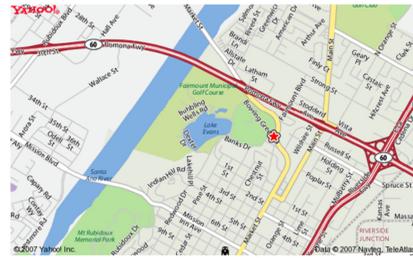


LOCATION MAP



AREA MAP



SITE MAP

INDEX:
SHEET 1: TITLE SHEET
SHEET 2: E-1
SHEET 3: E-2

**Fairmount Park
 Lighting and Paving**
 2601 Fairmount Blvd., Riverside, CA

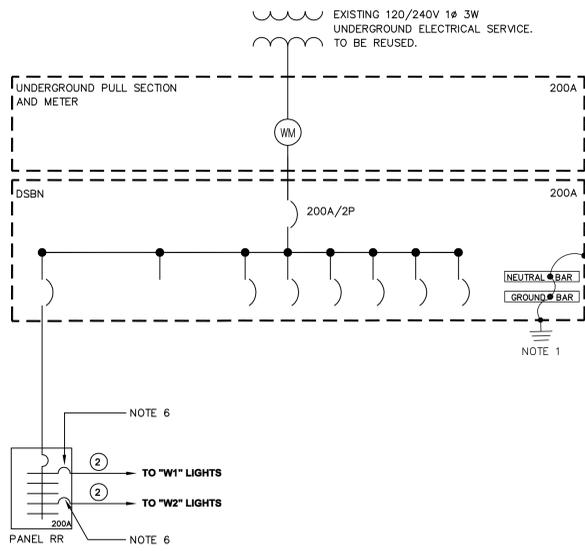
City of Riverside
 Parks, Recreation, & Community Services
 Department
 3900 Main Street, Riverside, CA 92522
 951/826-2000 FAX 951/826-2038



revisions	by

date	11/12/07
design	
drawn	
check	
acct. no.	
TITLE SHEET	
1 of 3	

BID NO.: 6580



A.C. SINGLE LINE DIAGRAM
NO SCALE

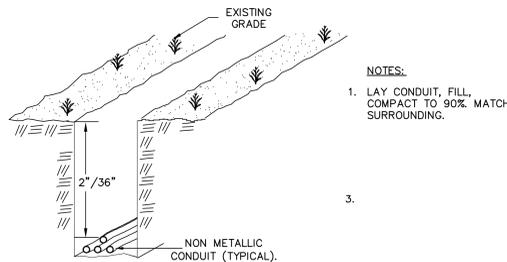
1
E1

SWITCHGEAR NOTES:

- BOND NEUTRAL BUS, GROUNDING BUS, AND SERVICE RACEWAY. CONNECT TO: (1) AN EFFECTIVELY GROUNDING STRUCTURAL METAL MEMBER OF THE STRUCTURE, IF AVAILABLE (2) METAL WATER PIPE (WITHIN FIRST FIVE FEET OF THE WATER PIPE ENTRANCE TO THE BUILDING), IF AVAILABLE (3) OTHER MADE GROUND ELECTRODES (DRIVEN GROUND ROD) SHOWN ON THESE PLANS. USE #4 COPPER CONDUCTORS FOR BONDING. GROUNDING CONDUCTOR SIZE PER DRIVEN GROUND ROD DETAIL.
- QUANTITY OF CIRCUIT BREAKERS SHOWN IS DIAGRAMMATICAL. REF. SITE PLAN AND A.C. BREAKER ASSIGNMENTS FOR QTY, SIZES OF CIRCUIT BREAKERS, CONDUCTORS AND CONDUIT.
- ALL SWITCHGEAR SHOWN IS EXISTING AND IS TO BE REUSED UNLESS OTHERWISE NOTED.
- CONTRACTOR WILL PROVIDE LETTER TO ENGINEER CONFIRMING ALL EQUIPMENT AND TERMINATIONS ARE PROPERLY TORQUED - SIGNED BY LICENSED CONTRACTOR.
- E.C. IS TO TRANSITION FROM 90° RATED CONDUCTORS TO 75° RATED CONDUCTORS WHEN TERMINATING INTO A THERMAL-MAGNETIC OVERCURRENT DEVICE RATED 75° ILSCO TAP WITH CAP TO BE USED.
- E.C. IS PROVIDE NEW 20A/2P CIRCUIT BREAKER. TYPE AND AIC RATING TO MATCH EXISTING.

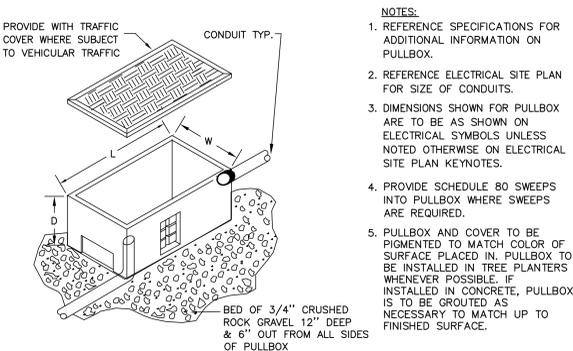
VOLTAGE DROP CALCS										
PED - WALKWAY LIGHTS - WORSE CASE - (W1)										
FROM	TO	QTY	VOLT-AMPS	VOLTAGE	AMPS	CONDR SIZE	Rac	DIST.	VOLT DROP	%
PANEL	#1	13	174	240	9.45	#6	0.4900	800	7.41	3.09%
#1	#2	12	174	240	8.72	#6	0.4900	85	0.73	0.30%
#2	#3	11	174	240	7.99	#6	0.4900	90	0.70	0.29%
#3	#4	10	174	240	7.27	#6	0.4900	90	0.64	0.27%
#4	#5	9	174	240	6.54	#6	0.4900	80	0.51	0.21%
#5	#6	8	174	240	5.81	#6	0.4900	85	0.48	0.20%
#6	#7	7	174	240	5.09	#6	0.4900	105	0.52	0.22%
#7	#8	6	174	240	4.36	#6	0.4900	90	0.38	0.16%
#8	#9	5	174	240	3.63	#6	0.4900	95	0.34	0.14%
#9	#10	4	174	240	2.91	#6	0.4900	105	0.30	0.12%
#10	#11	3	174	240	2.18	#6	0.4900	105	0.22	0.09%
#11	#12	2	174	240	1.45	#6	0.4900	90	0.13	0.05%
#12	#13	1	174	240	0.73	#6	0.4900	100	0.07	0.03%
TOTALS								1920	12.44	5.18%

CONDUCTOR SCHEDULE				
RUN	CIRCUIT	GROUND	CONDUIT	% FILL
①	4#6	1#10	1"	26.28%
②	2#6	1#10	1"	14.21%



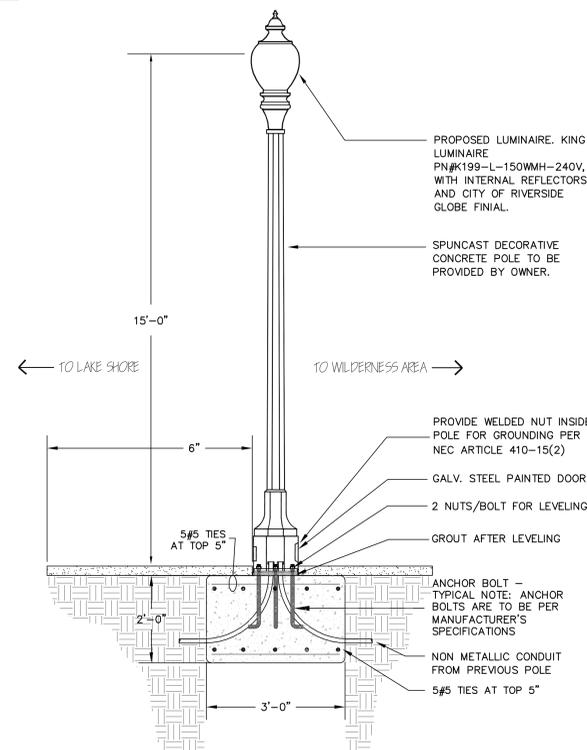
BRANCH CIRCUIT TRENCH DETAIL
NO SCALE

2
E1



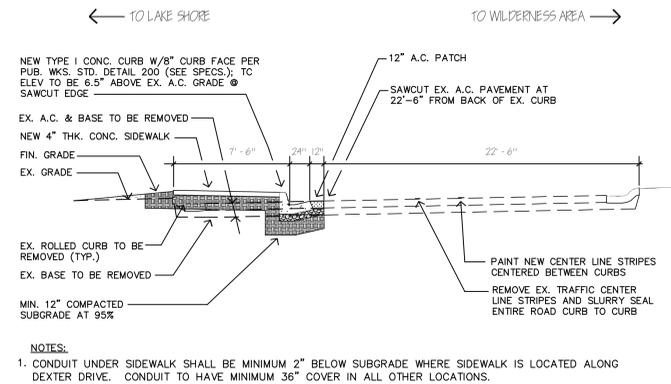
PULLBOX INSTALLATION DETAIL
NO SCALE

3
E1



SINGLE HEAD DECORATIVE POLE FOOTING AND LUMINAIRE DETAIL
NO SCALE

4
E1



ROAD IMPROVEMENT DETAIL
NO SCALE

5
E1

CONSTRUCTION NOTES

- THE E.C. SHALL PROTECT PROPERTY AND FACILITIES ADJACENT TO THE CONSTRUCTION AREA AND ALL PROPERTY AND FACILITIES WITHIN THE CONSTRUCTION AREA.
- THE E.C. SHALL RESTORE ALL PUBLIC OR PRIVATELY OWNED IMPROVEMENTS AND FACILITIES (I.E. LANDSCAPING, FENCES, STRUCTURES, IRRIGATION/SPRINKLERS, MAIL BOXES, ETC.) TO THEIR ORIGINAL CONDITION PRIOR TO PROJECT COMPLETION AS DIRECTED BY THE ELECTRICAL ENGINEER. THE E.C. SHALL RESTORE THESE ITEMS AT HIS OWN EXPENSE. IN THE EVENT IMPROVEMENTS OR FACILITIES ARE DAMAGED, THEY SHALL BE REPLACED WITH NEW MATERIALS EQUAL TO THE ORIGINAL.
- THE E.C. SHALL PROTECT ANY EXISTING IRRIGATION SYSTEM IN PLACE WHERE POSSIBLE. IF THE LOCATION OF IRRIGATION LINES IS IN CONFLICT WITH THE PROPOSED STREET LIGHT CONCRETE BASE/FOOTING, THE E.C. SHALL REROUTE ALL EFFECTED LINES AS DIRECTED BY THE ELECTRICAL ENGINEER.
- ALL COSTS TO THE E.C. FOR LANDSCAPING AND IRRIGATION WORK REPAIR SHALL BE INCLUDED IN THE CONTRACT PRICE AND SHALL INCLUDE FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT, AND PERFORMING ALL WORK NECESSARY TO COMPLETE AND MAINTAIN THE LANDSCAPING AND IRRIGATION WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED THEREFOR.
- IN AREAS WHERE EXISTING PAVEMENT IS TO BE REPLACED, TRENCHING INSTALLATION SHALL BE COMPLETED PRIOR TO PLACING FINAL PAVEMENT LAYER.
- THE E.C. SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AS A RESULT OF HIS OPERATIONS. THE LOCATION OF EXISTING UTILITIES, AS SHOWN ON THE PLANS, WAS OBTAINED FROM A SEARCH OF AVAILABLE RECORDS. IT SHALL BE THE E.C.'S RESPONSIBILITY TO NOTIFY UNDERGROUND SERVICE ALERT TO DETERMINE EXACT FIELD LOCATION OF ALL UTILITIES SHOWN OR NOT SHOWN ON THE PLANS WHICH MAY CONFLICT WITH HIS OPERATIONS. POT HOLE OF EXISTING UTILITIES WILL BE REQUIRED TO DETERMINE EXACT DEPTH AND FIELD LOCATIONS AND SHALL BE THE RESPONSIBILITY OF THE E.C.
- THE E.C. SHALL EXPOSE ALL UTILITIES FAR ENOUGH IN ADVANCE OF HIS OPERATIONS TO ALLOW FOR ANY NECESSARY ADJUSTMENTS IN GRADE TO CLEAR THESE UTILITIES.
- ROAD SURFACES, DAMAGED OR REMOVED, SHALL BE REPLACED TO CITY STANDARDS.
- SIDEWALK AND PLANTED AREAS WHERE NEW PULL BOXES ARE INSTALLED SHALL BE REPLACED TO MATCH THE EXISTING SURFACES.
- ALL TRENCHING SHALL BE DONE IN THE STRAIGHTEST AND SHORTEST ROUTE POSSIBLE. E.C. IS TO CONFIRM ROUTING OF ALL CONDUIT WITH E.E. PRIOR TO BEGINNING OF WORK.
- ALL ELECTRICAL WORK TO BE DONE BY C-10 LICENSEE ONLY.
- FIELD INSPECTOR SHALL VERIFY THAT PULLBOX HAS BEEN PLACED ON BED OF ROCK AS SHOWN, PRIOR TO FINAL ACCEPTANCE.
- E.C. IS TO PROVIDE ROAD BLOCKAGE, CROSSING AND TRAFFIC CONTROL PER CITY ORDINANCE. ALL TRAFFIC CONTROL IS TO BE INCLUDED IN BID.

ELECTRICAL NOTES & SYMBOLS

- ALL WORK TO BE DONE IN ACCORDANCE WITH CALIFORNIA ELECTRICAL CODE 2004 EDITION.
- ALL UNDERGROUND OUTSIDE BRANCH CIRCUIT AND FEEDER CIRCUITS ARE TO BE RUN IN NONMETALLIC CONDUIT SCHEDULE 40, UNLESS OTHERWISE INDICATED, LISTED FOR UNDERGROUND INSTALLATIONS, UL LISTED AND RATED FOR 90° CONDUCTORS. ALL ELECTRICAL CONDUCTORS RUN EXPOSED, SHALL BE RUN IN EMT CONDUIT SUPPORTED AT 10' INTERVALS AND WITHIN 3' OF TERMINATIONS OR BOXES.
- ALL ELECTRICAL SYMBOLS PER ANSI Y32.9 1972. REAFFIRMED 1989.
- GFCl PROTECTED AND WEATHERPROOF RECEPTACLE OUTLET IS TO BE LOCATED WITHIN 25 FEET OF ROOF MOUNTED HVAC EQUIPMENT RECEPTACLE IS NOT TO BE WIRED ON LOAD SIDE OF ANY DISCONNECT SWITCH CONTROLLING ROOF MOUNTED HVAC EQUIPMENT. PER NEC ARTICLE 210-63 & THE UMC. MOUNT CENTER AT +15".
- ALL NEW ELECTRICAL CONDUCTORS ARE TO BE COPPER. INSULATION FOR #12 TO #1 SHALL BE THWN, #1/0 THROUGH #4/0 SHALL BE TYPE XHHW 55mils, AND #250 MCM AND LARGER SHALL BE TYPE XHHW 65mils GROUNDING CONDUCTOR SHALL BE THWN.
- UTILITIES AND LIGHTING EQUIPMENT ARE DRAWN DIAGRAMMATICALLY. SCALED DIMENSIONS ARE APPROXIMATE ONLY. BEFORE PROCEEDING WITH WORK, CAREFULLY CHECK AND VERIFY DIMENSIONS IMMEDIATELY NOTIFY ENGINEER OF DISCREPANCIES BETWEEN DRAWINGS OR SPECIFICATIONS AND ACTUAL CONDITIONS ALTHOUGH SIZES AND LOCATIONS OF EQUIPMENT ARE DRAWN TO SCALE WHEREVER POSSIBLE, IT IS NOT WITHIN SCOPE OF THE DRAWINGS TO SHOW NECESSARY OFFSETS, OBSTRUCTIONS, OR SITE CONDITIONS. THE CONTRACTOR WILL BE RESPONSIBLE TO INSTALL WORK IN SUCH A MANNER THAT IT WILL CONFORM TO SITE CONDITIONS, COMPLETE AND IN GOOD WORKING ORDER.
- ALL BRANCH CIRCUITS AND FEEDERS CIRCUITS SHALL HAVE A GROUNDING CONDUCTOR PULLED WITH THEM. REF. A.C. BREAKER ASSIGNMENTS & LIGHT AND POWER LAYOUTS FOR SIZE OF GROUNDING CONDUCTOR. THIS COPPER GROUNDING CONDUCTOR SHALL BE TERMINATED TO GROUNDING TERMINALS OF ALL RECEPTACLES & ALL NONCURRENT-CARRYING CONDUCTIVE SURFACES OF FIXED ELECTRIC EQUIPMENT LIKELY TO BECOME ENERGIZED THAT ARE SUBJECT TO PERSONAL CONTACT.
- THE E.C. SHALL PROVIDE SUPPORT FOR ALL FIXTURES AND ELECTRICAL EQUIPMENT TO COMPLY WITH THE SEISMIC REQUIREMENTS OF THE UNIFORM BUILDING CODE AND ALL LOCAL ORDINANCES. THE E.C. SHALL VERIFY WHO IS PROVIDING SUPPORT WIRES FOR ALL LIGHTING FIXTURES IN SUSPENDED CEILING AS REQUIRED.

ABBREVIATIONS

EXIST.	EXISTING TO BE REUSED	E.C.	ELECTRICAL CONTRACTOR
PROV.	TO BE FURNISHED & INSTALLED NEW, BY E.C.	TYP.	TYPICAL
M.O.C.D.	MAIN OVER CURRENT DEVICE, EITHER A FUSE OR CIRCUIT BREAKER	BRANCH CIRCUIT	ELECTRICAL CONDUCTORS BEYOND THE LAST PROTECTIVE DEVICE
XFMR	TRANSFORMER, ELECTRICAL DEVICE THAT CHANGES VOLTAGE LEVELS PRIMARY, OR HIGH VOLTAGE SIDE OF A TRANSFORMER SECONDARY, OR LOW VOLTAGE SIDE OF A TRANSFORMER	SWBD	SWITCHBOARD - ELECTRICAL EQUIPMENT CONTAINING PULLSECTION, METER MAIN, AND FEEDER OVER CURRENT DEVICES
		SWGR	SWITCHGEAR - ELECTRICAL EQUIPMENT, SUCH AS SWITCHBOARD, PANELBOARD, DISCONNECT, ETC.

SCOPE OF ELECTRICAL WORK

ELECTRICAL PORTION OF CONTRACT WORK IS TO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:
ELECTRICAL SWITCHGEAR AND CONTROLS:
E.C. IS TO REUSE EXISTING MAIN ELECTRICAL SWITCHGEAR AS SHOWN. E.C. IS TO FURNISH AND INSTALL NEW CIRCUIT BREAKERS AND REUSE EXISTING LIGHTING CONTROLS AS SHOWN ON THESE PLANS.
NEW FEEDER AND BRANCH CIRCUITS:
E.C. IS TO PROV. NEW FEEDER AND BRANCH CIRCUITS, TRENCH, CONDUCTORS AND CONDUIT, AS SHOWN ON THESE PLANS.

SHEET INDEX

E-1	A.C. SINGLE LINE DIAGRAM
E-2	ELECTRICAL SITE PLAN

REVISION: BY

REGISTERED PROFESSIONAL ENGINEER
NO. 10007
E 1837
STATE OF CALIFORNIA

Providing Electrical Service Since 1981
California - Arizona - Nevada - Texas
www.dreamengineering.com
Dream Engineering Inc.
Consulting Electrical Engineers
1000 Main Street
Riverside, CA 92501
P: 951-777-4478
F: 951-777-8228
email: info@dreameng.com

CITY OF RIVERSIDE
PARK AND REC. DEPT.
3900 MAIN STREET
RIVERSIDE, CA 92522

FAIRMOUNT PARK
LAKE SHORE LIGHTING
2601 FAIRMOUNT BLVD.
RIVERSIDE, CA 92522

A.C. SINGLE LINE DIAGRAM

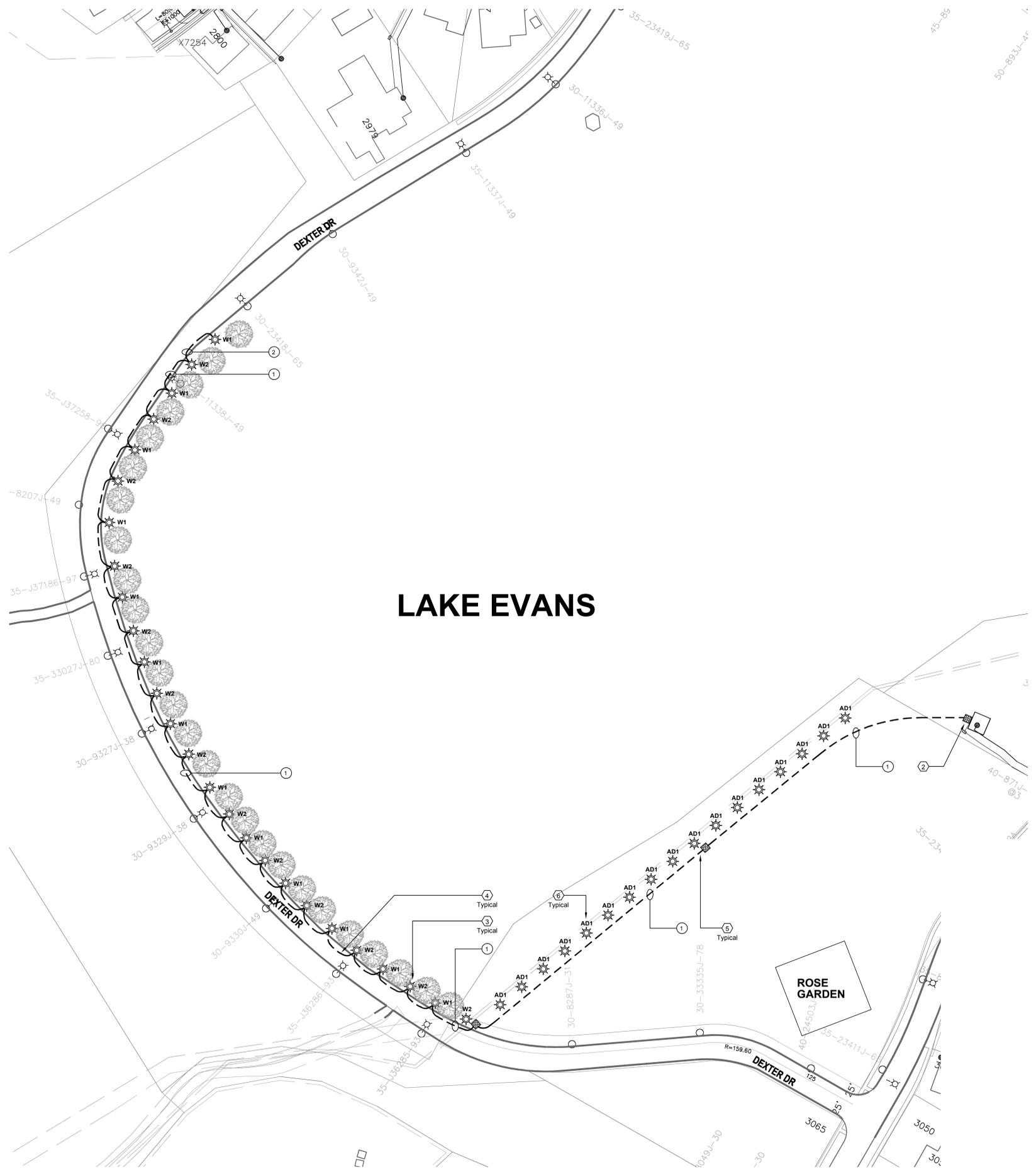
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DRAWN: RM
CHECKED:
APPROVED:
DWG FILE: FairtsE1.dwg
SHEET
E-1

UNDERGROUND SERVICE ALERT

Section 4206A(2) of the Government Code requires a 24-hour notification to be issued before a "Dig or Die" permit is issued. For more information, call 1-800-487-4848.

Two working days before you dig

DREAM ENGINEERING INC. 2007



ELECTRICAL NOTES & SYMBOLS

- ALL WORK TO BE DONE IN ACCORDANCE WITH CALIFORNIA ELECTRICAL CODE 2004 EDITION.
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 - THE E.C. SHALL PROVIDE SUPPORT FOR ALL FIXTURES AND ELECTRICAL EQUIPMENT TO COMPLY WITH THE SEISMIC REQUIREMENTS OF THE UNIFORM BUILDING CODE AND ALL LOCAL ORDINANCES. THE E.C. SHALL VERIFY WHO IS PROVIDING SUPPORT WIRES FOR ALL LIGHTING FIXTURES IN SUSPENDED CEILING AS REQUIRED.
-  INDICATES DETAIL #
 INDICATES SHEET #
-  UNDERGROUND CONCRETE PULLBOX #3-1/2 (17.5"x12.5"x12.5") UNLESS OTHERWISE INDICATED, TO BE PREFAB CONCRETE WITH TRAFFIC COVER WHERE SUBJECT TO VEHICULAR TRAFFIC.
 -  CONDUCTORS W/GROUND RUN UNDERGROUND. REF. SITE PLAN FOR SIZES OF CONDUCTORS AND CONDUITS.
 -  SWITCHGEAR, REF. A.C. SINGLE LINE DIAGRAM, A.C. BREAKER ASSIGNMENTS FOR FURTHER INFO.
 -  Wn PROPOSED PATHWAY LUMINAIRE REF. DETAIL.
 -  AD1 PROPOSED PATHWAY LUMINAIRE TO BE ADDITIVE ALTERNATE #1. REF. DETAIL AND KEYNOTES.

ABBREVIATIONS

EXIST.	EXISTING TO BE REUSED	E.C.	ELECTRICAL CONTRACTOR
PROV.	TO BE FURNISHED & INSTALLED NEW, BY E.C.	TYP.	TYPICAL
M.O.C.D.	MAIN OVER CURRENT DEVICE, EITHER A FUSE OR CIRCUIT BREAKER	BRANCH CIRCUIT	ELECTRICAL CONDUCTORS BEYOND THE LAST PROTECTIVE DEVICE
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CONDUCTOR SCHEDULE

RUN	CIRCUIT	GROUND	CONDUIT	% FILL
1	4#6	1#10	1"	26.28%
2	2#6	1#10	1"	14.21%

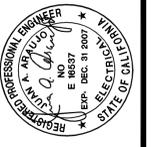
KEY NOTES

- EXISTING ELECTRICAL SERVICE SWITCHGEAR. REF. A.C. SINGLE LINE DIAGRAM, A.C. BREAKER ASSIGNMENTS AND DETAILS.
- EXISTING HANDHOLE IS TO BE REUSED. E.C. IS TO REUSE EXISTING 2" CONDUIT FROM BUILDING THAT STUBS UP IN THIS HANDHOLE. E.C. IS TO THEN RUN NEW BRANCH CIRCUIT AS SHOWN TO NEW PATHWAY LIGHTS.
- E.C. IS TO LOCATE NEW PATHWAY LIGHTS BETWEEN EXISTING TREE'S AS SHOWN. E.C. IS TO SPOT EXACT LOCATION WITH CITY REPRESENTATIVE PRIOR TO DIGGING OF TRENCH AND FOOTING.
- E.C. IS TO TRENCH IN STREET AND HAND TRENCH IN PATHWAY LIGHTING AREA. E.C. IS TO PROTECT TREE ROOTS FROM ANY DAMAGE. E.C. IS TO LOCATE ALL TREE ROOTS AND VERIFY WITH CITY REPRESENTATIVE THAT TREE ROOT CAN BE DISTURBED.
- TAKE SPECIAL CARE NOT TO DAMAGE PLANTS OR TREE ROOTS WHEN TRENCHING IN BEDDING OR TREE ROOT AREA. ANY DAMAGED PLANTS TO BE REPLACED/REPAIRED AT CONTRACTORS EXPENCE.
- PROPOSED PATHWAY LUMINAIRE TO BE ADDITIVE ALTERNATE #1. E.C. IS TO PROVIDE (17) LIGHTING STANDARDS ALONG EAST LAKE SHORE BETWEEN TREE'S. E.C. IS TO PROVIDE SHOP DRAWINGS AND OBTAIN ALL REQUIRED PERMITS.

ELECTRICAL SITE PLAN
SCALE - 1" = 60' - 0"



REVISION: BY



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 DREAM ENGINEERING INC.
 Consulting Electrical Engineers
 3000 Main Street
 Riverside, CA 92502
 P: 951-777-0471
 F: 951-777-0472

CITY OF RIVERSIDE
PARK AND REC. DEPT.
 3900 MAIN STREET
 RIVERSIDE, CA 92522

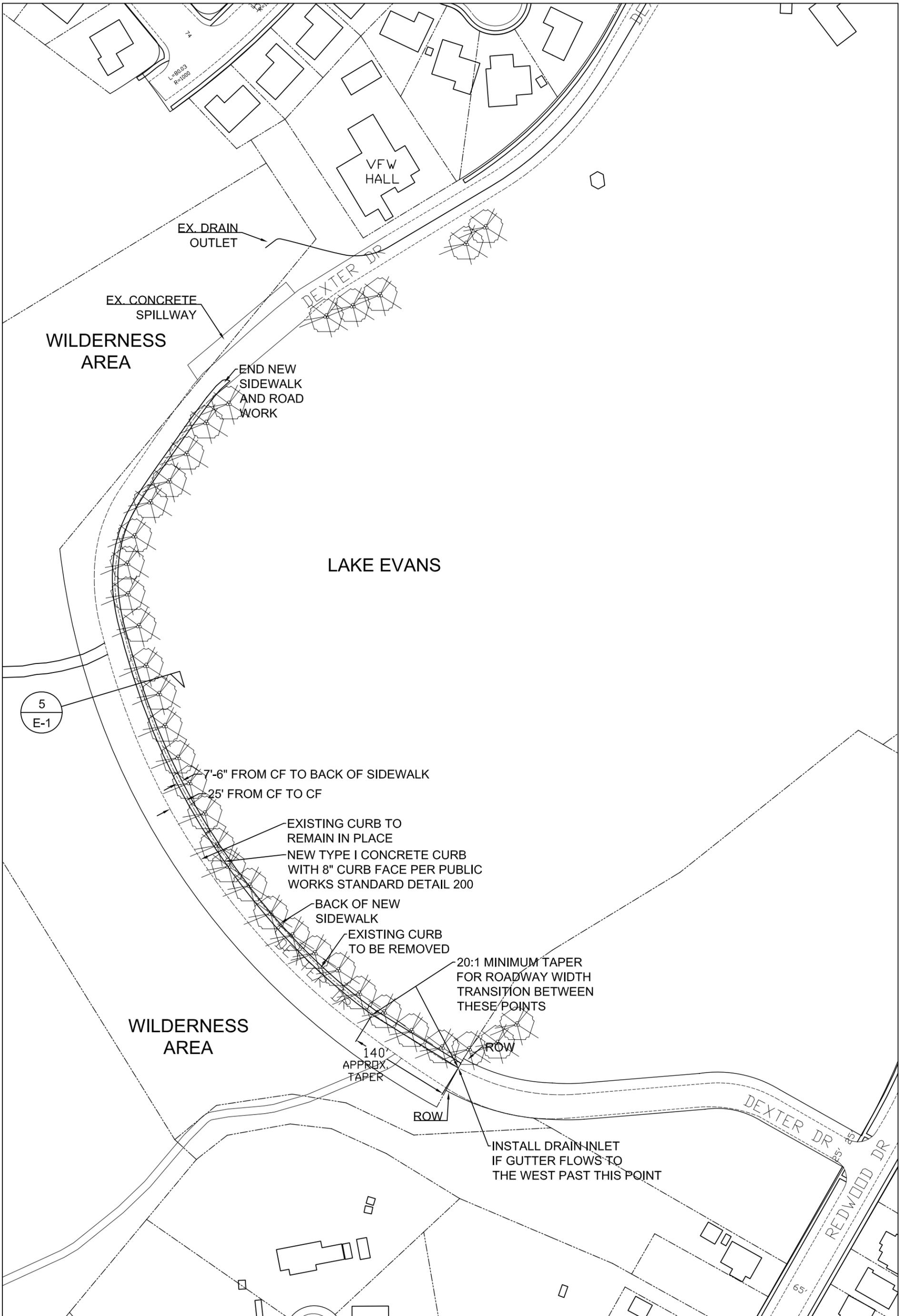
FAIRMOUNT PARK
LAKE SHORE LIGHTING
 2601 FAIRMONT BLVD.
 RIVERSIDE, CA 92522

ELECTRICAL SITE PLAN

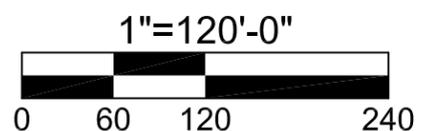
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 APPROVED:
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 SHEET
E-2



Nov 30, 2007 11:13am K:\PROJECTS\FAIRMOUNT PARK\Lake Shore Drive\FairtsE2.dwg



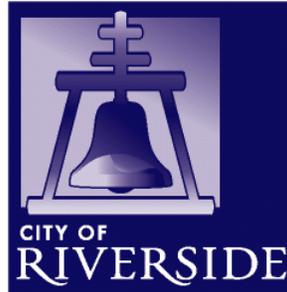
DEXTER DRIVE ALONG SOUTHWEST EDGE OF LAKE EVANS AT FAIRMOUNT PARK



PROJECT
SPECIFICATIONS

To Accompany Project Plan No. P-07-0057

For
FAIRMOUNT PARK LIGHTING & PAVING
A State Park Bond and Regional Park Fees funded Project



Prepared for
Parks, Recreation & Community Services Department
3900 Main Street
Riverside, California 92522

Prepared by
Dream Engineering
2700 N. Little Mountain Dr. Suite G-105
San Bernardino, CA 92405

Issued by
Purchasing Services Manager
3900 Main Street
Riverside, California 92522

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**PROJECT
SPECIFICATIONS**

To Accompany Project Plan No. P-07-057

For

FAIRMOUNT PARK LIGHTING & PAVING
A State Park Bond and Regional Park Fees funded Project

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FORMAL BID
FOR PUBLIC WORKS CONTRACT
BID PROPOSAL

BID NO.: 6580

PLACE: 6th Floor, City Hall, 3900 Main St.

DATE:

Proposal of (insert firm name, or individual's name if a "DBA") _____, hereinafter called "**Bidder**",

a(n) (insert State name) _____ corporation/partnership/individual doing business

aS (insert "DBA" name) _____

(STRIKE OUT INAPPLICABLE TERMS IN THE FOREGOING STATEMENT)

To the **HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF RIVERSIDE:**

Bidder, in compliance with your invitation for bids for the construction of the **Fairmount Park Lighting & Paving Project**, having examined the Plans and Specifications with related documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees that if Bidder is awarded the contract, Bidder will commence the Work on or before a date to be specified in a written "Notice to Proceed" issued by City and will fully complete the Project by no later than **February 29, 2008**. Bidder further agrees to pay as liquidated damages the sum of **\$1,000.00** for each calendar day thereafter during which the project remains incomplete.

Bidder acknowledges receipt of the following addenda:

Bidder hereby agrees that if Bidder is awarded the contract, Bidder will sign the Agreement in duplicate counterpart and return the counterparts, together with the contract surety bonds and insurance confirmations, within fifteen (15) calendar days of the day City mails or delivers the documents to Bidder. Bidder agrees to provide a minimum 10% bid security, and hereby acknowledges that Bidder's bid security submitted herewith is subject to forfeiture for failure to submit these contract documents in completed form within the fifteen days.

BID SCHEDULE I - BASE BID:

ITEM I-A. Dexter Drive Lake Shore Lighting and Road Work

Bidder agrees to provide and install all Base Bid Item I-A. Dexter Drive Lake Shore Lighting and Road Work per **Special Provisions paragraph 2-1.1.1 (a)**, all as shown on the Plans and described in the Specifications for the total lump sum price of (insert price in numbers) \$ _____.

BASE BID ITEM I-A. Dexter Drive Lake Shore Lighting and Road Work LUMP SUM BID BREAKDOWN: (To be provided within five calendar days AFTER the bid opening date per Special Provisions Section 9-2):

<u>Line Item</u>	<u>Cost</u>
1. Mobilization	\$ _____
2. Selective Demolition	\$ _____
3. Site Grading & Drainage	\$ _____
4. Concrete Sidewalk, Curbs & Gutters	\$ _____
5. AC Paving	\$ _____
6. Electrical	\$ _____
7. Misc. and Project Close-out	\$ _____
Total	\$ _____

Note: The lump sum bid breakdown total for this item shall agree with lump sum bid amount above. Failure to provide an acceptable lump sum bid breakdown when requested may be cause for rejection of the bid as "non-responsive."

BID SCHEDULE II - ADDITIVE:

ITEM II-A. Rose Garden Lake Shore Lighting and Pathway : Bidder agrees to perform **Rose Garden Lake Shore Lighting and Pathway Work** per **Special Provisions paragraph 2-1.1.2 (a)**, all as shown on the Plans and as described in the Specifications for the total lump sum price of (insert price in numbers) \$ _____.

No additional time to be added if this bid item is awarded.

BASE BID ITEM II-A. Rose Garden Lake Shore Lighting and Pathway LUMP SUM BID BREAKDOWN: (To be provided within five calendar days AFTER the bid opening date per Special Provisions Section 9-2):

<u>Line Item</u>	<u>Cost</u>
1. Mobilization	\$ _____
2. Site Grading & Drainage	\$ _____
3. Concrete Sidewalk	\$ _____
4. Electrical	\$ _____
5. Misc. and Project Close-out	\$ _____
Total	\$ _____

Note: The lump sum bid breakdown total for this item shall agree with lump sum bid amount above. Failure to provide an acceptable lump sum bid breakdown when requested may be cause for rejection of the bid as "non-responsive."

GRAND TOTAL (BASE BID and ADDITIVE BID ITEMS): \$ _____

DETERMINATION OF LOW BIDDER:

The low bidder will be determined based on the aggregate total amount of both Base Bid and Additive Bid items (Items I-A & II-A).

AWARD OPTIONS:

The basis for award of a contract will be for a Project that is the best interest of the City. City reserves the right to: (1) increase or decrease scope of the Project in the best interest of the City; and,(2) award or not award a contract as is in the best interest of the City. If any adjustment to increase or decrease scope of the project is required, the apparent low responsive Bidder will be notified prior to a recommendation for award being forwarded to the City Council.

Bidder understands that City reserves the right to reject any or all bids and to waive any irregularities or informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the day the bids are opened.

BID SECURITY: The bid security is attached, and is in the form of either: (Bidder to identify with a check mark which is applicable)

- 1) a cashier's or certified check made payable to the City of Riverside in the sum of _____ dollars (\$_____);
or,
- 2) a Bidder's bond executed by a corporate surety authorized to engage in such business in the State of California, for an amount equal to at least ten percent (10%) of the amount of said proposal.

In the event the Agreement, bonds and insurance confirmations are not executed and delivered to City within the time set forth herein, said bid security shall be forfeited to, and become the property of, City.

LISTING OF SUBCONTRACTORS:

In accordance with Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.) and per section 2-3 of the Standard Specifications, the following subcontractors are listed (Note: See Special Provisions Section 2-3.1.1 regarding "Specialty Items" for computations of the "50% rule."):

NAME, BUSINESS ADDRESS AND LICENSE NO. OF SUBCONTRACTOR:	TRADE/WORK ITEMS TO BE SUBCONTRACTED AND SUBCONTRACT DOLLAR AMOUNT:
1. Name: _____ Address: _____ License No.: _____	Trade/Work: <u>Electrical</u> _____ Subcontract Dollar Amount: _____
2. Name: _____ Address: _____ License No.: _____	Trade/Work: <u>Concrete Paving</u> _____ Subcontract Dollar Amount: _____
3. Name: _____ Address: _____ License No.: _____	Trade/Work: <u>A/C Paving</u> _____ Subcontract Dollar Amount: _____

Project: Fairmount Park Lighting & Paving

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID
IN COMPLIANCE WITH PUBLIC CONTRACT CODE
SECTION 7106

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

Contractor: _____

By: _____
(Signature)

Title: _____

NOTE: Signature to be acknowledged
before a Notary Public

**CITY OF RIVERSIDE
CONTRACTOR CUSTOMER SERVICE STANDARDS
ACKNOWLEDGMENT**

Customer Service is important to the City of Riverside and has resulted in the adoption of our motto and mission statement:

**“People Serving People”
The City of Riverside will provide high quality
Municipal Services in a responsive and cost-effective manner.**

The City and its Contractors shall at all times strive to represent the City in a professional, courteous, friendly, efficient, and cost-effective manner. The following Customer Service Standards shall be enforced by the Contractor:

1. Contractor and all Contractor’s employees, subcontractors and agents, shall abide by the City’s mission statement and customer service standards as noted herein.
2. Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the Director or Director’s designee, all Work required under the Contract.
3. Contractor shall have competent working supervisors on the job at all times Work is being performed. All supervisors shall be capable of effectively communicating in English, both in written and oral form, when discussing all matters pertaining to the Work.
4. Contractor shall immediately remove from the work site any employees deemed by the Director or Director’s designee to be careless, incompetent, or who generate multiple customer service complaints.
5. Contractor shall provide all supervisors with proper identification which clearly indicates to the public the name of the Contractor responsible for the Project, and shall require that all supervisors display such personal identification at all times they are on the work site.
6. All Contractor’s vehicles and equipment assigned to the project shall clearly display the Contractor’s firm name and telephone number.
7. As applicable, with the Director’s approval, Contractor shall issue notices to all businesses and residences in the area that may be affected by the Work in advance of commencement of the Project stating the nature of the Work, the general time frame Work will be underway, Contractor’s name, telephone number, job site contact person, City contact person and telephone number.
8. Contractor, and all of Contractor’s employees, subcontractors and agents, shall endeavor to maintain good public relations at all times. The Work shall be conducted in a proper and efficient manner to create the least possible inconvenience to the general public.

Bidder shall return a signed copy of this form to the Purchasing Services Manager prior to award of the contract.

Company Name: _____

Authorized Representative (Please Print): _____

Signature: _____ Date: _____

SPECIAL PROVISIONS

- SP-1 **INTRODUCTION:** The format of these **Special Provisions** follows that of the "**Standard Specifications**" (as defined in following Section **1-2 DEFINITIONS**), which are included within the Contract Documents of this Project. These Special Provisions supplement, modify and take precedence over the Standard Specifications. (See also Section **2-5 PLANS AND SPECIFICATIONS** as modified by **2-5.1 General** herein regarding numbering and precedence.)
- SP-2 THE STANDARD SPECIFICATIONS ARE HEREBY AMENDED OR MODIFIED AS FOLLOWS:

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS. Add the following definitions to Section 1-2:

Accepted Bid - The bid or proposal accepted by City as a basis to enter into a Contract for the proposed Work.

Agency - The City of Riverside, California.

Agreement - The written contractual agreement between Agency and Contractor covering the Work.

Architect/Engineer - Parks, Recreation & Community Services Department's consultant, or its representative, acting within the scope of their particular duties; sometimes referred to as A/E, Architect, Landscape Architect, Owner's Representative, Engineer, Electrical Engineer, Consultant, or term of like import.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices to perform the Work called for by the Contract Documents.

Board - The City Council of the City of Riverside, California.

City - The City of Riverside, California, and includes any official of City authorized to act for City. Sometimes referred to as Agency or Owner.

City Approved Equal - Shall mean products and/or materials that have been submitted to the Parks Department Representative for review and approval, and have been determined to be equal to such products or materials as specified, as verified in writing to Contractor, contingent upon the installed performance meeting or exceeding that of the specified product and/or material.

City's Official Address - Parks, Recreation & Community Services Department, 3900 Main Street, Riverside, California 92522.

Contract Documents - Add the following to the Standard Specifications definition:

The following are also part of the contract documents:

The Accepted Bid, the Agreement, the Performance and Payment Bonds, the Non-Collusion Affidavits, the Technical Specifications, the Appendices to the Project Specifications, and all Field and Change Orders issued during construction.

Council - The City Council of the City of Riverside, California.

Director - The Director of the Parks, Recreation & Community Services Department, City of Riverside, acting either directly or through properly authorized agents, each agent acting only within the scope of authority designated to such agent.

Drawings - See "Project Plans".

Final Acceptance - That stage of construction and Plant Establishment which allows City to accept the Project as completed (no construction work or Substantial Completion Punch List items remaining uncompleted or unresolved).

When Contractor believes the Project is ready for Final Acceptance, Contractor shall call for a Final Acceptance Inspection. The Director will inspect the Project to verify its completion. Should there be elements that are not completed, the Director will record same (Final Acceptance Punch List) and bring such items to the attention of Contractor. All punch list items must be completed or resolved prior to Final Acceptance.

When, in the Director's judgment, the Work has been completed in accordance with the Plans and Specifications and is ready for Final Acceptance, the Director may accept the completed Work. Upon acceptance of the Work, the City Clerk will file the Notice of Completion with the County Recorder. Thirty-five (35) days following the filing of the Notice, if no claims have been filed with City, the ten percent retention will be released.

Owner - The City.

Park Projects Inspector - An authorized representative of City assigned by the Parks, Recreation & Community Services Director to make inspection of the Work performed by and materials supplied and/or installed by Contractor.

Parks Department Representative - An authorized representative of Parks, Recreation & Community Services Department of the City of Riverside assigned by the Director to administer the Project, to observe the Work performed by Contractor, and to supervise the Park Projects Inspector.

Plans - See "Project Plans".

Project - The Work contemplated by the Contract Documents as well as other collateral work as needed to complete the Work.

Project Plans - The full set of the "plans," as defined by the Standard Specifications, and as distinguished from "Standard Plans." Project Plans shall mean the drawings prepared specifically to describe the Work contemplated.

Project Specifications - The specifications prepared specifically for the Work contemplated (as distinguished from Standard or Reference Specifications), generally including, but not necessarily limited to, the following:

- SECTION I - BIDDING REQUIREMENTS
- SECTION II - GENERAL CONDITIONS
- SECTION III - TECHNICAL SPECIFICATIONS
- SECTION IV - APPENDICES

(See Table of Contents for further listing of subsections)

Record Drawings - Drawings prepared by Contractor as the Work progresses on the job to record the "As-built" conditions of the Work, per the Specifications.

Specifications - All specifications applicable to the Project, includes "Project Specifications", "Standard Specifications", and any "Reference Specifications" that may be listed in the various sections of the "Project Specifications".

Standard Specifications - The "Standard Specifications for Public Works Construction", current Edition prepared by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California (Building News Inc., Los Angeles, California).

Substantial Completion - That stage of construction which allows the Director to occupy or use the Project for its intended purpose.

The Substantial Completion Date will be determined by the Director in cooperation with Contractor and establishes the termination of the time period for construction, and this date is used as a basis for determining whether liquidated damages are assessable.

When Contractor believes construction of the Work is Substantially Complete, Contractor shall call for an inspection. The Director will inspect the Work to verify its completion by Contractor. If in the Director's opinion, there are significant elements (either in number or in type) of the Work that are not yet completed, the Director may declare the Work to have failed inspection and that reinspection of the Work for Substantial Completion will be required. In such event, the Director will make a record of all known deficiencies that preclude a finding of Substantial Completion (Failed Inspection punch list) and will bring such items to the attention of Contractor. If the Director finds that the Work is Substantially Complete, but that there remain other items that need to be completed before the Work can be Finally Accepted, then the Director will record same (Substantial Completion punch list) and bring such items to the attention of Contractor. All "Failed Inspection" punch list items must be completed prior to Substantial Completion. All "Substantial Completion" punch list items must be completed prior to Final Acceptance of the Work.

Work - That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, Record Drawings, guarantees and payroll records.

1-3 ABBREVIATIONS

1-3.2 Common Usage. Add the following to subsection listing:

<u>Abbreviation</u>	<u>Word or Words</u>
A/E	Architect/Engineer.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT Add new subsections as follows:

2-1.1 Scope of the Work. The Work to be done, in general, consists of furnishing all labor, materials, tools, equipment, and incidentals, unless otherwise specified, to construct the Work and complete the Contract in compliance with the Plans and Specifications and to the satisfaction of the Director.

The Work shall include, but is not necessarily limited to, the stated contents of any given section, and is subject to all the provisions of the General Conditions, the Special Provisions, and the Technical Specifications.

2-1.1.1 Bid Schedule I – Base Bid.

- (a) **Item I-A. Dexter Drive Lighting & Roadwork.** The scope of work for this bid item shall include all Work shown on the Plans and all Work described in the Specifications except items of work described in other Bid Items. The Work shall generally consist of, but is not necessarily limited to the following:
- Preparation and submittal of all required submittals, including shop drawings, materials list and work schedule;
 - Submitting project plans “over the counter” as necessary to obtain a building permit;
 - Obtaining all necessary permits and inspections.
 - Excavation, backfill and compaction for electrical conduit runs, foundations, curb and sidewalk subgrades, etc.;
 - Provision of approved shoring, lights and barricades as may be required by site conditions and as specified;
 - Preparation and submittal of a Traffic Control plan for approval of the City;
 - Provision of all traffic control measures along Dexter Drive as necessary to protect the motoring public for the duration of the work, all as approved by the City per Public Works Department standards (Note: although this portion of Dexter Drive is not a public street [it is a park road] because for the public it is indistinguishable from a public street, traffic control measures per City standards must be provided);
 - Disposal on-site of excess soil excavated for foundations as directed by the Park Projects Inspector;
 - Saw-cut, removal and patch-back of existing A/C pavement as necessary to install new curb & gutter, sidewalks and electrical conduit runs;
 - Removal of existing roadway centerline striping and re-striping at new centerline, with transition of striping at each end of project;
 - Furnishing and installation of all electrical systems, including breakers and panel work, conduit runs and conductors, light poles and fixtures, pole foundations, lamps, testing and cleaning, all as required for a fully operational lighting system as designed for the Dexter Drive Lake Shore Lighting (light poles to be provided by City);
 - Repair of all damage to all existing improvements caused by this Work;
 - Testing and clean-up;
 - Spare parts, turn-over items, record drawings, and guarantees.

2-1.1.2 Bid Schedule II - Additives.

- (a) **Item II-A. Rose Garden Lake Shore Lighting and Pathway.** The scope of work for this bid item shall include furnishing all labor, materials, equipment, and services necessary to perform all **Rose Garden Lake Shore and Pathway Work** at Fairmount Park all as shown on the Plans and described in the Specifications. The Work shall generally consist of, but is not necessarily limited to, the following:
- Preparation of electrical Shop Drawings of the Rose Garden Lake Shore light string showing proposed conduit size and conductors, as well as breakers and control equipment at the panel to serve the Rose Garden lake Shore light circuits, with materials and sizing consistent with and similar to the Dexter Drive Lake Shore lighting;
 - Submittal of electrical Shop Drawings to Parks Department representative and project t Engineer as necessary to obtain approval of same;
 - Following approval of electrical shop drawings by Parks Department Representative and Project engineer, submittal of approved shop drawings “over the counter” as necessary to obtain an

- electrical permit;
- Preparation and submittal of all other required submittals, including shop drawings, materials list and work schedule;
- Obtaining all necessary permits and inspections.
- Excavation, backfill and compaction for electrical conduit runs, foundations, curb and sidewalk subgrades, etc.;
- Provision of approved shoring, lights and barricades as may be required by site conditions and as specified;
- Disposal on-site of excess soil excavated for foundations as directed by the Park Projects Inspector;
- Furnishing and installation of all electrical systems, including breakers and panel work, conduit runs and conductors, light poles and fixtures, pole foundations, lamps, testing and cleaning, all as required for a fully operational lighting system per the approved Shop Drawing for the Rose Garden Lake Shore Lighting (light poles to be provided by City);
- Construction of 4' thick by 6' wide concrete sidewalk along the Rose Garden Lake Shore, connecting to the Dexter Drive concrete sidewalk and extending to the last light fixture at the northeasterly end of the light system being installed (precise alignment to be as approved in the field by the Park Projects Inspector).
- Repair all damage to existing improvements caused by this Work;
- Testing and clean-up;
- Spare parts, turn-over items, record drawings, and guarantees.

2-1.2 Examination of Work Site, Proposal Forms, Plans, Specifications, and Special Provisions. The Bidder is required to examine carefully the Work site, proposal forms, Plans, Specifications, and Special Provisions for the Work contemplated. The submission of a proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of the Work to be performed and materials to be furnished, and as to the requirements of all the above documents.

2-1.2.2 Contractor Customer Service Standards. Contractor and all of Contractor's employees, subcontractors and agents, shall at all times represent the City in a professional, courteous, friendly, efficient and cost-effective manner, and shall at all times comply with the City of Riverside's Customer Service Standards as listed in the Contractor Customer Service Standards Acknowledgment form, a copy of which is included in the Bid Proposal form, and is hereby made a part of these Special Provisions.

2-1.3 Addenda. Any addenda issued during the time of bidding shall be acknowledged on the proposal and will be made a part of the contract.

2-1.3.1 Interpretations. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally.

Every request for Contract Document interpretation should be made in writing (addressed to Parks, Recreation & Community Services Department, 3900 Main Street, Riverside, California 92522) and to be given consideration must be received at least ten (10) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications, which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders at the respective addresses furnished for such purposes, not later than three days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his or her bid as submitted. All addenda so issued shall become part of the Contract Documents.

2-1.4 Proposal Form and Submittal. The proposals shall be submitted on the proposal forms entitled "Bid for Public Works Contract" enclosed herewith. The proposals shall give the lump sum base prices and prices for each additive or alternate. All blanks on the proposal forms must be fully completed, with the exception of Lump Sum Bid Item breakdowns, if any. Bidder's proposal must be properly executed when submitted. Lump Sum Bid Item breakdowns are to be completed and submitted after bid opening in accordance with Special Provisions Section **9-2 Lump Sum Work**.

If the proposal is made by an individual, the individual shall sign using full name and post office address; if made by a partnership, it shall be signed with the partnership name by one of the partners, who shall sign his or her own name

and, in addition, the name and address of each partner shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers, attested by the corporate seal and the name of the state under the laws of which the corporation was incorporated, and names and titles of all officers of the corporation shall be given.

The complete proposal, including the bid security and the non-collusion affidavit, shall be enclosed in a sealed envelope, endorsed with the Bidder's company name and address on the upper left corner, the bid number, name of project, hour and date of bid opening as shown in the Notice Inviting Bids and the words "Sealed Bid."

Proposals not received and stamped "Received" prior to the hour and the date set forth in the Notice Inviting Bids, shall be declared late and returned unopened to the Bidder. The Bidder shall have sole responsibility for its timely delivery.

Sealed bids shall be addressed and delivered to City of Riverside, Purchasing Services Manager, 3900 Main Street, Riverside, California 92522.

2-1.4.1 Telegraphic Modification. Any Bid may be modified by its respective Bidder by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by City's Purchasing Services Manager prior to the closing time, and, provided further, City's Purchasing Services Manager is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by City until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

2-1.5 Bid Security. All proposals shall be accompanied by a cashier's or certified check made payable to the City of Riverside, or Bidder's bond executed by a corporate surety authorized to engage in such business in the State of California, for an amount equal to at least ten percent (10%) of the amount of said proposal and no proposal shall be considered unless such bid security is enclosed therewith.

2-1.6 Withdrawal of Proposals. Any proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids, provided that a request in writing, executed by the Bidder or Bidder's duly authorized representative, for the withdrawal of such proposal, is filed with the Purchasing Services Manager. The timely withdrawal of a proposal shall not prejudice the right of a Bidder to file a new proposal.

2-1.7 Bidder Evaluation.

2-1.7.1 Qualifications of Bidder. City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to City all such information and data for this purpose as City may reasonably request. City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy City that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

2-1.7.2 Disqualification of Bidders. More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered.

If there is a reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in awarding the contract. Each Bidder shall complete and submit the Non-Collusion Affidavit included as a part of the bid proposal forms in the specification. Failure to properly execute and submit the affidavit may be cause for rejection of the bid.

Proposals in which the prices obviously are unbalanced may be rejected. If the experience or financial background of Contractor is inadequate or past performance has been unsatisfactory, the proposal may be rejected.

At the time Bidders submit bid proposals, Bidders must be properly licensed to perform the Work of the project in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Procedures of the California State Contractors' License Board. Bidders' licenses must be in good standing with the Board at the time of bid. Proof of such license shall be provided as required by Business and Professions Code Section 7031.5. Failure to be so licensed shall result in rejection of the proposal as non-responsive.

2-1.8 Rejection of Proposals. Proposals may be rejected if the proposal shows any alterations of form, additions not called for, conditional or alternative bids uncalled for, incomplete proposals, erasures, or irregularities of any kinds; however, City reserves the right to waive irregularities. City also reserves the right to reject all proposals and shall not be liable for any expenses or costs incurred by Bidders in preparing proposals.

2-1.9 Award of Contract. The low bidder will be determined based on the aggregate total bid amount bid of all BASE BID items. Once the low bidder is determined, the low bid proposal will be further reviewed for determination of additive/alternate bid schedules selected for award by City, if any. The award of the contract, if it is awarded, will be to the responsible Bidder who submits the lowest responsive bid proposal. The City reserves the right to award a contract either for the Base Bid Item I-A alone, or in any combination with other Base Bid Items, and in any combination with Additive/Alternate Bid Items as is in the best interest of the City and as necessary to stay within the limitations of available approved funds.

Such award, if made, will be within sixty (60) calendar days after the opening of the proposals. The Bidder shall submit to City, when requested and prior to the award of the contract, a financial statement and resume of previous work of a similar nature.

2-1.10 Execution of the Agreement. The Agreement (a sample of which is included in the Specifications as Appendix A) shall be signed by the successful Bidder in duplicate counterpart and returned, together with the contract bonds and insurance, within fifteen (15) calendar days after the date City mails, or by other means delivers, the documents to Contractor. No Contract shall be binding upon City until the documents have been completely executed by Contractor and City and approved by the City Attorney and the funding agencies.

Failure to execute and return the Agreement and contract bonds and submit proper insurance documents as provided herein within the time limit above may be just cause for the rescission of the award and forfeiture of the bid security.

2-1.11 Return of Proposal Guaranties. Within ten (10) calendar days after the award of the Contract, the City Clerk will return all the proposal guaranties accompanying the proposals which are not to be further considered in making the award. All other proposal guaranties will be held until the Contract has been finally executed, after which all proposal guaranties, except any forfeited, will be returned to the respective Bidders.

2-2 ASSIGNMENT. Add new subsection 2-2.1 to read:

2-2.1 Contractor Indebtedness. Indebtedness incurred for any cause in connection with this Work must be paid by Contractor and City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract. Contractor will indemnify and hold harmless City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

2-3 SUBCONTRACTS. Add new subsection 2-3.1.1 to read:

2-3.1.1 Specialty Items. Per the Standard Specifications, Contractor shall perform, with Contractor's own organization, Contract Work amounting to at least 50 percent of the Contract Price. Excluded from such computations are items identified by the Agency as "Specialty Items". For the purposes of this Project the following "Specialty Items" are listed:

A/C and Concrete paving, curbs and gutters.

2-4 CONTRACT BONDS. Add the following at the end of Section 2-4:

Both a performance and material payment bond, each in an amount equal to 100% of the contract award amount, will be required.

Each bond which is written by an out-of-state bonding company shall contain the name, address, and telephone number of an agent located in the State of California who is authorized to act for the bonding company. The corporate surety must be authorized to issue bonds in the State of California, with a policy holder's rating of B+ or higher and a Financial Class of VII or larger. Listing of bonding companies in U.S. Department of Treasury Circular 570 is NOT required.

Sample forms of the Performance Bond and Payment Bond required for this Project are included in the Specifications. Both bonds shall be in the amount of 100% of the contract price. The actual forms will be delivered to Contractor with the Agreement.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. Add the following at the end of subsection 2-5.1:

The Work shall be done in accordance with the provisions of the "Standard Specifications" insofar as the same may apply.

The Parts, Sections and Paragraphs in these Special Provisions bound herein are titled and numbered corresponding to the Standard Specifications, and are to be read in conjunction therewith to supplement, modify and take precedence over the Standard Specifications.

2-5.2 Precedence of Contract Documents. Revise Subsection 2-5.2 in its entirety to read as follows:

2-5.2 Precedence of Contract Documents. If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence of documents shall be as follows:

- 1) The Agreement;
- 2) Permits from other agencies as may be required by law;
- 3) State and local codes; only where such codes are more stringent and/or where such codes require materials larger in size, greater in number and/or strength, and/or configured in a particular manner in order to ensure the public health, safety and welfare;
- 4) Project Specifications;
- 5) Project Plans;
- 6) Standard Plans;
- 7) Standard Specifications; and,
- 8) Reference Specifications.

2-5.2.1 Add the following new subsection 2-5.2.1:

2-5.2.1 Changes. Change orders, supplemental agreements and City approved revisions to Plans and Specifications shall take precedence over items 4) through 8) above.

2-5.2.2 Add the following new subsection 2-5.2.2:

2-5.2.2 Second Tier Precedence. In addition to the items listed in above Section **2-5.2 Precedence of Contract Documents** the following precedence shall also apply:

- 1) Detail plans shall take precedence over general plans;
- 2) General and/or Special Provision Sections shall take precedence over Technical Specification Sections;
- 3) Written descriptions of fixtures, equipment and materials shall take precedence over catalog numbers;
- 4) Construction notes on the Plans shall take precedence over graphic representations; and,
- 5) Noted dimensions shall take precedence over scaled dimensions.

2-5.2.3 Add the following new subsection 2-5.2.3:

2-5.2.3 Clarifications. Where conflicting information is presented in such a manner that the above specified precedents do not clarify the contract requirements, a written request for clarification shall be submitted to City's Purchasing Services Manager. Such request, in order to be considered, must be received a minimum of 10 working days prior to the bid opening. If insufficient time remains to meet the 10 day requirement, Bidders should assume the most expensive alternative is to apply, and shall bid accordingly. Clarification will then be provided after award of the Contract.

2-5.3 Shop Drawings and Submittals. Modify subsection **2-5.3.1 General** to conform with the following: Provide

shop drawings as required by the various sections of the Specifications. All shop drawings shall be submitted to the Parks Department Representative a minimum of thirty (30) calendar days before approved drawings will be required for the Work (Note: See also Spec. Prov. Subsection **6-1.1 Long Lead Time Items** regarding submittal deadlines for such items). No materials that are the subject of such shop drawings shall be furnished or fabricated until shop drawings have been submitted and approved by the Parks Department Representative and the A/E.

- 1) Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard drawings and information prepared prior to the Contract without specific reference to the Project will not be considered a Shop Drawing.
- 2) Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and

similar drawings. Include the following information:

- (a) Dimensions.
- (b) Identification of products and materials included.
- (c) Certification of compliance with specified standards.
- (d) Notation of coordination requirements.
- (e) Notation of dimensions established by field measurement.

3) Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 30" x 40".

4) Number of Submittals: Submit five blue-or black-line prints for City's review. Two copies will be returned. If the submittal is rejected, submit five copies of the resubmittal.

2-5.3.3 Submittals. Add the following paragraph to subsection 2-5.3.3:

Submit all materials lists, product data sheets (catalog cuts) and samples required by Technical Specification Section **01300 SUBMITTALS**, together with those identified by the various other technical specification sections at the pre-construction meeting. Approval of all materials lists, product data sheets (catalog cuts) and samples must be obtained prior to initiation of the Work involving the product or sample being submitted. Contractor shall allow thirty (30) days for review and approval of such submittals.

2-9.3 Survey Service. Revise Subsection 2-9.3 in its entirety to read as follows:

2-9.3 Survey Service. Contractor shall provide all survey services required for the Project. If at any time during the course of constructing the Project Contractor believes that additional survey services will be required for which Contractor intends to make a claim to City for added cost, such additional survey work must be authorized by City in writing prior to work being performed or such work will be considered "unauthorized."

2-11 INSPECTION. Add the following at the end of the section:

In the event reinspection of any Project element results in additional cost to City for consultant or staff time, the Director retains the right to withhold sufficient funds from payments due Contractor to cover the costs to City of such reinspection.

2-12 Add new subsection 2-12 to read:

2-12 NOTICE OF SPECIAL CONDITIONS. Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- 1) Submittal of Materials Lists, Product Data, and Samples (Spec. Prov. 2-5.3.3);
- 2) Survey Services (Spec. Prov. 2-9.3);
- 3) Construction Schedule (Spec. Prov. 6-1);
- 4) Long Lead Time Items (Spec. Prov. 6-1.1);
- 5) Insurance requirements (Spec. Prov. 7-3); and,
- 6) Submittals (Tech. Spec. Section **01300 SUBMITTALS**).

SECTION 3 - CHANGES IN WORK

3-2 CHANGES INITIATED BY THE AGENCY. Add new subsection 3-2.3 to read:

3-2.3 Emergency Change Orders. If a necessary change results in a change in the Work, the Park Projects Inspector is authorized to negotiate an emergency change order, not to exceed \$500, with Contractor's representative. After both sign this emergency change order, the change will become effective. With the signing of the Contract Documents, Contractor acknowledges that Contractor's representative is authorized to sign emergency change orders not to exceed \$500 each.

3-3.1 General: Add the following paragraph at the end of this section:

All work and expense incurred by Contractor by reason of any known natural obstructions or conditions (such as rock, unstable soil, groundwater, etc.), whether the same be located within the limits of the Work or so nearly adjacent thereto as to interfere with the doing of said work, shall be borne by Contractor, and there shall be no extra charge to City therefor.

3-3.2.2 Basis for Establishing Costs, subparagraph (a) **Labor**. Add the following:

No labor cost for move in and out or minimum charges, other than the hourly rate, shall be allowed for workers available from the force already on the job site. Only the foremen directly supervising the job and the workers used in the actual and direct performance of the work shall be included in the labor charges.

The possibility of State of California wage increases is one of the elements to be considered by the Contractor in determining Contractor's bid. No additional compensations will be made for any increases in Federal prevailing wage rates in excess of those set forth in the Contract. However, if the job is prolonged as a result of construction change order(s) or delayed by the City beyond the specified days in the Time of Completion, reimbursements may be made for increases in State prevailing wage rates, but only for the work days beyond those stipulated for project time of completion in the Bid Proposal.

Labor rates for Extra Work will be taken from the rates published periodically by the State of California in the publication entitled "General Prevailing Wage Rates," which is in effect on the date upon which the job is advertised.

In no case shall the percentage of markup for EXTRA WORK exceed 20% for labor and 15% for materials for work performed by the Contractor, nor 10% for the first \$5,000 of subcontracted work nor 5% of any work beyond the first \$5,000 of subcontracted work.

3-5 DISPUTED WORK. Add the following at end of section:

In any case where Contractor deems extra compensation is due for work or materials not clearly covered in the Contract, or not ordered by the Director as Extra Work, Contractor shall notify the Director in writing of Contractor's intention to make claim for such extra compensation **before** Contractor begins the work on which such claim is based. If such notification is not given, or the Director is not afforded proper facilities by Contractor for keeping strict account of actual cost, then Contractor shall be deemed to have waived the claims for such extra compensation.

Such notice by Contractor, and the fact that the Director has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the Director. If the Director determines that the claim is well-founded, it shall be allowed and paid for as Extra Work; if the Director determines that the claim is not well-founded, it shall be disallowed and not paid.

3-6 Add new section 3-6 to read:

3-6 UNAUTHORIZED WORK. Work done beyond the lines and grades shown on the Plans, work done in the absence or without the knowledge of the Director or any alleged extra work done without City's written authorization, will be considered as unauthorized and at the expense of Contractor and will not be measured or paid for by City. Contractor may be required to remove such unauthorized work at no expense to City, as determined by the Director.

SECTION 4 - CONTROL OF MATERIALS

4-1.1 General. Add new paragraph at end of subsection to read:

Any inspection or verbal approval by any representative or agent of City will not relieve Contractor of the responsibility to incorporate in the Work only the materials and quality of workmanship which conform to the Specifications, as modified by change orders, supplemental agreements, approved revisions to Plans and Specifications, all as issued in writing, and which conform to all applicable codes.

4-1.3.4 Add new subsection 4-1.3.4 to read:

4-1.3.4 Concealment. Contractor shall notify the Park Projects Inspector sufficiently in advance of the permanent concealment of any materials or Work to allow for inspection of same. Where inspections are required by other than the Park Projects Inspector, Contractor shall notify the appropriate inspector in sufficient time in advance of the permanent concealment of any materials or work prior to the required inspection. The following list is typical of such required inspection:

- (a) Piping and conduit prior to backfill;
- (b) Subgrade, steel placement and forms for all concrete work, prior to pour.

If any Work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to the Inspector that the materials used and the Work done are in conformance with the Plans and Specifications. All labor and equipment necessary for exposing and testing shall be furnished by Contractor, at Contractor's expense. Contractor shall replace at Contractor's own expense any materials or Work damaged by exposure or testing. Time delays as a result of such exposing and testing shall not constitute justification for a time extension.

4-1.4 Tests of Material. Add the following at end of subsection:

The costs of retesting any portion of the Work or materials which have failed initial tests as observed by City shall be borne by Contractor.

4-1.6.1 Add new subsection 4-1.6.1 to read:

4-1.6.1 Proposed Substitutions. Products and equipment proposed for substitution as "equals" to the products and equipment specified are subject to the written approval of the Parks Department Representative. Substitution proposals must be submitted prior to contract award.

After bid opening, Bidders being further considered shall submit all substitution proposals fully documented for consideration within five (5) working days after the bid opening. Submittal of substitution proposals more than five (5) working days after bid opening may be grounds for rejection of the proposal on the basis of late submission, at the discretion of the Parks Department Representative. Bidders being further considered shall also submit catalog cuts and specification information on the materials and/or equipment as specified for the Contract. Documentation shall be sufficient to allow for a thorough comparative check of the proposed substitution vs. the specified item.

It shall be Bidder's responsibility to show that all products proposed for substitution are equal to the item specified.

Bidders being further considered shall submit six (6) copies of materials documentation, including equipment brochures, parts lists and material specifications, for all proposed substitutions and the respective specified item; the documentation shall be indexed with job title.

Proposed substitutions will not be evaluated until after award of the Contract. Award of the Contract and Bidders' bids are to be based on items as specified. Within thirty-five (35) calendar days following contract award, City will evaluate the proposed substitutions and shall advise Contractor whether such substitution is approved or not. Reference in the Project Specification to specific manufacturers and model numbers is intended to establish the standards required for the various materials and equipment. Piping and wiring as shown on the Plans is for materials and equipment as specified. Substitutions may be approved if it is determined by the Director that the materials and/or equipment proposed are at a minimum equal to the specified material and/or equipment in all terms including quality, performance, appearance, durability, method of operation, etc. Should equipment of other manufacturers be approved and used, Contractor shall make all changes in the Work, including changes in other equipment, piping, conduit, wiring, location of equipment, re-arrangement of partitions, openings for pipes or ducts, intakes, exhausts, etc., that may be required due to design or space allotment, as approved by the engineer and the Parks Department Representative, all at no additional cost to City and no change in contract time.

In making requests for substitution, Contractor represents:

- 1) Contractor has personally investigated the proposed product or method, and has determined that it is equal or superior in all respects to that specified.
- 2) Contractor will provide the same guarantee for the substitution as for the product or method specified.
- 3) Contractor will coordinate the installation of the approved substitution into the Work, making such changes as may be required for the Work to be completed in all respects.
- 4) Contractor waives all claims for additional costs related to the substitutions which become apparent.

At the time items proposed as "equal" to items specified are first inspected on site by the Parks Department Representative, if such items are determined by the Parks Department Representative to NOT be equal to the items specified, such unacceptable items shall be removed, whether already incorporated into the Work or not, and items as specified shall be provided and installed by Contractor all at no additional cost to City.

4-1.6.2 Add new subsection 4-1.6.2 to read:

4-1.6.2 Approved Equal. The term "equal" shall mean the product or material used shall have equivalent or more value to City based on the value of the item set forth in the Specifications or Plans, and then only after a written submittal to the Parks Department Representative has been reviewed and approved by the Parks Department Representative. If, after installation substituted equipment is found not to be equal to material specified, it shall be removed and replaced with the material originally specified or some other substitution as approved by the Parks Department Representative, all at no additional cost to City, and with no change in contract time.

SECTION 5 - UTILITIES

5-2 PROTECTION. Add the following to section:

All known utilities located as defined in Subsection **5-1 LOCATION** of the Standard Specifications which are broken due to Contractor's operations shall be repaired at Contractor's expense. Construction to be in accordance with governing agency's standards. Determination of who will make repairs will be made by utility's owner.

5-4 RELOCATION. Add new subsection 5-4.1 to read:

5-4.1 Payment for Relocation and/or Protection of Existing Sewer Laterals. It is not expected that existing sewer laterals will conflict with permanent improvements. In the event existing sewer laterals are found to interfere with proposed permanent improvements, relocation and/or protection shall be accomplished, as directed by the Park Projects Inspector.

Payment for performing the above shall be in accordance with Subsection **3-2.2 Payment**, or **3-3.2 Payment**.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Modify section in its entirety to read:

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. A construction schedule is required. Contractor shall prepare a preliminary schedule in a manner to reflect Contractor's equipment and planned operations. Contractor shall then submit this written work schedule to the Parks, Recreation & Community Services Department at the preconstruction conference. The Parks Department Representative will review and, if acceptable, approve Contractor's proposed schedule. This approved schedule shall be used to track the Project's progress during construction. Failure to submit a schedule, and obtain approval of same, may delay issuance of the Notice to Proceed. Variation from the approved schedule shall only be as authorized by City in writing.

Within the written schedule various tracking dates for completion of various items are to be identified. If as the Work progresses any of these tracking dates are missed, Contractor agrees to accelerate the Work as necessary to bring the Project back within schedule upon being requested by the Parks Department Representative to do so. Failure of Contractor to bring the Project back on schedule within a reasonable period of time following such request will subject Contractor to assessment of liquidated damages at the daily rate specified for late completion. Contractor shall not shorten or delete specified cure times, omit portions of the Work, such as weed control measures or other such items, in order to bring the Project back within schedule unless such measures are mutually agreed to by the Parks Department Representative and Contractor and the Parks Department Representative's written authorization is obtained prior to deletion of any of the Work.

The contract time shall commence on the date specified in the Notice to Proceed. If the total contract time as provided in Special Provisions Section **6-7 TIME OF COMPLETION**, subsection **6-7.1 General**, is 30 calendar days or less, then Contractor shall commence the Work within 5 calendar days after the commencement date specified in the Notice to Proceed; if greater than 30 calendar days, then the Work shall commence within 15 calendar days after the commencement date specified in the Notice to Proceed.

6-3 SUSPENSION OF WORK. Add new subsection 6-3.1.1 to read:

6-3.1.1 Suspension of Work Due to a Stage III Smog Episode. No work shall be done on a day for which a Stage III smog episode is forecast as defined by the Air Quality Management District (AQMD). City shall not be liable for any delay damages which may result from such suspension, but Contractor shall be granted an automatic contract time extension.

When the AQMD predicts that a Stage III episode level will be reached the following day, an announcement containing the specifics will generally be provided by 2 p.m. on the day the prediction is made.

6-7 TIME OF COMPLETION.

6-7.1 General. Revise subsection 6-7.1 in its entirety as follows:

6-7.1 General. Contractor shall complete the Work by the deadline as advertised in the bid proposal with such deadline date set forth in the Contract. The Work shall commence within the time frames specified in Section **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK** herein, following the commencement date specified in the Notice to Proceed. The Work shall be completed within the number of calendar days specified in the Contract following the commencement date specified in the Notice to proceed.

6-7.2 Working Day. Delete Subsection 6-7.2, Working Day, in its entirety and substitute therefor the following:

6-7.2 Calendar Day. A calendar day is any day within the period between the start of the contract time and substantial completion of all the Work provided for in the Contract. Contractor is expected to take into account in the Construction Schedule all weekends and holidays when preparing the bid. Extensions of time will only be considered for the causes defined in above subsections **6-3.1.1 Suspension of Work Due to a Stage III Smog Episode** and **6-6 Delays and Extension of Time.**

6-7.3 Contract Time Accounting. Modify Subsection 6-7.3 in its entirety to read as follows:

6-7.3 Contract Time Accounting. The Inspector will make a monthly determination of calendar days charged against the contract time. These determinations will be discussed with Contractor and Contractor will be furnished with a monthly time recap statement showing the time used and time remaining under the Contract, as adjusted, as of the date of the statement. If Contractor does not agree with the statement, Contractor shall file a written protest within 15 calendar days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-8 COMPLETION AND ACCEPTANCE. Modify the second paragraph to read:

When, in the Director's judgment, the Work has been completed in accordance with the Plans and Specifications, the Director will accept the Work as complete (Final Acceptance as defined in Special Provisions Section **1-2 Definitions**). The date of this acceptance will be the date when Contractor is relieved from responsibility to protect and maintain the Work.

6-8 COMPLETION AND ACCEPTANCE. Modify the third paragraph to read:

All Work shall be guaranteed in writing by Contractor against any and all defective workmanship and materials furnished by Contractor in the performance of the Contract for a minimum period of one year, and portions of the work for longer periods where noted otherwise. The guarantee period shall commence on the date the Notice of Completion is filed with the County Recorder. Contractor shall replace or repair any such defective work in a manner satisfactory to the Parks Department Representative, after notice to do so from the Parks Department Representative, and within the time specified within the notice. If Contractor fails to make such replacement or repairs within the time specified in the notice, City may perform this work and Contractor and Contractor's surety shall be liable for the cost thereof.

The following guarantees are required:

General Contract Work	1 year
Electrical Work	1 year
Manufacturer's Guarantees	See individual Technical Specifications Sections

Written Guarantees shall be in the form of the following **example** on Contractor's own letterhead:

GENERAL CONTRACT WORK
GUARANTEE FOR BID # _____

We hereby guarantee that the Work, including materials and equipment, which we have installed for the **Fairmount Park Lighting & Paving Project**, Riverside, California, is in accordance with the Project Plans and Specifications and that the Work, materials, and equipment as installed will fulfill the requirements of the guarantee included in the Specifications. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or materials within a period of one year, ordinary wear and tear and unusual abuse or neglect excepted. This guarantee period shall commence on the date the Notice of Completion is filed with the Riverside County Recorder's Office for the above named Project. The above guarantee is offered without limitation to the cost of such repairs or replacement.

When the immediate repair or replacement of the Work is necessary to ensure the public safety and welfare, which would be endangered by continued usage of the facility, such circumstance will be deemed an operational emergency. In the event of such an emergency, after City contacts our firm and after allowing 24 hours to initiate repairs, if we fail to initiate and diligently complete such repairs in a timely manner, the Director may direct City forces to perform such functions as the Director may deem necessary to correct the Work and immediately place the facility back in operational condition. If such procedure is implemented, we shall bear all expenses incurred by City. In all cases, the judgment of the Director shall be final in determining whether an operational emergency exists.

In the event of our failure to comply with City's request for repairs under the guarantee provisions (other than operational emergency conditions) within thirty (30) calendar days after being notified in writing by the City of Riverside, California, we collectively and separately do hereby authorize the City of Riverside, California, to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefor upon demand.

SIGNED _____
(CONTRACTOR)

6-9 LIQUIDATED DAMAGES. Section 6-9 of the Standard Specifications is amended to provide that liquidated damages shall be in the amount specified in the Bid Proposal.

SECTION 7 - RESPONSIBILITIES OF CONTRACTOR

7-2.2 Laws. Delete the third paragraph and substitute the following:

In accordance with the Labor Code and City Council Resolution No. 13346, a schedule of State of California prevailing wage rates for the types of work to be done under the Specifications is on file in the Office of the City Clerk, City Hall, 3900 Main Street, Riverside, California, which schedule is open for inspection and copies of which will be made available to any interested party on request. Contractor and all subcontractors shall pay not less than these rates. Contractor is also required to post the applicable prevailing wage rates at the job site. See also Special Provisions Section **7-15 CERTIFIED PAYROLL RECORDS** herein.

Note: The possibility of State prevailing wage rate increases is one of the elements to be considered by the Contractor in determining Contractor's bid. No additional compensations will be made for any increases in prevailing wage rates in excess of those set forth in the Contract. However, if the job is prolonged as a result of construction change order(s) or delayed by the City beyond the specified days in the Time of Completion, reimbursements may be made for increases in State of California prevailing wage rates, but only for the work days beyond the stipulated project time of completion per the Bid Proposal

Note: Non-union contractors and subcontractors, when computing wage rates to be paid to the worker: All fringe benefits are to be added to the basic hourly rates for payment directly to the worker when no union/trust is applicable as recipient of such fringe benefit payments.

7-2.3 Add new subsection 7-2.3 to read:

7-2.3 Apprenticeship Requirements. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor and all subcontractors.

Section 1777.5, as amended, requires Contractor or subcontractor employing tradespersons in any apprentice-able occupation to apply to the joint apprenticeship committee which is nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The Committee shall set an hourly apprenticeship ratio which Contractor shall observe in the performance of the Contract.

Contractor and all subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-2.4 Add new subsection 7-2.4 to read:

7-2.4 Discrimination. There shall be no discrimination against any employee who is employed in the Work covered by these Special Provisions or against any applicant for such employment because of age, race, color, national origin, ancestry, religion, marital status, sex or sexual orientation, disability or medical condition, including the medical condition of Acquired Immune Deficiency Syndrome [AIDS], or any condition related thereto, and such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall also comply with the Americans with Disabilities Act in the performance of the Contract.

7-3 LIABILITY INSURANCE. Amend section 7-3 to add the following:

All liability insurance policies shall be issued by an insurance company or companies authorized to transact insurance business in the State of California, with a policy holder's rating of A or higher and a Financial Class of VII or larger. The insurance policy or policies shall contain the following provisions:

- 1) Coverage for owned, hired and non-owned automobiles.
- 2) Manufacturers and Contractors liability.
- 3) Broad form property damage in any case where Contractor has any property belonging to City in Contractor's care, custody or control.
- 4) Owners and Contractors protective liability.
- 5) Blanket contractual liability.
- 6) Products and completed operations coverage.

7) Coverage for collapse, explosion, and where any excavation, digging and trenching is done with power equipment.

8) An endorsement containing the following provisions:

“Solely with respect to work done by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside and its officers and employees are added as additional insured under this policy.”

9) An endorsement or rider providing that, in the event of expiration, material alteration, or proposed cancellation of such policies for any reason whatsoever, City shall be notified by certified mail not less than thirty (30) calendar days before expiration, material alteration or cancellation is effective.

The minimum amounts of liability insurance coverage specified in Standard Specifications Section 7-3 do not apply to this project.

Commercial general liability insurance shall cover both bodily injury (including death), and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

Automobile liability insurance shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the City’s Risk Manager and the City Attorney, or their designees.

All General Liability Policies shall be confirmed by the completion and submission of an "Additional Insured Endorsement" per Appendix C, or an equivalent form produced by the Insurance Company and approved as to form by the City Attorney.

7-4 WORKERS' COMPENSATION INSURANCE. Amend in its entirety as follows:

7-4 WORKERS' COMPENSATION INSURANCE. Before execution of the Agreement by City, Contractor shall file with the City Attorney the signed certification required by Section 1861 of the Labor Code. The required form will be furnished to Contractor with the Agreement.

Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City’s Risk Manager before execution of the Contract. The City of Riverside, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this paragraph. Contractor’s workers compensation carrier shall be authorized to transact insurance business in the state of California, with a policy holder’s rating of A or higher and a Financial Class of VII or larger.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City of Riverside shall be notified by certified mail not less than thirty (30) calendar days before expiration or cancellation is effective.

7-5 PERMITS. Add the following to section 7-5:

No Work shall be started within the street right-of-way or on any public or private property until Contractor has obtained the necessary permits. Contractor shall obtain all permits and give all notices necessary and incident to the due and lawful prosecution of the Work and to the preservation of the public health and safety.

City will be responsible for payment of all initial fees collected on permits obtained from the City of Riverside, including water and electric fees for permanent services (NOT for temporary construction services). Contractor shall turn-over the signed-off building permit card issued by City's Building Division to the Park Projects Inspector at the Final Acceptance Inspection.

Contractor shall pay for all permits obtained from Agencies other than City, and shall pay for any reinspection/penalty fees that may result from Contractor's operations.

7-5.1.1 City Permits. Permits required from the City for completion of the Work include, but are not necessarily limited to, the following:

- **Public Landscape Permit** as issued by the Parks, Recreation & Community Services Department is required for all public landscape construction work;
- **Building Permit** as issued by the Building Division of the Planning Department for construction of any and all items subject to a building permit.

7-5.1.2 Outside Agency Permits. Permits from outside agencies required for completion of the Work include, but are not necessarily limited to, the following:

- **General Construction Activity Storm Water Permit** (See Appendix ___)

- **National Pollutant Discharge Elimination System (NPDES) Permit – not required; use BMP’s per Appendix O:**

Federal regulations control storm water discharges from construction sites into storm drains and surface waters. The requirements are outlined in the National Pollutant Discharge Elimination Systems (NPDES) permit held by the Riverside County Flood Control District to which the City is a co-permittee. This project will not require an NPDES permit, however, Best Management Practices (see Appendix O) must be implemented and followed regardless of project size. Refer to Section 7-8.6.1 “Water Pollution Control” for NPDES requirements and information regarding Best Management Practices.

7-5.2 Add new subsection 7-5.2 to read:

7-5.2 Local Licenses. Contractor shall obtain and pay for all local licenses necessitated by Contractor's operations. Prior to starting any of the Work, Contractor shall be required to have a City of Riverside Business Tax Registration valid for the life of the Contract; all subcontractors shall also have Business Tax Registrations, each registration valid for the time each subcontractor is engaged in the Work.

7-6 CONTRACTOR’S REPRESENTATIVE. Add the following to the end of section 7-6:

Throughout the progress of installation of the Work, provide at least one English speaking person who shall be thoroughly familiar with the specified requirements, completely trained and experienced in the necessary skills, and who shall be present at the site whenever Work is underway and shall direct all Work performed.

7-7 COOPERATION AND COLLATERAL WORK. Add the following to end of section 7-7:

Simultaneous collateral work is expected to occur during the period of this Contract. Such collateral work may include the following:

- 1) Separate contract work on site for installation of irrigation and landscape improvements in the Rose Garden and adjacent areas south side of Dexter Drive.
- 2) Installation of service conductors and meter head for electrical service.
- 3) Separate contract work on-site for Lake Dredging within Fairmount Lake and Lake Evans with temporary dredge lines crossing Dexter Drive near (north of) the spillway.
- 4) Separate force-account work on-site for park maintenance work.

7-8.5 Temporary Light, Power, and Water. Add the following to subsection 7-8.5:

Both electrical power and potable domestic water as presently available from existing metered City facilities on-site may be used by Contractor for completion of the Work at no cost, so long as such use does not disrupt City's ongoing usage and maintenance of the facilities, does not disrupt the work of any separate contract on site, and does not constitute a hazard to the general public. When drawing water from existing meter(s) on-site, Contractor shall comply with the Public Utilities Department's requirements for backflow protection. Flows shall not exceed the safe rated flow of the water meter. Contractor shall use a temporary construction water meter when drawing water from a fire hydrant. Contractor shall comply with the Public Utilities Department requirements for both backflow protection and metering. Contractor shall pay all costs for temporary construction water drawn from sources other than the on-site domestic water meter. Full compensation for furnishing and applying all temporary water and power as necessary to complete the construction work shall be considered as included in the prices paid for the various contract items of the Work and no separate payment will be made therefor. Temporary power permit fees and temporary construction water fees shall be the responsibility of Contractor. City will pay all fees associated with the installation of permanent water and electric services.

7-10 PUBLIC CONVENIENCE AND SAFETY. Add new subsection 7-10.4.4 to read:

7-10.4.4 Public Safety During Non-Working Hours. Contractor shall have primary responsibility for safety on the job site. Such responsibility notwithstanding, when Contractor is not present and the Director takes note of a circumstance that, in the Director's judgment, constitutes an unsafe condition, the Director may either attempt to contact Contractor or may direct any available forces to perform any functions the Director deems necessary to ensure the public safety at or in the vicinity of the job site. It shall be the Director's option whether to attempt to contact Contractor or whether to take immediate action with any means available to the Director. If the Director takes such action to correct an unsafe condition, Contractor shall bear all expenses incurred by City for such action.

7-15 Add new section 7-15 to read:

7-15 CERTIFIED PAYROLL RECORDS. In accordance with Section 1776 of the Labor Code, Contractor shall produce, display, and submit certified payroll records upon demand to the City of Riverside. Such records shall include the Federal Tax Identification Numbers for both the prime contractor and subcontractor, as applicable. City is empowered to withhold penalties for the violation of the Labor Code. Failure to keep payroll record submittals current may result in delays in processing of progress payments.

7-16 Add new section 7-16 to read:

7-16 STORM AND NUISANCE WATER FLOW. Special attention is directed to possible seasonal storm and/or nuisance water flows such as irrigation and other normal seasonal runoff. Contractor shall be responsible for all injuries or damages to any portion of the work occasioned by the above causes and Contractor shall make good such injuries or damages at no cost to City prior to the completion and acceptance of the Work. Contractor shall not be liable for damages to the Work in the event a flood or earthquake disaster is declared by either the state or federal government when damages are the result of such disaster.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Facilities for Agency personnel will not be required, except as noted otherwise under Technical Specifications for mobilization.

SECTION 9 - MEASUREMENT AND PAYMENT.

9-2 LUMP SUM WORK. Modify the second paragraph of Standard Specifications Section **9-2 Lump Sum Work** to read as follows:

Within five calendar days following the bid opening date, Bidders being further considered by the City for award will be requested to submit detailed breakdowns of the costs for each Lump Sum Bid item to the Purchasing Services Manager. The breakdowns shall include as a minimum the line items shown in the Bid Proposal and will be used for further bid evaluation and progress payment purposes. The bid breakdown for each item shall equal the lump sum bid for that item and shall be in such form and sufficiently detailed as to satisfy the City that it correctly represents a reasonable apportionment of the lump sum bid.

9-3 PAYMENT.

9-3.2 Partial and Final Payment. Revise a portion of this subsection to conform with the following:

From each progress estimate, 10% will be deducted and retained by City, and the remainder, less the amount of all previous payments will be paid to Contractor. The 10% retention shall apply to all of the Work done. There will be no reduction in the retention amount.

Pursuant to Section 22300 of the Public Contract Code, Contractor will be permitted to substitute securities for any moneys withheld to ensure performance of the contract. Such substitution shall only be made at the request and expense of Contractor.

9-3.5 Add new subsection 9-3.5 to read:

9-3.5 Progress Payments. Progress payment requests shall be processed in accordance with the provisions of Public Contract Code Section 20104.50, which is summarized as follows:

- 1) Upon its receipt of Contractor's written payment request, City shall review it as soon as practicable to determine whether it is a proper payment request. If City determines that it is not a proper payment request suitable for payment, City shall return it to Contractor as soon as practicable, but no later than seven days after its receipt, together with a document setting forth in writing the reasons why it is not proper.
- 2) If City fails to make a progress payment within thirty days after it receives an undisputed and properly submitted payment request from Contractor, City shall pay interest on the correct amount thereof at the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- 3) The number of days available to City to make a payment without incurring an interest obligation thereon shall be reduced by the number of days by which City exceeds the seven-day return requirement of sub-paragraph 1) above for return of an improper request.
- 4) A "progress payment" includes all payments due under the contract, except that portion of the final payment which is designated as retention earnings, and a payment request shall be considered properly executed if funds are available for payment thereof and payment is not delayed due to an audit inquiry by City's financial officer.

9-3.6 Add new subsection 9-3.6 to read:

9-3.6 Retention Payment. City's payment to Contractor of the retention amounts withheld from progress payments made during the performance of the Work, and Contractor's disbursement thereof to Contractor's subcontractors, shall be subject to the requirements of Public Contract Code Section 7107, the Stop Notice withholding laws of the State of California and the other provisions of the Contract. City's payment obligations under Section 7107 are summarized herein; by executing the Agreement, Contractor will be confirming knowledge of and responsibility for disbursement of the retention payment to Contractor's subcontractors.

1) Within sixty days after the date of completion of the Work, City shall pay the undisputed and unencumbered portion of the retention amount to Contractor. If City disputes any portion of the amount Contractor demands, City will withhold from its payment an amount not exceeding 150% of the disputed amount.

2) If City fails to pay the undisputed and unencumbered portion of the retention amount due Contractor within sixty days after the date of completion of the Work, City shall pay Contractor a charge of 2% per month on the amount improperly withheld in lieu of any other interest amount otherwise payable by operation of law. In any lawsuit brought for collection of amounts alleged to be wrongfully withheld by City, the prevailing party shall be entitled to attorney's fees and costs.

3) "Completion" for purposes of this Section means any of the following events:

- (a) Occupation, beneficial use and enjoyment of the Work by City, excluding testing, start-up and commissioning activities, accompanied by Contractor's cessation of labor thereon;
- (b) Acceptance of the Work by City;
- (c) Contractor's cessation of labor for a continuous period of 100 days or more due to factors beyond Contractor's control; or,
- (d) Contractor's cessation of labor for a continuous period of 30 days or more if and after City records a "Notice of Cessation of Work" or a "Notice of Completion."

SP-3 **DIVISIONS OF SPECIFICATIONS:** For convenience, the Specifications are divided into sections as set forth in the Table of Contents, but such segregation shall not be considered as limiting the Work of any subcontract or trade, and City will not be responsible for any division of the Work by subcontracts. Contractor shall be solely responsible for all subcontract arrangements of the Work regardless of the locations of provisions in the Specifications.

Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items or parts as are required to properly complete the Work.

The General Conditions, Special Provisions and Technical Specifications apply to each section of the Specifications as though fully set forth therein.

SP-4 **A/E'S STATUS:** The A/E is responsible to City for the preparation of adequate Plans and Specifications, cost estimates, and reports within the scope of A/E's contract. The A/E's services also include checking of shop drawings and material lists; making recommendations to City regarding proposed substitutions; furnishing consultation and advice to City to clarify the intent of the Plans and Specifications; and answering questions that may arise during construction. The A/E shall have access to the site at all times wherever it is in preparation or progress, but does not have the authority to act for City or to stop the Work. Should the A/E observe Work which in the A/E's judgment should be stopped to prevent damage, injury, loss, or error, the A/E should notify Contractor and the Director without delay.

Whenever City extends authority to the A/E for field supervision beyond that defined in the preceding paragraph, Contractor shall be so advised in writing by the Parks Department Representative defining the extent of such authority.

SP-5 **AVAILABILITY OF PROJECT PLANS AND PROJECT SPECIFICATIONS:** Up to six (6) sets of Project Plans and Project Specifications will be furnished the prime Contractor without charge when the contract is awarded. Additional copies of the Project Plans and Project Specifications will be made available at cost.

SP-6 **STATE BOND ACT FUNDING REQUIREMENTS:**

A. **General** Contractor's conformance with the Affirmative Action Requirements Handbook for Federally Assisted Construction Projects shall be mandatory, pursuant to Executive Order 11246, as amended, and per the Civil Rights Act of 1964, as amended. Contractor shall comply with all the requirements which the State of California, The Resources Agency, Department of Park and Recreation, Affirmative Action Section, P. O. Box 2390, Sacramento, CA 95811 has imposed regarding this grant.

Contractor shall submit to Parks Department Representative the following information on forms as provided in the

Appendices:

1. Employer Information Report Standard Form 100 (EEO-1), submitted prior to Notice to Proceed;
2. Monthly Employment Utilization Report (Form CC 257), submitted monthly;
3. Contractor's List of Federal and Non-Federal Work in Bid Condition Areas (Form DPM 547), submitted prior to Notice to Proceed;
4. All subcontractors must submit a "Certification of Non-Segregated Facilities" (Form DPR 542), submitted prior to the Notice to Proceed; and,
5. Contractor's Notification of Subcontracts Awarded (Form DPR 544), submitted prior to the Notice to Proceed.

B. '2000 Bond Act' Sign Requirements:

1. **Authority:** All Projects funded by the "Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" (2000 Bond Act) must include a posted sign acknowledging the source of the funds following guidelines developed by the California Resources Agency.
2. **Criteria:** For projects with in excess of \$750,000 in 2000 Bond Act funding, and for those projects in areas of high visibility (such as a major thoroughfare) a minimum 4 feet by 8 feet sign is required (see Appendix ? for sign detail).
3. **Duration:** The sign shall be displayed throughout the construction period. The sign shall be sufficiently durable and resistant to the elements and graffiti to remain in place in like-new condition, and shall be so displayed, for a minimum continuous period of two (2) years from the date first installed. For projects in excess of \$750,000 in 2000 Bond Act funding, the sign display period shall be a minimum of four (4) years.
4. **Contractor's Responsibilities:** Contractor shall be responsible to obtain all permits required (includes both encroachment and sign permits as issued by the City), shall provide for installation of the sign, shall maintain the sign through-out the required display period, shall remove and dispose of the sign at the end of the display period, and shall restore any damage to the improvements as may result from removal operations.

SP-7 ENUMERATION OF PLANS AND SPECIFICATIONS: Following are the Plans and Specifications which form a part of this Contract:

- A. PROJECT PLANS: Plan No. P07-0057 dated December, 2007.
- B. PROJECT SPECIFICATIONS: Specifications to accompany Plan No. P-7-0057 for the **Fairmount Park Lighting & Paving Project** dated December, 2007.
- C. STANDARD SPECIFICATION: "Standard Specifications" as defined in Special Provisions Section **1-2 Definitions**.

SP-8 PRE-BID CONFERENCE: Attending a pre-bid conference is required. The pre-bid conference is scheduled to be held on Thursday, December 18th, at 1:00 p.m. in the Large conference room, 3936 Chestnut Street, Riverside, California. Attendance at the pre-bid conference is not required for submission of a bid.

SP-9 PRECONSTRUCTION CONFERENCE: Attending a preconstruction conference is required; subcontractors must also attend.

SP-10 SCHEDULE OF MINIMUM HOURLY WAGE RATES:

Note: State of California prevailing wage rates are generally higher than Federal rates. Contractor is required to pay whichever is higher when HUD requirements are a part of the contract.

Contractor's attention is directed to Special Provisions Section **7-2.2 Laws** regarding minimum hourly wage rates.

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SECTION 01000 - MOBILIZATION

PART 1 - GENERAL

- 1.01 **STANDARD SPECIFICATIONS:** The provisions of the Standard Specifications shall apply except as modified herein.
- 1.02 **SCOPE:** The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all Mobilization Work as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:
- Preparatory operations including, but not limited to those efforts necessary for the movement of personnel, equipment, supplies, and incidentals to the Work site;
 - All other operations which must be performed or costs incurred prior to beginning Work on the site;
 - Provision of Temporary Toilets;
 - Provision of temporary utilities;
 - Secure all required permits;
 - Obtain temporary construction water & electrical service;
 - Submittals per Special Provisions Section **2-5.3.3 Submittals** and Technical Specifications Section **01300 Submittals**.
- 1.03 **RELATED WORK:**
- | | |
|---------------------------------|--|
| Bonds | Spec. Prov. Section 2-4 CONTRACT BONDS |
| Proposed Substitutions | Spec. Prov. Section 4-1.6.1 Proposed Substitutions |
| Liability Insurance | Spec. Prov. Section 7-3 LIABILITY INSURANCE |
| Workers' Compensation Insurance | Spec. Prov. Section 7-4 WORKERS' COMPENSATION INSURANCE |
- 1.04 **SUBMITTALS:** As a part of mobilization, all submittals as specified in various individual Sections of the Specifications shall be forwarded to the Parks Department Representative in the format specified in Technical Specifications Section **01300 Submittals** and within the time-frames specified in Special Provisions Section **2-5.4 Submittals**. Submittals shall include all Materials Lists, Catalog Cuts, Shop Drawings, material and color samples, and Construction Schedule all as specified.

PART 2 - MATERIALS

- 2.01 **TEMPORARY UTILITIES:** A permanent potable domestic water meter and permanent electric service are already in place and available for use on the Project. Contractor shall furnish temporary water (if need exceeds safe rate of flow through existing water meter), and temporary construction power (if need exceeds safe rated capacity of the existing service) complete with connecting piping, wiring, lamps, meters and similar equipment as required for the Work. Install, maintain, and remove temporary utilities upon completion of the Work. All expenses in connection with temporary utility services and facilities shall be paid for by Contractor.
- 2.02 **TEMPORARY TOILETS:** The project is proximate to an existing public restroom in the Rose Garden area of Fairmount Park, which may be used by the workers to the extent that it is available.. If code requires a greater number of restroom stalls or facilities more proximate to the work site, Contractor shall install and maintain in a sanitary condition suitable toilets for the use of workers. Toilets shall be portable and shall be removed from the job site at the end of the contract period just prior to Final Acceptance. There shall be a minimum of one (1) toilet for each multiple of twenty (20) Contractor's employees or fractional part thereof working at the job site. Portable toilets shall be maintained in a neat, clean and sanitary condition throughout the contract period.
- 2.03 **CONSTRUCTION OFFICE:** Is not required.
- 2.04 **TEMPORARY TELEPHONE:** At all times while work in underway at the site, Contractor shall provide at the site at Contractor's own expense a non-pay telephone (cell phone is acceptable) for the use of Contractor and subcontractors, as well as for the use of A/E and the Parks Department Representative. The A/E's and City's use will be for local calls only, or for toll calls with all charges reversed.
- 2.05 **OFFICE EQUIPMENT:** No office equipment is required at the job site. However, Contractor is required to retain on the job site at all times work is being performed, both the "permit set(s)" of plans as approved by various agencies having

jurisdiction over the project, as well as the “construction set” of plans and specifications as issued to Contractor by the Department for the use of the various inspectors in performing the required inspections.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Payment: Payment for mobilization will be at the lump sum price bid for mobilization. Payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the Mobilization and De-mobilization Work as herein specified. The 10% retention shall apply to all Mobilization Work.
- B. Work Yard Site Plan: Contractor shall submit a site plan sketch of Contractor's planned Construction work yard showing the proposed location on site for the review and approval of the Parks Department Representative.

3.02 CLEAN-UP: Contractor shall provide trash receptacles for collecting debris, shall remove debris from the job site at regular intervals not less than weekly and shall dispose of same off-site in a legal manner.

END OF SECTION

08/22/96

SECTION 01240 - CONTRACTOR'S REQUEST FOR INFORMATION (RFIs)

PART 1 - GENERAL

1.01 SECTION INCLUDES: This section sets forth the administrative requirements that Contractor, Architect and City are to adhere to for handling of Contractor's requests for information.

1.02 DEFINITIONS:

A. Request for Information:

1. Definition: A document submitted by Contractor to request clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
2. Requirements: A properly prepared RFI shall include a detailed written statement that indicates the specific Drawings or Specification in need of clarification and the nature of the clarification requested.
 - a) Drawings shall be identified by drawing number and location on the sheet.
 - b) Specifications shall be identified by Section number, page and paragraph.

B. Improper RFI:

1. Definition: An RFI that is not properly prepared.
2. Handling: Improper RFI's will be returned marked "Not Reviewed" with a notation of why they are deemed improper.

C. Frivolous RFI:

1. Definition: An RFI that requests information that is clearly shown on the Contract Documents.
2. Handling: Frivolous RFI's will be returned marked "Not Reviewed" with a notation of why they are deemed frivolous.

1.03 CONTRACTOR'S RFI:

- A. When Contractor is unable to determine from the Contract Documents the material, process or system to be installed, an informal clarification shall be requested of the Architect at the next appropriate project meeting, so that when possible a response can be provided and entered into the meeting minutes. When such informal clarification is not possible due to its complexity, or when due to the urgency of the issue clarification cannot wait until the next project meeting, Contractor shall prepare and submit an RFI.
- B. Contractor shall endeavor to keep the number of RFI's to a minimum. In the event that the Architect determines the process has become unwieldy due either to the number and/or the frequency of RFI's, the Parks Department Representative may require Contractor to abandon the process and submit future requests either as submittals, substitutions or requests for change.
- C. RFI's shall be submitted on a form acceptable to the Architect (see Appendix N for sample form). Forms shall be completely filled in and shall be fully legible when photocopied and/or transmitted via facsimile (fax). Each page of attachments to RFI's shall bear the RFI number.
- D. RFI's shall be originated by Contractor:
 1. RFI's from subcontractors or material suppliers shall be submitted through, reviewed and signed by Contractor prior to submittal to City.
 2. RFI's sent by subcontractor directly to the Architect or to Architect's consultants will not be accepted and will be returned unanswered.
- E. Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFI's which request information available in the Contract Documents will either be deemed "improper" or "frivolous" as noted above.
- F. In cases where RFI's are submitted to request clarification of coordination issues, for example pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar issues, Contractor shall fully lay out a

suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI's which fail to include a suggested solution will be returned unanswered with the notation that Contractor is to submit a complete RFI.

- G. RFI's shall not be used for any of the following purposes:
 - 1. To request approval of submittals;
 - 2. To request approval of substitutions;
 - 3. To request changes which entail additional cost or credit;
 - 4. To request changes which entail change in time of completion; or,
 - 5. To request different methods of performing work than those drawn and specified.
- H. In the event Contractor believes that a clarification by the Architect results in additional cost or time, Contractor shall not proceed with the Work indicated by the RFI until a change order is prepared and approved. RFI's alone shall not justify a cost increase in the Work or a change in the project schedule. All such changes must be via official change orders.
- I. Contractor shall prepare and maintain a log of RFI's, and, at any time requested by the Architect, shall furnish copies of the log showing outstanding RFI's. Contractor shall note unanswered RFI's in the log.
- J. Contractor shall allow up to 14 calendar days for review and response time for RFI's from the date of receipt by the City. However, the Architect will endeavor to respond in a timely fashion to all RFI's.

1.04 ARCHITECT'S RESPONSE TO RFI'S: Architect will respond to each RFI in one of the following ways:

- A. Properly prepared RFI's:
 - 1. Architect's Supplemental Instruction;
 - 2. Request for Cost Proposal;
 - 3. Instruction Bulletin; or,
 - 4. Architect may opt to retain RFI's for discussion during regularly scheduled project meetings for inclusion of responses in meeting minutes in lieu of separate written response in another form.
- B. Improper or Frivolous RFI's:
 - 1. Notification of Processing Fees(s).
 - 2. Unanswered RFI's will be returned with a stamp or notation: Not Reviewed.
- C. Answers to properly prepared RFI's will be made separately in writing, not upon the RFI form.

PART 2 - MATERIALS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION

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SECTION 02110 - SELECTIVE DEMOLITION

PART 1 - GENERAL

- 1.01 STANDARD SPECIFICATIONS: The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.
- 1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all **Selective Demolition Work** as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:
- Protection of all trees not designated for removal;
 - Sawcutting, removal and disposal of all pavement designated on the Plans for removal;
 - Demolition of existing rolled concrete curb and other miscellaneous concrete paving as may be found in conflict with the proposed improvements, and as noted on the Plans;
 - Furnishing, developing, applying and providing dust control watering equipment as required for the project;
 - Removal and disposal of all deleterious materials not specifically mentioned herein which may be found within the Work Limits;
 - Coordination with Work of other Sections;
 - Clean-up.
- 1.03 RELATED WORK:
- | | |
|-------------------------|---------------|
| A/C Paving | Section 02513 |
| Concrete Paving & Curbs | Section 02515 |
| Electrical | Section 16530 |
- 1.04 RESPONSIBILITY AND COORDINATION: Contractor shall secure and maintain all required permits and licenses, and pay all fees necessary to legally complete the Work of this Section.
- Contractor shall notify utility companies for all utilities to be cut off, modified or relocated, and shall maintain and protect all active utilities.
- Contractor shall coordinate all Work with the Parks, Recreation & Community Services Department in an effort to avoid any conflicts between the construction activities and recreation programming, special events and park maintenance efforts as scheduled.
- 1.05 PROTECTION AND SAFETY: Contractor shall provide signs in necessary places to exclude persons, except those connected with the Work, from entering the working area. Contractor is responsible for preventing unauthorized persons from entering the work area.
- Contractor shall protect the Project site and adjacent properties from dirty water, mud and water accumulated due to Contractor's operations and from rainfall runoff or water that enters the Project site from any other source.

PART 2 - MATERIALS - Not applicable.

PART 3 - EXECUTION

- 3.01 GENERAL REMOVAL WORK: Removal Work shall be carefully done to avoid damage to all existing facilities not designated for removal. When removing concrete pavement adjacent to concrete pavement designated to remain, contractor shall double sawcut and carefully hand trim to the second sawcut line to avoid damage to portions designated to remain. When removing A/C paving, Contractor shall saw cut and carefully remove all A/C in a manner to avoid damage to A/C paving designated to remain and to avoid damage to existing tree root structures. Not trees roots are to be cut or pruned other than as directed and supervised by the Park Projects Inspector.

3.02 SITE CLEARANCE AND DISPOSAL:

- A. Site Clearing: Clear the sites to be improved of weed growth, rubbish and debris, existing concrete pavement and curbs, asphaltic concrete paving, etc., that are to be removed for construction of the improvements shown on the Plans. Rocks and broken concrete or masonry rubble larger than four inches in the greatest dimension shall be removed to a minimum depth of 12" below finished grade.
- B. Disposal: All deleterious materials shall be disposed of off the site in a legal manner by Contractor, who shall make all necessary arrangements and pay all related costs.

3.03 UTILITIES: All known underground utilities are noted on the Plans.

- A. Utilities to be Inactivated or Abandoned: Utilities that are to be inactivated or abandoned shall be disconnected, removed, and plugged or capped subject to local governing ordinances. All electrical conductors are to be removed from conduit runs to be abandoned.
- B. Existing Inactive/Abandoned Utilities: All miscellaneous inactive underground facilities (e.g., drainage devices, secondary water lines, cables, abandoned oil and water lines, leaching fields, irrigation pipes, wiring, etc.), located 12 inches or more below finish grade may be abandoned in place or removed as necessary for proper completion of the Work.
- C. Utilities to be Protected: All miscellaneous active underground facilities that are encountered during the Work, whether shown on the Plans or not, shall be protected.
- D. Utilities Not Shown: If Contractor encounters any existing underground utilities not shown on the Plans, Contractor shall at once notify the Park Projects Inspector who will determine further procedure.

3.04 DEBRIS BURNING: Burning of debris is NOT permitted.

3.05 DUST CONTROL: Dust shall be kept to a minimum for the duration of the Contract period, especially during the site clearing operations, by means of wetting the site or other approved method. After all selective demolition operations are complete, wash down all existing sidewalks and roadways on and off the site that have become soiled due to Contractor's operations.

END OF SECTION

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SECTION 02513 - ASPHALT CONCRETE PAVING

PART 1 - GENERAL

- 1.01 STANDARD SPECIFICATIONS: The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.
- 1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all **Asphalt Concrete Work** as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:
- Protective measures;
 - Aggregate base;
 - Asphalt concrete surfacing;
 - Seal Coating;
 - Coordination with Work of other Sections;
 - Testing;
 - Clean-up;
 - Replacements, Repairs, Guarantees and Warranty Work.
- 1.03 RELATED WORK SPECIFIED ELSEWHERE:
- | | |
|---|---------------|
| Clear and Grub and Selective Demolition | Section 02110 |
| Grading | Section 02210 |
| Concrete Paving and Curbs | Section 02515 |
- 1.04 SUBMITTALS:
- A. Materials Lists/Manufacturer's Product Information: Contractor shall submit a complete list of materials along with the manufacturer's catalog cuts for all materials proposed for use in the Work at the preconstruction conference. Contractor shall also provide the Manufacturer's complete installation drawings including specifications and a replacement parts lists for all equipment proposed for the Project. Submit three (3) copies of all Manufacturer's product information for each item specified for use in the Work.
- B. Proposed Substitutions: Submittals for Proposed Substitutions shall conform with Special Provisions Section **4-1.6.1 Proposed Substitutions**. Products proposed for substitution as "equals" to those specified are subject to the approval of the Parks Department Representative. If at the time proposed equals are delivered to the site it is determined by the Park Projects Inspector that they are not equal to those specified, they shall be removed and products as specified provided by Contractor at no additional cost to City.

PART 2 - MATERIALS

- 2.01 AGGREGATE BASE: Crushed aggregate base material shall conform with Section **200-2.1 Untreated Base, General** of the Standard Specifications. In lieu of crushed aggregate base, Contractor may use, at Contractor's option, crushed slag base per Standard Specifications Section **200-2.3 Crushed Slag Base**, or processed miscellaneous base per Standard Specifications Section **200-2.5 Processed Miscellaneous Base**.
- 2.02 ASPHALT CONCRETE PAVEMENT: The A.C. pavement for base course shall be C-2-AR-4000 and the finishing course shall be D2-AR-4000.
- 2.03 LIQUID ASPHALT: Liquid asphalt used for tack coat shall be Grade SS-1h Emulsified Asphalt in conformance with Standard Specifications Section **203-3 EMULSIFIED ASPHALT**.
- 2.04 FOG SEAL: Emulsified asphalt shall be type SS-1h per Standard Specifications Section **203-3 EMULSIFIED ASPHALT**.

2.05 SLURRY SEAL: The emulsion-aggregate slurry shall be a quick-set type per Standard Specifications Section **203-9 SEALCOAT - ASPHALT BASED**.

PART 3 - EXECUTION

3.01 AGGREGATE BASE: Subgrade shall be prepared per the structural soils report. Install crushed aggregate base in accordance with Standard Specification Sections **301-2 UNTREATED BASE**.

3.02 ADJUSTMENT OF MANHOLES, COVERS AND CLEANOUTS: All manholes, covers and cleanouts shall be adjusted to finish grade by Contractor.

3.03 AGGREGATE BASE AND ASPHALT CONCRETE PAVEMENT:

A. Thickness: The thickness of the aggregate base course and the asphalt concrete surfacing (after compaction) shall each be as noted on the Plans, or if not noted, shall be as specified in the structural soils report.

B. Aggregate Base: Shall be installed per Section **301-2 UNTREATED BASE** of the Standard Specifications.

C. Asphalt Concrete: Shall be constructed per Section **302-5 ASPHALT CONCRETE PAVEMENT** of the Standard Specifications.

D. Finish Course: Shall be placed only when the atmospheric temperature is above 40°F. Headers are not required.

E. Joints:

1. Inspection: Where new pavement joins existing, the surface will be inspected at locations determined by the Engineer with a straightedge 6 feet long. When the straightedge is laid across the seam between "new" and "old" pavement, the surface shall not vary more than 0.03 feet from the lower edge.

2. Joints: At join lines along new concrete gutters, or where the existing asphalt pavement has been removed, the finished surface shall not vary more than 0.00 to 0.05 higher than the concrete surface that is being joined.

3.04 LIQUID ASPHALT: Tack coat shall be applied to all asphalt concrete and P.C.C. concrete surfaces to be joined by new A.C. pavement at the rate of 0.10 gallon per square yard, all in accordance with Section **302-5.4 Tack Coat** of the Standard Specifications.

3.05 SEAL COATINGS:

A. Fog Seal: An emulsified asphalt fog seal coat shall be applied to all new asphalt pavement. The pavement shall be allowed to cure a minimum of 30 days before application of said Fog Seal. The emulsion shall be cut with water in such proportion that the resulting mixture will contain not more than 25% added water. Asphalt emulsion shall be reheated as necessary so that when the material is transported to the Work site, the temperature shall be between 150°F and 160°F. Rate of application shall be 0.06 gal./SY.

B. Slurry Seal:

1. Slurry shall be applied to all existing asphalt concrete per the limits shown on the Plans and as specified in Standard Specifications Section **302-8 Sealcoat for Miscellaneous Areas**.

2. The sealcoat material shall be applied in two applications. The total quantity applied, depending on surface conditions, shall be in the range of 20 gallons to 50 gallons per 1000 SF. The exact rate of application shall be as directed by the Engineer.

3. Sealcoat material shall be diluted as directed by the Engineer using clean, potable water in an amount not to exceed 20 percent of the total volume.

4. A tack coat consisting of 5 parts clean, potable water and 1 part SS1h emulsion shall be applied at the rate of 0.05 gal per square yard.

5. Sealcoat shall only be applied when the atmospheric temperature is greater than 55°F (10°C) and if rain is not forecast for the period of 24 hours after application.

6. Prior to applying sealcoat material, remove and patch all cracked and broken pavement. Cracks wider than 1/8" shall be cleaned, treated with weed killer and filled with an asphalt based crack filler. The pavement surface

shall be clean and free from dirt, oil, and grease deposits. When ambient temperatures are over 80°F (27°C) or if the pavement is excessively aged or porous, the surface shall be sprayed with a mist of water in an amount that will leave the surface damp but with no visible puddles of water. This procedure is not required if a tack coat has been applied.

7. Sealcoat material shall be applied using a truck mounted tank or wheeled container in continuous parallel lines and spread by means of brooms or rubber faced squeegee either by hand or machine and in such a manner as to eliminate all ridges, lap marks, and air pockets. Raised pavement markers, valve box covers, and manhole covers shall be protected and kept free of seal coat material. Sealcoat material shall be homogeneous prior to spreading with no visible separation of solids and liquids.
8. The second coat of sealcoat material shall not be applied until the first coat has dried to the touch.
9. Contractor shall exercise care to prevent sealcoat material from being deposited on other than specified surfaces and shall remove sealcoat material from surfaces not designated to be sealed at no cost to the Agency.
10. Traffic control shall be provided per Standard Specifications Section **302-4.4 Public Convenience and Traffic Control**.

3.06 **STRIPING**: Install striping for parking stalls and other markings as shown on the Plans and per Standard Specifications Section **310-5.6 Painting Traffic Striping**. Reflective glass beads shall be added to the paint.

END OF SECTION

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SECTION 02515 - CONCRETE, PAVING, AND CURBS

PART 1 - GENERAL

- 1.01 STANDARD SPECIFICATIONS: The provisions of the "Standard Specifications for Public Works Construction" shall apply except as modified herein.
- 1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all **Concrete, Paving and Curbs Work** as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:
- Foundations;
 - Interior floor slabs;
 - Exterior walks and slabs as shown on the Plans;
 - Curbs, gutters, and mowing curbs;
 - Cement, finish, joints, sawcutting, and patching;
 - Setting of items to be inserted into concrete;
 - Reinforcement dowels for masonry work;
 - Curing;
 - Testing;
 - Miscellaneous concrete items;
 - Placing of sleeves and conduit stubs under slabs;
 - Coordination with Work of other Sections;
 - Clean-up;
 - Replacements, Repairs, Guarantees and Warranty Work.
- 1.03 RELATED WORK:
- | | |
|-----------------------------------|---------------|
| Submittals | Section 01300 |
| Play Equipment & Site Furnishings | Section 02461 |
| Concrete Reinforcement | Section 03300 |
- Furnishing and determining location of items to be inserted into concrete
- 1.04 GUARANTEE: All Work of this Section shall be guaranteed against cracking, lifting, separation, and other such defect for a minimum period of one (1) year following Final Acceptance of the Project.
- 1.05 STANDARDS: Testing, materials, and workmanship shall conform to the requirements of all applicable codes, except that requirements specified herein shall govern where such requirements exceed the requirements in the Building Code.
- 1.06 SMOOTHNESS TOLERANCE: Cement finish surfaces shall be of such smoothness and evenness that the surface shall contact the entire length of a 10-foot straight edge laid in any direction, with an allowable tolerance of 1/8 inch. Any operations necessary to achieve this result shall be performed by Contractor at no additional cost to City.
- 1.07 PATCHING: No patching will be permitted to correct defective work without the prior knowledge of the Park Projects Inspector; defective sections shall be removed and replaced. No extension of time will be allowed for correcting defective work. Granting of consent to attempt patching as a remedy to defects will not constitute a waiver of City's right to reject and require removal and replacement if the patching is deemed unacceptable by the Park Projects Inspector.
- 1.08 INSPECTIONS: Inspections will be required. Contractor shall call for inspection a minimum of 48 hours (two working days) prior to need. Contractor shall call for inspection upon completion of each of the following specific phases of construction, each prior to pour:
- All form work placement/construction;
 - All footing excavation;
 - Subgrade preparation;
 - Steel reinforcing placement.

Contractor shall notify the Park Projects Inspector (951) 712-4642 a minimum of 48 hours prior to each concrete pour. Any Work covered prior to inspection shall be opened to view by Contractor at Contractor's expense.

1.08 TESTING: All testing shall be as required by the Standard Specifications.

PART 2 - MATERIALS

2.01 GENERAL: All materials shall conform to Section **201 CONCRETE, MORTAR, AND RELATED MATERIALS** of the Standard Specifications, except as noted below.

2.02 CONCRETE: Concrete shall be a minimum 5-sack mix, with a maximum 4-inch slump, with ultimate compressive strength at 28 days as specified in the Concrete Class Use Table, Section **201-1 PORTLAND CEMENT CONCRETE**, of the Standard Specifications. No admixtures will be allowed.

2.03 REINFORCING STEEL: Shall be in accordance with Standard Specifications Section **201-2 STEEL REINFORCEMENT FOR CONCRETE**.

2.04 EXPANSION JOINTS:

A. Expansion Joints: Shall be as shown on Plans. Submit samples of preformed material and sealant for approval of the Parks Department Representative.

B. Crack Control Joints: Shall be as shown on the Plans. Submit samples of preformed materials for approval of the Parks Department Representative.

2.05 CONCRETE CURING COMPOUND: Shall be Type 1, all of one manufacturer, either "Clear Seal" as manufactured by A. C. Horn, or "Burke Cure Seal" as manufactured by Burke Concrete Accessories, Inc. or City approval equal. All curing compound shall conform with Section **201-4 CONCRETE CURING MATERIALS** of the Standard Specifications.

2.06 FORM LUMBER: Shall be Douglas Fir, construction grade or better, in conformance with the Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL: All Work shall conform to the requirements of Section **303 CONCRETE AND MASONRY CONSTRUCTION** of the Standard Specifications, as applicable. Contractor shall provide copies of all load tickets to the Park Projects Inspector for all transit-mixed concrete delivered to the site.

3.02 FORM WORK: Forms shall be substantial, unyielding, true to line and grade, and shall be placed to conform with the dimensions for the Work as noted on the Plans.

3.03 PLACING CONCRETE: Transport, place and spread concrete per Section **303-1.8 Placing Concrete** of the Standard Specifications in a manner to prevent segregation of aggregate. Reinforcing shall be supported by metal or plastic chairs and shall be placed per Section **303-1.7.1 Placing Reinforcement, General** of the Standard Specifications; concrete supports shall not be used.

3.04 CONCRETE FINISHING:

A. Finish: Exterior slabs and walks shall be finished with a non-slip, uniform medium broom surface, transverse to direction of slab, unless otherwise shown on the Plans. Integral curb and gutter shall be finished with a smooth trowel finish on top and face of curb with a tooled flowline and medium broom finish on the remainder of the gutter lip. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

B. Installation, Slope and Drainage: Install all concrete and cement finish work true to lines, dimensions and grades. All concrete slabs and gutters shall slope to drain. Depressions in the concrete surface that hold water ("bird baths") will not be acceptable.

- C. Protection: Protect all finished concrete from graffiti. Contractor shall be responsible for providing concrete watchperson. A graffitied finish will not be acceptable.
- 3.05 CURING: Initial curing shall be moist curing or moisture cover curing, and shall continue for at least 168 cumulative hours (not necessarily consecutive), during which time the concrete has been exposed to air temperatures above 50°F. Avoid rapid drying at the end of the curing period. Use water that is free of impurities which could etch or discolor concrete surfaces. Do not use liquid membrane curing compounds on surfaces which are to be covered with a coating material applied directly to the concrete or with a covering material bonded to the concrete, such as other concrete, liquid floor hardener, waterproofing, damp-proofing, flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the inspector.
- 3.06 COORDINATION: All items that require a foundation and are shown to be located within a slab (e.g. bench posts, bike rack posts and drinking fountains) shall be set in properly cured footings as specified prior to placing the slab. The required cure time for all such footings shall be a minimum of 14 days.
- 3.07 DEFECTIVE CONCRETE: Remove and replace all defective concrete and defective cement finish work. Removal and replacement shall be for full panels to the nearest crack control or expansion joint unless approved otherwise in advance by the Park Projects Inspector. Permission to patch any defective area shall not be a waiver of City's right to require complete removal of defective work if patching does not restore quality and appearance of the Work.
- 3.08 CLEAN-UP: Remove all concrete spoil and clean all latence, spills, stains and splatters from all equipment, poles, standards and surfaces. Remove all forming from the site and clean up and legally dispose of all debris and trash that may result from the Work of this Section.

END OF SECTION

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SECTION 16530 - ELECTRICAL

PART 1 - GENERAL

1.01 STANDARD SPECIFICATIONS: The provisions of the "Standard Specifications for Public Works Construction," shall apply except as modified herein.

1.02 SCOPE: The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all **Electrical Work** as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:

- Coordination with Work of other Sections;
- Submittal of a complete materials list, catalog cuts, Work Schedule, and other submittals as required;
- Submittal of Shop Drawings for: complete lighting system design, including aiming charts and light level calculations; poles and cross arms; pole foundations; panel and control cabinets for contactors and miscellaneous control equipment;
- Obtaining all necessary permits and building department inspections;
- Obtaining temporary power (associated fees and charges shall be paid by Contractor);
- Excavation, backfill and compaction for pull boxes, pole foundations and trenches;
- Disposal of excess clean soil on-site as directed by Inspector;
- Provision of approved shoring, lights and barricades, as required by site conditions and as specified;
- Boring of conduit under existing pavement;
- Repair of all damage to all existing improvements caused by the Work;
- Underground distribution conduit, cable and underground pullboxes;
- Distribution and control equipment;
- Concrete light pole foundations with reinforcing steel, anchor bolts, embedment of same, conduit embedment, and provision of electrical ground connection at the poles;
- Poles and pole mounted fixtures complete with lamps;
- Branch circuit wiring system with panelboards, wiring devices, conduit, conductors, and all related equipment;
- Spare parts and turnover items;
- 'As-built' Record Drawings;
- Testing;
- Clean-up;
- Replacements, Repairs, Guarantees and Warranty Work.

1.03 RELATED WORK SPECIFIED ELSEWHERE:

Submittals	Section 01300
Selective Demolition	Section 02110
Concrete Paving and Curbs	Section 02515

1.04 PRE-BID SITE VISIT: The Bidder is required to make a thorough field investigation to determine accurately the existing conditions and materials as to the electric power distribution system prior to bid. Where deviations occur between the field conditions and the Plans and/or Specifications, a clarification shall be requested 10 days prior to the bid opening; otherwise the necessary changes shall be made at no cost to City as directed by the Park Projects Inspector.

1.05 COORDINATION OF WORK: Contractor shall schedule the Work to coordinate with City and all other Collateral Work and other contracts in progress on-site at all times. Necessary coordination shall be specified during the preconstruction conference.

1.06 PERMITS AND INSPECTIONS:

- A. Permits: Permits are required. See Special Provisions, Section **7-5 Permits**.
- B. Inspections: Inspections are required. Contractor shall notify the Park Projects Inspector 48 hours (two working days) prior to required inspections. No Work shall be covered prior to inspection. At the time of electrical inspections,

Contractor shall make available a complete field set of Plans and Specifications. The field set of Plans shall be marked up to show detail variations from the Plans. Variations must have prior approval of the Park Projects Inspector.

All light pole locations shall be spotted in the field by the Contractor, and the pole locations shall be inspected and accepted by the City prior to commencement of trenching for conduit runs and digging of the pole foundation.

1.07 SUBMITTALS: The following shall be submitted to the Park Projects Inspector at the pre-construction conference:

- A. Schedule: A complete schedule of Electrical Work and a job cost breakdown for progress payment purposes.
- B. Shop Drawings:
 - 1. Lighting System: Complete Shop Drawings (light level calculations) to verify adequacy of fixture count and light system design. Contractor and manufacturer shall prepare a complete light level chart based on a thirty (30) foot (or closer spaced) grid along the walkway areas. The light level chart shall indicate the footcandle intensity at the grid points. Light level calculation points shall be twice the number recommended by IES standards and shall be calculated by computer. The Computer Calculations readout and light level chart shall be submitted for the review and approval of City's Design Engineer prior to ordering, fabrication and installation of any poles. The readouts shall state initial footcandle levels at all grid points. The calculations shall include a lamp mortality rate for the life of the lamp so that 50% or more of the lamps installed are still operating. Lumen maintenance shall be not less than 90% of the initial lumens over the life of the lamps. The area in which the installation is made shall be considered "semi-dirty" and dirt accumulated on face of lights shall also be considered. Burning angles of lamp from horizontal or vertical shall also be one of the design calculations.
 - 2. Poles & Foundations: Complete Shop Drawings for all light poles and foundations, complete with structural calculations; six copies. Structural calculations shall be signed by a Structural Engineer registered in the State of California.
 - 3. Panels, Switchgear Enclosures, and other Manufactured Equipment: Complete Shop Drawings showing details of specially manufactured equipment, such as switchboards, panelboards, and cabinets; six (6) copies.
- C. Materials Lists and Catalog Data: Complete materials list with equipment brochures "catalog cuts"; two (2) copies. Submitting a catalog number and manufacturer's name as a materials list stating that the items will be furnished to meet specifications will not be acceptable. The following items by make and number, where applicable, must be listed in the submittal: underground conduit, rigid galvanized steel conduit, cable, wire, pull boxes, fixtures, lamps, control equipment, outlets, boxes, breakers, photocells, switches, timeclocks, lamps.

1.08 PROPOSED SUBSTITUTIONS AND "APPROVED EQUALS":

- A. Proposed Substitutions: See Special Provisions, Section **4-1.6.1 Proposed Substitutions**. If substitution of the fixtures for walkway lighting is proposed, the submittal shall include data on a similar project located in Southern California, and shall include data on the footcandle levels achievable given the pole height and spacings shown on the Plans or as proposed. If substitution of the light poles is proposed, the submittal shall include pole and foundation Shop Drawings signed by a Structural Engineer registered in the State of California.
- B. "Approved Equal": See Special Provisions, Section **4-1.6.2 Approved Equal**.

1.09 TESTS:

- A. General: Contractor shall make all tests required by the Park Projects Inspector, City's Public Utilities Department Electrical Inspectors, City's Building Division Inspectors, and all other authorities having jurisdiction. The cost of all tests, the replacing and/or repairing of all damage resulting from these tests, and all other Work necessary to replace materials and Work that are not in accordance with the Electrical Ordinance, Safety Orders, Plans and Specifications shall be borne by Contractor. Should Contractor refuse, or neglect, to make any tests necessary to verify for the Parks Department Representative that Contractor has carried out the intent of the Plans and Specifications, City may make such tests and charge the expense thereof to Contractor, and such expenses will be retained out of final payment.

- B. Wiring and Connection Continuity:
1. Testing Prior to Final Acceptance Inspection: Contractor shall test all wiring and connections for continuity, grounds and short circuits before the devices and equipment are connected. Each panel shall be tested with mains disconnected from feeder, branches connected, switches and fixtures connected but without lamps. After completion of the electrical systems, Contractor shall individually re-test all circuits, lighting fixtures and equipment for shorts, open circuits and grounds in compliance with applicable regulations.
 2. Final Acceptance Tests: At the time of the Final Acceptance Inspection, Contractor shall have a qualified electrician at the job site to make all tests that may be requested by either the City or the City's Design Engineer. Contractor's electrician shall demonstrate the satisfactory operation of the entire electrical system, including all equipment and lighting fixtures.
- C. Operational Test: Upon job completion, all electrical loads and controls shall be tested under full operating conditions and all defective materials, equipment, devices or faulty workmanship shall be immediately replaced at no cost to City. Contractor will be required to make standard equipment, materials and performance tests and other reasonable tests that may be required (such as electrical insulation resistance or equipment temperature rise). The costs for all tests shall be the responsibility of Contractor.

1.10 GUARANTEE: The Guarantee Provisions of the Special Provisions are supplemented as follows as such provisions pertain to the Electrical Work:

- A. General: Contractor shall guarantee all Work under this Contract to be free from defects of workmanship and materials for a period of one (1) year from date of the filing of the Notice of Completion. Contractor shall guarantee to repair or otherwise make good at Contractor's own expense any defects developing within that period of time. The Guarantee shall be in the form required in the Special Provisions. Work shall be performed within 48 hours after receiving notice from City. Notice may be by phone or letter.

B. Equipment, Accessories and Lamps:

1. Equipment and accessories shall carry the manufacturer's guarantee for a minimum of one year from the date of filing of the Notice of completion.
2. Lamps shall have a rated life and minimum guarantee period as follows:

	Rated Life	Guarantee Period
High Pressure Sodium	24,000 Hrs.	1 year
Metal Halide	12,000 Hrs.	1 year
Mercury Vapor	24,000 Hrs.	1 year
Fluorescent	20,000 Hrs.	1 year
Incandescent	2,500 Hrs.	6 months

1.11 TURNOVER ITEMS:

- A. General: Upon completion of the Work, at the Final Acceptance Inspection, Contractor shall submit turnover items to the Park Project Inspector as follows:
1. Record Drawings;
 2. Spare Parts;
 3. Panel Keys (2 sets minimum);
 4. Operation and Maintenance Manuals;
 5. Warranty Cards for all Equipment.
- B. Record Drawings:
1. Preparation and Maintenance Responsibility: Record Drawings shall be prepared and maintained in the field by Contractor. All notes, dimensions, and drawings shall be done with red ink from a ballpoint pen on ozalid prints. All drawings shall be legible, clean and dry. Contractor shall accurately record all changes in the Work on the ozalid prints.
 2. Content: The Record Drawings shall show all changes in the Work, the location of all stubbed-outs (i.e. ends of all underground conduits, fully dimensioned with references to permanent surface landmarks such as buildings, sidewalks, curbs, etc.), and shall note all junction and pull boxes installed, including any not shown and/or called for on the Plans.

3. Workmanship: Upon completion of each increment of Work, transfer all such record information to the prints. All changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of the Inspector. Data shall be recorded on a daily basis and shall be subject to inspection each day. Record Drawings shall be maintained on site at all times that Work is underway and for inspections. Failure to provide Record Drawings for review will be considered cause for rescheduling of inspections and may result in withholding of progress payments until acceptable Record Drawings are provided.
- C. Operation and Maintenance Manuals: Upon completion of the Work, Contractor shall supply three (3) copies of complete operation and maintenance information and instructions, including wiring diagrams, for all electrical and other equipment. This shall include items such as rotating electrical equipment, signal and alarm systems, etc. Manuals shall include catalog cuts identifying all fixtures, ballasts, and breakers by manufacturer and model number that have been incorporated in the Work.

PART 2 - MATERIALS

2.01 GENERAL:

- A. Standards and Codes: All materials and workmanship shall conform with all regulations and codes identified in Subsection **209-1 REGULATIONS AND CODES** of the Standard Specifications, and with the standards of the latest edition, including revisions, of the Uniform Building Code (UBC) and the National Electrical Code (NEC) as adopted by City. Nothing in these Plans and/or Specifications shall be construed to permit Work below the standards of the above regulations, standards and codes.
- B. New Materials and Equipment: All material and equipment shall be new and suited for the intended use and shall conform with American National Standards Institute (ANSI) and National Electrical Manufacturers Association (NEMA) requirements. All material and equipment shall bear the label of or be listed by the Underwriter's Laboratories (UL), the Electronic Industries Association (EIA) or the National Fire Protection Association (NFPA), where applicable.
- C. Standard Products: All material and equipment shall be the standard products of manufacturers regularly engaged in the production of such material and equipment and shall be the latest improved design.
- D. Same Manufacturer: All material and equipment of the same type or of one system shall be supplied by the same manufacturer.
- E. Tamper-proof Fasteners: All screws and fasteners required for all electrical equipment shall be tamper-proof where installed less than twelve (12) feet above finished grade and exposed to public.
- F. Minimum Sizes and Quantities: In no case shall conduits, wires, etc., be smaller in size or less in number than as shown on Plans and/or as called for in the Specifications, even though codes may accept otherwise.

2.02 RACEWAYS:

- A. Raceways and Fittings:
 1. Fittings: All fittings for raceways shall be of the make, quality and finish of the conduit used. Special fittings as required shall be Appleton "Unilet," Crouse-Hinds "Condulets," or Pyle-National "Pylets." Aluminum die cast or pot metal fittings are NOT approved.
 2. Rigid Steel: Shall conform to industry standards and shall be full weight pipe with threaded and screwed joints and shall be protected on inside and outside by galvanizing, or equivalent process. Aluminum die cast or pot metal fittings are NOT approved.
 3. Electrical Metallic Tubing: Shall be thin-wall steel conduit conforming to industry standards and shall be galvanized. Fittings shall be gland ring, water tight compression type. Aluminum die cast, pot metal, indentor and set-screw type fittings are NOT approved.
 4. Flexible Metallic Conduit: Shall be galvanized steel, interlocking, single-trip type, except where specified otherwise and shall be suitably protected against corrosion. Fittings shall be Thames and Betts "Tight-Bite," or City approved equal.

5. PVC Conduit and Fittings: Shall be U.L. listed Schedule 40 with solvent welded and/or molded thread fittings. PVC cut thread fittings are NOT acceptable.
 6. Wire Mold: Shall be Plugmold 2000 with supporting clips, elbows, fittings and adapters.
- B. Bushings and Locknuts: Bushings, locknuts and similar devices shall be galvanized cast steel or cast iron, malleable iron, or galvanized steel. Fittings and boxes made of die cast aluminum or pot metal are not approved.
- C. Outlet Boxes:
1. For Concealed Work: Shall be galvanized, one piece, pressed steel, knockout type, sized per code.
 2. For Exposed Work Within 6 Feet of the Floor or for Exterior Work: Shall be Appleton, Crouse-Hinds or Pyle-National galvanized cast steel, cast iron, or malleable iron type with threaded hubs and neoprene cover gasket. Aluminum die cast and pot metal are not approved.
 3. Local Switch and Receptacle Outlets:
 - a) For Concealed Work: Shall be 4-inch square or larger, with raised plaster ring for single or two-gangs as required.
 - b) For Exposed Work: Shall be Type FS or FD cast metal box with cast cover and gasket.
- D. Concrete Pull Boxes: Concrete pull boxes shall be as manufactured by Brooks Concrete Products, Quickset, or City approved equal. Covers shall be traffic type, cast iron, bolted down with tamper-proof screws. Boxes shall have a six (6) inch diameter drain hole in the bottom. See Plans for size, or size by code, whichever is larger.

2.03 CONDUCTORS:

- A. General: All conductors shall be new copper conductors, in unbroken reels or containers of recent manufacture, shall bear the Underwriters' label, the manufacturer's trademark, and the type and size of the conductor. Unless otherwise specified, all conductors shall be insulated for 600 volts. All conductors shall be stranded, except where noted otherwise on the Plans or in the Specifications. For interior wiring within buildings, sizes No. 8 AWG and smaller conductors may be solid where permitted by code.
- B. Type: All conductors shall either be type THHN/THWN or type XHHW as manufactured by General Electric, Paronite, General, Circle, Cirro, Anaconda, or City approved equal.

2.04 WIRING DEVICES AND PLATES:

- A. Receptacles: Shall be ivory grounding type as follows:
- | | | |
|---------------------------|-------------|----------------------------------|
| 120 volts - 15 amps (GFI) | NEMA 5-15R | Hubbell #GF5262I, P & S #1591-RI |
| 120 volts - 20 amps | NEMA 5-15R | Hubbell #5235 |
| 120 volts - 20 amps | NEMA 5-20R | Hubbell #5362-1, Sierra #1462 |
| 120 volts - 30 amps | NEMA L-630R | Hubbell #2620, AH #6330 |
| 240 volts - 30 amps | NEMA 6-30R | Hubbell #9330, Sierra #2532 |
- B. Switches: Shall be 125/277 volts AC Specification grade, quiet type with ivory plastic toggle handles and number of poles as indicated. Fifteen (15) amp switches shall be Hubbell 1200 series, Sierra 5710 series or City approved equal. Twenty (20) amp switches shall be Hubbell 1220 series, Sierra 5720 series, or City approved equal.
- C. Face Plates: Plastic face plates are NOT approved. All face plates shall be stainless steel plates, Sierra 430, or City approved equal, and shall be engraved to identify equipment served. Plates shall be single, ganged or tandem, as required.

2.05 MISCELLANEOUS:

A. Concrete:

1. Packaging: Cement shall be packaged in strong paper or jute sacks with the brand and name of the manufacturer plainly marked thereon.
2. Aggregates: The grading of coarse aggregates for all slabs shall be the 1" to No. 4 range as set forth in Table 26-2-A of U.B.C. Standards, 1988 Edition, Standard 26-2. Grading of coarse aggregates for all other precast and poured-in-place concrete shall be 1-1/2" to No. 4 range of the same Table 26-2-A.
3. Storage: Aggregate shall be stored separately and measured in a manner to avoid the inclusion of foreign materials.
4. Water: Water required for all purposes shall be clean, free from strong acids, alkalis, oil, or organic materials.
5. Classes by Use:
 - a) Pole Foundations Concrete: Shall be class 560-C-3250, maximum slump of 4" and shall be ready-mixed concrete, conforming with Standard Specifications Section **201 CONCRETE, MORTAR, AND RELATED MATERIALS**.
 - b) Conduit Cover Red Concrete: Concrete used for conduit cover/encasement shall include red integral color admixture and shall comply with Class 450-C-2000, per Standard Specifications Section **201 CONCRETE, MORTAR AND RELATED MATERIALS**.

B. Contactors:

1. Security and Area Lighting Contactors: Shall be voltage, amperage and poles, as appropriate for fixture load, electrically held units equal to Square D, Class 8903, Type SMO-2, 30 amp 3 pole, or City approved equal.
2. Sports Floodlighting Contactors: Shall be 480 volts electrically held units equal to Square D - Class 8903, Type SPO-2 (60/3) or SQO-2 (100/3), or City approved equal.

C. Hand-Off-Automatic (HOA) Switches: Shall be 3 position heavy duty oil tight type with contacts open in center position, one pair closed in left position, and the other pair closed in right position; Square D No. 9001; Type T and K, or City approved equal.

D. Hour "Run-Time" Meters: Shall be 99,999.9 hour, 120V, non-resettable, fused, Square D, General Electric, or City approved equal. Each meter shall be provided with an erasable label to record in pencil hour meter readings for "last re-lamp ____ hours" and "next re-lamp scheduled for ____ hours".

E. Lamps: Shall be of the type indicated, Sylvania, G.E., Westinghouse, or City approved equal. Incandescent lamps shall be inside frosted extended life lamps. Fluorescent lamps shall be energy saver cool white, G.E. "Watt Miser" or Sylvania "Super Saver." All lamps of each type shall be from the same manufacturers run, delivered in unbroken cartons and shall be manufactured no more than two years prior to the bid date.

F. Photocell: Shall be 600 watt 120 volt weatherproof unit Steber #S-595, or City approved equal.

G. Relays: For all circuits of 300V or less shall be 10A, 120V, electrically held, poles as noted, Square D, Class 8501, Type GO, or City approved equal.

H. Time Clock: Shall be a two channel electronic programmable unit with astro-dial 24 hour programming, 365 day calendar, skip-a-day manual override and power outage carry over features. Paragon "Suntracker #EC 72/ST" or City approved equal.

K. Transformers: Shall be dry type, air cooled, Type H insulated, for 480 volt 3 phase primary to 120/208 volt 3 phase secondary, in compliance with NEMA and ASA Standards, with six 2-1/2% primary full capacity taps installed on vibration mounts, as manufactured by G.E., Sorgel, Sierra, G.T.E., Sylvania, Westinghouse, or City approved equal.

2.06 ELECTRICAL CABINETS AND PANELS:

A. CABINETS:

1. General:

- a) Steel Construction: Cabinets for all distribution and control panelboards shall be of one manufacturer, same as panels, and shall be constructed of sheet steel, UL labeled and NEMA rated. Cabinets shall be either flush or surface mounted as indicated on the Plans.
 - b) Cabinet Doors: Provide hinged lockable doors with flush type cabinet lock and spring catch and two milled type keys for each panel, all locks keyed alike.
 - 1) Flush Mount Cabinets: Doors for flush mount type panels shall be set flush in cabinet trim. Trim shall fasten to cabinet with adjustable clamps so that it can be set plumb and to match panel. Trim shall be even with edges of flush-mounted cabinets, and shall extend at least 3/4-inch beyond edges of flush-mounted cabinets.
 - 2) Surface Mount Cabinets: Doors for surface mount type cabinets shall lap the cabinet frame all around, and cabinet frame shall be flanged type, to provide a weathertight seal.
 - c) Directories: Cabinet doors shall be provided with a clear plastic faced metal directory frame and a typed directory card on the inner surface. Directory card shall identify location and use of lights or other equipment controlled by each circuit breaker.
2. Finish: All panel cabinet surfaces not exposed to weather shall be finished with manufacturer's standard enamel or lacquer finish. All surfaces exposed to weather shall be hot-dipped galvanized steel. Where interior panels are mounted flush within the building wall, the trim and door shall be given a primer coat only, and the finish coat shall be painted by others to match the adjacent wall and/or trim (see Section **09900 Painting**).

B. PANELS:

1. Distribution Sections - General: All distribution panels shall comply with the requirements for operating interruption capacity per City of Riverside Public Utilities Department Standards. Distribution panel interior shall be a removable unit complete with bus bars, circuit breakers and all required accessories as shown on the Plans. Bus bars shall be of the capacity and voltage as shown or as required. A solid neutral bar with main lug and numbered terminals or lug for each circuit breaker shall be provided at the end opposite the main lugs. Panel interior shall be arranged so that individual circuit breakers can be removed or installed without disturbing adjacent units, bus structure and insulation. Panel shall have fixed, legible numbers adjacent to the handle of each circuit breaker with numbering sequence as shown on the panel schedules.
2. Electrical Distribution Panels: Shall consist of the following:
 - a) Main Circuit Breaker: Shall be a molded case thermal magnetic circuit breaker padlockable in the "OFF" position, with minimum interrupting capacity as determined by the Utilities Department. All multiple units with common trip and single handle. Feeder rejection switch and fuses per single line diagram, provide one spare set of fuses of each size and type. Provide fuse holders in cabinet in electrical room. Label with nameplate "Spare Fuses."
 - b) Fuses: Shall be as manufactured by Bussman or Gould Shawmut, all rejection type.
 - c) Bus: Shall be copper, size as indicated. Where not shown, size the bus to equal ampacity of feeder switch or circuit breaker. The minimum bus ampacity shall be 100 amperes.
 - d) Panel: Shall be as manufactured by G.E., R.S.E., Sylvania, or City approved equal.

- C. CIRCUIT BREAKERS: Circuit Breakers shall have an interrupting capacity of not less than 10,000 amperes, UL labeled, NEMA rated, molded case type, single handle common trip multiple breakers of either the plug-in or bolt-on type as appropriate for installation in the respective panel. All circuit breakers shall have covers sealed on noninterchangeable trip breakers and trip unit covers sealed in interchangeable trip breakers to prevent tampering. Circuit breaker current rating markings shall be clearly visible after breaker is installed. All circuit breakers for a given panel shall be of one manufacturer and of the same manufacturer as the panelboard in which the breakers are to be installed. Circuit breakers shall be Square D, I-Line, or City approved equal. All circuit breakers shall have mechanically secured lock-off devices. Clipped or cemented on devices will not be acceptable.

2.09 POLE MOUNTED LIGHT SYSTEMS:

- A. FIXTURES: Shall be  metal halide luminare, with Type V distribution unless noted otherwise, or City approved equal.
- B. POLES: 
 - 1. General: Light poles shall be coordinated with the corresponding fixture. All poles shall be shipped to the job in one piece; no field welding is permitted. All poles shall be stenciled with 2" high letters 12" above the base with the respective pole number per the Plans.
 - 2. Model: Shall be a marbelite finish concrete pole, 14 feet tall, Western Lighting Standards #CA-14, or City approved equal.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Approval Prior to Delivery: No materials or equipment shall be delivered to the job site prior to the Parks Department Representative's approval of the materials list.
- B. Installation Standards: All materials and equipment shall be installed in a secure, neat and workmanlike manner by competent workers in conformance with the requirements of the NECA "Manual of Good Workmanship," and any item not so installed shall be corrected to meet the complete approval of the Parks Department Representative. If at any time Contractor believes that proper results cannot be secured through the use of materials and installation procedures specified, it shall be Contractor's obligation to immediately notify the City's Design Engineer and the Parks Department Representative, IN WRITING, setting forth Contractor's reason.
- C. Materials Storage and Protection after Installation: Contractor assumes all responsibility for materials, storage, damage to equipment and safety to all personnel and the public, until Final Acceptance of the Project by City. Sensitive electrical equipment should not be installed until major construction Work is completed. During and after installation, equipment shall be protected from all damage from any cause including water, dust, paint, wet concrete, plaster, etc. Adequate barricades and lighting shall be provided for all open trenches and excavations.

3.02 PROTECTION OF EXISTING SITE IMPROVEMENTS: Contractor shall restore all park equipment, turf areas, irrigation, concrete, etc., that are damaged as a result of Contractor's operations. Repairs shall be made to like-new condition, including resodding of all trenches, per the instructions of the Park Projects Inspector. Repairs to the irrigation system shall be made in accordance with the Standard Specifications for Public Works Construction, latest edition. Materials for such irrigation repairs shall be as designated by the Park Projects Inspector.

3.03 PLANS - PERFORMANCE:

- A. General:
 - 1. Diagrammatic Plans: The extent and general arrangement of the new and existing equipment, light poles, conduit, and wiring systems, are as shown on the Plans which are essentially diagrammatic. The Plans indicate the required sizes and points of termination of conduit and wires and routes to avoid obstructions and preserve clearance; however, it is not the intention of the Plans to show all necessary offsets, etc. It shall be the responsibility of Contractor to install all of the Work to conform to specific conditions found on the site.
 - 2. Verification of Dimensions and Locations: Before proceeding with any Work, Contractor shall carefully check and verify all locations and dimensions of equipment at the site. Once all site paving areas have been laid out in the field, all pole locations shall be spotted in the field by the Contractor, and the pole locations shall be inspected and accepted by the City prior to commencement of trenching for conduit runs and digging of the pole foundation.
 - 3. Work as Necessary for a Complete Installation:
 - a) Specified Work: All Work specified, but not clearly defined by the Plans, must be installed as directed by the City's Design Engineer in a manner satisfactory to the Design Engineer.
 - b) Work as Shown on Plans: Work covered by notes on the Plans must be furnished and installed whether or not such Work is mentioned in the Specifications.

- c) Work Neither Specified Nor Shown on Plans: All incidental items which are neither mentioned in the Specifications nor noted on the Plans, but which are obviously necessary to make a complete working installation shall be provided and paid for by Contractor. All items which are required by codes, which are neither specifically mentioned in the Specifications nor noted on the Plans, but which are deemed necessary by the Building Inspector shall be provided and paid for by Contractor, at no additional cost to City.
- B. Building Electrical Plans:
- 1. Diagrammatic Nature of Plans: Although not necessarily indicating the precise locations for conduit runs, the Plans shall be followed as closely as coordination with the Work of other trades and spaces available will permit. The Plans are not intended to be scaled, and Contractor shall refer to the architectural and structural Plans for the dimensions and limitations of the site and of the building structure and finish. Any discrepancies, conflicts, or questionable points shall be immediately reported to the Park Projects Inspector.
 - 2. Concealed Runs: All conduit within buildings shall be run concealed wherever possible.
 - 3. Incidental Changes: In the event a change of location of any outlet is required, it shall be made by Contractor without extra cost, provided the new location is not more than 5 feet from the location shown on the Plans and the change is ordered before the outlet is installed.
 - 4. Incidental Items: All incidental items not specifically mentioned in the Specifications or noted on the Plans, but which are obviously necessary to make a complete working installation shall be included.
- C. Lighting Plans/Specified Light Levels:
- 1. Plans: The Plans have been prepared using information provided by fixture manufacturer specified as the "first specified" equipment manufacturer with respect to "average maintained" light levels achievable with the number, locations, and mounting heights for the fixtures shown on the Plans. However, it shall be the responsibility of Contractor to verify with the actual equipment manufacturer used (including the specified manufacturer, if used) that the following minimum light levels and uniformity factors are achievable with the installed system. Such verification shall be achieved through the Shop Drawing submittal and review process together with the aiming and performance testing processes as specified in the respective Sections of the Project Specifications. Contractor shall provide the minimum number of light fixtures as shown on the Plans. If as a part of the Shop Drawing review process it is found that additional fixtures are needed to achieve the specified light levels, such additional fixtures shall be added to the system, and appropriate adjustments made to the dimensions and strengths of the poles and cross arms to support such additional fixtures, all at no additional cost to City.
 - 2. Design Light Levels: The lighting system shall be designed to achieve, and as installed shall be guaranteed to achieve, "average maintained" lighting levels (after 100 hours of operation) at a minimum level of: one (1) footcandle measured horizontally, one half (1/2) footcandle measured vertically with a uniformity ratio of???

3.04 TRENCHING:

- A. Existing Irrigation: Trenching shall be coordinated with the existing irrigation system. Plans are available for Contractor's review at the Park and Recreation Department Offices. All irrigation lines damaged due to Contractor's operations, whether or not located as shown on record plans, shall be repaired by Contractor at no additional cost to City and in accordance with City standards. Upon the request of Contractor, a demonstration of the existing irrigation system in all areas to be trenched will be performed by City forces to verify the operational condition of the system prior to commencement of Trenching Work. If Contractor does not request this demonstration, it is assumed that Contractor agrees all systems are fully operational and in good working order.
- B. Existing Trees: Contractor shall take special care when trenching in proximity to existing trees not to damage tree roots during trenching operations. Tree roots over 2" in diameter shall not be cut, but shall be tunneled under. When roots over 1" in diameter are cut, the root shall be pruned square to the root's direction of growth and sealed using a pruning sealer as approved by the Park Projects Inspector. Root pruning and sealing shall be inspected and approved by the Park Projects Inspector prior to backfilling of the trench.
- C. Trenching:

1. All pole locations shall be spotted in the field by the Contractor, and the pole locations shall be inspected and accepted by the City prior to commencement of trenching for conduit runs and digging of the pole foundation.
2. Excavation: Contractor shall perform all Excavation Work necessary to permit installation of conduit, cables and other underground Electrical Work included in the Project. Excavate trenches and pits to minimum dimensions that will permit placing conduits and other Work. Where necessary, provide shoring and bracing to prevent caving of banks. Provide and maintain in place necessary barriers, guardrails or covers while excavations are open. No trenches or excavations shall be left open when Contractor is not present on the site.
3. Conduit Depths: All underground conduit NOT located beneath building floor slabs, concrete walkways or other pavement, shall be installed at 36" below grade. Conduit below slabs or other paving shall be installed 4" below the subgrade elevation for the slab/pavement.
4. Coordination with Serving Utility: Contractor shall contact the serving utility and shall coordinate the specific requirements of the respective utility provider for electrical and telephone service conduits with respect to location, materials, depth of cover, etc.
5. High Voltage Colored Concrete Conduit Cover/Encasement: Where voltage carried EXCEEDS 240 Volts, all such conduit runs shall be covered with a layer of red concrete of a minimum of 3" thick.
6. Backfill of Trenches: As soon as conduit installation is complete, inspected, and approved, all trench excavation shall be backfilled. Backfill over conduits shall contain no rocks, broken concrete or trash. Trench backfill shall be placed in 6" lifts, hand or mechanical tamped to minimum 95% compaction. Flooding of trenches for compaction will not be permitted. Excess earth shall be disposed of as directed and when asked to do so as Work progresses.
7. Trench Settlement: Contractor shall fill all trenches which settle during the Contract Period and, under the guarantee provisions, within one year of the date of Final Acceptance of the Project, all at no additional cost to City.

3.05 RACEWAYS:

- A. General: Conduit fiber lined bushings shall be used with locknuts at all cabinets, switchboards, housings and pull boxes, etc.
- B. Openings, Chases and Sleeves:
 1. Contractor shall be responsible for the proper locations and sizes of all openings, chases, sleeves, etc., required in the building structure to accommodate Contractor's Work.
 2. Where cutting is necessary to install Work under this Section, it shall be done by methods that will not damage the structure.
- C. Existing Conduit: Where existing conduit runs are to be reused, any existing wires shall be removed and the conduit swabbed clean with a mandrel before installation of all new conductors.
- D. Underground Conduit: All underground conduit runs shall be PVC with wrapped rigid steel sweep ells and rigid steel risers. All conduit runs made up either in part or entirely with PVC shall contain a green grounding conductor. All stub ups into switchboards and poles shall be rigid steel conduit with ground bushings properly grounded. All stub outs shall be terminated with non-cemented approved PVC pipe caps. All underground conduit containing cable shall be sealed with duct seal at each end.
- E. Exposed Conduit: Conduit exposed to weather shall be rigid steel with steel ells and risers. All ells 45degrees and larger shall be factory made sweep bends.
- F. Empty Conduit: All empty conduit runs for future use shall be identified with a conduit marker tag at both ends. The identification number shall be shown on the Record Drawings. Tags shall be 1" in diameter, made of 20 gauge brass 12 gauge plastic, or "Dymo" tape plastic and have stamped numbers and/or letters, both 1/4" high. Use brass or copper 12 gauge wire to connect tags to conduit. Provide and install a 3/16" polypropylene pull cord in each conduit.
- G. Conduit in Walls: All conduit in walls shall be rigid steel or EMT only. PVC conduit shall not be installed in masonry or concrete walls.
- H. Flexible Metallic Conduit: Shall NOT be used for this project.

- I. EMT Conduit: EMT in sizes 3" or smaller shall be used for interior concealed runs in stud walls, and furred ceilings, and may be used embedded in block walls, or for interior exposed runs in non-public, service and utility type areas only. Do not use EMT in weather exposed or public areas.
- J. Rigid Steel Conduit: Shall be used for conduit exposed to weather, where embedded in concrete construction and in public areas. All rigid steel conduit exposed to earth, embedded in concrete slabs on grade, and up to 12" above finished grade shall be wrapped, 50% overlapped, with 20 mil PVC tape, Scotchwrap No. 40 (green) or City approved equal.
- K. PVC Conduit: Shall be used only underground and below concrete slabs on grade. Whether noted otherwise on the Plans or not, PVC ells are NOT approved, and shall NOT be used.
- L. Fittings: Furnish and install all fittings and special devices necessary for proper installation, connection and operation of the system. Install sealing fittings where conduits enter hazardous or moist room areas. Sealing fittings shall be filled with sealing compound, according to the manufacturer's instructions, after wires are installed.
- M. Hangers and Supports: Furnish and install all inserts, hangers and supports required for supporting switches, conduits, junction and pull boxes, fixtures and similar materials and equipment. All horizontal and vertical runs of exposed conduits, and conduits larger than one inch located above furred ceilings, shall be supported at intervals of not more than 10 feet. Conduit one inch or smaller, located above suspended ceilings shall be fastened to the ceiling furring in a manner approved by City's Building Division Inspector.
 - 1. Individual conduits: On concrete construction individual conduits, one inch and smaller, shall be secured with one hole malleable iron pipe straps and screws and inserts. On steel construction such small conduits shall be secured with suitable clamps. Conduits larger than one inch shall be attached to framing members with approved pipe hangers. Perforated steel plumbers tape shall not be used. Conduits shall not be attached to motors or other vibration producing equipment.
 - 2. Groups of Conduits: Where conduits are grouped together, the group shall be supported on channels as manufactured by "Unistrut", "Kindorf", or City approved equal.
- N. Conduit Installation:
 - 1. Conduits in finished areas shall be run concealed, except as otherwise shown on the Plans or herein specified. Conduit shall be connected to outlet boxes and cabinets with double locknuts and bushings. Where conduit cannot be connected with standard couplings, only approved conduit unions shall be used. Where conduits cross expansion or seismic joints, "O.Z." type DX, or equal, expansion and deflection fittings shall be used. Except where PVC conduit is used with rigid steel risers and ells, each run of conduit shall be made up in its entirety of one material. Open ends of conduit, unless in a closed box or cabinet, shall be closed with approved conduit caps or closures, as soon as installed, and shall be kept closed until ready to pull in conductors. Bends in all conduits one inch trade size, or larger, shall be made with factory elbows or with an approved hydraulic bender. Running thread connections shall NOT be used. Threadless fittings shall NOT be used.
 - 2. The joints of all conduits installed below ground, in concrete in contact with the ground, or where exposed to the weather, shall be made liquid and gas tight.
- O. Interior Pull and Junction Boxes: Outlet boxes shall be used as pull and junction boxes wherever possible. Boxes in plaster walls or ceilings shall have two-gang raised plaster rings and blank wall plates. Other boxes shall have blank covers.
- P. Junction Boxes: All weatherproof boxes or boxes installed on rigid conduit runs shall be cast metal weather-tight boxes with gaskets and mating covers.
- Q. Concrete Pull Boxes: Install concrete pull boxes where noted on the Plans. Concrete boxes shall be set flush with sidewalk or 1" above finished grade in turf areas or as noted. Concrete boxes shall be made in sections and cemented or grouted together to form a watertight seal. Boxes shall set on 24" of crushed clean 1" rock. The 6" drain hole shall be opened and cleaned out before sealing top. Top shall be sealed after inspection.

3.06 CONDUCTOR INSTALLATION:

- A. General: All wire and cable shall be of the sizes and types as shown on the Plans and as specified herein. The minimum allowable wire size for any Work on this Project shall be No. 12 AWG. All wire shall be sized as required by code or as called for on the Plans whichever is larger. Ground wire shall be green THWN or XHHW. Wires shall be color coded for each leg. Neutral shall be white THWN or XHHW. Cable underground shall be color coded by phase. Conductors shall not be installed in any conduit system until the following has been performed:
1. Conduit system has been inspected and approved.
 2. Conduit system is free of moisture, dirt and debris.
- B. Connections:
1. Connections shall be made without strain on the conductors and all strands of wire shall be included in the splice or termination.
 2. All taps or connections to conductors shall be made with compression type connectors, except that conductors smaller than #8 may have soldered connections. Solderless connectors for #10 or smaller, including fixture connections, shall be made with solderless spring connectors. For #8 or larger, connections shall be made with solderless pressure type connectors.
 3. All joints shall be mechanically and electrically secure and shall be insulated with rubber and friction tapes, or Scotch electrical tape to equal the original insulation of wires. If the type of connector used provides equivalent insulation, taping may be omitted.
 4. Insulating bushings shall be used at all conduit terminations for No. 4 AWG or larger wires.
 5. All wiring in switchboards, panels, distribution cabinets and control boards shall be neatly installed, laced, formed and tie-wrapped in a workmanlike manner.
- C. Splices:
1. No splices are permitted except in pull boxes, above grade junction boxes, or in pole bases at hand hole.
 2. All cable splices shall be made with Burndy Hypress compression type connectors, or City approved equal. Bolted mechanical compression type connectors are **NOT** approved.
 3. All splices in underground wiring and/or cabling shall be assumed to be in water, and shall be made waterproof by several layers of rubber tape followed by two layers of 1/2 lap friction tape, covered by three layers of 1/2 lap plastic #88 Scotch tape. Splices in underground pull boxes shall be made with splice kits as manufactured by General Electric or 3M.
 4. Branch circuit splices in fixture shall be soldered and taped as noted above. Compression fittings (uninsulated "Scotchlok") may be substituted for solder, but must be taped, dipped in waterproof compound, and made waterproof. Insulating "Scotchlok" may only be used with waterproof Unipatch Scotchcast resin.
- D. Conductors Serving Pole Mounted Light Fixtures: For pole mounted light circuits, wire within the poles from the pole base to the fixture shall be THW, THWN or XHHN stranded copper. Provide manufactured cable grips in poles to support cables.
- E. Connection to Equipment:
1. All electrical outlets, apparatus, motors, equipment, fixtures, wiring devices and appliances, which require electrical connection, shall be fully connected in an approved manner to the corresponding electrical system circuit.
 2. Where the Work under this Section requires connection to be made to equipment that is furnished and set in place under other Sections of these specifications, Contractor shall obtain roughing-in dimensions from the installer of each such item of equipment and assume full responsibility for the neat and workmanlike installation of the connection thereto.

3.07 LIGHT SYSTEM INSTALLATION:

A. Poles:

1. All pole locations shall be spotted in the field by the Contractor, and the pole locations shall be inspected and accepted by the City prior to commencement of trenching for conduit runs and digging of the pole foundation.
2. Anchor base templates shall be provided. The poles shall be delivered to the site and assembled for fixture mounting.
3. Proper precaution shall be taken when erecting poles to prevent all damage to either the poles and/or the equipment mounted on the poles. Poles shall be set vertical with a transit and shall not be off plumb more than two inches (2") at the top.
4. Scuff marks shall be repaired to match pole. Pole galvanized areas shall be repaired with hot stick galvanize.
5. Provide written evidence that the installed poles will meet State Division of Industrial Safety requirements.

B. Pole Mounted Fixtures: All wiring of the luminaire assembly shall meet National Electric Code and shall pass from each luminaire on the assembly through protective enclosures to join in a common enclosure. Each luminaire shall have individual fuses or circuit breakers for over-current protection which protection devices shall be located in ballast boxes or in adjacent metal enclosures.

C. Control Equipment:

1. Automatic Operation of Exterior Light Systems: All exterior lighting systems shall be automatically operated. Method of "automatic" operation of lights shall be by photocell controlling a contactor, unless noted otherwise on the Plans. All outdoor light circuits shall be provided with contactors, HOA switches and flush time meters at the control panel irrespective of method of operations noted on the Plans.
2. Installation: Provide and install in a separate lockable control equipment cabinet, hour meters, HOA switches, time clocks, contactors, relays, and miscellaneous control equipment as required for automatic operation of the light system as specified. All control equipment shall be installed in a lockable cabinet within the restroom building electrical room. The lockable Control Equipment cabinet shall be mounted on the mounting panel within the electrical room.
3. Time Clocks & Photocells to Control Contactors:
 - a) All time clocks for exterior light systems shall be installed to control exterior light system contactors, with relays as necessary. Light circuit loads shall not be "dropped" across the time clock contacts. Time clocks shall be connected to operate the contactor coils such that the photo cell will not activate the lights prior to dusk and the light system will shut off at a given curfew time whether the photo cell is activated or not. Set time clock and trip elements as directed by Parks Department Representative.
 - b) A photocell shall be installed to control the exterior lighting system contactors unless noted otherwise on the Plans. Contractor shall provide additional photo cells as loads/numbers of contactors controlled dictate. Do not exceed the electrical rated capacity for the photocell. Photocell shall be installed facing north at the location shown on the Plans. If not shown, install in location approved by the Park Projects Inspector. All roof or weather exposed panel penetrations shall be made completely weather tight.
4. HOA Switches and Hour Meters for Each Contactor: An HOA switch and Hour Meter shall be installed for each contactor (or group of contactors for a given system) operating each type of exterior lighting, including building mounted exterior lights. Hour meters and HOA override switches shall be mounted flush in the control cabinet's outer lockable door and shall be properly labeled with micarta nameplates.
 - a) HOA Switch: Each HOA switch shall be installed flush in the control cabinet's outer door, and shall be labeled to identify which lighting system is controlled.
 - b) Hour Meter: Each hour meter shall be correspondingly labeled. Each hour meter shall be installed flush in the outer control cabinet door and shall be connected to record "total run time"/cumulative operating hours for its respective contactor coil.

D. Foundations:

1. General: Contractor shall excavate and install foundations for each pole shown on the Plans. All concrete shall be poured against undisturbed soil. Backfilling and compacting will not be approved. Form the top 8" of each foundation and finish top of slab with an outward taper as shown on the Plans. Top of slab 1" above finish grade. A slip form may be used when pouring the foundation. Hole may be drilled as slip form is placed. Foundation shall be constructed with reinforcing steel as noted on Plans. Foundation dimensions are based on poles and fixtures specified. Grout under poles with structural grout. Steel reinforcing bars shall conform to

ASTM A615, Grade 60. Reinforcing Steel Test is required. Contact City of Riverside Building Division for steel placement inspection when ready. Foundation holes shall be inspected and approved by the Building and Safety Department prior to pouring concrete.

2. Pole Foundation Concrete:

- a) Transit-Mix Required: Contractor shall use transit-mixed concrete in lieu of concrete manufactured on the site, provided the materials used in its manufacture comply with the requirements of these specifications.
- b) Batch Certificates Required: The manufacturer of the transit-mixed concrete shall provide a batch certificate with each mixer truck, stating the quantity of cement, water, fine aggregate and coarse aggregate. The certificate shall be prepared and signed at the batch plant and shall certify that the concrete provided meets the requirements of these specifications. The batch certificate shall be turned over to the Park Projects Inspector on the job site at the time the concrete is delivered.
- c) Water Content: Transit-mixed concrete shall not be delivered to the Work with the total specified amount of water incorporated therein. Two and one-half gallons of water per cubic yard shall be withheld and may be incorporated in the mix before the concrete is discharged from the mixer truck, under the supervision of the Inspector.
- d) Re-Temper: Contractor shall not re-temper any concrete or use any concrete that has stood more than 15 minutes after leaving the mixer.

3.08 IDENTIFICATION:

- A. I.D. Tags: Contractor shall provide and install identification tags on all panels and switchboards and the panel's sections, breakers, contactors, time clocks, HOA switches, equipment, etc., including all existing and new panels. Identification tags shall have white letters on black background and shall consist of 1-1/4" x 3" micarta nameplates, bolted, screwed, or riveted (not glued) to the panelboard. Provide a I.D. name tag for each panel section with first line of type 1/2" high (e.g., "MAIN SWITCHBOARD") and the second line in 1/4" high letters indicating the voltage, phases, amperes (of main buss bar) and year installed (e.g., "480/277V, 3-phase, 4-wire, 800A:1986").
- B. Directory Cards: Each panel shall be provided with a typed circuit directory card that is to be mounted on the inside of the panel door.
- C. Conductors: All conductors shall be identified at all boards, pull boxes, outlet boxes and poles with a punched plastic tag (such as color coded Dymo tags) or other suitable waterproof method as approved by the Parks Department Representative. Identification shall be by circuit number, voltage and phase.
- D. Light Poles: All light poles shall be stenciled or marked as provided under **Part 2 - Materials** of this Section.
- E. Outlets: All new outlets shall be identified with Dymo tape as to panel and circuit breaker number serving the circuit.

3.09 GROUNDING: Do not use the water pipe system as ground. The water pipe system is nonmetallic. All metallic conduit, fixtures, cabinets, panelboards, and electric equipment shall be connected to system ground. Neutral to ground shall not exceed five ohms. Connect to ground with minimum #6 THWN wire. Use clamps and conduit fittings to ground cable and conduit to concrete-encased grounding electrodes and/or driven ground rods. Size as required by code. Bond to electrode/ground rod. All grounding connections shall be effective and permanent. Continuity of ground shall be maintained throughout the conduit and electrical systems. Ground bushings and jumpers shall be used wherever the normal conduit termination does not insure continuity of ground. All steel light poles shall be properly grounded.

3.10 SPARE PARTS:

- A. Fixtures: Provide six spare ? watt Metal Halide lamps; provide two spare 240 volt? ballasts for lamps; provide two spare polycarbonate lenses complete with finials.
- B. Poles: Provide two spare poles complete with anchor base and tenon.

3.11 CLEAN UP:

- A. General: Contractor shall thoroughly clean all fixtures, exposed piping, apparatus and equipment installed on the Project. Parts which are to be painted shall be thoroughly cleaned of cement, plaster, etc., brushed with steel brush to remove rust, etc., cleaned and painted. Any dirt, rubbish, paint spots or grease on walls, poles, walks, equipment or fixtures, either installed on the Project or as a result of Contractor's operations, must be removed by Contractor and the premises left in first-class condition in every respect.
- B. Galvanized Surfaces: Brush thoroughly and wipe clean with clean rags and solvent to remove dirt, oil, grease, paint and any other objectionable stains or marks.
- C. Panelboards: Panelboards and similar items with factory finish shall be cleaned and polished. Refinish any areas where factory finish has been damaged.
- D. Light Fixtures: Clean and polish entire fixture, including diffusers, reflectors, lenses, lamps and trim.
- E. Rubbish Removal: All rubbish resulting from the Electrical Work shall be cleaned up and removed from the site by Contractor; also from time to time during construction, and when so directed by the Park Projects Inspector. Contractor shall thoroughly clean all existing switch boards and panels which are involved in the completion of the Work, whether installed by Contractor or not.

3.12 VANDALISM PREVENTION MEASURES: Upon Final Acceptance of the Project Contractor shall bolt shut all light pole hand hole covers using vandal resistant fasteners, lock all panels, bolt down and silicone all pull-box fasteners, and secure all fixture doors as directed by the Park Projects Inspector in order to ensure adequate vandal resistance.

END OF SECTION

BJ/16530.MAS
08/21/96

BLANK

SAMPLE CONSTRUCTION AGREEMENT

NOTE: This Sample Agreement will be revised to identify specifically all double underlined Items shown with an asterisk (*) and as awarded by the City under the various Bid Schedules

AGREEMENT FOR **Fairmount Park Lighting and Paving** (A State Park Bond and Regional Park Fees Funded Project)

On this *___ day of *_____, 200_, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("**City**"), and *_____, *_____, State Contractor's License No. *_____ ("**Contractor**"), mutually agree as follows:

1. Contractor shall furnish all labor, materials, tools and equipment for and shall construct all portions of City's Project for Fairmount Park Lighting and Paving, Riverside, California which are encompassed within Contractor's Bid Schedule I - Base Bid: *_____ ("**Work**"). Contractor shall perform the Work in accordance with the provisions and requirements of the following Contract Documents: Notice Inviting Bids (Bid No. 6580); City's Parks, Recreation & Community Services Department Project Specifications for Fairmount Park Lighting and Paving dated December, 2007. ("**Project Specifications**") and Project Plan No. 07-0057 dated November, 2007 ("**Project Plans**"); the 200__ Edition of the Standard Specifications for Public Works Construction ("**Standard Specifications**") written by the Joint Cooperative Committee of the Southern California Chapter, American Public Works Association, and the Southern California Districts, Associated General Contractors of California; Contractor's Bid Proposal, performance bond and payment bond; this Agreement; and all other documents, maps, texts and items referred to in the foregoing documents. These Contract Documents are incorporated herein and are intended to be correlative and constitute Contractor's performance obligations. The provisions of the Project Specifications shall take precedence over any conflicting provisions in the Standard Specifications. The specific terms and conditions of this Agreement shall control and have precedence over any contradictory or inconsistent terms or conditions included in any of the Contract Documents and shall be controlling in questions of interpretation.

2. City shall pay Contractor the Contract Price of *_____

Dollars (\$* _____), which includes all California sales or use tax and County and City taxes, for the performance of all of the Work according to the terms and conditions contained or referred to herein, the completion of the improvements in strict conformity with the provisions hereof and the guarantee of the Work and improvements for the periods set forth in the Project Specifications. Monthly progress payments shall be made in accordance with Section 9-3.2 of the Standard Specifications, as modified by Section 9-3.2 of the Project Specifications.

In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any moneys withheld by City to ensure performance of the Contract Work. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with City or with a California or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and City.

Upon Final Acceptance of the Work, including Plant Establishment, a Notice of Completion will be filed with the County Recorder's office by City. Thirty-five days thereafter, City will process a final payment to Contractor for the amounts City deducted and retained from its progress payments, except such sums thereof which are required by law or authorized by this Agreement to be further retained.

3. As a condition of this Agreement, Contractor and all subcontractors shall secure business licenses to operate in the City of Riverside, and shall also secure any other licenses or permits which may be required.

4. Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under this Agreement. Written notice to Contractor of such withholding and offset shall promptly be given by City. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount

until either the appropriate appeal process has been completed or until the dispute has been resolved.

5. Contractor shall not be compensated for any extra materials used or time expended, over and above the Contract Price, unless prior written approval for the same has been granted by City.

6. In accordance with the time allowed per the various Bid Schedules Items, Contractor shall complete all of the Work of the Contract within _____ (_____) **calendar days** after the date specified to Contractor in the Notice to Proceed issued by City, and shall guarantee the various portions of the Work and material for the periods set forth in the Special Provisions.

7. Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with Section 6-6 of the Standard Specifications, Contractor shall pay to City, or have withheld from monies due Contractor, the sum of **One Thousand Dollars (\$1,000)**. Execution of this Agreement shall constitute agreement by City and Contractor that said sum is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

8. Prior to City's execution of this Agreement, Contractor shall furnish City completed forms of the two surety bonds included within the Project Specifications, one as security for the faithful performance of the Contract and one as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of 100% of the Contract Price and shall be subscribed by a corporate surety which is authorized to transact surety insurance business in the State of California with a policy holder's Rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within 10 days after receiving notice from City. No payments will be due or paid under this Agreement until any and all bond deficiencies have been

remedied.

9. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification with the City Attorney.

Prior to City's execution of this Agreement, Contractor shall file with City either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or (2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

Contractor's Workers' Compensation carrier shall be authorized to transact insurance business in the State of California with a policy holder's Rating of A or higher and a Financial Class of VII or larger.

10. Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor shall indemnify and hold the City, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with, the performance of work, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorney's fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered

workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

11. Contractor agrees, at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (1) the work, activities, operations, or duties of Contractor, or of anyone employed by or working under the Contractor, or (2) any breach of this Agreement by Contractor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the Parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

12. Prior to City's execution of this Agreement, Contractor shall secure, and shall thereafter maintain until completion of the Contract, such commercial general and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's Rating of A or higher and a Financial Class of VII or larger.

Contractor's policy for commercial general liability shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability,

and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the City's Risk Manager, or his designee.

Policies or original certificates of insurance and completed forms of the Additional Insured Endorsement included within the Special Provisions (or insurance company equivalent acceptable to City) evidencing the coverage required by this Agreement for both commercial general and automobile liability, which coverage is more particularly set forth in Section 7-3 of the Special Provisions, shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of commercial general liability insurance, but shall also include the following provisions:

“Solely with respect to work done by and on behalf of the named insured for the City of Riverside, it is agreed that the City of Riverside [, any other entity] and [their/its] officers and employees are added as additional insureds under this policy.”

The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail.

The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City [, any other entity] and [their/its] subconsultants, employees, officers, agents and directors for work performed under this Contract.
- c. If policies are written on a claims made basis, the certificate should so specify and

the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be limited.

- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside [and any other entity].

13. Contractor and all subcontractors are required to pay California general prevailing wage rates of per diem wages and overtime and holiday wages as determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing rates is available online at www.dir.ca.gov/dlsr/statistics_research.html and is referred to and made a part hereof; the wage rates ascertained, determined and specified in both of those documents are referred to and made a part hereof as though fully set forth herein.

14. Contractor is aware of and stipulates that Contractor will comply with the following sections of the California Labor Code:

- (A) §1775 prescribing sanctions for failure to pay prevailing wage rates;
- (B) §1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- (C) §1777.5 prescribing the terms and conditions for employing registered apprentices;
- (D) §1810 providing that eight hours of labor shall be a day's work; and
- (E) §1813 prescribing sanctions for violations of the provisions concerning eight hour work days and forty hour work weeks.

15. Except as provided in Section 12940 of the California Government Code, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the performance of the Contract or in the selection and retention of labor forces or the procurement of materials and equipment connected with the performance of any work under the

Contract. Contractor shall also comply with the Americans with Disabilities Act.

16. Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

Contractor

* _____
* _____
* _____
* _____

City

City of Riverside
Park and Recreation Director
3900 Main Street
Riverside, California 92522

17. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

19. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Contract shall continue in full force and effect.

20. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are not representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CONTRACTOR
a partnership/corporation/individual DBA

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By _____
(Signature – Insert Contractor’s Printed name & Title)

By _____
City Manager

CONCURS WITH:

By _____
(Insert Second Corporate Officer’s Printed Name & Title)

By _____
Parks, Recreation &
Community Services Director

APPROVED AS TO FORM

ATTEST:

By _____
Deputy City Attorney
///

By _____
City Clerk

WORKERS' COMPENSATION CERTIFICATION

(Required of all Contractor's)

I am aware of the provisions of Section 3700 of the Labor Code which 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

Dated: _____

By: _____

PARTNERSHIP CERTIFICATE
(If a Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that during a meeting of the Partners of the _____ a Partnership existing under the laws of the State of _____, held on _____, 200____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute this Agreement for _____ between the City of Riverside and this partnership and that his execution thereof shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of __, 200__.

///

Partner

PERFORMANCE BOND

Bid No. 6580

Bond No. _____

Premium: _____

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS on _____ 200_, the CITY OF RIVERSIDE ("CITY") awarded to _____, ("PRINCIPAL") a contract for performance of work described as Fairmount Park Lighting and Paving- Bid No. 6580 ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS the CONTRACT requires PRINCIPAL to furnish this Performance Bond ("BOND") to guarantee PRINCIPAL's performance of all provisions of the CONTRACT; and

WHEREAS _____ ("SURETY"), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL'S SURETY in the making and giving of this BOND;

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of _____ Dollars (\$_____), for which payment well and truly to be made to CITY or CITY's successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL'S heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL'S part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY's officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code Sections 2819 and 2845.

If lawsuit is brought by CITY on this BOND, PRINCIPAL and SURETY shall pay to CITY, over and above the principal sum hereof, reasonable costs and attorneys' fees which the court is hereby authorized to award.

IN WITNESS WHEREOF we sign and seal this BOND on ____.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Principal

By _____ (Seal)

Typed Name and Title

Surety

(Seal)

Attorney-in-Fact

Typed Name and Title

Telephone Number _____

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

3/10/95.RS

PAYMENT BOND

Bid No. 6580
Bond No.
Premium:

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS on 200, the CITY OF RIVERSIDE ("CITY") awarded to ("PRINCIPAL") a contract for performance of work described as Fairmount Park Lighting and Paving- Bid No. 6580 ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS the CONTRACT requires PRINCIPAL to furnish this Payment Bond ("BOND") to secure payment of the claims of persons described in California Civil Code Section 3248 (b); and

WHEREAS ("SURETY"), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL'S SURETY in the making and giving of this BOND;

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code Section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of Dollars (\$), for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL'S successors, assigns or subcontractors fail to pay any of the persons described in California Civil Code Section 3181, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL'S subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorneys' fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code Section 3248(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code (commencing at Section 3247) and all amendments thereto, which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF we sign and seal this BOND on

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Principal

By (Seal)

Typed Name and Title

Surety

Telephone Number

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

Attorney-in-Fact (Seal)

Typed Name and Title

3/10/95.RS

**GENERAL AND/OR AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT**

Bid No. 6580

CITY OF RIVERSIDE

Name Insured and Address:

Contractor's Name and Address

General description of agreement(s) and/or activity(ies) insured:

Project Name/Description

Notwithstanding any inconsistent statement in the policy to which this endorsement pertains or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Riverside, and its officers and employees are additional insureds thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the additional insured.
3. The policy 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.
4. The policy shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the Risk Manager of the City of Riverside by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE AS FOLLOWS:

Risk Manager
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

ISSUE ENDORSEMENT TO:

City Attorney
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy.

Endorsement No.	Effective Date:	Policy No.:
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**TYPE OF COVERAGE TO WHICH
THIS ENDORSEMENT ATTACHES**

**POLICY PERIOD:
FROM: _____ TO: _____**

LIMITS OF LIABILITY:

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient.) Scheduled items or locations are to be identified on an attached sheet.

(SEE REVERSE SIDE)

INCLUDES:

- Premises & Operations
- Contractual Liability
- Independent Contractors
- Products/Completed Operations
- Broad Form Property Damage
- Personal Injury
- Broad Form Liability Endorsement
- Fire Legal Liability
- Watercraft Liability
- _____

- Incidental Medical Malpractice
- Explosion Hazard
- Collapse Hazard
- Underground Hazard
- Garagekeepers Legal Liability
(Primary) \$ _____
- Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- _____

EXCLUDES:

DEDUCTIBLE: A deductible or self-insured retention (strike out one) of \$_____ applies to_____ coverage.

DEDUCTIBLE APPLIES PER CLAIM (), PER OCCURRENCE ().

Insurance Company

Address

I, _____ (type or print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative
(Original Signature only; No Facsimile Signature or Initialed Signature Accepted)

Executed at _____, _____, on _____, 200_

Phone No: (____) _____

5/6/93.RS

REQUEST FOR INFORMATION

Bid No. 6580

To: City of Riverside
Park and Recreation Department
3900 Main Street
Riverside, CA 92522

RFI NUMBER _____

DATE: _____

RE: Fairmount Park Lighting and Paving

Attn: _____

(909) 826-2xxx

(909)826-2010 FAX

RFI: _____

REPLY:

REPLY DATE: _____

COPIES TO: _____

DUE DATE: _____

REPLY FROM: _____
