



CITY OF LINDSAY

CALIFORNIA

### Notice to Bidders

Sealed proposals for the All-Concrete Design Build Skatepark Project will be received at the office of the City Clerk, 251 E. Honolulu Street, Lindsay, CA 93247, until 3:00 p.m., on Thursday, August 22, 2024.

If there are any questions, please direct them to:

Armando da Silva, Recreation Director  
City of Lindsay  
860 N. Sequoia Ave.  
Lindsay, CA 93247  
559-562-5196

An executed copy of the contract and purchase order will be issued to the successful bidder that shall constitute acceptance of the Bidder's Proposal.

A "non-mandatory" pre-bid walk will be on Thursday, August 15, 2024, at 9 AM at the Lindsay Skate Park located at City Park, 850 N Elmwood Ave, Lindsay, CA 93247.

Each **sealed** proposal shall be addressed to **City Clerk, 251 E. HONOLULU STREET, LINDSAY, CA 93247**, be endorsed with the name of the bidder, and be plainly marked "All-Concrete Skatepark Project."

The City reserves the right to reject any or all proposals.

CITY OF LINDSAY

Contract For All- Concrete Design Build  
Skatepark Project

This contract is made by and between the City of Lindsay, A Municipal Corporation ("City"), and \_\_\_\_\_ ("Contractor").

The undersigned hereby agrees to complete the design and construction of a 50' x 79' All-Concrete Skatepark. The current facility consists of a concrete slab with prefabricated features mounted to the slab's surface. The skatepark features and obstacles have exceeded their useful life and need to be removed to prepare the site for the new skatepark.

The project shall also be installed to meet the following criteria and the Scope of Work attached as Exhibit "A":

1. Prevailing Wage Requirement

In accordance with the provisions of Section 1770 to 1780 of the Labor Code, the City of Lindsay has ascertained that the general prevailing rate of per diem wages applicable to the work to be done is contained in the wage schedule of the General Prevailing Wage Determinations made by the State of California Director of Industrial Relations. A copy of said schedule is now on file in the office of the City Engineer and by reference incorporated herein as if set out in full.

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

The Contractor agrees to comply with Sections 1810-1817 of the Labor Code prohibiting employment for over eight (8) hours in any one day or forty (40) hours in one week unless compensated at the rate of 1½ times the basic rate of pay (LC 1815).

2. Insurance Requirements

a. Contractor shall procure and maintain for the duration of this contract insurance covering claims for injuries to persons and damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representative, employees, or subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

(1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.

(2) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage. **Workers' Compensation:** as required by the State

of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

b. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

c. The policies are to contain, or be endorsed to contain, the following provisions:

(1) The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall be non-contributory.

(3) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

Contractor shall furnish the City 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 City 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 City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

e. Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

f. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### 3. City Indemnification

Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorney's fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Contractor or its employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement. This indemnification shall survive the termination of this agreement.

### 4. Cost of Services

Contractor shall complete all work as identified in this bid proposal for the lump sum price of \$\_\_\_\_\_.

The Contractor shall once each month prepare an estimate (on forms furnished by the Engineer) of the total amount of work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Engineer shall review the Contractor's monthly estimate for compliance with the provisions of the contract. Upon the Engineer's approval of the Contractor's monthly estimate, the City of Lindsay shall retain 5% of such estimated value of the work done and materials on hand and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when in the judgment of the Engineer, the work is not the total value of the work done since the last estimate amounts to less than five hundred dollars (\$500).

Contractor shall provide a schedule of values that identifies each phase of the design and construction of the project and will be the basis for any progress payments made during the contract period.

5. Time of Completion

The Contractor shall complete all work as identified in this bid proposal in no more than 60 calendar days from the issuance by the City of a Notice to Proceed, which will occur immediately after this bid contract has been signed by both parties.

If work is not completed in specified time frame and no approved change orders extending contract time have been approved, the Contractor shall pay the sum of \$250.00 per day beyond the contract completion time in the form of liquidated damages.

Contractor shall comply with all applicable laws, rules, regulations and ordinances in its performance of this contract.

6. Compliance with Laws

Contractor shall use the proper standard of care in performing the services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. In addition, if the request for proposal to provide professional services which are the subject of this contract cited any federal or state financial assistance involved in the project for which the services are provided, the Contractor shall perform all services in accordance with all applicable federal and state laws, rates and regulations.

7. Licenses

Contractor represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to lawfully and competently perform the services. Contractor represents and warrants to City that

Contractor shall, at its sole cost and expense, keep in effect, or obtain at all times during the term of this contract, any licenses, permits, insurance and approvals which are legally required of Contractor to lawfully and competently perform the services. Contractor shall maintain a City of Lindsay business license.

8. Assignment and Subcontracting

The parties recognize that a substantial inducement to City for entering into this contract is the reputation, experience and competence of Contractor. Assignments of any or all rights, duties or obligations of the Contractor under this contract will be permitted only with the express consent of the City, which consent may be withheld in the sole and absolute discretion of City. Contractor shall not subcontract any portion of the services to be performed under this contract without the written consent of the City, which consent may be withheld in the sole and absolute discretion of City. If City consents to such subcontract, Contractor shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this contract shall: (1) create any contractual relationship between City and subcontractor; (2) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; or (3) relieve Contractor of any of its obligations and responsibilities under this contract.

9. Attorney's Fees

If an action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary

disbursements, in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this contract or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Kings, State of California for any proceeding arising hereunder.

10. Sole and Only Contract

This contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this contract, and no other agreement, statement or promise shall be valid or binding.

11. Invalidity

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

12. Amendment

No change, amendment or modification of this contract shall be valid unless the same be in writing and signed by the parties hereto.

13. Governing Law

This contract shall be construed and governed pursuant to the laws of the State of California.

14. Waiver

Waiver of a breach or default under this contract shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this contract.

15. Authority to Enter Contract

Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the contract. Each party warrants that the individuals who have signed this contract have the legal power, right and authority to make this contract and to bind each respective party.

16. Notice

Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or email if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address identified below.

17. Existing Conditions

The contractor is to have visited the premises and considered all conditions that might affect the work in undertaking the work under this contract. No consideration will be given to any claims based on a lack of knowledge of existing conditions. **The pre-bid walk is on Thursday, August 15, 2024, at 9 AM.**

IN WITNESS WHEREOF, this Contract is executed by the duly authorized agent(s) of the City and by the Contractor on the date set before the name of each.

CITY OF LINDSAY

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

(City Seal)  
Attest:  
\_\_\_\_\_  
City Clerk  
City of Lindsay

\_\_\_\_\_  
Contractor

(Corporate Seal) By: \_\_\_\_\_  
\_\_\_\_\_  
Title

Approved as to Form:  
\_\_\_\_\_  
City Attorney for City of Lindsay



## Authorized Signatures for Corporate Contractors

The undersigned certifies that they are authorized to execute documents on behalf of the corporation:

_____ President	_____ Date
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_____ Secretary	_____ Date
--------------------	---------------

_____ Treasurer	_____ Date
--------------------	---------------

(Corporate Seal)

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION  
CONCERNING STATE LABOR STANDARDS**

All contractors and subcontractors shall give the following certifications to the grantee and forward this certification to the grantee within ten days after the execution of any contract or subcontract.

A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, twenty-five dollars (\$25.00) for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week."

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Contractor/Subcontractor

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

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Typed Name and Title

## **CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor certifies that he does not nor will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed sub consultants for specific time periods) we will obtain identical certifications from proposed sub consultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed sub consultants (except where the proposed sub consultants have submitted identical certifications for specific time periods).

We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

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Signature

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

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Title

## BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as "Contractor", as Principal, and \_\_\_\_\_ as Surety, are held firmly bound unto the City of Lindsay in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **All-Concrete Design Build Skatepark Project** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect:

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

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

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
City Attorney for City of Lindsay

## BOND FOR MATERIALS AND LABOR

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as "Contractor", as Principal, and \_\_\_\_\_ as Surety, are held firmly bound unto the City of Lindsay in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter a Contract with the City of Lindsay for furnishing all materials, equipment and labor and in the constructing of City of Lindsay, **All-Concrete Design Build Skatepark** for said City and is required by said City to give this bond in connection with the execution of said Contract:

NOW, THEREFORE, if the said Principal as Contractor in said contract, or its, his or their subcontractors fails to pay for any materials, provisions, provider or other supplies, or teams, used in, upon, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said Surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons entitled to file claims as under Section 1192.1 of the Code of Civil Procedure of the State of California.

PROVIDED, that any alternations in the work to be done, or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either the Contractor or the Surety thereunder, nor shall the extension of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alternations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/Principal

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

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
City Attorney for City of Lindsay

## CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_ the duly authorized and acting  
(Please Type)

legal representative of **City of Lindsay**, do hereby certify as follows:

I have examined the attached CONTRACT(s), Performance and Payment BONDS and insurance certificates and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the CONTRACTOR's insurance coverage complies with the requirements of the CONTRACT.

\_\_\_\_\_  
(Attorney's Signature)

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

**CONTRACTOR INFORMATION:**

Firm Name \_\_\_\_\_

*Note: In addition, place name on each Bid Sheet where space is provided*

Address \_\_\_\_\_

\_\_\_\_\_

Email \_\_\_\_\_

Telephone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

Contractor's License Expiration Date \_\_\_\_\_

Contractor's License Classification(s) \_\_\_\_\_

Contractor's California DIR Number \_\_\_\_\_

***I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.***

BID AND CERTIFICATION SUBMITTED \_\_\_\_\_

DATE

SIGNATURE \_\_\_\_\_

*AUTHORIZED REPRESENTATIVE*

\_\_\_\_\_  
*PRINT OF TYPE NAME*

TITLE \_\_\_\_\_

SUBMIT THIS SHEET WITH YOUR BID

## DESIGNATION OF SUBCONTRACTORS

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the names and location of places of business of all subcontractors who will perform work or labor or render service to the bidder in an amount in excess of one-half of one percent (0.5%) of the total bid. Refer to Section 2-8 of the Standard Construction Specifications.

The apparent low bidder must submit a listing of license numbers for all subcontractors within three days, not counting Saturdays, Sundays, and holidays, of bid opening. If the low bidder is not the apparent low bidder, the apparent low bidder shall submit the license numbers of all listed subcontractors to the Agency within three days not counting Saturdays, Sundays, and holidays, of the date notified.

If the percentage of the work is not filled out, it will be assumed that the sub is responsible for 100% of the line items related to his trades work.

PERCENT PERFORMED/TYPE OF WORK	SUBCONTRACTOR'S NAME	BUSINESS LOCATION CITY, STATE

(USE ADDITIONAL SHEETS IF NECESSARY)  
SUBMIT THIS SHEET WITH YOUR BID



## EXHIBIT A

### SCOPE OF WORK

#### ALL-CONCRETE DESIGN BUILD SKATEPARK

##### 1.01            GENERAL

##### 1.01.01        GENERAL DESCRIPTION

- A. Ability to complete design and construction of a prefab / precast all-concrete skatepark.

##### 1.01.02        RELATED SECTIONS

- A. References

1. The Skatepark Project (TSP)
2. Public Skatepark Development Guide
3. American Concrete Institute (ACI)
4. National Ready Mixed Concrete Association (NRMCA)

##### 1.01.03        CONCRETE FINISH REQUIREMENTS

- A. Concrete finish and smoothness is of the utmost importance.

##### 1.01.04        STANDARDS AND REQUIREMENTS

- A. Coping and steel edging must be cleaned, primed, and painted correctly.
- B. Ramps shall be extremely strong and smooth. Each ramp shall withstand thousands of pounds of force.
- C. At no point shall standard "flat" concrete be less than 5" thick.
- D. At no point shall ramp or bank concrete be less than 6" thick.
- E. No concrete shall have a comprehensive strength less than 4000 psi unless otherwise noted on plan or allowed by City.
- F. No concrete shall have an aggregate smaller than 3/8"
- G. Steel coping shall be anchored by welded steel anchors. Rebar is NOT considered a steel anchor. All anchors shall be at minimum cold rolled black steel rod or bolts.
- H. Steel coping anchors shall never be placed within 2" of surface of concrete to avoid cracking and rust broadcast.

- I. ALL concrete shall have a 1/8" radius tooled edge in any instance where it comes in contact with steel edging.
- J. Vertical 1 / 4" steel plate is excepted from above requirement.
- K. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
- L. The installer shall be a certified of the specified system.
- M. The manufacturer's representative shall be available to help resolve material questions.

#### 1.01.05 SUBMITTALS

- A. The estimated duration of the project is separated into design and construction phases. Manufacturer's Project References: Submit manufacturer's list of successfully completed all-concrete design build skatepark projects, including project name, location, and date of application.
- B. Installer's Project References: Submit manufacturer's list of successfully completed all-concrete design build skatepark projects, including project name, location, and date of application.
- C. Warranty Documentation: Submit manufacturer's standard warranty.
- D. Product substitution: If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a test of at least 1000 hours stability of the all-concrete ramps. Under no circumstances will systems from multiple manufacturers be considered.

#### 1.01.06 GUARANTEE & WARRANTY

- A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.
- B. Contactor shall accept warranty items as follows;
  - 1. Contractor shall warrant that the product shall be free from hydration cracking on each piece of product for the entire duration of the construction project.
  - 2. Cracks in excess of 1 / 4-inch shall be warranted for 1 year.

3. All steel edging shall be warranted against becoming loose for a period of 1 year.
4. All concrete surfaces shall be warranted against spalling or scaling for a period of 1 year.
5. Concrete under or adjacent to steel edging or coping shall be free from voids, chipping, and / or failure for a period of 1 year.

1.01.07          INSTALLER QUALIFICATIONS

- A. Installer shall be regularly engaged in construction and installation of prefab / precast all-concrete skatepark materials. A minimum of two similar projects shall be identified in the proposal as a reference.

1.01.08          MANUFACTURER QUALIFICATIONS

- A. 3 years of continuous operation under current corporate or entity name.
- B. The manufacturer shall be a US owned company.
- C. Experienced skatepark builders who skate will understand standards, know if standards are up to date, or if practices should be held to a higher standard.

1.02              PRODUCT

1.02.01          MATERIALS

- A. Prefab / Precast All-Concrete Skate Ramps
  1. Ramps shall be built using high strength concrete with fiberglass reinforcement.
  2. The fiberglass reinforcement will never rust or spall (break) the concrete.

1.02.02          WEATHER LIMITATIONS

- A. Do not install when rainfall is imminent or extremely high humidity prevents drying.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE RAMPS.

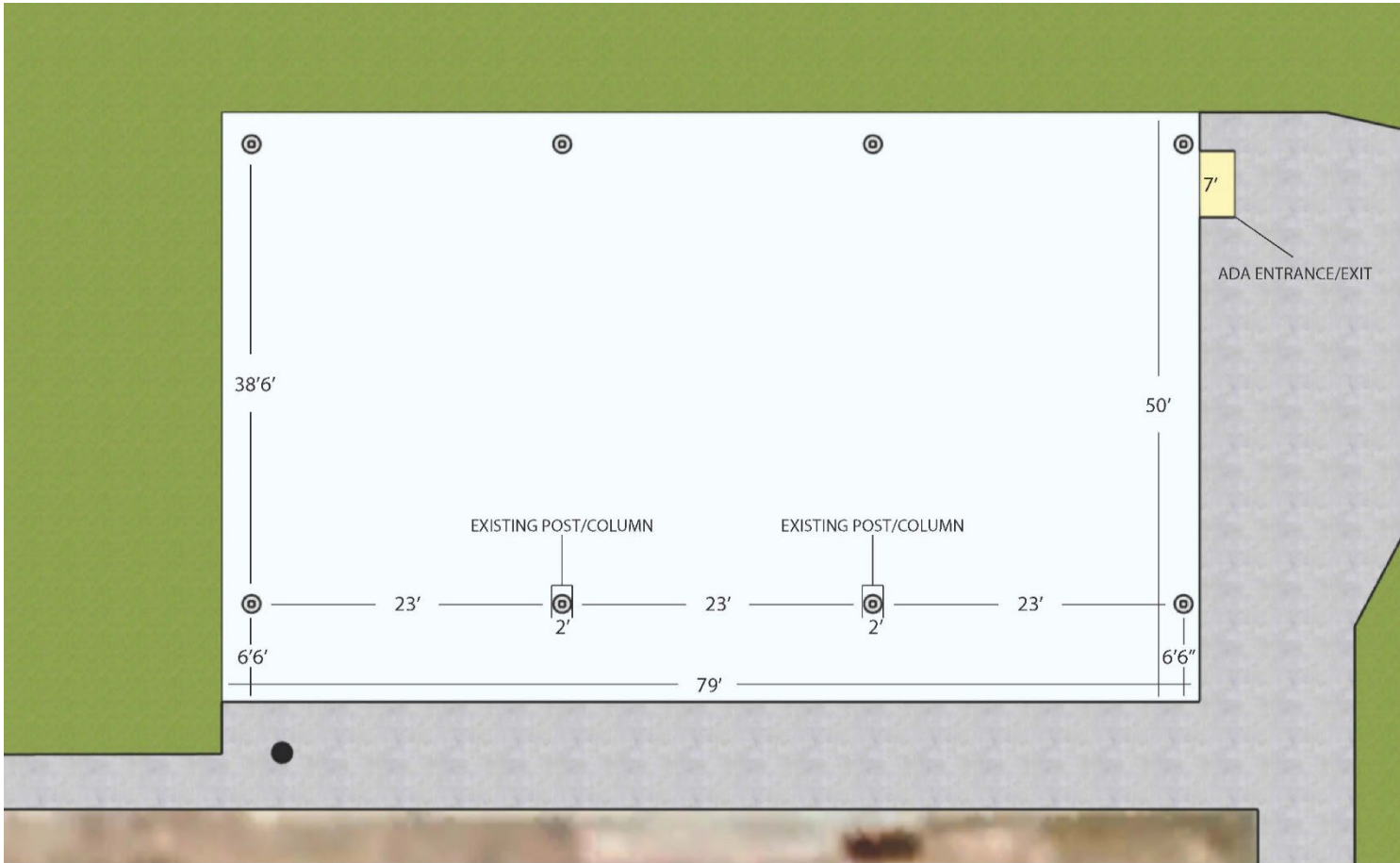
1.01.01          CLEAN UP

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, State and Federal regulations.
- B. Leave site in a clean and orderly condition.

- C. The re-erection of all fencing removed to provide access for equipment, and/or fencing adjusted for clearance as required, shall conform to the standards of the trade. Any fence fastenings, parts etc. damaged in the removal work shall be replaced with new material.

#### **GUARD RAILING REQUIREMENTS**

The Contractor shall provide and install 42" height guard railing with sphere opening of 4" max on to the top backs and top sides of ramps per the 2022 California Building Code, Section 1015 GUARDS, 1015.2, where required. Guards shall be located along open sided walking, surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landing that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with 2022 California Building Code, Section 1607.9.



# LINDSAY SKATEPARK

CITY OF LINDSAY

