (sewing/adhesive failures, inlay separation, and general workmanship) as needed, of items found relating to the synthetic surface.

#### **END OF SECTION**