



City of
Los Banos
At the Crossroads of California

Contract Documents
for
Construction of

CANAL TRAIL SOLAR LIGHTING PROJECT
Project# 26PK0009

October 2025

Bid Proposals must be received no later than 2:00 p.m. November 10, 2025
City of Los Banos City Clerk
520 J Street
Los Banos, CA 93635

City of Los Banos
Public Works Department

Table of Contents

Advertisement for Bids

Information for Bidders

Bid

Bid Bond

Sample Forms

- Agreement
- Certificate of Contractor
- Payment Bond
- Performance Bond
- Notice of Award
- Notice to Proceed
- Change Order

General Provisions

1. Terms and Definitions
2. Order of Precedence of Contract Documents
3. Venue
4. Giving Notice
5. Cumulative Remedies
6. Non-Discrimination
7. Non-Discrimination of the Disabled
8. Additional Instructions and Detail Drawings
9. Schedules, Reports and Records
10. Drawings and Specifications
11. Shop Drawings, Product Data and Samples
12. Materials, Services and Facilities
13. Inspection and Testing
14. Substitutions
15. Patents
16. Surveys, Permits and Regulations
17. Protection of Work, Property and Persons
18. Supervision by Contractor
19. Changes in the Work
20. Changes in Contract Price
21. Time for Completion and Liquidated Damages
22. Correction of Work
23. Suspension of Work, Termination and Delay
24. Progress Estimates
25. Progress Payments
26. Prompt Payment
27. Acceptance and Final Payment
28. Quantities and Unit Prices
29. Insurance
30. Contract Security
31. Assignments
32. Indemnification
33. Separate Contracts
34. Subcontracting
35. Employment of Apprentices
36. Payment of Prevailing Wages

37. Registration to Train Apprentices
38. Penalties
39. Engineer's Authority
40. Land and Rights-of-Way
41. Warranty and Guarantee
42. One (1) Year Warranty Period
43. Correction of Defective Work
44. Early Completion
45. Extended Warranties and Guarantees
46. Arbitration
47. Taxes
48. Contractor's Understanding
49. Accidents
50. Safety and Sanitation
51. Climatic Conditions
52. Officials Not to Benefit
53. Clean-Up
54. Notice to Owner
55. Payment of Withheld Funds
56. Storm Water Pollution Prevention Measures

Special Provisions

1. Requirements
2. Description of Work
3. Commencement, Prosecution and Completion of Work
4. Hours of Work
5. City Permits and Business Licenses
6. Testing
7. Responsibility Regarding Existing Utilities and Private Property
8. Obstructions
9. Materials Furnished By Owner
10. Materials Furnished By Contractor
11. Schedule of Values, Material List and Substitutions
12. Request for Extension of Time
13. Rights-of-Way
14. Coordination with Other Work
15. Closure of Streets
16. Construction Signs, Barricades, Lights and Flagmen
17. Traffic Control Plan
18. Disposal of Waste Materials
19. Noise Control
20. Water Supply
21. Notifications
22. Work Not Listed in Proposal
23. Submittals
24. Bid Item Descriptions

Technical Specifications

1. Section 024119 – Selective Demolition
2. Section 033000 – Cast-In-Place Concrete
3. Section 260500 – Basic Electrical Materials and Methods

Advertisement for Bids

CITY OF LOS BANOS
520 J Street
Los Banos, California 93635

Notice is hereby given that separate sealed bids for the award of contract for the **Construction of Canal Trail Solar Lighting Project** will be received by the City of Los Banos at the office of the City Clerk until 2:00 p.m. Pacific Standard Time, **November 10, 2025** and then at said office publicly opened and read aloud.

The major work consists of layout of (81) solar lights as directed by manufacturer representative, excavation of footing, installation of footing per structural drawings and manufacturers specifications, installation of solar light pole/light.

The time for completion:

- Final project acceptance by August 7, 2026 or 150 working days

The Contract Documents, in their entirety, can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org or at the following locations:

Central California Builders Exchange (www.cencalbx.com)

Builders Exchange of Stockton (www.besonline.com)

Valley Builders Exchange, Inc. (www.valleybx.com)

Builders Exchange of Santa Clara County (www.bxscco.com)

Dodge Data & Analytics (www.construction.com/plans/)

A payment bond prepared and executed in accordance with California Civil Code Section 9550 and a bond for faithful performance of the contract will be required of the successful bidder who is awarded the contract.

The successful bidder must comply with the latest general prevailing rate of per diem wages as determined by the Director of Industrial Relations, State of California, Department of Industrial Relations and is to be paid to the various craftsmen and laborers required to construct said improvements and is made a part of the specifications and contract for said work to which reference is hereby made for further particulars.

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor registration information can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Each bid shall be accompanied by cashier's or certified check or by a bidder's bond, made payable to the City of Los Banos and executed by a corporate surety licensed to issue surety bonds in the State of California, for an amount equal to at least ten percent (10%) of the amount of said bid and no bid shall be considered unless such cashier's or certified check or bidder's bond is enclosed therewith.

The successful bidder of this project shall have the following current and active California State Contractor's License at the time of the submission of the bid and throughout the duration of the contract: **Class A General Engineering**.

Prospective bidders are required to attend a mandatory pre-bid meeting on October 20, 2025. The

address for the mandatory meeting is 645 Seventh Street, in Los Banos, California. The start time for the meeting is 10 a.m., sharp.

Bids will not be considered from bidders who were not physically in attendance at the mandatory pre-bid meeting.

Bidders shall refer to the Contract Document's Information for Bidders for complete instructions.

Bidders are solely responsible for the cost of preparing their bids.

The City specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects, in bidding not involving time, or quality of the work. The City may reject any and all bids and waive any minor irregularities in the bids.

Information for Bidders

Sealed bids will be received by the City of Los Banos (herein called the "Owner"), at the office of the City Clerk until 2:00 p.m. Pacific Standard Time (PST), on November 10, 2025, then at said office, publicly opened and read aloud. Owner shall reject all bids received after the specified time and will return such bids to bidder, unopened. Bidders must submit bids in accordance with these instructions. No emailed or faxed bids will be accepted.

The major work consists of layout of (81) solar lights as directed by manufacturer representative, excavation of footing, installation of footing per structural drawings and manufacturers specifications, installation of solar light pole/light.

The time for completion:

- Final project by August 7, 2026 or 150 working days

Each bid must be submitted in a sealed envelope and addressed to the City of Los Banos at 520 J Street, Los Banos, CA 93635. Each sealed envelope containing a bid must be plainly marked on the outside as **"Canal Trail Solar Lights: Attention City Clerk"**, and the envelope shall also bear on the outside, the name of the bidder, and their address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Los Banos at 520 J Street, Los Banos, CA, 93635, and also clearly state, **"Canal Trail Solar Lights: Attention City Clerk"**.

A complete bid includes the Bid Form, List of Subcontractors, Equal Employment Opportunity, Non-Collusion Affidavit, Debarment and Suspension Certification, Bid Schedule, Experience, Bid Bond with surety. A signed Addendum, if issued, must also be submitted with the sealed bid. The Total Bid Amount must be filled in, in ink or typewritten, and the bid must be fully completed and executed when submitted. Only one set of original bid forms are required to be submitted. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person or persons signing the bid. No conditional bids will be accepted.

The bid shall be signed by a person or persons legally authorized to bind bidder to the contract. The individual or individuals signing each document shall warrant that they are authorized to bind the bidder.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidder.

Each bid must be accompanied by a bid bond payable to the Owner for ten percent (10%) of the total amount of the bid. As soon as the bid amounts have been compared, the Owner will return the bid security of all except the three lowest responsive and responsible bidders. Once a bid has been awarded, and the payment bond and performance bond of the successful bidder has been received by the Owner, the bid security of the three remaining lowest responsive and responsible bidders will be returned.

All bonds must be acknowledged before a Notary Public by both the bidder and the surety. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

Award and Execution of Contract

The party to whom the contract is awarded will be required to execute the Agreement, and obtain the performance bond and payment bond along with satisfactory evidence of insurance within ten (10) calendar days from the date when the Notice of Award is delivered to the successful bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder

to execute the Agreement, the Owner may, at his option, consider the bidder in default, in which case the bid bond accompanying the bid shall become the property of the Owner.

A performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, will be required for the faithful performance of the contract. The payment bond must be issued by an admitted surety insurer holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner.

All bonds must be acknowledged before a Notary Public by both the bidder and the surety. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The Owner, within 15 days of receipt of the performance bond, payment bond and agreement signed by the party to whom the contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed has not been issued within such period, the time may be extended by mutually agreed upon, and the bidder may terminate the Agreement without further liability on the part of either party.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Subcontractors

The subcontractors listed by bidder in the bid shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Registration with California Department of Industrial Relations (DIR)

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Labor Code Section 1771.1(a) requires contractors and their subcontractors to possess and maintain such registration with DIR in order to be awarded and to perform on public works projects (regardless of funding source).

Pursuant to Section 1771.4, each contractor and subcontractor shall furnish certified payroll records to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner of the DIR. Until such time that the DIR gives awarding agencies direct access to all certified payrolls submitted by contractors and subcontractors, contractor and his subcontractors are also required to submit copies of payroll records to Owner on a monthly basis. Information on the above can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Prevailing Wage

This work is subject to prevailing wage requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California for similar classification of labor,

the contractor and his subcontractor shall not pay less than the higher wage rate. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations, the general prevailing rate for each craft, classification, or type of workman required for execution of the Agreement. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

The Federal minimum wage rates for this work as predetermined by the United States Secretary of Labor may be examined at the offices described above where the Contract Documents may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be posted on the internet at www.losbanos.org. Future effective general prevailing wage rates, which have been predetermined are on file with the California Department of Industrial Relations and are referenced but not printed in the general prevailing wage rates.

Pre-Bid Meeting

Prior to submitting a sealed bid, bidder will attend a mandatory pre-bid meeting at the project site. The date of the mandatory pre-bid meeting is October 20, 2025. The address for the mandatory meeting is 645 Seventh Street, in Los Banos, California. The start time for the meeting is 10 a.m., sharp.

Bids will not be considered from bidders who were not physically in attendance at the mandatory pre-bid meeting.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the quantities of work or the nature of the work to be done. The failure or omission of any bidder to do any of the foregoing shall not relieve any bidder from any obligation with respect to his bid.

The Contract Documents contain the provisions required for the construction of the project. The Owner will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the Owner or its representatives. Any request for clarifications or questions of the Contract Documents shall be made in writing or email and deliverable to:

City of Los Banos Public Works Department
Attn: Jelene de Melo
jelene.demelo@losbanos.org
411 Madison Avenue
Los Banos, CA 93635

Requests for clarification or questions shall be delivered to the Owner before 5:00 p.m. PDT on October 27, 2025. Any Owner response to a request for clarification, questions and answers will be posted to the City's website at www.losbanos.org no later than 5:00 p.m. PDT on November 3, 2025 and if necessary, shall become a part of the bid as an addendum.

Proposed timeline of events associated with the awarding of bid:

Release of Advertisement for Bid		October 8, 2025
Pre-Bid Meeting – On Site - Mandatory	10:00 a.m.	October 20, 2025
Deadline to Submit Questions/Clarifications	5:00 p.m.	October 27, 2025
Addendum/Questions/Clarifications posted	5:00 p.m.	November 3, 2025
Bid Opening	2:00 p.m.	November 10, 2025
City Council Considers Bid		December 3, 2025 (tentative)
Issuance of a Notice to Proceed	On or before:	December 20, 2025 (tentative)
Construction to Begin	On or before:	January 2, 2025 (tentative)

Qualification of Bidder

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested, and the bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

Governing Law and Venue

This bid, or any contract that may result from the award of this bid, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms, or provision of this bid or any contract that may result from the award of this bid, shall have venue in the County of Merced, State of California.

Mandatory Bid Protest Procedure

The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a bid to the Owner for this work, the bidder agrees to comply with and to be bound by this procedure.

Any bid protest must be submitted in writing to the Owner before 5:00 p.m. on the fifth (5th) business day following bid opening.

1. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000.00) made payable to the "City of Los Banos" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee shall not be considered by the Owner.
2. The party filing the protest must have actually submitted a bid for the work. A subcontractor of a party submitting a bid for the work may not submit a bid protest. Only bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a bid.
3. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
4. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
5. The protest must include the name, address and telephone number of the person representing the protesting party.
6. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
7. The Owner will give the protested bidder five (5) business days after the receipt of the protest to submit a written response. The responding bidder shall transmit the response to the protesting bidder concurrent with the delivery to the Owner.
8. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

If the Owner determines that a protest is frivolous, the protesting bidder may be determined to be non-responsive and/or non-responsible and that bidder may be determined to be ineligible for future contract awards.

Cancellation of Contract

The Owner may terminate any contract derived from this bid as follows:

- WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder;
- WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the Owner and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this bid. The successful bidder may not cancel any contract derived from this bid, without prior written consent of the Owner.

Bid Form

TO: City of Los Banos
520 J Street
Los Banos, CA 93635

In compliance with the Advertisement for Bids the undersigned, as bidder, hereby offers to provide to the Owner, in accordance with the terms and conditions in the provisions set forth in the Contract Documents the stated total bid amount quoted on this Bid Form for the work of

Canal Trail Solar Lighting Project

Total Base Bid Amount: \$_____

(Total Base Bid Amount in Written Form)

The undersigned certifies under penalty of perjury under the laws of the State of California and the United States of America, that the above quotation constitutes a bona-fide offer for the work, that undersigned is a duly authorized representative of the company listed, that the quotation is in no way sham or collusive, and that the executed Agreement between the bidder and Owner constitutes acceptance of bidder's total bid for the work stated in the Contract Documents. The undersigned has read the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents. The undersigned further certifies, under penalty of perjury that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The undersigned acknowledges receipt of the following addenda: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Name of Business: _____

Doing business as: (*Circle One*): An Individual A Partnership A Corporation

Business Address: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

License Number: _____ Class & Expiration Date: _____

List of Subcontractors

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid of \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Project: **Canal Trail Solar Lighting Project**

The following work will be performed (or provided) by the following subcontractors, and coordinated by bidder:

Bid Item No.	Description of Work to be Performed	Percent of Total Contract	Subcontractor's License No.	DIR Registration No.	Subcontractor's Name and Address

Equal Employment Opportunity

Contractor hereby certifies that bidder and subcontractors

- ☐ Have
☐ Have Not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Non-Collusion Affidavit
PUBLIC CONTRACT CODE 7106

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions to an additional sheet of paper and include with the bid.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate on an additional sheet of paper to whom it applies, initiating agency, and dates of action.

NPDES/MS4 Compliance Certification

All construction projects within the City limits must comply with the National Pollutant Discharge Elimination System (NPDES) storm water regulation adopted by the EPA and the Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit requirements, regardless of size.

The City is required under these permits to provide information to Contractors performing work within City limits about training opportunities to assist in managing potential pollutants from construction –related activities, selection, installation, implementation, and maintenance of Best Management Practices (BMPs), as well as overall program compliance. The City has provided such information and helpful links on their website at <http://www.losbanos.org/city-government/departments/public-works/>, under the Storm Water Management Plan tab.

The Bidder acknowledges that they are aware of the necessity to be in compliance with the NPDES and MS4 permits while working within City limits, and that information regarding such is available on the City's website.

Note: The above certifications are part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Experience

Bidder shall identify three (3) most recently completed projects similar to work described in these Contract Documents.

	1	2	3
Project Title			
Public Agency			
Address			
Telephone No.			
Engineer in Charge			
Project Value (\$)			
Date Accepted			
Claims Filed?*			

* If yes, please explain below:

**Bid Schedule
For
Canal Trail Solar Lighting Project**

Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices and understands that the quantity of work shown is approximate only. The schedule shall be completed by the bidder with the unit and lump sum prices entered in numerals. The extensions shall be made by the bidder. In case of discrepancy between the unit prices and the extension thereof, the unit price shall be considered as correct when evaluating bids.

ITEM NO.	ITEM	QUANTITY AND UNIT		UNIT PRICE	AMOUNT
A1	Solar Light Footing	81	EA	\$	\$
A2	Solar Light Pole & Light	81	EA	\$	\$
B1	Mobilization & Demobilization	1	LS	\$	
B2	Bonding (NTE 3%)	1	LS	\$	
TOTAL:				\$	

Note: The representations made herein are made under penalty of perjury. Any information contained in the bid which is proven false shall be considered nonresponsive and this bid shall be rejected. If award is made, it will be based on the lowest responsive, responsible base bid.

Bid Bond

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment

of the penal sum of _____

_____ Dollars (\$_____),

lawful money of the United States. Contractor has submitted the accompanying bid proposal

for the construction of: **Canal Trail Solar Lights**

If the Contractor is awarded the contract and enters into a written agreement, in the form prescribed by the Owner, at the price designated by Bid Schedule, and files a payment bond and performance bond with the Owner, or substitute security in lieu thereof, in the time and manner specified by the Owner, and carries all insurance in type and amount which conforms to the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

Executed on _____, 2025

(Seal if Corporation)

Contractor

By: _____

Title _____

[SIGNATURE SHEET CONTINUES ONTO NEXT PAGE]

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for
service of process in California, if different from
above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____

(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California.

All bond forms must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign bond forms must file with each bond a certified and effective dated copy of their power of attorney.

Agreement

SAMPLE

Note: Particulars left blank in this sample will be filled with project specific information as outlined in these bid documents.

THIS Agreement is dated as of the _____ day of _____ in the year 2025 by and between the **City of Los Banos, a California municipal corporation** ("Owner") and [ENTER NAME AND TYPE OF ENTITY] ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK. Contractor shall complete the work indicated in Owner's Contract Documents entitled "**Canal Trail Solar Lights.**"

The work is generally described as follows:

The major work consists of layout of (81) solar lights as directed by manufacturer representative, excavation of footing, installation of footing per structural drawings and manufacturers specifications, installation of solar light pole/light.

The time for completion:

- Final project acceptance by August 9, 2025 or 150 working days

Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work described herein.

2. CONTRACT TIME. Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will complete the same within the time period set forth in the bid, unless the period for completion is extended otherwise by the Contract Documents.

3. LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the time specified in Paragraph 2 herein, plus any extensions thereof allowed in accordance with Paragraph 21, Time for Completion and Liquidated Damages, of the General Provisions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Eight Hundred Dollars (\$ 800.00) for each day that passes after the time specified in Paragraph 2 herein.

4. CONTRACT PRICE. Owner shall pay Contractor for completion of the work in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule(s). The Contractor agrees to perform all of the work described in the Contract Documents for the unit and lump sum prices set forth in the Bid Schedule(s).

5. PAYMENT PROCEDURES. Contractor shall submit applications for payment in accordance with Paragraph 24, Progress Estimates, of the General Provisions. Applications for payment will be processed by Owner as provided in the General Provisions.

6. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the work consists of this Agreement and the following attachments to this Agreement:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid
- (D) Bid Bond
- (E) Agreement
- (F) Payment Bond
- (G) Performance Bond
- (H) Notice of Award
- (I) Notice to Proceed
- (J) Change Order
- (K) General Provisions
- (L) Special Provisions
- (M) Technical Specifications prepared by Westwood Professional Services entitled "Canal Trail Solar Lighting Project", dated October 2025.
- (N) Drawings prepared by SCL North numbered 1 through 10.
- (O) Structural Calculations prepared by ENGQuest numbered 1 through 10.
- (P) Addenda

No. _____, dated _____ 20__

No. _____, dated _____ 20__

There are no Contract Documents other than those listed in this Paragraph 6. The Contract Documents may only be amended by change order as provided in Paragraph 19, Changes in the Work, of the General Provisions.

7. MISCELLANEOUS.

A. Terms used in this Agreement which are defined in Paragraph 1 of the General Provisions will have the meanings indicated in the General Provisions.

B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

C. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

D. The Laws of the State of California shall govern this Agreement. Venue is Merced County. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

E. All bids become property of the Owner. All bids, including the accepted bid and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary

material must be clearly marked as such. Pricing and service elements of the successful bid are not consider proprietary information. The Owner will treat all information submitted in a bid as available for public inspection once the Owner has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information, together with the legal basis of your claim in your bid. In order for the Owner to assess confidentiality of any such information on your behalf, you must request, execute and submit an Owner-prepared written agreement to defend and indemnify the Owner for any liability, costs, and expenses incurred in asserting such confidentiality as part of your bid. The final determination as to whether the Owner will assert your claim of confidentiality on your behalf shall be sole discretion of the Owner.

F. This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

G. If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

Date

By: _____
Authorized Representative of Owner
(City)

Title: _____

ATTEST:

Lucille L. Mallonee
City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

Date

By: _____
Authorized Representative of
Contractor

Title: _____

(Seal if Corporation)

(Attach Acknowledgement for Authorized Representative of Contractor)

Certificate of Contractor

I, _____
(Name)

certify that I am a/the _____
(Title)

designate sole proprietor, partner in partnership, or corporate officer with Contractor License

Number _____ in the entity named as Contractor in the foregoing Agreement. I

hereby expressly certify that the name of the entity to which I am associated is

(Company Name)

that this entity is in good standing and has complied with all applicable laws and regulations, and

that I have been expressly authorized by the proper parties in this entity to execute the Agreement
on behalf of the above-named entity.

ATTEST:

Signature: _____

This form must be acknowledged before a Notary Public. The acknowledgement must be attached.

Payment Bond

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment

of the penal sum of _____

_____ Dollars (\$ _____),

lawful money of the United States. Owner has awarded the contract and entered into an

Agreement with the Contractor for the construction of:

Canal Trail Solar Lights

If Contractor or any of his subcontractors fails to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed, or the Provisions shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Contractor and Surety agree that should Owner become a party to any action on this bond that each will also pay Owner's reasonable attorney's fees incurred therein in addition to the above sum.

[SIGNATURE SHEET BEGINS ON NEXT PAGE]

Executed in four original counterparts on: _____, 20____

Contractor

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for
service of process in California, if different from
above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____
(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California.

All bond forms must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign bond forms must file with each bond a certified and effective dated copy of their power of attorney.

Performance Bond

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment

of the penal sum of _____

_____ Dollars (\$ _____),

lawful money of the United States. Owner has awarded the contract and entered into an

Agreement with the Contractor for the construction of:

Canal Trail Solar Lights

The condition of this obligation is such that if the Contractor shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said Contract Agreement, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the Owner and the Owner's Representative, and their consultants, and each of their directors, officers, employees and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

This Performance Bond shall remain in full effect during the one-year guaranty period following the completion of the work.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents shall in anyway affect its obligation in the bond, and it does hereby waive notice thereof.

Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit, in addition to the above sum.

[SIGNATURE SHEET BEGINS ON NEXT PAGE]

Executed in four original counterparts on : _____, 20____

Contractor

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for
service of process in California, if different from
above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____
(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California.

All bond forms must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign bond forms must file with each bond a certified and effective dated copy of their power of attorney.

Notice of Award

To: _____

Date: _____
Project: _____

The Owner has considered the bid submitted by you for the above described work dated _____, 20____.

You are hereby notified that your bid has been accepted for the unit and lump sum prices set forth in the Bid Schedule totaling \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's performance bond and payment bond within ten (10) calendar days for the date of this Notice to you.

Before the Notice to Proceed can be issued, all required certificates of insurance, as stated in Section 29 of the General Provisions, and a copy of your Los Banos Business License must be submitted.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby
acknowledged by

(Name of Contractor)

this _____ day of _____, 20____

By _____

Title _____

Notice to Proceed

To: _____

Date: _____
Project: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20_____, on or before _____, 20_____, and you are to complete the work by _____, 20_____.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is
hereby

acknowledged by

(Name of Contractor)

this _____ day of _____, 20_____

By _____

Title _____

Change Order

Order No. _____

Date: _____

Agreement Date: _____

Project: _____

Owner: _____

Contractor: _____

The following changes are hereby made to the Contract Documents:

Justification:

Change to Contract Price:

Original Contract Price: \$ _____

Current Contract Price adjusted by previous
Change Order: \$ _____

The Contract Price due to this Change Order
will be (increased) (decreased) by: \$ _____

The new Contract Price including this
Change Order will be: \$ _____

Change to Contract Time:

The Contract Time will be (increased) (decreased)
by calendar days. _____

The date for completion of all work will be: _____

The undersigned hereby agrees to the above-described amendment of the Agreement.

Contractor

Owner

This Change Order shall become a part of the Contract Documents only upon signature of both parties.

General Provisions

1. Terms and Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications or corrections.

ANSI – American National Standards Institute, current designation as of the Bid date unless otherwise indicated.

ASME – American Society of Mechanical Engineers, current designation as of the Bid date unless otherwise indicated.

ASTM – American Society for Testing Materials, current designation as of the Bid date unless otherwise indicated.

AWWA – American Water Works Association, current designation as of the Bid date unless otherwise indicated.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder - Any person, firm or corporation submitting a bid for the work.

Bonds - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price or contract time.

Completion - That date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.

Contract Documents - the contract, including Advertisement for Bids, Information for Bidders, Bid, including Bid Representations and Certifications, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, General Provisions, Special Provisions, Technical Specifications, Drawings, and Addenda.

Contract Price – The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time – The number of calendar or working days as stated in the Contract Documents for the completion of the work.

Contractor – The person, firm or corporation with whom the Owner has executed the Agreement.

Drawings – The part of the Contract Documents which shows the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

Engineer – City Engineer of the City of Los Banos, acting either directly or through properly authorized agents, such agents, acting within the scope of the particular duties entrusted to them.

Field Order – A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

IEEE – Institute of Electrical and Electronics Engineers, current designation as of the bid date unless otherwise indicated.

NEMA – National Electrical Manufacturers Association, current designation as of the bid date unless otherwise indicated.

Notice of Award – The written notice of the acceptance of the Bid from the Owner to the successful bidder.

Notice to Proceed – Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

Owner – City of Los Banos.

Production Data – All illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

Project – The undertaking to be performed as provided in the Contract Documents.

REA – Rural Electrification Association, current designation as of the bid date unless otherwise indicated.

Samples – Physical examples which illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.

Shop Drawings – All drawings, diagrams, schedules and other data which are specifically prepared for the work by the Contractor, a subcontractor, manufacturer, supplier or distributor, to illustrate some portion of the work.

Specifications – A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

Standards - City of Los Banos Standard Specifications, The Standard Specifications of the Department of Transportation of the State of California (Caltrans) dated 2010 and subsequent updates to that 2010 edition, and The Standard Plans of the Department of Transportation of the State of California (Caltrans) dated 2010 and subsequent updates to this 2010 edition.

Subcontractor – An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

Supplier – Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

Work – All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

Written Notice – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. Order of Precedence of Contract Documents

In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law
2. Change orders
3. Agreement
4. Addenda
5. Contractor's Bid (Bid Form)
6. Advertisement for Bids
7. Information for Bidders
8. Supplementary General Conditions
9. General Provisions
10. Special Provisions
11. Technical Specifications
12. Drawings
13. Referenced Standard Specifications

If the conflicts cannot be resolved by the precedence prescribed above, the most stringent requirements shall prevail.

3. Venue

Contractor, and any subcontractor, supplier and any other person or organization performing any part of work, agree that each of them will waive jurisdiction and venue and shall submit to the jurisdiction of the courts of the State of California in the County of Merced, regardless of residence or domicile, with respect to any actions or suits at law or in equity arising under or related to the bidding, award or performance of the work or with regard to any matter whatsoever arising out of or relating to the validity, construction, interpretation or reinforcement of the Agreement as against Owner or any of their consultants, and/or any of their respective directors, officers, employees, representatives or agents.

4. Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

5. Cumulative Remedies

The duties and obligations imposed by these General Provisions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Provisions and all of the rights and remedies available to Owner thereunder are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

6. Non-discrimination

During the performance of the project, Contractor and subcontractors shall not unlawfully discriminate

against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Contractor and subcontractors shall ensure that the evaluation/treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this agreement by reference and made a part hereof as if set forth in full.

Contractor and any subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.

Contractor shall grant access by representative of the Department of Fair Employment and Housing and the Owner upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Owner shall require to ascertain compliance with this clause.

7. Non-discrimination of the Disabled

The Owner will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The Owner is committed to provide access to all Owner services, programs, and meetings open to the public for people with disabilities. In this regard the Owner and all of its vendors and Contractor will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

8. Additional Instructions and Detail Drawings

The Contractor may be furnished additional instructions and detail drawings by the Engineer, as necessary to carry out the work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

9. Schedules, Reports and Records

The Contractor shall submit to the Owner such schedules, reports, records and other data as the Owner may request concerning work performed or to be performed.

Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposed to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part and, as applicable:

- A. A detailed cost breakdown of the work under each bid item awarded. The breakdown, after receiving favorable review by the Engineer, will become the basis for partial payment determination. Elements of work shall be grouped by building, structure, pipeline, system, etc. Within each grouping, work shall be itemized by readily measurable quantities of work completed in place. For example, concrete should be in units of cubic yard including form work and reinforcing steel. Mobilization costs, bond and insurance costs, and overhead costs shall not be prorated over items of work. In the event the cost breakdown is not favorably reviewed by the Engineer, another cost breakdown shall be submitted that is mutually acceptable to the Contractor and the Engineer.
- B. The dates at which special detail drawings will be required; and respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation

of materials, supplies and equipment. The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the work.

10. Drawings and Specifications

The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site condition or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

The Owner will furnish to the Contractor, free of charge, six copies of drawings and specifications for the work. The Contractor shall keep one copy of all current drawings and specifications on the job site, in good order, available to the Engineer and his representatives.

All drawings, specifications, and copies thereof furnished by the Owner are the property of the Owner. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned to the Owner on request, at the completion of the work.

11. Shop Drawings, Production Data and Samples

The Contractor shall review, approve and submit to the Engineer all Shop Drawings, Production Data and Samples as may be necessary for prosecution of the Work and as required by the Contract Documents. The Contractor shall review and approve all Shop Drawings, Production Data and Samples prior to submitting them to the Engineer. By approving and submitting Shop Drawings, Production Data and Samples, the Contractor represents that he has determined and verified all materials, measurements and criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents. Any Shop Drawing, Production Data or Sample submitted to the Engineer without having been approved by the Contractor will be returned unreviewed to the Contractor.

For each item where shop drawings, production data or samples are required, the Contractor shall submit a minimum of six approved sets, hard copies, or one set, electronically. The Engineer shall review all shop drawings, production data and samples and retain three sets after his review. The remaining sets shall be returned to the Contractor with actions defined as follows:

- A. NO EXCEPTIONS TAKEN – Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission.
- B. MAKE CORRECTIONS NOTED – Same as NO EXCEPTIONS TAKEN except that minor corrections as noted shall be made by the Contractor.
- C. REVISE AND RESUBMIT – Rejected because of major inconsistencies or errors which shall be resolved by the Contractor prior to subsequent review by the Engineer.
- D. REJECTED – Submitted material does not conform to Contract Documents in major respect.

The Engineer's review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrications processes, construction methods, coordination with other trades, or construction safety precautions, all of which are the responsibility of the Contractor.

The Engineer shall not be responsible for any deviations from the Contract Documents not brought to the

attention of the Engineer in writing by the Contractor and acknowledged in writing by the Engineer.

Portions of the work requiring shop drawings, production data and samples shall not begin until the submission has been favorably reviewed by the Engineer. A copy of each favorably reviewed shop drawing, product data and sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

12. Materials, Services and Facilities

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and reviewed by the Engineer.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or any subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

13. Inspection and Testing

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Contractor shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided. (See Section 6 of the Special Provisions)

The Owner shall provide all other inspections and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any work to be inspected, tested, approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of the Owner and appropriate Federal or State agencies shall be permitted to inspect all work, material, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer be uncovered of his observation and replaced at the Contractor's expense.

If any work has been covered which the Engineer has not specifically requested to observe prior to it being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract

time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

14. Substitutions

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

15. Patents

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

16. Surveys, Permits and Regulations

The Engineer will furnish lines and grades as required for the construction of the work. The Contractor shall make a general check of all lines, dimensions and elevations and shall make all necessary rechecks during the progress of the work to avoid errors in construction. The Contractor shall be responsible for proper dimensions and fittings of all items of work being performed by him. Should any discrepancy be found in lines, dimensions or elevations, they shall be reported to the Engineer immediately.

The Contractor shall protect all existing property and survey monuments, including survey control monuments for this work. The Contractor is responsible for protecting and preserving survey monuments and other survey markers. Any survey monuments damaged as a direct or indirect result of construction activities shall be re-established by a duly licensed land surveyor at the Contractor's sole expense. A corner record shall be filed in accordance with State law for any reset monuments at the Contractor's sole expense.

The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Paragraph 19 of these General Provisions, Changes in the Work.

17. Protection of Work, Property and Persons

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated

therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor shall remedy all damages, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

18. Supervision by Contractor

The Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the work, a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

19. Changes in the Work

The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to a change in contract price or contract time, or both, in which event he shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

20. Changes in Contract Price

The contract price may be changed only by a written change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved.
- B. An agreed lump sum.
- C. If a lump sum or unit price cannot be mutually agreed upon, the Contractor shall be entitled to the sum of the following costs of doing the extra work:
 1. Direct Labor Costs. Charges for cost of all the labor furnished and used by the Contractor shall be made for manual classifications up to and including general foreman. It will not include charges for assistant superintendents, superintendents, office personnel, timekeepers, and maintenance and mechanics. The time charged to extra work shall be

subject to the daily approval of the Engineer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those so designated in the Advertisement for Bids. No time or charges will be allowed, except when the men are actually engaged in the proper, efficient, and diligent performance or completion of the extra work as authorized. Overtime shall not be worked without prior approval by the Engineer.

2. Equipment Costs. Charges for the rental and operation of the equipment furnished and used by the Contractor shall be made for all prime construction and automotive equipment. It will not include charges for equipment or tools with a new cost of \$1,000.00 or less. Equipment time charges must be subject to the daily approval submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the Engineer and the Contractor prior to commencement of the extra work. No time or charges will be allowed except when equipment is actually being used for the proper and efficient performance or completion of the extra work as authorized.

3. Material Costs. Charges for the cost of materials furnished by the Contractor shall be made providing such furnishing was specifically authorized in the extra work order and the actual use verified by the Engineer. Charges must be net cost to the Contractor delivered at the job, and vendor's invoice must accompany the billing along with verification of use of such materials by the Engineer.

4. Tools, Supplies, Overhead, Supervision and Profit. A charge for tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the Total Direct Labor Costs, and Material Costs, as defined above.

Any extra work performed hereunder shall be subject to all of the provisions of the contract and the Contractor's sureties shall be bound with reference thereto as under the Contract.

21. Time for Completion and Liquidated Damages

The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

Time is of the essence in this Agreement. The Contractor shall proceed with the work at such a rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time.

The parties hereto agree that it is extremely difficult and impractical in this case to determine the actual damages the Owner will suffer if the Contractor fails to complete the work within the contract time and for said reason, if the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. The time for completion of the work shall be extended, and the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Engineer:

- A. To any preference, priority or allocation order duly issued by the Owner.
- B. To unforeseeable caused beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes, and climatic conditions which, in the opinion of the Engineer, make prosecution of the work unreasonably difficult.
- C. To any delays of subcontractors occasioned by any of the causes specified in the above paragraphs.

22. Correction of Work

The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

23. Suspension of Work, Termination and Delay

The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days, or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any such suspension.

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a change order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractors then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

If, through an act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after the (10) days from delivery of a written notice to the Owner and the Engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.

24. Progress Estimates

On or about the last day of the calendar month, the Contractor will, except as hereinafter provided, make in writing and certify to the Owner an estimate which, in his opinion, is just and fair of the amount and value of the work completed by the Contractor up to that time in the performance of the contract. In case of work for which unit prices are named in the contract, the estimate shall be computed on the basis of said unit prices. In the case of work for which a lump sum is named in the contract, the Engineer may use a breakdown of the lump sum price submitted by the Contractor, provided that such breakdown is submitted within 10 calendar days after the execution of the Agreement in a form acceptable to the Engineer. No payment will be made to the Contractor until such schedule has been submitted to and reviewed by the

Engineer. To the figure thus arrived at shall be added any amounts due the Contractor for extra work and the amount of any approved claims for extra costs to the date of the progress estimate the retained percentage hereinafter provided for shall be deducted from the total thus computed; and from the remainder, there shall be further deducted any amounts due the Owner from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the Owner under the terms of the contract. In preparing estimates for partial payment, consideration shall be given to delivery on the site of pipe, and fittings which will become a part of the finished construction work and for which payment in full has been made by the Contractor, but no consideration will be given to preparatory work done or other materials on hand. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the partial estimate for that month. Such partial estimates shall not be required to be made by strict measurement, but may be made by measurement or by estimation or partly by one method and partly by the other and it shall be sufficient if they are approximate only. Partial estimates may be withheld or reduced if, in the opinion of the Engineer, the Contractor is not diligently and efficiently endeavoring to comply with the intent of the Agreement.

25. Progress Payments

The Owner will make payments on account of the contract as follows: Not later than the 30th day of the month following the month in which the contract is awarded, and the 30th day of each calendar month thereafter, the Owner will pay to the Contractor 95% of the amount earned by the Contractor during the preceding month at the rate of prices set forth in the contract, based on the estimate of the Engineer.

The retention will be held by the Owner until 35 days following filing of the Notice of Completion.

26. Prompt Payment

The Contractor shall promptly pay all subcontractors and suppliers within ten (10) days of receipt of any progress payment, final payment or retention paid by the Owner to the Contractor. Contractor shall advise all subcontractors and suppliers that all second-tier subcontractors and suppliers must be paid within then (10) days of their receipt of payment from the Contractor.

27. Acceptance and Final Payment

Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Engineer will promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating that the work required by this contract has been completed. The Owner then shall issue a formal Notice of Completion, and the entire balance found to be due shall be paid to the Contractor by the Owner 35 days from the date of recording by the Owner of the Notice of Completion of all work covered by this contract.

Before issuance of the Notice of Completion, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, or if not paid, then the Contractor shall submit evidence of the status of any unpaid indebtedness.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner except the following:

- A. those arising from unsettled liens;
- B. those arising from faulty work appearing within 12 months after the date of filing of the Notice of Completion;
- C. those arising from failure to meet the requirements of the Contract Documents or the specifications; or,
- D. those arising from manufacturers' guarantees.

The acceptance by Contractor of the final payment referred to in this paragraph 27 herein, shall be a release of Owner from all claims of liability to Contractor for anything done or furnished for, or relating to,

the work or for any act or neglect of Owner or of any person relating to or affecting the work, except demands against Owner for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 25, Progress Payments, herein; and excepting pending, unresolved claims.

28. Quantities and Unit Prices

The quantities noted in the schedule are approximation for comparing bids, and no claim shall be made against the Owner for excess or deficiency therein. Payment at the unit prices set forth in the schedule will constitute payment in full for the completed work and will include materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the contract, unless otherwise specifically provided.

The quantities of work performed will be computed for payment by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and binding.

29. Insurance

The Contractor shall not commence work under this Agreement until he has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved. All insurance required under this section shall be maintained at the expense of the Contractor continuously during the life of the contract up to the date of acceptance of the work by the Owner.

Commercial General Liability and Automobile Liability Insurance – The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

- A. Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - 1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
 - 2. Insurance Service Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto)
- B. Limits – The Contractor shall maintain limits no less than the following:
 - 1. General Liability – Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability – One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.
- C. Required provisions – The general liability and automobile liability policies are to contain, to be endorsed to contain the following provisions:
 - 1. The Owner and its directors, officers, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner and its directors, officers, employees, agents, and volunteers.

2. For any claims related to this work, the Contractor's insurance shall be the primary insurance as respects the Owner and its directors, officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the Owner and its directors, officers, employees, agents and volunteers shall not contribute to it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner and their directors, officers, employees, agents and volunteers.
 4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.
- D. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
- E. Acceptability of Insurers – Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-: VII or equivalent.

Workers' Compensation and Employer's Liability Insurance – The Contractor and all subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under law, and the Contractor shall defend, protect and save harmless the Owner and its directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the Contractor or any subcontractor to maintain such insurance. Before beginning work, Contractor shall furnish to the Owner satisfactory proof that Contractor has taken out for the period covered by the work under this Contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

The Contractor shall provide the Owner with a certificate of Workers' Compensation and Employers liability insurance coverage.

In signing the Agreement, Contractor makes the following certification required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which requires each employer to be insured against liability for workmen's 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."

Evidences and Cancellation of Insurance – Prior to execution of the Agreement, the Contractor shall file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and

amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the Owner at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the Owner, deliver to the Owner all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance, and the Contractor hereby appoints the Owner the true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the Owner for insurance premiums under the provisions of this article shall be charged to the Contractor.

30. Contract Security

The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment bond in penal sums equal to 100% of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of surety companies accepted on Federal bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond (s) shall be paid by Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

Attached to the bonds shall be the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument which entitles and authorizes the person to execute the bond to do so, a certified copy of the certificate of authority or the insurer issued by the Insurance Commissioner of the county in which the Owner is located which would state that the certificate of authority of the insurer (the bonding company) has not been surrendered, revoked, cancelled, annulled, or suspended.

The performance bond shall remain in full force and effect during the warranty period of 12 months from the date of acceptance of the work by the Owner.

If requested by the Owner or Engineer, copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code, shall be provided to the Owner or Engineer within 10 calendar days of the insurer's receipt of the request to submit the statements.

31. Assignments

Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent of the other party.

32. Indemnification

Contractor shall indemnify and hold harmless and defend the Owner and the Engineer and their directors, officers, employees, agents or volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including Owner and/or Engineer and/or Contractor, or any directors, officers, employees, agents volunteers of the Owner, Engineer or Contractor, and damages to or destruction of property of any person, including but not limited to, Owner,

Engineer and/or Contractor and their directors, officers, employees, agents or volunteers arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, however caused regardless of any negligence of the Owner or the Engineer or their directors, officers, employees, agents, or volunteers, except the sole negligence of willful misconduct or active negligence of the Owner or the Engineer or their directors, officers, employees, agents or volunteers:

- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities in law or equity, of every kind or nature whatsoever, arising out of , resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Owner and the Engineer or their directors, officers, employees, agents or volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner and their directors, officers, employees, agents, or volunteers in any such suit, action or other legal proceedings.

Contractor shall reimburse the Owner and their directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Paragraph 29 of these General Provisions for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Owner and the Engineer or their directors, officers, employees, agents and/or volunteers.

33. Separate Contracts

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depend upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

The Owner may perform additional work related to the project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

In the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such requires additional expense or entitles him to an extension of the contract time, he may make a claim therefore as provided in Items 19 and 20 of these General Provisions.

34. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is of the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all contracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents in so far as applicable to the work

of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

35. Employment of Apprentices

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. The responsibility for compliance with the provisions of said Section 1777.5 for all apprenticeship occupations shall rest with the Contractor. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or from its branch offices.

36. Payment of Prevailing Wages

The Contractor and all subcontractors under him shall pay all laborers, workmen and mechanics on all work included in this contract no less than the general prevailing rate of per diem wages for work performed, (to-wit, within the limits of the City), and no less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rate contained in a schedule thereof which has been ascertained and determined by the Council to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract, and which is now on file with the City Clerk, as set forth in the Information for Bidders, and by reference it is incorporated herein and made a part hereof.

The Contractor shall forfeit, as a penalty to the Owner, two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract by him or by any subcontractor under him in violation of Articles 1 and 2 of Chapter 1 Part 7 of Division 11 of the Labor Code of the State of California, and said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and the said terms of said Labor Code shall be withheld and retained from payments due to the Contractor under said contract, pursuant to this contract and the said terms of said Labor Code; but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the Division of Labor law Enforcement of the State Department of Industrial Relations or by said Council.

The difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day, or a portion thereof, for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor. The Contractor shall comply with the provisions of Section 1775 of the Labor Code of the State of California.

The Contractor and his subcontractors shall submit certified payroll information electronically to the Department of Industrial Relations as well as a hard copy of said certified payrolls to the Owner on a monthly basis.

37. Registration to Train Apprentices

Pursuant to Labor Code Section 1777.5, all contractors shall file with the appropriate Joint Apprenticeship Training Committee, a DAS-140 form registering to train apprentices. This requirement to register to train apprentices is mandated by Section 1777.5 whether or not you are signatory to or a party of any approved training program. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms.

If the contractor is approved to train apprentices, then apprentices must be called in a ratio not less than one apprentice hour for each five journeyman hours.

However, if the entire contract may be completed within 20 working days or the entire contract (nor subcontracts) is less than thirty thousand (\$30,000), then the Contractor is exempt from requesting apprentices under Labor Code Section 1777.5.

In addition, all contractors are required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council. Payments shall be made not less than monthly, calculated and paid by the fifteenth of each month, for work performed that prior month.

The address for the applicable Joint Apprenticeship Training Committee and for the California Apprenticeship Council can be obtained by calling the Division of Apprenticeship Standards.

38. Penalties

Failure to pay the appropriate prevailing wage can result in penalties being assessed as follows:

- A. Up to \$50.00 per day per worker for each and every violation; and,
- B. debarment from future public works for a period not to exceed three years.
- C. \$50.00 per day per worker for each failure to comply with the payment of overtime for all hours worked in excess of 8 in one day or 40 in one week.

Failure to register to train apprentices or failure to pay the appropriate training contribution can result in penalties being assessed as follows:

- A. \$100.00 per day for each day of violation; and,
- B. debarment from future public works for a period not to exceed three years.

39. Engineer's Authority

The Engineer shall act as the Owner's representative. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

40. Land and Rights-of-Way

Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide, at his own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

41. Warranty and Guarantee

Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to Owner shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in Paragraph 19, Changes in the Work, of these General Provisions. Defective work may be rejected

even if approved by prior inspection.

42. One (1) Year Warranty Period

The warranty period shall commence when the Notice of Completion is issued, at notice of beneficial occupancy or at notice of partial utilization of the work to be warranted has been issued, or a later date if so specified in the Agreement, or mutually agreed to, and extend until one (1) year after that date or whatever longer period may be prescribed by laws or regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

43. Correction of Defective Work

If within the designated warranty period, or such longer period as may be required by Laws or Regulations, the work, or any part of the work, is discovered to be defective, Contractor shall promptly, without an adjustment in contract price and in accordance with Owner's written instructions, either correct that defective work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If circumstances warrant it, including but not limited to, in an emergency, Owner may have the defective work corrected or the rejected work removed and replaced. In that event, Contractor shall not be allowed to recover any associated costs, and he shall reimburse Owner for all direct, indirect and consequential costs of Owner, and Owner shall be entitled to an appropriate decrease in contract price, to withhold a set-off against amount recommended for payment, or make a claim on Contractor's bond if Contractor has been paid in full. Where defective work (and damage to other work resulting therefrom) has been corrected, removed or replaced during the warranty period, the one (1) year warranty period with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

44. Early Completion

The one (1) year warranty period will not begin until the Notice of Completion is filed. If Contractor completes the work or portions thereof prior to this time, he shall preserve the equipment and/or facilities by developing and implementing a preventive maintenance program in compliance with manufacturer's recommendations to maintain the equipment and/or facilities unless Owner has issued a notice of beneficial occupancy or notice of partial utilization for the warranted work. At start up, Contractor will be required to get his equipment and/or facilities ready to put into service.

45. Extended Warranties and Guarantees

Owner may at its sole discretion extend the one (1) year warranty period up to twenty-four (24) months, in which case Contractor shall maintain the warranties and guarantees. If such extension of the one (1) year warranty period causes an increase in the cost of the warranties and guarantees provided by Contractor, an adjustment in contract price shall be made as provided by the Contract Documents.

46. Arbitration

With the prior approval of the Owner and the Contractor, all claims, disputes and other matters in question arising out of, or relation to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Item 27 of these General Provisions, may be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association. If entered into, the agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the request for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. The request for arbitration shall set forth specifically the dispute to be arbitrated. Acceptance by the other party of the request to arbitrate shall constitute the agreement to arbitrate and arbitration shall proceed forthwith. No legal proceedings other than to enforce arbitration shall be commenced on any issue covered by the arbitration agreement.

The Contractor shall carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

47. Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

48. Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and extent of the work, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Engineer or the Owner, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

49. Accidents

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site which causes death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

50. Safety and Sanitation

The Contractor shall provide adequate safety and sanitation facilities according to State laws and local ordinances.

The Contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and equipment. This responsibility shall apply continuously and not be limited to normal working hours.

51. Climatic Conditions

The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions. The Contractor may suspend work if climatic conditions are such that the Contractor is unable to work. In such case, the Contractor, within seven days, shall request in writing a change order to extend the contract time.

52. Officials Not To Benefit

No official of the Owner shall receive any benefit that may arise by reason of this contract.

53. Clean-Up

During the progress of the work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulations of rubbish. Upon completion of the work, the Contractor shall remove from the vicinity of the work all plants, buildings, rubbish, unused materials, concrete forms, temporary bridging, and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner after 10 calendar days notice to the Contractor at the expense of the Contractor, and his surety or sureties shall be liable therefore.

As part of the final clean-up, the Contractor shall dress up and grade the right-of-way to match existing ground surfaces, and shall remove therefrom all weeds and other growth. Where the construction has crossed yards or driveways, they shall be restored to a condition equivalent to the condition existing prior to the construction as determined by the Engineer.

No direct payment will be made to the Contractor for any clean-up work, but all compensation therefore shall be included in the prices bid in the schedule for the various items of work.

54. Notice to Owner

In the event this contract involves digging trenches or excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any:

- A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- B. Subsurface or latent physical conditions at the site differing from those indicated;
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Owner shall promptly investigate the conditions. If Owner finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, Owner shall issue a change order under the procedures described in the contract.

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

55. Payment of Withheld Funds

The Owner shall retain 5% of each payment from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Owner, of the agreed upon work, and pay retention to the Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract agreement work by the Owner. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the Owner's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance. When the work is complete, the Owner will issue a Notice of Completion to the County. The Owner will pay all retention funds to the Contractor thirty-five (35) Days after Notice of Completion has been recorded.

56. Storm Water Pollution Prevention Measures

Storm Water Pollution Prevention Measures shall be performed in accordance with the provisions in Section 13-3, "Storm Water Pollution Prevention Plan," of the Standard Specifications.

- A. GENERAL

In compliance with the State and Federal regulations regarding storm water management during construction, the Contractor shall not allow any debris, waste materials or pollutants, originating from the Contractor's operations, to enter the storm drainage system, which leads to contamination of local creeks and ponding basins.

The Contractor shall properly dispose of all wastes and excess materials in a legal manner to the satisfaction of the Owner.

B. SELECTIVE BMPS FOR STORM WATER POLLUTION PREVENTION

As applicable to the project or directed by the Engineer, the Contractor shall implement any or all of the following Best Management Practices (BMPs):

1. Material Handling and Storage

a. Nonhazardous Materials

i. Designated Delivery and Storage Area

The Contractor shall propose areas in the vicinity of or within the project site or within the Contractor's staging site, which are suitable for material delivery and storage. To the maximum extent practicable, these areas shall be away from gutters, catch basins, drainage courses or creeks. The Contractor shall submit the proposed areas to and shall obtain the approval from the Engineer in writing prior to bringing in materials.

ii. Storage of Granular Materials

The Contractor shall store granular materials at least ten feet (10') away from any inlet or curb return and shall prevent the granular materials from entering the storm drain system, drainage courses or creeks. During wet weather or when rain is forecast within 24 hours, the Contractor shall cover granular materials with a tarpaulin and surround the material with sandbags or other approved heavy objects.

b. Hazardous Materials

i. Hazardous materials include, but are not limited to, petroleum products, antifreeze, paints, thinners, solvents, pesticides, herbicides and various other toxic chemicals.

ii. The Contractor shall propose, within the project site or the Contractor's staging site, an area that is suitable for hazardous material delivery and storage. To the maximum extent practicable, the area shall be away from inlets, gutters, drainage courses or creeks. The Contractor shall submit the proposed area to and shall obtain approval from the Engineer in writing prior to bringing in hazardous materials.

iii. The Contractor shall label and store all hazardous materials and hazardous wastes in accordance with secondary containment regulations, the City of Los Banos Hazardous Materials Storage Ordinance and all applicable Merced County, State and Federal laws and regulations.

iv. The Contractor shall keep all hazardous materials or waste in containers and fully covered to avoid contamination of storm runoff.

v. The Contractor shall keep an accurate, up-to-date inventory, including Materials Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site to assist emergency response personnel in the event of a hazardous material incident.

2. Hazardous Material Usage

- a. The Contractor shall follow all local, State and Federal policies, laws and regulations governing the use of hazardous materials.
- b. The Contractor shall use only Category III pesticides for pest control. If Category III pesticides are unavailable, have been tried but proven ineffective, or when it is necessary to prevent a pest outbreak that poses an immediate threat to public health or significant economic loss, the City may consider allowing the use of Category II pesticides with a dose of up to LD50 (a dose that kills 50 percent of the targeted pest population in the laboratory) provided that the risk to the applicator and impact to the environment can be justified. Use of Category I pesticides is prohibited.
- c. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging non-degraded pesticides into storm water system, drainage courses and creeks.
- d. Mix only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate. Do not mix or load pesticides adjacent to storm drain system, drainage courses or creeks.
- e. The Contractor shall not overapply herbicides, pesticides or fertilizers and shall follow the manufacturer's instructions regarding uses, protective equipment, ventilation, flammability and mixing of chemicals. Over-application of a pesticide is a "label violation" subject to an enforcement action by the Merced County Agriculture Department.
- f. When rain is forecast within 24 hours or during wet weather, the Contractor shall not apply chemicals in outside areas unless otherwise allowed by the Engineer in writing.

3. Integrated Pest Management Methods

The Contractor shall employ, in place of pesticides, integrated pest management methods including:

- a. No control
- b. Physical or mechanical methods
- c. Least toxic chemicals (insecticidal soaps and oil, etc.)

4. Vehicle and Equipment Cleaning, Maintenance and Fueling

a. Cleaning

The Contractor shall not clean or wash vehicles or equipment on-site or in the streets. If allowed by the Engineer in writing, cleaning and washing shall be performed in a designated and bermed area approved by the Engineer using water only. No soaps, solvents, degreasers, steam cleaning equipment or similar methods are permitted. The Contractor shall not allow wash water to flow into streets, gutters, storm drain system, drainage courses or creeks.

b. Maintenance and Fueling

- i. The Contractor shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will prevent waste, leaks or spills from entering streets, gutters, storm drain system, drainage courses or creeks.
- ii. The Contractor shall inspect all vehicles and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs can be

made. Shut-off valves on equipment must be working properly.

5. Spill Prevention and Control

- a. If hazardous materials are used on the project, the Contractor shall keep a stockpile of spill clean-up materials, such as rags or absorbents, readily accessible on-site.
- b. Above-ground storage tanks and their installations shall comply with City, State and Federal requirements.
- c. The Contractor shall immediately contain and prevent spills or leaks from entering storm drain system, drainage courses or creeks and shall properly clean up and dispose of the spills or leaks. The Contractor shall not wash the spills or leaks into streets, gutters, storm drain system, drainage courses or creeks and shall not bury the spills or leaks.
- d. In case of a hazardous material spillage, the Contractor shall immediately call 911 and shall handle the spilled material in accordance with the requirements of 6, "Disposal of Hazardous Waste," below.

6. Disposal of Hazardous Waste

- a. Unless the Contractor is a licensed hazardous waste handler, the Contractor shall contract with a licensed hazardous waste handler to remove and dispose of hazardous waste materials unless the waste quantities to be transported are below threshold limits for transportation as specified in the State and Federal regulations.
- b. The Contractor shall arrange for regular hazardous waste collection to comply with limits for storage of hazardous waste.
- c. The Contractor may dispose of dry, empty paint cans, buckets, paintbrushes, rollers, rags and drop cloths in the trash.
- d. The Contractor shall dispose of hazardous waste at facilities authorized for treatment, storage and disposal of hazardous waste only.

7. Street Sweeping

At the end of each day or as directed by the Engineer, the Contractor shall sweep roadways of all debris and excess materials attributed to the Contractor's operations.

8. Water Usage

- a. The Contractor shall use the least amount of water necessary for dust control and street sweeping operations.
- b. The Contractor shall not use water to flush dust and debris down the street in place of street sweeping.

9. Dumpsters and Portable Sanitary Facilities

- a. If dumpsters or portable sanitary facilities are used, they shall be stationed at least ten feet (10') away from storm drain facilities.
- b. The Contractor shall arrange for regular waste collection to keep dumpsters and portable sanitary facilities from overflowing and shall regularly inspect these facilities for leaks. If a leak is discovered, the Contractor shall arrange for the repair or replacement of facilities that leak. The Contractor shall not wash the dumpsters or portable sanitary facilities on-site.

10. Earthwork

The Contractor shall maximize the control of erosion and sediment by using the Best

Management Practices for erosion and sedimentation control described in the California Storm Water Best Management Practice Handbook—Construction Activity or ABAG Manual of Standards for Erosion and Sediment Control Measures.

11. Dewatering

- a. The Contractor shall route water through a control device, such as a sediment trap, sediment basin or Baker tank, to remove settleable solids prior to discharging the water into the storm drain system. Refer to the California Storm Water Management Practice Handbook for these sediment control measures.
- b. Approval of the control device shall be obtained in advance from the Engineer.
- c. Filtration of the water following the control device may be required on a case-by-case basis.
- d. If the Engineer determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control device may be waived.

12. Saw Cutting

- a. During saw cutting or grinding operation, use as little water as possible.
- b. During saw cutting, the Contractor shall cover or barricade catch basins using filter fabric, straw bales, sandbags or fine gravel dams to keep slurry out of the storm drain system. When protecting a catch basin, the Contractor shall ensure that the entire opening of the catch basin is covered. Refer to California Storm Water Best Management Practice Handbook for these control measures.
- c. The Contractor shall shovel, absorb or vacuum saw cut slurry and pick up the waste as the work progresses prior to moving to the next location, as specified elsewhere in these specifications or as directed by the Engineer.
- d. If saw cut slurry enters catch basins, the Contractor shall, at the Contractor's cost, clean up the storm drain system immediately.

13. Concrete, Grout and Mortar Related Work

- a. Material Handling
 - i. The Contractor shall avoid mixing excess amounts of fresh concrete or cement mortar on-site.
 - ii. The Contractor shall store concrete, grout and mortar away from storm drain facilities or drainage courses and shall ensure that these materials do not enter the storm drain system.
- b. Washing of Concrete Truck and Tools
 - i. The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drain system, drainage courses or creeks.
 - ii. The Contractor shall perform washing of concrete trucks and tools off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the Contractor shall collect the wash water and dispose of it off-site.

14. Asphalt Concrete Paving

- a. Project Site Management

- i. When rain is forecast within 24 hours or during wet weather, the Engineer may prevent the Contractor from paving.
- ii. The Engineer may direct the Contractor to protect drainage courses by using earth dike, straw wattle or sandbag to trap and filter sediment. Refer to California Storm Water Best Management Practice Handbook for these control measures.
- iii. The Contractor shall place drip pans or absorbent material under paving equipment when not in use.
- iv. The Contractor shall cover catch basins and manholes when paving or applying prime coat, tack coat, seal coat, fog seal or slurry seal.
- v. If the paving operation includes an on-site mixing plant, the Contractor shall comply with Merced County NPDES General Industrial Activities Storm Water Permit requirements.
- vi. The Contractor shall preheat, transfer or load hot bituminous material away from storm drain system, drainage courses or creeks.

b. Paving Waste Management

The Contractor shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into streets, gutters, storm drain system or creeks but shall collect the sand and dispose of it off-site. The Contractor shall not wash fresh asphalt concrete pavement.

15. Painting

a. General

- i. The Contractor shall remove as much excess paint as possible from brushes, rollers and other tools before starting cleanup.
- ii. The Contractor shall conduct cleaning of painting equipment and tools in a designated area approved by the Engineer.
- iii. The Contractor shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drain system, drainage courses or creeks.

b. Water-Based Paint

To the maximum extent practicable, the Contractor shall dispose of wash water from water cleaning of brushes, rollers and other tools used in water-based painting work to the sanitary sewer or direct wash water onto dirt area and spade in.

c. Oil-Based Paint

The Contractor shall dispose of waste thinner and solvent and sludge from cleaning of brushes, rollers and other tools used in oil-based painting work as hazardous waste and the Contractor shall handle the waste as described in Section 6, "Disposal of Hazardous Waste," above. To the maximum extent practicable, the Contractor shall filter paint thinner and solvents for reuse.

16. Thermoplastic

- a. The Contractor shall transfer and load hot thermoplastic away from drainage systems or drainage courses or creeks.
- b. The Contractor shall sweep thermoplastic grindings into plastic bags. Yellow thermoplastic grindings may require special handling as they may contain paint.

C. CONTRACTOR TRAINING AND AWARENESS

1. The Contractor shall train all employees and subcontractors on the storm water pollution prevention requirements contained in these specifications.
2. The Contractor shall inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
3. The Contractor shall post warning signs in areas treated with chemicals.

D. BMP IMPLEMENTATION

The Contractor shall be responsible throughout the duration of the construction period for installing and maintaining the applicable BMPs and for removing and legally disposing of temporary control measures. Unless otherwise directed by the Engineer or specified elsewhere in these specifications, the Contractor's responsibility for BMP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications.

Throughout the rainy season, all soil-disturbed areas of the site shall be fully protected with soil stabilization and sediment control device approved by the Engineer at the end of the same day the soil is disturbed unless fair weather is predicted the next day and the protective measures are exempt by the Engineer. The Contractor shall monitor the weather forecast on a daily basis and inform the Engineer of the forecast. The National Weather Service forecast shall be used for this purpose. If precipitation is predicted for the following day, construction schedule shall be altered as required to install appropriate BMPs or to ensure that the already installed BMPs are in good operating condition prior to the onset of rain.

E. BMP MAINTENANCE

To ensure proper implementation and effectiveness of the BMPs, the Contractor shall regularly inspect and maintain the deployed BMPs throughout the construction site. The Contractor shall identify corrective actions and the time needed to address any deficient BMPs or reinitiate any BMPs that have been discontinued. The Contractor shall keep written records of all BMP inspections, maintenance and corrective actions.

The frequency of the BMP inspection shall be as follows:

1. Prior to a forecast storm;
2. After any precipitation that causes runoff;
3. At 24-hour intervals during extended rain events; and
4. Routinely, at a minimum of once every week.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of a BMP, the deficiency shall be corrected immediately. If requested by the Contractor and approved by the Engineer in writing, the deficiency may be corrected at a later time or date but the corrective action shall not be later than the onset of the subsequent rain event. The correction of deficient BMPs shall be at no additional cost to the City.

F. RESPONSIBILITIES, CONSEQUENCES, AND REMEDIES

1. Conformance with the provisions of this section or other requirements in various other sections of these specifications shall not relieve the Contractor from the Contractor's responsibilities as provided in various relevant articles of Section 7, "Legal Relations and Responsibilities to the Public," of the Standard Specifications, and as specified herein.
2. For purposes of this section, costs and liabilities include, but are not limited to, fines, penalties and damages, whether assessed against the City or the

Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Act.

3. If solid or liquid materials or waste, hazardous or otherwise, or pollutants originating from the Contractor's operation enter the storm drain system or water courses, the Contractor will be required to thoroughly clean up the affected storm drain facilities and water courses to the satisfaction of the Engineer. If the Contractor fails to clean up the affected facilities as required, the City will issue a stop-work order and take necessary actions to effect the cleanup of the affected facilities.
4. The Contractor shall be responsible for all costs, including fines, the City's cost of defense, the cost of cleanup by others ordered by the City, and liabilities imposed by law as a result of the Contractor's failure or negligence in complying with the requirements specified herein.
5. In accordance with the provisions of Section 7-1.05, "Indemnification," of the standard Specifications if the Contractor fails to accept or reject a tender of defense and indemnity within fifteen (15) calendar days, the City may, in addition to the remedies authorized by law, retain any sum due the Contractor until disposition has been made of all claims or suits for damages or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

G. PAYMENT

Full compensation for storm water pollution control shall be considered as included in the payment for various other items of work and no additional compensation will be made therefore.

Special Provisions

1. Requirements

It is required that there be constructed and completed in accordance with the Contract Documents for "Construction of Canal Trail Solar Lights" for the City of Los Banos, all work as described in these Contract Documents.

2. Description of Work

The principal components of the work to be performed under these Contract Documents include the following:

The major work consists of layout of (81) solar lights as directed by manufacturer representative, excavation of footing, installation of footing per structural drawings and manufacturers specifications, installation of solar light pole/light.

The time for completion:

- Construction complete with project acceptance by August 7, 2026 or 150 working days

Any incidental work not described in the Contract Documents which is necessary to complete the Work shall be furnished and installed as part of this contract at no additional cost to the Owner. The work shall be complete and ready for service to the satisfaction of the Owner. The Contractor shall have had the opportunity to inspect the site and observe actual working conditions during the mandatory pre-bid meeting.

3. Commencement, Prosecution and Completion of Work

The Contractor shall commence work and shall complete all of the work in accordance with the schedule and within the time stated in the bid. The capacity of the Contractor's construction plant, sequence of operations, method of operations, and the forces employed shall at all times during the continuance of the contract, be subject to the approval of the Engineer and shall be such as to ensure the completion of the work within the time specified.

4. Hours of Work

Construction work shall be completed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday using normal construction practices. No work shall be performed on Saturday or Sunday. The Contractor may request to the Owner to perform construction outside of these specified hours.

5. Permits and Business Licenses

The Contractor will need an Encroachment Permit from the Public Works Department prior to start of construction. The Contractor and all subcontractors working within the city limits of Los Banos shall apply for and have issued a business license from the City of Los Banos (209-827-7000) prior to commencement of work.

6. Testing

Field density tests shall be made of each compacted layer (subbase and aggregate base) as directed by the Engineer. When these tests indicate that the density of any layer of fill or portion thereof is less than the specified density, that layer shall be reworked until the required density has been obtained.

Field density tests (compaction testing) shall be performed by a geotechnical laboratory retained by the Owner and under the supervision of a registered geotechnical engineer.

Initial compaction testing will be paid by the Owner. Retesting of areas that failed the initial testing will be paid for by the Contractor.

7. Responsibility Regarding Existing Utilities and Private Property

The existence and location of public and private utilities indicated on the drawings are not guaranteed and

any additional utilities and facilities not shown on the drawings shall be investigated and protected by the Contractor. The Contractor shall be held responsible for damage to and for maintenance and protection of existing pipelines, public utilities, drives, curbs and gutters, sidewalks, and fences. Excavation in the vicinity of existing public utility structures, underground electrical or telephone cable, oil or gas pipelines, and waterlines shall be carefully done by hand. The Contractor shall adequately protect all adjoining property and structures from damage, whether within or without of the Owner furnished rights-of-way, and shall be fully responsible for any damage to adjoining property and structures which may result from work done under this contract. The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor shall sprinkle the areas where the passage of operation of vehicles and equipment creates a dust problem, or take other preventive measures as directed by the Engineer. The Contractor shall furnish all labor, equipment, materials and means required to control dust which is in any way a result of the Contractor's operations.

The Contractor shall be responsible for all damage or injury which may result to any property, outside of the construction right-of-way or within the right-of-way where so noted, from the Contractor's operations hereunder, or otherwise, from the performance of the Agreement by said Contractor or any of his subcontractors or employees.

The Contractor shall attempt to maintain access to the residential and commercial driveways within the construction area at all times during working hours and shall provide access during non-working hours, weekends and holidays.

Payment for all work specified above shall be included in the unit or lump sum prices bid in the schedule for the various items of work.

8. Obstructions

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installation at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Failure to contact the notification center prohibits excavation. Regional notification centers include but are not limited to the following:

NOTIFICATION CENTER		TELEPHONE	
Underground	Service	Alert 811	or
Northern	California	(USA) 1-800-227-2600	
www.usanorth811.org			

9. Materials Furnished By Owner

No labor, material, or other facilities shall be provided by the Owner unless otherwise indicated on the drawings or in the Contract Documents.

10. Materials Furnished By Contractor

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

11. Schedule of Values, Material List and Substitutions

Prior to the commencement of work, and within 10 days following the signing of the contract by the Owner and the Contractor, the Contractor shall submit 2 copies of a Schedule of Values for all lump sum bid items in the Bid Schedule and a *complete* list of equipment and materials to be furnished, including all substitutions proposed to the Engineer for approval. Partial or incomplete material lists will not be considered. No substitutions will be considered thereafter. Only one request for substitution will be considered on each item of material or equipment.

12. Request for Extension of Time

All extension of time requests shall be made in writing to the Engineer within seven (7) calendar days from the delay occurrence date. In the case of continuing cause of delay, only one claim is necessary.

13. Rights-of-Way

The Contractor shall not be entitled to extra compensation for hardships and increased cost caused by the work being adjacent to telephone-telegraph lines and guy wires, power lines and guy wires, buildings, fences, pipelines, ditches, roadways, and other obstacles which may physically restrict or limit the use of construction equipment. In some cases, such physical confinement may necessitate special methods of construction of the work. If the Contractor desires to utilize additional area, he shall obtain the necessary approvals from the landowner. No additional compensation shall be paid to the Contractor for the cost of obtaining additional right-of-way or for the inability to obtain such.

14. Coordination with Other Work

Other work including but not necessarily restricted to relocation of power and telephone poles, installation of a gas line and relocation of water meters may be in progress near or at the construction site at the time the Contractor is in performance of the work specified herein. The Contractor shall coordinate his work with that of others so that prosecution of all work will proceed smoothly.

15. Closure of Streets

All street closure dates shall be coordinated with and approved by the Engineer for approval no later than 10 working days prior to the earliest proposed closures and detours.

16. Construction Signs, Barricades, Lights and Flagmen

The Contractor shall furnish, erect and maintain adequate barricades, lights, signs and other devices and take other protective measures to prevent damage to the public. The Contractor shall also furnish adequate warning to the public of dangerous conditions to be encountered. Where one lane of a public road is closed, the Contractor shall furnish flagmen at each end of the closed lane to control traffic in the open lane. The Contractor shall also furnish adequate warning to the public of dangerous conditions to be encountered.

Payment for traffic control and other safety measures shall be included in the Traffic Control Plan lump sum price bid in the Bid Schedule.

17. Traffic Control Plan

It is the Contractor's sole responsibility to establish and implement a Traffic Control Plan conforming to Sections 7-1.08, "Public Convenience" 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the Caltrans Standard Specifications. Nothing in these Contract Documents shall be construed as relieving the Contractor from his responsibility.

The Traffic Control Plan shall be prepared, stamped and signed by a professional engineer registered in California, and three copies provided to the Engineer before the Contractor is issued a Notice to Proceed.

Payment for the preparation and implementation of the Traffic Control Plan shall be made at the applicable lump sum price bid in the Bid Schedule.

18. Disposal of Waste Materials

Waste material shall be disposed of in accordance with local regulatory requirements. Provide watertight conveyance for liquid, semi-liquid or saturated solids which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

19. Noise Control

Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances. Equip compressors, hoists, and other apparatus with mechanical devices necessary to

minimize noise and dust. Equip compressors with silencers on intake lines. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.

20. Water Supply

Water will be available to the Contractor in performance of the work without charge from all Owner fire hydrants. Prior to the use of any hydrant the Contractor shall notify the Owner and obtain and install a meter furnished by the Public Works Department on the fire hydrant. It will be the Contractor's responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. The Contractor shall pay a Two Thousand Dollar (\$2,000) deposit per meter for the use of the fire hydrant meter. The deposit may be refunded in full if the fire hydrant meter is returned undamaged.

21. Notifications

The Owner will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the Owner, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the Owner or from the regulatory agency through the Owner, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

22. Work Not Listed in Proposal

It is the intent of the plans, specifications and contract documents to provide for the construction of completed and finished facilities and works of improvement unless otherwise specifically provided. Except for authorized changes in the work, payment for said complete and finished facilities and works of improvement will be made only on the basis of the contract items of work listed in the proposal. All other work, including the furnishing of plants, labor, materials, tools, equipment, and incidentals, provided for in the plans, specifications and contract documents, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation of the Contractor and payment therefore shall be considered included in the prices paid for the various contract items of work listed in the proposal.

23. Submittals

The Contractor shall submit to the Engineer, a minimum of six sets, hard copies, or one electronic copy of the following submittals for review and approval:

1. Concrete/steel footing
2. Solar Light pol/light

Within 10 days after the effective date of the Agreement and before starting to perform any work, the Contractor shall submit to the Engineer for review and approval:

1. A work schedule indicating the times for starting and completing the various stages of the work. No progress payment shall be made to Contractor until an acceptable schedule has been submitted to the Engineer.
2. Traffic Control Plan
3. Notice to Residents in English and Spanish

4. A Schedule of Values - a breakdown of each lump sum price to be used to determine deductive change orders, if necessary.
5. A complete list of equipment and materials to be furnished
6. City of Los Banos Business License for Contractor and all subcontractors

If more than TWO submittals for a single item are required because of incorrect or insufficient data, or the submittal is unacceptable, or because the Contractor wishes to change previously approved material, then all costs incurred by the Owner for the additional review shall be deducted from monies due the Contractor.

A revised work schedule shall be submitted within 5 days of request by the Engineer. No future progress payments shall be made to Contractor until an acceptable schedule has been submitted to Engineer.

24. Bid Item Descriptions

BID ITEM DESCRIPTIONS

The descriptions below are general descriptions and do not include estimated quantities. See plans and bid summary for estimated quantities. Estimated quantities are provided as a courtesy only. Actual numbers and quantities of symbols on plans prevail.

Bid Item A1– Solar Light Footing:

The unit price bid for this item shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for doing all work involved in installing footing for the solar light pole and light, including fabrication, as specified in the Specifications and Plans. Contractor shall also be responsible for coordinating the structural engineering package with the City prior to installation and securing applicable building permit/s.

Bid Item A2– Solar Light Pole and Light:

The unit price bid for this item shall include all costs for purchase, delivery, and installation (per manufacturers recommendation) of solar light pole and light as indicated on the Drawings. The item also includes labor, equipment, materials, and all other work required by the Drawings and Specifications which is not specifically set forth in the Bid Form as a pay item.

Bid Item B1– Mobilization and De-Mobilization (NTE 5%):

Mobilization/ Demobilization will be paid for on a lump sum basis and is limited to 5% maximum of the total bid cost. The lump sum bid for this item shall include full compensation for conforming to these requirements, furnishing all the fees, traffic control plan, dust control plan, temporary fencing, tree protection, cleaning and washing down, labor, materials, tools, equipment, incidentals and for doing all the work involved in moving on and off the project site necessary for completion of the work.

Payment for 50 percent of Mobilization/ Demobilization/ Erosion Control or 2.5% of Total Base Bid, whichever is less, shall be made at the time of the first progress payment after the Contractor has purchased bonds and insurance. The remaining amount shall be made at the time of the final progress payment.

Bid Item B2– Bonding (NTE 3%):

The contract lump sum price shall include full costs for bonding.

Technical Provisions

TABLE OF CONTENTS

SECTIONS	PAGES
DIVISION 01 – GENERAL REQUIREMENTS	
SECTION 012500 – SUBSTITUTION PROCEDURES	1-3
SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION	1-9
SECTION 013300 – SUBMITTAL PROCEDURES	1-9
SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS	1-6
SECTION 017700 – CLOSEOUT PROCEDURES	1-6
SECTION 017839 – PROJECT RECORD DOCUMENTS	1-5
DIVISION 02 – (NOT USED)	
DIVISION 03 – CONCRETE	
SECTION 033000 – CAST-IN-PLACE CONCRETE.....	1-17
DIVISION 04 – 25 (NOT USED)	
DIVISION 26 – ELECTRICAL	
SECTION 260500 – BASIC ELECTRICAL MATERIALS AND METHODS	1-8
DIVISION 27 – 49 (NOT USED)	
END OF TECHNICAL SPECIFICATIONS	
APPENDIX A – PROJECT EXHIBIT	
APPENDIX B – FOOTING CALCULATIONS	
APPENDIX C – MODEL RSL SELF CONTAINED SOLAR POST TOP LUMINAIRE SPECIFICATION PACKAGE	
END OF APPENDIX	

END OF TABLE OF CONTENTS

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or City that are not required to meet other Project requirements but may offer advantage to Contractor or City.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form provided in Project Manual or acceptable to City and/or Landscape Architect.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by City and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and the City.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. City and/or Landscape Architect's Action: If necessary, City and/or Landscape Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. City and/or Landscape Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Landscape Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Landscape Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: City and/or Landscape Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Landscape Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

- A. RFI: Request for Information. Request from City, Landscape Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Landscape Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
 1. File Preparation Format:
 - a. Same digital data software program, version, and operating system as original Drawings.
 2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format and PDF format.
 3. City and/or Landscape Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
 - a. City and/or Landscape Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - b. Digital Data Software Program: Drawings are available in CAD.
 - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to City and/or Landscape Architect.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. City and/or Landscape Architect will return without response those RFIs submitted to Landscape Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. City name.
 - 3. City's Project number.
 - 4. Name of Landscape Architect.
 - 5. Landscape Architect's Project number.
 - 6. Date.
 - 7. Name of Contractor.
 - 8. RFI number, numbered sequentially.
 - 9. RFI subject.
 - 10. Specification Section number and title and related paragraphs, as appropriate.
 - 11. Drawing number and detail references, as appropriate.
 - 12. Field dimensions and conditions, as appropriate.
 - 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 14. Contractor's signature.
 - 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to City.
 - 1. Attachments shall be electronic files in PDF format.
- D. City and/or Landscape Architect's Action: City and/or Landscape Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by City and/or Landscape Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:

- a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Landscape Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. City and/or Landscape Architect's action may include a request for additional information, in which case City and/or Landscape Architect's time for response will date from time of receipt by City and/or Landscape Architect of additional information.
 3. City and/or Landscape Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify City and/or Landscape Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of City/Landscape Architect.
 4. RFI number, including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date City and Landscape Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of City and/or Landscape Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify City and/or Landscape Architect within seven days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify City and Landscape Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including City and Landscape Architect, within three days of the meeting.
- B. Preconstruction Conference: Landscape Architect and City will schedule and conduct a preconstruction conference before starting construction, at a time convenient to City and Landscape Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of City, Construction Manager, Landscape Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Preparation of Record Documents.
 - o. Use of the premises.
 - p. Work restrictions.
 - q. Working hours.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at regular intervals.

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

- D. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of City and Landscape Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Deliveries.
 - 4) Off-site fabrication.
 - 5) Access.
 - 6) Site use.
 - 7) Temporary facilities and controls.
 - 8) Work hours.
 - 9) Hazards and risks.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of RFIs.
 - 13) Proposal Requests.
 - 14) Change Orders.
 - 15) Pending changes.
 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
2. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require City and/or Landscape Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require City and/or Landscape Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Landscape Architect and City and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals

- required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for City and/or Landscape Architect's final release or approval.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Landscape Architect.
4. Name of Construction Manager.
5. Name of City.
6. Name of Contractor.
7. Name of firm or entity that prepared submittal.
8. Names of subcontractor, manufacturer, and supplier.
9. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
10. Category and type of submittal.
11. Submittal purpose and description.
12. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
13. Drawing number and detail references, as appropriate.
14. Indication of full or partial submittal.
15. Location(s) where product is to be installed, as appropriate.
16. Other necessary identification.
17. Remarks.
18. Signature of transmitter.

B. Options: Identify options requiring selection by City and/or Landscape Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by City and/or

Landscape Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
2. Provide a space approximately 4 by 6 inches on label or beside title block to record Contractor's review and approval markings and action taken by City and/or Landscape Architect.
3. Action Submittals: Submit two paper copies of each submittal unless otherwise indicated. Landscape Architect, through City, will return one copy. Electronic submittals will be accepted in a PDF format and must be separated into each individual submittal number.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Landscape Architect and City will not return copies.
5. Additional Copies: Unless additional copies are required for final submittal, and unless Landscape Architect or City observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.

E. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Landscape Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by City and/or Landscape Architect.
 - a. Landscape Architect, through City, return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
2. Paper: Prepare submittals in paper form and deliver to Landscape Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Landscape Architect and City reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on City and/or Landscape Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. City and/or Landscape Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Landscape Architect's consultants, City, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Landscape Architect and to Landscape Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to City, through Landscape Architect, before being returned to Contractor.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Landscape Architect and City.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from City and/or Landscape Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from City and/or Landscape Architect's stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.

- C. Two Landscape Architect, through City, will return one copy. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as City's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Landscape Architect, through City, will return submittal with options selected.
 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. City and/or Landscape Architect will retain 1 Sample sets; remainder will be returned.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least two sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to City and Landscape Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. City and/or Landscape Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 CITY AND LANDSCAPE ARCHITECT'S REVIEW

- A. Action Submittals: City and/or Landscape Architect review each submittal, indicate corrections or revisions required, and return date.
 - 1. PDF Submittals: City and/or Landscape Architect will indicate, via markup on each submittal, the appropriate action.
 - 2. Paper Submittals: City and/or Landscape Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: City and/or Landscape Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. City forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from City and/or Landscape Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. City and/or Landscape Architect will discard submittals, without review, received from sources other than Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, City, Landscape Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service: Contractor shall pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Contractor shall pay electric-power-service use charges for electricity used by all entities for construction operations.
- D. Electric Power Service from Existing System: Electric power from City's existing system is available for use with metering. Provide connections and extensions of services and metering as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Noise and Vibration Control Plan: Identify construction activities that may impact the adjacent existing buildings, whether occupied by others, or occupied by City. Include the following:
 - 1. Methods used to meet the goals and requirements of City.

2. Footing excavation equipment/method(s) to be used.
3. Location of construction devices on the site.
4. Show compliance with the use and maintenance of quieted construction devices for the duration of the Project.
5. Indicate activities that may disturb adjacent residential occupants and that are planned to be performed during non-standard working hours as coordinated with City.
6. Indicate locations of sensitive areas or other areas requiring special attention as identified by City. Indicate means for complying with City's requirements.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch top and bottom rails. Provide galvanized-steel bases for supporting posts.
- B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by City and/or Landscape Architect from manufacturer's standard colors.
- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less in accordance with ASTM E84 and passing NFPA 701 Test Method 2.

2.2 TEMPORARY FACILITIES

- A. Field Offices:
 1. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

- 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as City's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, City, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Connect to City's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to City. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- 3.4 Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. SUPPORT FACILITIES INSTALLATION
- A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations.
 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
 - B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
 - C. Parking: Use designated areas of City's existing parking areas for construction personnel.
 - D. Storage and Staging: Use designated areas of Project site for storage and staging needs.
 - E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touch up signs, so they are legible at all times.
 - G. Waste Disposal Facilities:
 1. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Protection of Existing Facilities: Protect existing equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control:
 1. Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 2. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings.
 - a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - b. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - d. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 1. Extent of Fence: As needed.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. City reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. List of incomplete items.
 - 4. Submittal of Project warranties.
 - 5. Final cleaning.
- B. Related Requirements:
 - 1. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Landscape Architect's use prior to Landscape Architect's inspection, to determine if the Work is substantially complete.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by City of Los Banos. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain City's signature for receipt of submittals.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to City's, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Complete startup and testing of systems and equipment.
 - 2. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 3. Instruct City's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 4. Advise City of changeover in utility services.
 - 5. Participate with City in conducting inspection and walkthrough with local emergency responders.

6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 7. Complete final cleaning requirements.
 8. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, City and/or Landscape Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Landscape Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Landscape Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by City and/or Landscape Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 3. Submit pest-control final inspection report.
 4. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, City and/or Landscape Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. City and/or Landscape Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order,, listed by room or space number.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of City.
 - d. Name of Landscape Architect.
 - e. Name of Contractor.
 - f. Page number.
 4. Submit list of incomplete items in the following format:
 - a. PDF Electronic File: Landscape Architect, through City, will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Landscape Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit City's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by City during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
1. Submit via email to City.
- E. Warranties in Paper Form:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove labels that are not permanent.
 - g. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - h. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.
 - c. Final Submittal:
 - 1) Submit Record Digital Data Files and three set(s) of Record Digital Data File plots.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report indicating items incorporated into Project Record Documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Actual equipment locations.
 - e. Changes made by Change Order or Construction Work Change Directive.
 - f. Changes made following Landscape Architect's written orders.
 - g. Details not on the original Contract Drawings.
 - h. Field records for variable and concealed conditions.
 - i. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with City and/or Landscape Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 - 1. Format: Same digital data software program, version, and operating system as for the original Contract Drawings.
 - 2. Format: DWG, Microsoft Windows operating system.
 - 3. Format: Annotated PDF electronic file with comment function enabled.
 - 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 5. Refer instances of uncertainty to Landscape Architect through City for resolution.
 - 6. City and/or Landscape Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 013100 "Project Management and Coordination" for requirements related to use of City and/or Landscape Architect's digital data files.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of City.
 - e. Name of Landscape Architect.
 - f. Name of Contractor.

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

B. Format: Submit record specifications as annotated PDF electronic file.

1.5 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

C. Format: Submit Record Product Data as annotated PDF electronic file.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible

condition, protected from deterioration and loss. Provide access to Project Record Documents for City and/or Landscape Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Concrete standards.
2. Concrete materials.
3. Admixtures.
4. Fiber reinforcement.
5. Curing materials.
6. Accessories.
7. Repair materials.
8. Concrete mixture materials.
9. Concrete mixture class types.
10. Concrete mixing.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement or blended hydraulic cement alone or in combination with one or more of the following:

1. Fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cementitious Materials (w/cm) Ratio: The ratio by weight of mixing water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Portland cement.
2. Blended hydraulic cement.
3. Performance-based hydraulic cement.
4. Fly ash.
5. Slag cement.
6. Silica fume.
7. Natural or other pozzolans.
8. Aggregates.
9. Ground calcium carbonate and aggregate mineral fillers.

10. Admixtures:

- a. Include limitations of use. Admixtures that do not comply with reference ASTM International requirements must be submitted with test data for approval.

11. Fiber reinforcement.

12. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Compressive strength at 28 days or other age as specified.
3. Compressive strength required at stages of construction.
4. Durability exposure classes for Exposure Categories F, S, W, and C.
5. Maximum w/cm ratio.
6. Calculated equilibrium and fresh density for lightweight concrete.
7. Slump or slump flow limit.
8. Air content.
9. Nominal maximum aggregate size.
10. Steel-fiber reinforcement content.
11. Synthetic microfiber content.
12. Synthetic macrofiber content.
13. Intended placement method.
14. Submit adjustments to design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant changes.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - a. Location of construction joints is subject to approval of the Architect.

D. Concrete Schedule: For each location of each class of concrete indicated in "Concrete Mixture Class Types" Article, including the following:

1. Concrete class designation.
2. Location within Project.
3. Exposure class designation.
4. Formed surface finish designation and final finish.
5. Final finish for floors.
6. Floor treatment, if any.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Installer: Include copies of applicable ACI certificates.
2. Testing Agency: Include documentation indicating compliance with ASTM E329 or ASTM C1077 and copies of applicable ACI certificates for testing technicians or ACI Concrete Construction Special Inspector - MH, ASCC.

B. Material Certificates: For each of the following:

1. Cementitious materials.
2. Admixtures.
3. Fiber reinforcement.
4. Curing compounds.
5. Bonding agents.
6. Repair materials.

C. Material Test Reports: For the following:

1. Portland cement.
2. Blended hydraulic cement.
3. Performance-based hydraulic cement.
4. Fly ash.
5. Slag cement.
6. Silica fume.
7. Natural or other pozzolans.
8. Aggregates.
9. Ground calcium carbonate and aggregate mineral filler.
10. Admixtures.

D. Research Reports:

1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.
2. For sheet vapor retarder/termite barrier, showing compliance with ICC's Acceptance Criteria AC380.

E. Preconstruction Test Reports: For each mix design.

F. Field quality-control reports.

G. Minutes of preinstallation conference.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified Installer who employs Project personnel qualified as an ACI-certified Concrete Flatwork Associate and Concrete Flatwork Finisher and a supervisor who is a certified ACI Advanced Concrete Flatwork Finisher/Technician or an ACI Concrete Flatwork Finisher with experience installing and finishing concrete.

1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

- B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.
 - 1. Manufacturer's production facilities and delivery vehicles certified in accordance with NRMCA's certification requirements or equivalent approval by a State DOT.
- C. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing that performs duties on behalf of the Architect/Engineer.
 - 1. Personnel performing laboratory tests to be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Level 1. Testing agency laboratory supervisor tests to be an ACI-certified Concrete Laboratory Testing Technician, Level 2.
- D. Field Quality-Control Testing Agency Qualifications: An independent agency, **[acceptable to authorities having jurisdiction,]** qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.
 - 1. Personnel conducting field tests on plastic concrete properties are to be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with policies from ACI CPP 610.1 or an equivalent certification program.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
 - 1. Include the following information in each test report:
 - a. Admixture dosage rates.
 - b. Slump.
 - c. Air content.
 - d. Seven-day compressive strength.
 - e. 28-day compressive strength.
 - f. Evaluation of permeability-reducing admixtures.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and ACI 301.

1.8 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 as follows:

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
2. When air temperature has fallen to, or is expected to fall below 40 deg F during the protection period, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature at time of discharge to not exceed 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractors option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

1.9 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement sheet vapor retarder/termite barrier material and accessories for sheet vapor retarder/ termite barrier and accessories that do not comply with requirements or that fail to resist penetration by termites within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CONCRETE STANDARDS

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Source Limitations:

1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
2. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type I/II.
2. Fly Ash: ASTM C 618, Class F.
3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IP, portland-pozzolan cement.
5. Silica Fume: ASTM C 1240, amorphous silica.

C. Normal-Weight Aggregates:

1. Coarse Aggregate: ASTM C33/C33M, Class 3S course aggregate or better, graded. Provide aggregates from a single source.
2. Maximum Coarse-Aggregate Size: 1 inch nominal.
3. Fine Aggregate: ASTM C33/C33M.

D. Lightweight Aggregate: ASTM C330/C330M, 1/2-inch nominal maximum aggregate size.

1. Limit lightweight aggregate for internal curing to prewetted lightweight fine aggregate in accordance with ASTM C1761/C1761M.

E. Ground Calcium Carbonate or Aggregate Mineral Filler: ASTM C1797. Unless otherwise permitted, do not use mineral filler derived from carbonate sources in concrete for members assigned to Exposure Class S1, S2, or S3.

2.3 ADMIXTURES

A. Air-Entraining Admixture: ASTM C260/C260M.

B. Chemical Admixtures: Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Admixtures with special properties, with documentation of claimed performance enhancement, ASTM C494/C494M, Type S.
7. Set-Accelerating Corrosion-Inhibiting Admixture: ASTM C1582/C1582M.
8. Permeability-Reducing Admixture: ASTM C494/C494M, Type S, hydrophilic, permeability-reducing crystalline or colloidal silica admixture, capable of reducing water absorption of concrete exposed to hydrostatic pressure (PRAH).
 - a. Permeability: No leakage when tested in accordance with U.S. Army Corps of Engineers CRD C48 at a hydraulic pressure of 200 psi for 14 days.
9. Moisture-Vapor-Reducing Admixture: ASTM C494/C494M, Type S, hydrophilic, moisture-vapor-reducing, capable of reducing water absorption in and moisture-vapor emission from concrete (MVRA).

- C. Mixing Water for Concrete Mixtures and Water Used to Make Ice: ASTM C1602/C1602M. Include documentation of compliance with limits for alkalis, sulfates, chlorides, or solids content of mixing water from Table 2 in ASTM C1602/C1602M.

2.4 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
 - 1. Color:
 - a. Ambient Temperature Below 50 deg F (10 deg C): Black.
 - b. Ambient Temperature between 50 and 85 deg F (10 and 29 deg C): Any color.
 - c. Ambient Temperature Above 85 deg F (29 deg C): White.
- D. Curing Paper: 8 ft. wide paper, consisting of two layers of fibered kraft paper laminated with double coating of asphalt.
- E. Water: Potable water that does not cause staining of the surface.
- F. Clear, Waterborne, Membrane-Forming, Dissipating Curing Compound: ASTM C309, Type 1, Class B.
- G. Clear, Waterborne, Membrane-Forming, Nondissipating Curing Compound: ASTM C309, Type 1, Class B.
- H. Clear, Waterborne, Membrane-Forming, Curing Compound: ASTM C309, Type 1, Class B, 18 to 25 percent solids, nondissipating.
- I. Clear, Solvent-Borne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.
- J. Clear, Waterborne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.

2.5 ACCESSORIES

- A. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

2.6 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand, as recommended by underlayment manufacturer.
 4. Compressive Strength: Not less than 4100 psi at 28 days when tested in accordance with ASTM C109/C109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.
 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 4. Compressive Strength: Not less than 5000 psi at 28 days when tested in accordance with ASTM C109/C109M.

2.7 CONCRETE MIXTURE MATERIALS

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland or hydraulic cement in concrete assigned to Exposure Class F3 as follows:
1. Fly Ash or Other Pozzolans: 25 percent by mass.
 2. Slag Cement: 50 percent by mass.
 3. Silica Fume: 10 percent by mass.
 4. Total of Fly Ash or Other Pozzolans, Slag Cement, and Silica Fume: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.

5. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass.
- C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
 1. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
 2. Use permeability-reducing admixture in concrete mixtures where indicated.
- D. Color Pigment: Add color pigment to concrete mixture in accordance with manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.8 CONCRETE MIXTURE CLASS TYPES

- A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.
 1. Exposure Class: ACI 318
 2. Minimum Compressive Strength: 3000 psi at 28 days.
 3. Maximum w/cm Ratio: 0.40.
 4. Slump Limit: 4 inches, plus or minus 1 inch for concrete.
 5. Slump Flow Limit: 22 inches, plus or minus 1-1/2 inches.
 6. Air Content:
 - a. Exposure Class F1: 4.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-inch nominal maximum aggregate size
 7. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cementitious materials.
 8. Compressive strength or alternative methods of estimating in-place strength of concrete by maturity or other nondestructive testing with acceptable correlation between test results and concrete compressive strength .
- B. Class C: Normal-weight concrete used for interior slabs-on-ground.
 1. Exposure Class: ACI 318 Retain strength from first five options in "Minimum Compressive Strength" Subparagraph below or revise to suit Project. Coordinate compressive strength with w/cm ratio based on assigned exposure classes in accordance with ACI 318 (ACI 318M). The age for strength acceptance can be later based on anticipated loading and can support sustainability goals.
 2. Minimum Compressive Strength: 2500 psi at 28 days.
 3. Maximum w/cm Ratio : 0.40.
 4. Slump Limit: 4 inches, plus or minus 1 inch for concrete.
 5. Slump Flow Limit: 22 inches, plus or minus 1.5 inches.
 6. Air Content:
 - a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.

7. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and furnish delivery ticket.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete in accordance with ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions:
 1. Before placing concrete, verify that installation of concrete forms, accessories, reinforcement, and embedded items is complete and that required inspections have been performed.
 2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:
 1. Daily access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
 4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.3 TOLERANCES

- A. Comply with ACI 117.

3.4 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install reglets to receive waterproofing and through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3.5 INSTALLATION OF CAST-IN-PLACE CONCRETE

- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
 - 1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
 - 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Water addition in transit or at the Project site must be in accordance with ASTM C94/C94M and must not exceed the permitted amount indicated on the concrete delivery ticket.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
 - 1. If a section cannot be placed continuously, provide construction joints as indicated.
 - 2. Deposit concrete to avoid segregation.
 - 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.

- d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

3.6 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling in:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to match color and texture with in-place construction exposed to view.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.7 APPLICATION OF CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 301 for cold weather protection during curing.
2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h, calculated in accordance with ACI 305R, before and during finishing operations.

3.8 INSTALLATION OF CONCRETE SURFACE REPAIRS

A. Defective Concrete:

1. Repair and patch defective areas when approved by Architect.
2. Remove and replace concrete that cannot be repaired and patched to meet specification requirements.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks in excess of 0.01 inch spalls, air bubbles exceeding surface finish limits, honeycombs, rock pockets, fins and other projections on the surface exceeding surface finish limits, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete.
 - a. Limit cut depth to 3/4 inch.
 - b. Make edges of cuts perpendicular to concrete surface.

- c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
 - d. Fill and compact with patching mortar before bonding agent has dried.
 - e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
- 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.
 - a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
 - b. Compact mortar in place and match surrounding surface.
- 3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance, as determined by Architect.
- 4. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete.
 - a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
 - b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
 - c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
 - d. Place, compact, and finish to blend with adjacent finished concrete.
 - e. Cure in same manner as adjacent concrete.
- 5. Repair random cracks and single holes 1 inch or less in diameter with patching mortar.
 - a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
 - b. Dampen cleaned concrete surfaces and apply bonding agent.
 - c. Place patching mortar before bonding agent has dried.
 - d. Compact patching mortar and finish to match adjacent concrete.
 - e. Keep patched area continuously moist for at least 72 hours.
- D. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- E. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.9 FIELD QUALITY CONTROL

- A. Special Inspections: Engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
1. Testing agency to be responsible for providing curing facility for initial curing of strength test specimens on-site and verifying that test specimens are cured in accordance with standard curing requirements in ASTM C31/C31M.
 2. Testing agency to immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
 3. Testing agency to report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
 - a. Test reports to include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:
 - 1) Project name.
 - 2) Name of testing agency.
 - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
 - 4) Name of concrete manufacturer.
 - 5) Date and time of inspection, sampling, and field testing.
 - 6) Date and time of concrete placement.
 - 7) Location in Work of concrete represented by samples.
 - 8) Date and time sample was obtained.
 - 9) Truck and batch ticket numbers.
 - 10) Design compressive strength at 28 days.
 - 11) Concrete mixture designation, proportions, and materials.
 - 12) Field test results of fresh concrete, including slump or slump flow, air content, temperature and density.
 - 13) Information on storage and curing of samples at the Project site, including curing method and maximum and minimum temperatures during initial curing period.
 - 14) Type of fracture and compressive break strengths at seven days and 28 days.
 4. Provide a space and source of power or other resources for curing and access to test specimens by the testing agency.
- C. Delivery Tickets: comply with ASTM C94/C94M.
- D. Inspections:
1. Headed bolts and studs.
 2. Verification of use of required design mixture.
 3. Concrete placement, including conveying and depositing.
 4. Curing procedures and maintenance of curing temperature.
 5. Verification of concrete strength before removal of shores and forms from beams and slabs.
 6. Batch Plant Inspections: On a random basis, as determined by Architect.

- E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M to be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 150 cu. yd. or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing is to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C143/C143M:
 - a. One test at point of delivery for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests as needed.
 3. Slump Flow: ASTM C1611/C1611M:
 - a. One test at point of delivery for each composite sample when strength test specimens are cast, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests as needed.
 4. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete; ASTM C173/C173M volumetric method, for structural lightweight concrete.
 - a. One test for each composite sample when strength test specimens are cast, but not less than one test for each day's pour of each concrete mixture.
 5. Concrete Temperature: ASTM C1064/C1064M:
 - a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample when strength test specimens are cast.
 6. Concrete Density: ASTM C138/C138M:
 - a. One test for each composite sample when strength test specimens are cast.
 7. Unit Weight: ASTM C138/C138M density of fresh structural lightweight concrete.
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture. The fresh density should be consistent with that associated with the equilibrium density within a tolerance of plus or minus 4 lb/ft.³.
 8. Compression Test Specimens: ASTM C31/C31M:

- a. Cast and standard cure two sets of four 6 inches by 12-inches or 4-inch by 8-inch cylindrical specimens for each composite sample.
 - b. Cast, and field cure two sets of four standard cylindrical specimens for each composite sample.
9. Compressive-Strength Tests: ASTM C39/C39M.
- a. Test one set of four standard cured specimens at seven days and one set of two specimens at 28 days.
 - b. Test one set of four field-cured specimens at seven days and one set of two specimens at 28 days.
 - c. A compressive-strength test to be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
10. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor to evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
11. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests of standard cured cylinders equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests:
- a. Testing and inspecting agency to make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
 - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.
 - 1) Acceptance criteria for concrete strength to be in accordance with ACI 301, Section 1.7.6.3.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- F. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 24 hours of completion of floor finishing and promptly report test results to Architect.

3.10 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using floor slab protective covering.

END OF SECTION 033000

SECTION 260500 -- BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes

1. Provide all labor, materials and equipment necessary to complete the installation required for the items specified under Division 26.
2. Division 26 when referenced refers to the following Sections:
 - a. Section 260500 Basic Electrical Materials and Methods

B. Related work under this section

1. Labor and materials required to furnish and install the electrical systems in a complete and operational fashion.
2. Carpentry, masonry, steel and concrete materials and labor required for construction of proper stands, bases and supports for electrical materials and equipment.
3. Excavating, pumping and backfilling required for installation.
4. Repair of damage to the premises resulting from construction activities under this Section to City's satisfaction.
5. Removal of work debris from construction activities to City's satisfaction.
6. Testing and cleaning of equipment installed.

C. Related sections

1. Where items specified in other Division 26 sections conflict with the requirements of this Section, the most stringent requirement shall govern.
2. The requirements of this Section apply to all Division 26 work, as applicable.

1.2 REFERENCES

- ##### A. Comply with the latest edition of the following applicable specifications and standards except as otherwise shown or specified:
1. CCR –California Code of Regulations
 - a. Title 8 –Industrial Relations; Section 1 –Department of Industrial Relations
 - 1) Chapter 3.2 -California Occupational Safety and Health Regulations (CAL/OSHA)
 - b. Chapter 4 –Section of Industrial Safety
 - 1) Subchapter 4 -Construction Safety Orders (CSO)
 - c. Title 24 –California Building Standards
 - 1) Part 1 -Building Standards Administrative Code

- d. Part 2 -California Building Code (CBC); International Building Code (IBC) with California amendments
 - e. Part 3 -California Electrical Code(CEC); NFPA 70 National Electrical Code (NEC) with California amendments
 - f. Part 4 -California Mechanical Code (MEC); IAPMO Uniform Mechanical Code (UMC) with California amendments
 - g. Part 5 -California Plumbing Code; IAPMO Uniform Plumbing Code (UPC) with California amendments
 - h. Part 6 -California Energy Code
 - i. Part 9 -California Fire Code; International Fire Code (IFC) with California amendments
 - j. Part 12 -California Reference Standards Code
- 2. IEEE –Institute of Electrical and Electronic Engineers
 - a. C2; National Electrical Safety Code (NESC)
 - 3. All applicable local municipal codes and ordinances.
 - 4. Applicable rules and regulations of local utility companies.

1.3 SUBMITTALS

- A. Product Data
 - 1. Refer to Division 1.
- B. Closeout Submittal
 - 1. Furnish three complete sets of maintenance and operating instructions bound in a binder and indexed to City. Start compiling data upon approval of materials and equipment. Final inspection will not be made until Engineer approves binders. Refer also to Division 1 for additional requirements.
 - 2. Provide one of each tool required for proper equipment operation and maintenance provided under this Division. All tools shall be delivered to the City at project completion.
 - 3. Provide two keys to City for each lock furnished under Division 26.
 - 4. As-Built Drawings
 - a. Refer to Division 1.

1.4 SUBSTITUTIONS

- A. Refer to Division 1.

1.5 CHANGE ORDER PROPOSALS

- A. Refer to Division 1.

1.6 QUALITY ASSURANCE

- A. References to codes, standards, specifications and recommendations of technical societies, trade organizations and governmental agencies shall mean that latest edition of such publications adopted and published prior to bid submittal. Such codes or standards shall be considered a part of this Specification as though fully repeated herein.
- B. Work and materials shall be in full accordance with the latest rules and regulations of applicable state or local laws or regulations and standards of following:
 - 1. National Fire Protection Association (NFPA)
 - 2. California Electrical Code (CEC)
 - 3. California Occupational Safety Health Act (Cal-OSHA)
 - 4. California State Fire Marshall (CSFM)
 - 5. California Code of Regulations (CCR)
 - 6. Electrical Safety Orders, CAC Title 8 (ESO)
- C. All electrical equipment and material furnished under Division 26 shall conform to all CEC requirements and bear the Underwriters' Laboratories (UL) label where applicable.
- D. Nothing in the Construction Documents shall be construed to permit work not conforming to these Codes. Whenever the indicated material, workmanship, arrangement or construction is of high quality or capacity than that required by the above rules and regulations, the Construction Documents shall take precedence. Should there be any direct conflict between the rules and regulations and Construction Documents, the rules shall govern.
- E. All electrical equipment and material furnished under this Division shall conform to NEMA and ASTM standards, CEC and bear the Underwriters' Laboratories (UL) label where such label is applicable.
- F. All electrical work shall conform to manufacturer's written instruction, and the NECA Standard Practices for Good Workmanship in Electrical Contracting and all published recommended practices at the time of project. The Contractor shall use the requirements within the Specifications whenever they exceed NECA guidelines.
- G. Follow manufacturer's direction where these direction cover points not included with the Construction Documents.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Packing, shipping, handling and unloading
 - 1. Damage to the equipment delivered to the site or in transit to the job shall be the responsibility of the Electrical Contractor.
 - 2. Equipment and material delivery shall be scheduled as required for timely, expeditious work progress.
- B. Storage and protection of job equipment is the responsibility Contractor.

1.8 PROJECT CONDITIONS

- A. Discrepancies
 - 1. In the event of discrepancies with the Contract Documents, Engineer shall be notified with sufficient time as stated within Division 1 to allow the issuing of an addendum prior to the bid opening.
 - 2. If, in the event that time does not permit notification of clarification of discrepancies prior to the bid opening, the following shall apply:
 - a. The drawings govern in matters of quantity and specifications govern in matters of quality.
 - b. In the event of conflict within the drawings and specifications involving quantities or quality, the greater quantity or higher quality shall apply. Such discrepancies shall be noted and clarified within the contractor's bid. No additional allowances will be made because of errors, ambiguities, or omissions that should have been discovered during the bid preparation.
- B. Information shown relative to services is based upon available records and data, but shall be regarded as approximate only. Make minor deviations found necessary to conform to actual locations and conditions without extra cost. Verify locations and elevations of utilities prior to commencement of excavation for new underground installation.
- C. Exercise extreme care in excavating near existing utilities to avoid any damage thereto; be responsible for any damage caused by such operations. Contact all utility companies to obtain exact locations prior to commencement of construction.
- D. The plans indicate the general layout and arrangement; the field conditions shall determine exact locations along with direction and layout received from manufacturer representative. Field verify all conditions and modify as required to satisfy design intent. Maintain all required working clearances.
- E. Fees, permits and utility services
 - 1. Obtain and pay for all permits and service charges required for the installation of this work. Arrange for required inspections and secure approvals from authorities having jurisdiction. Arrange for all utility connections and pay charges incurred including excess service charges if any.

2. Extra charges imposed by the electrical and communication utility companies shall be included in the bid, if available. Unless otherwise stated, these charges will be assumed to include in the bid.
 - F. Provide and maintain temporary construction power. The General Contractor will pay for electric energy charges. Should the Electrical Contractor be the prime contractor, the Electrical Contractor shall pay for energy charges unless negotiated with City.
- 1.9 SEQUENCING
- A. Coordinate work within phasing plans as provided by the City.
- 1.10 WARRANTY
- A. Refer to Division 1.

PART 2 -PRODUCTS

2.1 MATERIALS

- A. Materials mentioned herein or on Drawings require that the items be provided and of quality noted or an approved equal. All materials shall be new, full weight, standard in all respects and in first-class condition. Insofar as possible, all materials used shall be of the same brand or manufacturer throughout for each class of material or equipment.
- B. Trade names or catalog numbers stated herein indicates grade or quality of material desired. Materials, where applicable, shall UL labeled and in accordance with NEMA standards.
- C. Dimensions, sizes and capacities shown are a minimum. Do not make changes without written permission of Engineer

2.2 CONCRETE

- A. All concrete work shall comply with all applicable requirements of CalTrans Standard Specifications, which is 3,000 psi at 28 days.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine Construction Documents and Site; be familiar with types of construction where electrical installation is involved. Note carefully other sections of Specifications with their individual cross-references, standard details, etc.
- B. Any work or materials shown either in Construction Documents, but not mentioned herein, or vice versa, shall be executed the same as if mentioned herein, in a workmanlike manner in accordance with all published NECA Standards of Installation.
- C. Coordinate work with other crafts to avoid conflicts, and check all outlet locations with drawings and specifications. Make minor adjustments without additional cost to City.
- D. Engineer will make clarifications and rulings concerning any obvious discrepancies or omissions in work prior and after bidding. Perform all work involved in correcting obvious errors or omissions after award of contract as directed by Engineer at Contractor's expense.
- E. Examine site dimensions and locations against Drawings and become informed of all conditions under which work is to be done before submitting proposals. No allowance will be made for extra expense due to error.
- F. Layouts of equipment, accessories and wiring systems are diagrammatic (not pictorial), but shall be followed as closely as possible. Construction Documents are for assistance and guidance, and exact locations, distance, levels, etc., will be governed by construction; accept same with this understanding.

3.2 INSTALLATION

- A. Working spaces
 - 1. Provide adequate working space around electrical equipment in compliance with Article 4 of Electrical Safety Orders and CEC 110.26. In general provide 78" of headroom and 30" wide minimum clear workspace in front of panelboards and controls. In addition to the above, provide the following minimum working clearances:
 - a. 0V – 150V (line-to-ground) provide 36" minimum clear distance.
 - b. 151V – 600V (line-to-ground) provide 42" minimum clear distance.
- B. Equipment supports
 - 1. Anchor all equipment to structure. Support systems shall be adequate to withstand seismic forces per CBC.
- C. Excavating and backfilling
 - 1. Excavate and backfill as required for installation of Work. Restore all surfaces, roadways, walks, curbs, walls existing underground installations, etc., cut by installations to

original condition in an acceptable manner. Maintain all warning signs, barricades, flares and lanterns as required by ESO and local ordinances.

D. Forming, cutting and patching

1. In new construction, Contractor shall provide any special forming as necessary for the proper installation of work. Be responsible for notifying Contractor that such provision is necessary; layout work and check to see that it suits his requirements.

E. Concrete work

1. Provide concrete work related solely to electrical work. Concrete work, including forming and reinforcing steel installed for all electrical work.

3.3 REPAIR/RESTORATION

- A. Cutting, patching and repairing of existing construction to permit installation of work under Division 26 is the responsibility of Contractor. Repair or replace all damage to existing work in kind to City's satisfaction.
- B. Obtain Engineer's approval prior to performing any cutting or patching of concrete, masonry, wood or steel structure within building.

3.4 FIELD QUALITY CONTROL

A. Inspection of work

1. Working parts shall be readily accessible for inspection, repair and renewal. The right is reserved to make reasonable changes in equipment location shown on Drawings prior to rough in without additional costs to the City.
2. During construction all work will be subject to observation by the Engineer and his representatives. Assist in ascertaining any information that maybe required.
3. Do not allow or cause any work installed hereunder to be covered up or enclosed before it has been inspected and approved. Should any work be enclosed or covered prior to approval, uncover work, and after it has been inspected and approved, restore work of all others to the condition in which it was found at the time of cutting, all without additional costs to City.

B. Furnish all testing equipment as maybe required.

C. Test all wiring and connections for continuity and grounds; where such tests indicate faulty insulation or other defects, locate, repair and re-test.

D. Check rotation of all motors and correct if necessary.

3.5 CLEANING

- A. Repair or replace all broken, damaged or otherwise defective parts without additional cost to City, and leave entire work in a condition satisfactory to Engineer. At completion, carefully clean and adjust all equipment, fixtures and trim installed as part of this work; leave systems and equipment in satisfactory operating condition.
- B. Clean out and remove from the site all surplus materials and debris resulting from this work; this includes surplus excavated materials.

3.6 DEMONSTRATION

- A. At project completion, Contractor shall allot a period of not less than 8 hours for instruction of operating and maintenance personnel in the use of all systems installed under this Division. This time is in addition to any instruction time stated in the Specifications of other sections for other equipment (i.e., solar light, etc.). All personnel shall be instructed at one time, the Contractor shall make all necessary arrangements with manufacturer's representatives as may be required. Contractor, if any, for the above services shall pay all costs.

3.7 PROTECTION

- A. In performance of work, protect work of other trades as well as work under this Division from damage.
- B. Protect electrical equipment, stored and installed, from dust, water or other damage.

END OF SECTION 260500



Not to Scale



Represented by:
SCL-North
805.548.0200 (office)

City of Los Banos - Canal Trail R5

RSL PT Series Light

First Light Technologies Ltd.

Designer
DDCI
Date
2025-06-15
Drawing No.
20250614_City of Los Banos - Canal Trail_R4
Scale
Not to scale
Approved by

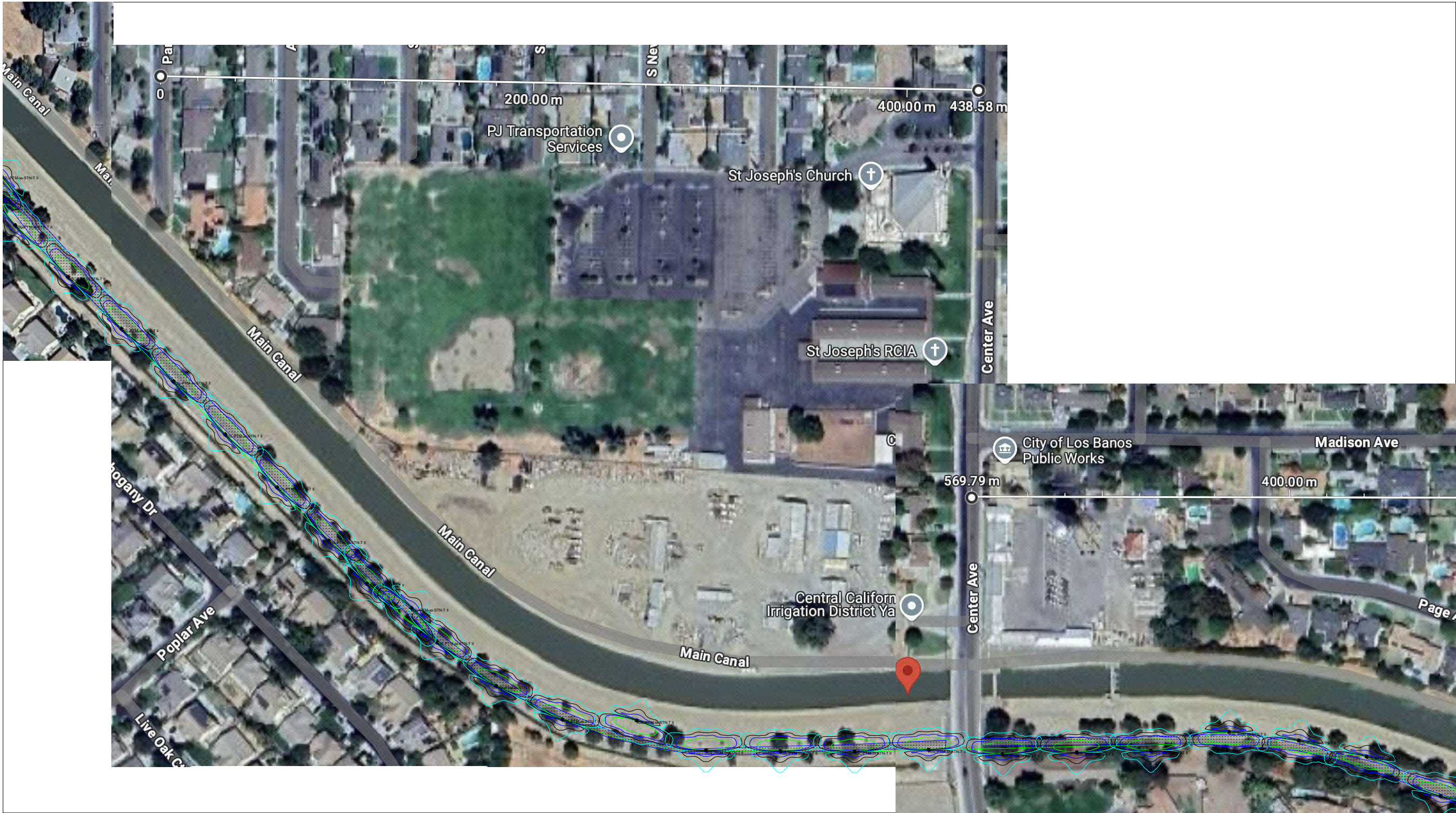


Not to Scale



City of Los Banos - Canal Trail R5 RSL PT Series Light First Light Technologies Ltd.

Designer
DDCI
Date
2025-06-15
Drawing No.
20250614_City of Los Banos - Canal Trail_R4
Scale
Not to scale
Approved by



Not to Scale



City of Los Banos - Canal Trail R5
RSL PT Series Light
First Light Technologies Ltd.

Designer
DDCI
Date
2025-06-15
Drawing No.
20250614_City of Los Banos - Canal Trail_R4
Scale
Not to scale
Approved by

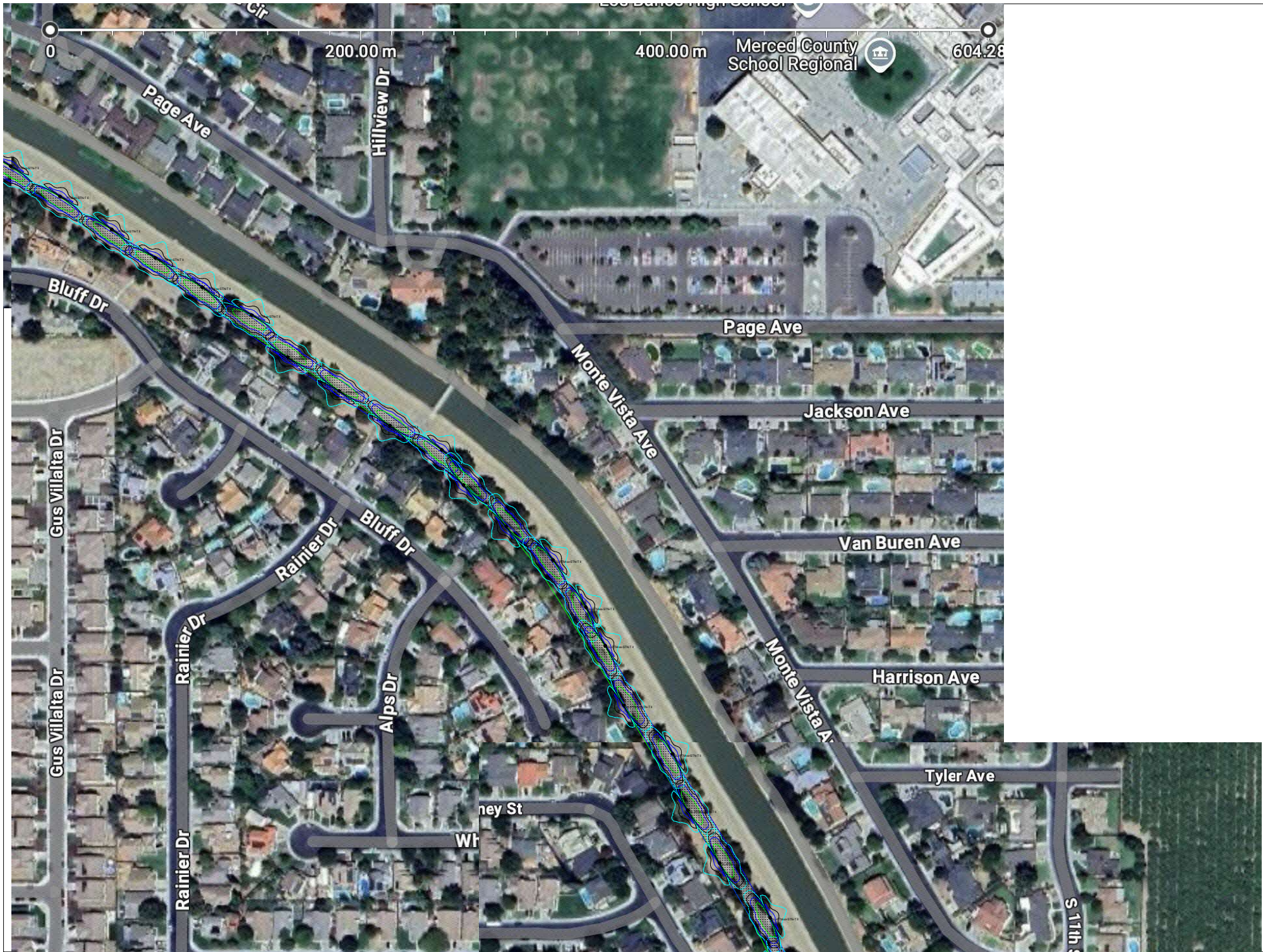


Not to Scale



City of Los Banos - Canal Trail R5
RSL PT Series Light
First Light Technologies Ltd.

Designer
DDCI
Date
2025-06-15
Drawing No.
20250614_City of Los Banos - Canal Trail_R4
Scale
Not to scale
Approved by

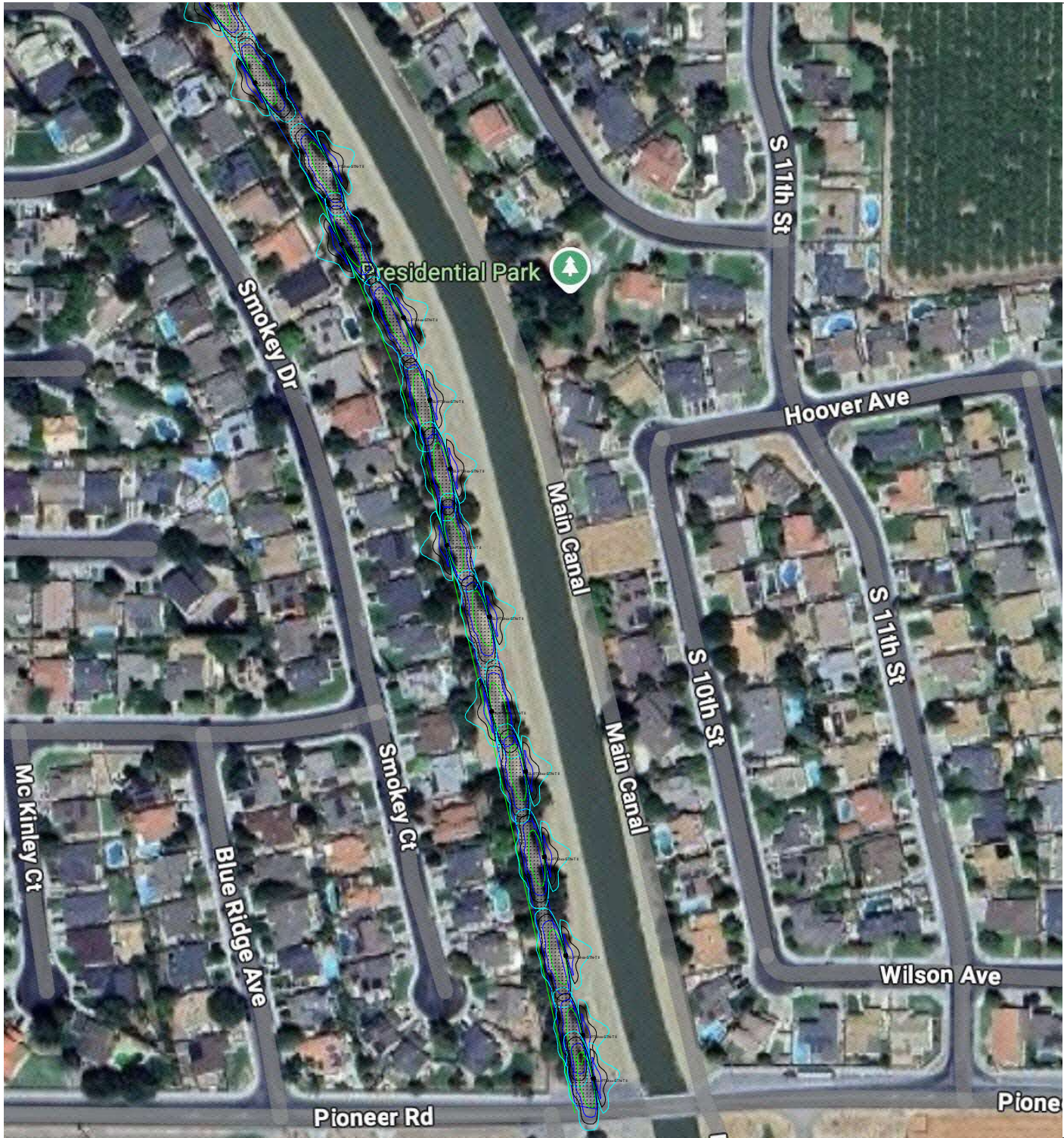


Not to Scale

City of Los Banos - Canal Trail R5
RSL PT Series Light
First Light Technologies Ltd.



Designer
DDCI
Date
2025-06-15
Drawing No.
20250614_City of Los Banos - Canal Trail_R4
Scale
Not to scale
Approved by



Not to Scale

City of Los Banos - Canal Trail R5
RSL PT Series Light
First Light Technologies Ltd.



Designer
DDCI
Date
2025-06-15
Drawing No.
20250614_City of Los Banos - Canal Trail_R4
Scale
Not to scale
Approved by



City of Los Banos - Canal Trail R5
RSL PT Series Light
First Light Technologies Ltd.

Designer
DDCI
Date
2025-06-15
Drawing No.
20250614_City of Los Banos - Canal Trail_R4
Scale
Not to scale
Approved by

Luminaire Schedule									EXHIBIT A - PROJECT EXHIBIT
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Mounting Height	
	81	RSL-PTM-xx-STN-T II	Single	RSL Series MOD#_ RSL-PTM-xx-STN-T2-xx-xx	RSL-PTM-xx-STN-T II	0.900	2937	19.5	

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Trail_1_Planar	Illuminance	Fc	0.64	2.5	0.0	N.A.	N.A.
Trail_2_Planar	Illuminance	Fc	0.60	2.5	0.0	N.A.	N.A.



City of Los Banos - Canal Trail R5
RSL PT Series Light
First Light Technologies Ltd.

Designer
DDCI
Date
2025-06-15
Drawing No.
20250614_City of Los Banos - Canal Trail_R4
Scale
Not to scale
Approved by

FIRSTLIGHT TECHNOLOGIES

RSL SERIES - POST TOP

SOLAR LED INTEGRATED COMMERCIAL AREA LIGHT

Project: _____

Type: _____

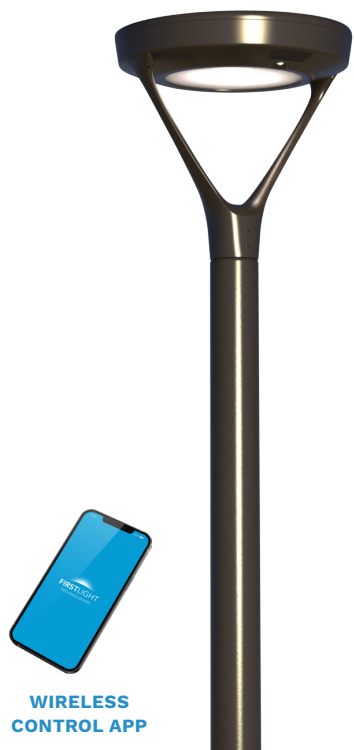
Quantity: _____

The RSL Series solar LED round luminaire is a versatile lighting solution designed for a variety of spaces, from commercial and parking lot spaces to recreational bikeways and public areas. Its self-contained design flawlessly integrates solar power, adaptive control, and LED technologies into a compact, efficient form with optional light diffusion. With its sturdy construction and outstanding performance, the RSL series delivers cost-effective, full-cutoff lighting wherever it's required.

Using solar power and LEDs, the RSL series is completely self-contained and offers significant benefits:

- Cost effective design ships fully assembled and installs in minutes
- Smart Connect provides wireless control & communication with your light
- Low installation cost and minimal site impact with no trenching, cabling or wiring
- Minimal ongoing costs with no electrical bills or bulbs to change
- Operates entirely independent from the grid and is immune to power outages
- A sustainable choice without recurring carbon emissions

All of our solar powered lights are enabled by our innovative Solar Lighting Controller (SLC). The SLC in each light is "self-learning" and allows the lights to predictively adapt to their surroundings, providing a level of lighting performance and reliability unavailable in other solar lighting products.



TECHNICAL SPECIFICATIONS

Solar Module:

- High-efficiency monocrystalline cells
- Inconspicuously integrated into the top of luminaire
- Used for day/night detection (no photocell required)

Solar Lighting Controller (SLC):

- Microcontroller-based technology
- High-efficiency, Maximum Power Point Tracking (MPPT) battery charger
- Built-in high-efficiency LED driver
- Multiyear data logging
- Automatically manages lighting performance based on environmental conditions and lighting requirements
- Integrated into luminaire housing

Battery:

- High performance lithium (LiFePO₄)
- Exceptional 10+ year lifecycle
- High temperature tolerance
- Contained within luminaire housing
- Designed for easy battery changes when required

Wireless Controls:

- Easy-to-use interface via iOS smartphone app
- Configure and control lighting profiles
- Adjust dusk and dawn thresholds
- Motion sensing capabilities optimize performance based on usage

LEDs and Optics:

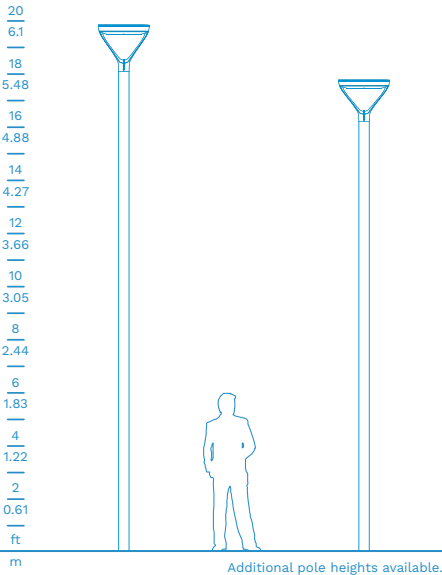
- Optional Diffused Optic reduces glare for more comfortable lighting and great aesthetics
- 100,000 hour L70 lifetime LED
- Extra Warm White (2700K), Warm White (3000K), Neutral White (4000K), and Amber (595nm) LEDs available
- High-efficiency type 2, 3, 4, 4F, and 5, full cutoff optics
- Typical lumen output 3250 lumens
- Optional backlight shield
- Wildlife-friendly amber option available

Mechanical Construction:

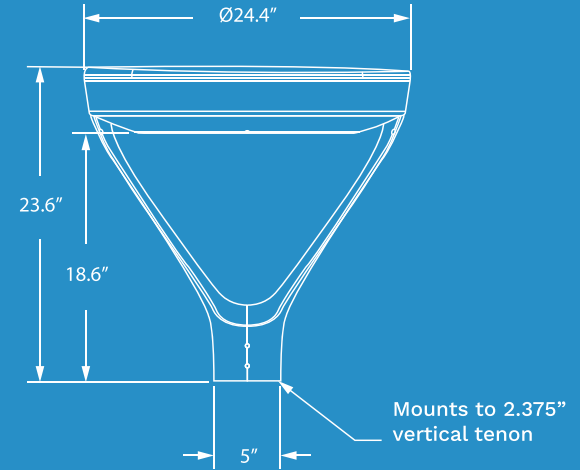
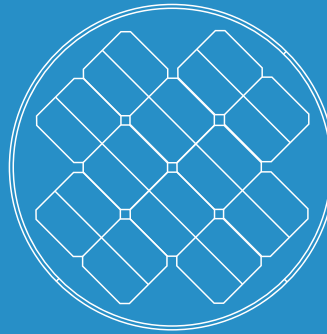
- Die-cast aluminum
- Toolless access
- Stainless fasteners
- Architectural grade, super durable, TGIC powder coat
- Four standard colors with custom colors available

Factory Set Lighting Profiles:

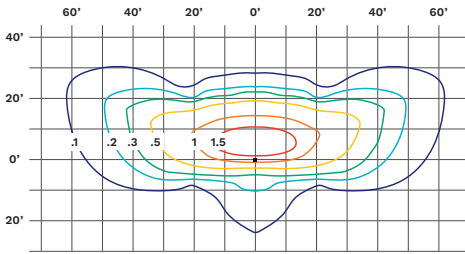
- 11 standard duration profiles available
- Real-time lighting profile options available
- See lighting profile sheet for all options
- Lighting profiles and motion sensing options are field configurable with app
- Motion sensing capabilities optimize performance based on usage



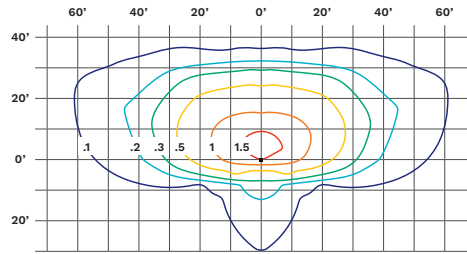
YOKE MOUNT
EPA: TBD FT² (TBD m²)
Weight: TBD lbs (TBD kg)



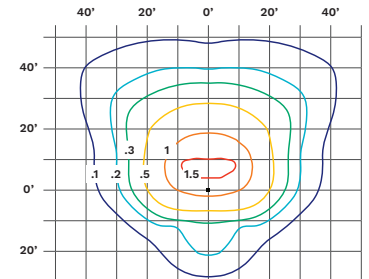
PHOTOMETRICS (IES files available on our website) - **PRELIMINARY, BASED ON STANDARD OPTIC**



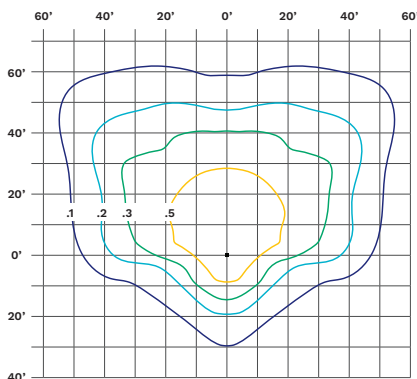
Type 2



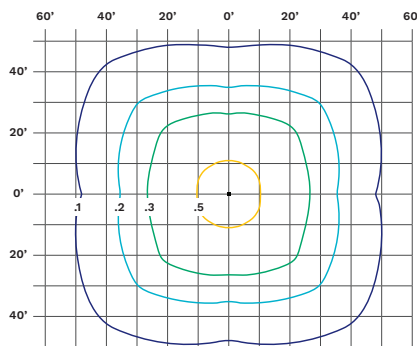
Type 3



Type 4



Type 4F



Type 5

Notes:

- Photometrics based on 20 ft mounting height
- Light levels in foot candles are calculated using 3250 lumens at 4000K color temperature
- To convert to lux multiply light levels by 10.7
- Typical lumen levels based off of Type 5 optic with the default profile using neutral white LEDs
- Contact us for help in choosing the right lighting profile and distribution
- Motion sensing is ON by default
- Specifications subject to change without notice

ORDER MATRIX



Series	Mounting	Finish	Optic	Distribution	LED	Lighting Profiles (Full list on website)	Options
RSL	PTM - Post Top Mount	BK - Black	STN - Standard	T2 - Type 2	XW - 2700K	00 - Dusk till dawn	SEC - Security Fasteners
		BZ - Bronze	DIF - Diffused	T3 - Type 3	WW - 3000K	09 - On at dusk, 100% for 3 hours, dim to 30%, brighten to 100% one hour before dawn, off at dawn (DEFAULT)	MSO - Motion Sensor Off
		SV - Silver		T4 - Type 4	NW - 4000K		BLS - Backlight Shield
		WH - White		T4F - Type 4F	AMB - Amber	TX0000 - On at dusk until time between 1800 & 0600. X = O (Off) or D (Dim). 0000 = time to dim or turn off.	
		CC - Custom		T5 - Type 5			

ENGQUEST

Pole Design

Project Name: First Light RSL Assembly Foundation
Date: 1/2/2024
Location: Riverside, CA
EQ job number: 2320028

Design Criteria:

Code: CBC 2022, AASHTO LTS-6-I3
Nominal Wind Speed: 96 mph, Risk Category II, Exposure C
Seismic: 1.0 Dead Load

Materials:

Aluminum Straight Pole Shaft: 16'Tall, 0.156 in Thick, 5in Base . & 5in Top .
First Light RSL at top: EPA: 1.1sqft Maximum, Weight 80lbs Maximum

Foundation:

2'-6" Diameter with 3'-6" depth Footing

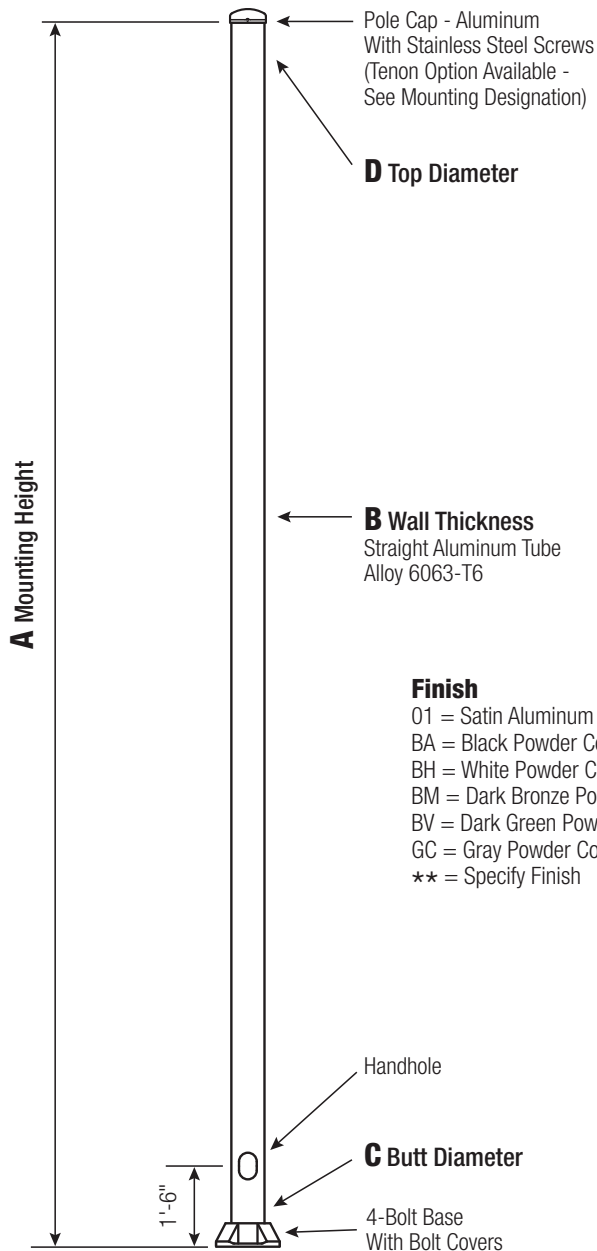
David Tan, P.E.

ENGQUEST.INC
3325 Duluth Highway 120 #101
Duluth, GA 30096
Tel : (678) 878-3533



RSA

Round Straight Aluminum Pole No Arm — 4-Bolt Base



WARNING:
Do not install light pole without luminaire.

Satin Aluminum or Powder Coated
Finish per Customer Specification.

A MTG. HGT.	B WALL THICKNESS	C BUTT DIAMETER	TOTAL LUM. WEIGHT	MAXIMUM EPA					OLD CAT. NUMBER	CATALOG NUMBER
				90	100	110	120	130		
16	0.156"	5	100	9.4	7.0	6.5	5.3	4.4	78S-029	RSA16C5-4-**

C BUTT DIA.	D TOP DIA.	F BOLT CIR. DIA.	G BASE SQ.	H BOLT PROJ.	I BOLT SIZE
5	5	7.5 - 8	7.5	2	.75 x 17 x 3

Dimensions in Inches

CUSTOMER NAME:	
PROJECT:	LOCATION:
NOTES:	QUANTITY:

RSA16C5-4

CATALOG NUMBER

FINISH

Pole

The pole shaft will be constructed of seamless extruded tube of 6063 Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated after base weld to produce a T6 temper.

Base Style

4-Bolt Cast Aluminum Base Flange of Alloy 356-T6 with Aluminum Bolt Covers (Alloy 356-F) and Stainless Steel Hex Head Attaching Screws.

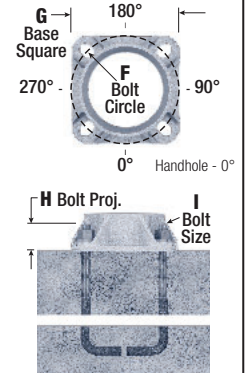


Handhole

2" x 4" Handhole with curved Lap Style Aluminum Door and two (2) SS Self-Tapping Attaching Screws. A Grounding Provision incorporating a tapped 1/4"-20NC hole is provided opposite the Handhole.

Anchorage

Anchorage Kit will include four (4) L-shaped Steel Anchor Bolts conforming to AASHTO M314-90 Grade 55. Ten inches (10") of threaded end will be galvanized per ASTM A153. Kits will contain four (4) Hex Nuts, four (4) Lock Washers, and four (4) Flat Washers (all components Galvanized Steel). A bolt circle template will be provided.

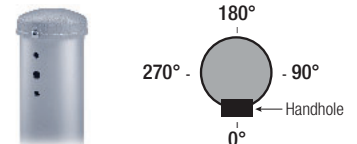


Vibration Damper

When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.

Mounting Designation

Side Drill Mount - For Side Drill Mount applications specify luminaire type, quantity and orientation. A luminaire drilling template must be supplied at time of order.



Tenon Mount

For Tenon Mount applications specify both Tenon diameter (2.375", 2.875", 3.5", etc.) and length (3", 4", etc.).



EPA Notes: Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult the factory.



26252 Hillman Highway
Abingdon, VA 24210
800.368.7171
www.hapco.com

Pole Data

Pole Name	L(ft)	d(in)	D(in)	t(in)	Material	$\rho(\text{lb/in}^3)$	Shape
Straight pole	16	5.00	5.00	0.16	Aluminum	0.1000	Round Tube

Elements data

$P_z = 0.00256K_zI_rC_DGV^2$		[AASHTO LTS 6 Eq. 3.8.3-1]						
$K_z = 2.01\left(\frac{z}{z_g}\right)^{\frac{2}{\alpha}}$		$z_g = 900$ $\alpha = 9.5$						
Elements	h(ft)	A(ft ²)	C _D	K _z	P _z (psf)	W(lbf)	L _x (ft)	L _y (ft)
Straight pole	16.00	6.67	1.20	0.856	27.63	45.58	0	0
Top Fixture	16.00	1.10	1.20	0.856	27.63	80.00	1	0
					P _u (kip)	0.1256		

Wind Data

V _{nom}	96	mph
Exposure	C	
G	1.14	
Hurricane Region	No	
Structure Type	Luminaire support structures	
I _r	1.00	

Elements Wind Loading (X Direction)

Elements	F _W (lbf)	L _{BM1} (ft)	M _{B1} (lbf-ft)	L _{Torque} (ft)	M _{torque} (lbf-ft)	W (lbf)	M _{B2} (lbf-ft)	M _{BT} (lbf-ft)
Straight pole	184.23	8.00	1473.84	0.00	0.00	45.58	0.00	1473.84
Top Fixture	30.40	16.00	486.37	1.00	30.40	80.00	80.00	566.37
Total	214.63				30.40	125.58		2040.21
							M _u (kip-ft)	2.04
							V _u (kip)	0.21
							T _u (kip-ft)	0.03

Elements Wind Loading (Y Direction)

Elements	F _W (lbf)	L _{BM1} (ft)	M _{B1} (lbf-ft)	L _{Torque} (ft)	M _{torque} (lbf-ft)	W (lbf)	M _{B2} (lbf-ft)	M _{BT} (lbf-ft)
Straight pole	36.85	8.00	294.77	0.00	0.00	45.58	0.00	294.77
Top Fixture	6.08	16.00	97.27	0.00	0.00	80.00	0.00	97.27
Total	42.93				0.00	125.58		392.04
							M _u (kip-ft)	0.39
							V _u (kip)	0.04
							T _u (kip-ft)	0.00

Elements Seismic Loading

$F_s = 1 W$

Elements	W (lbf)	F _S (lbf)	L _{BM1} (ft)	M _{B1} (lbf-ft)	L _{Torque} (ft)	M _{torque} (lbf-ft)	M _{B2} (lbf-ft)	M _{BT} (lbf-ft)
Straight pole	45.58	45.58	8.00	364.64	0.00	0.00	0.00	364.64
Top Fixture	80.00	80.00	16.00	1280.00	1.00	80.00	80.00	1360.00
Total	125.58	125.58				80.00		1724.64
							M _u (kip-ft)	1.72
							V _u (kip)	0.13
							T _u (kip-ft)	0.08

Maximum loading

Shear Load Control by **Wind**

Bending Moment Control by **Wind**

Torsion Control by **Seismic**

Load Combination=DL+EL or DL+WL

P _u	V _{ux}	V _{uy}	V _u	M _{TX}	M _{TY}	M _{Torque}
kip	kip	kip	kip	kip-ft	kip-ft	kip-ft
0.13	0.21	0.13	0.25	2.04	0.39	0.08

Pole Footing Embedded in Soil

Project File: pole.ec6

LIC# : KW-06017177, Build:20.23.08.30

ENGQUEST INC.

(c) ENERCALC INC 1983-2023

DESCRIPTION: Foundation

Code References

Calculations per IBC 2021 1807.3, ASCE 7-16

Load Combinations Used : IBC 2021

General Information

Pole Footing Shape Circular
Pole Footing Diameter 30.0 in
Calculate Min. Depth for Allowable Pressures
No Lateral Restraint at Ground Surface
Allow Passive 120.0 pcf
Max Passive 1,000.0 psf

Controlling Values

Governing Load Combination **D+0.60W**
Lateral Load 0.1290 k
Moment 1.226 k-ft

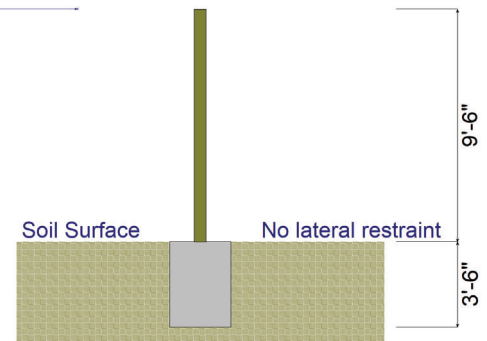
NO Ground Surface Restraint

Pressures at 1/3 Depth
Actual **138.592** psf
Allowable **138.825** psf

Minimum Required Depth 3.50 ft

Footing Base Area 4.909 ft²
Maximum Soil Pressure 0.02567 ksf

Point Load



Applied Loads

Lateral Concentrated Load (k)		Lateral Distributed Loads (kl)		Vertical Load (k)
D : Dead Load	k		k/ft	0.1260 k
Lr : Roof Live	k		k/ft	k
L : Live	k		k/ft	k
S : Snow	k		k/ft	k
W : Wind	0.2150 k		k/ft	k
E : Earthquake	0.0 k		k/ft	k
H : Lateral Earth	k		k/ft	k
Load distance above ground surface	9.50 ft	TOP of Load above ground surface	ft	
		BOTTOM of Load above ground surface	ft	

Load Combination Results

Load Combination	Forces @ Ground Surface		Required Depth - (ft)	Pressure at 1/3 Depth		Soil Increase Factor
	Loads - (k)	Moments - (ft-k)		Actual - (psf)	Allow - (psf)	
D Only	0.000	0.000	0.13	0.0	0.0	1.000
+D+0.60W	0.129	1.226	3.50	138.6	138.8	1.000
+D+0.450W	0.097	0.919	3.25	124.9	125.1	1.000
+0.60D+0.60W	0.129	1.226	3.50	138.6	138.8	1.000
+0.60D	0.000	0.000	0.13	0.0	0.0	1.000

CONCRETE REINFORCING

A. CONCRETE REINFORCEMENT FOR THE PROJECT SHALL CONFORM TO THE FOLLOWING:

1. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL IN ACCORDANCE ASTM A615, GRADE 60, UNLESS NOTED OTHERWISE IN THE STRUCTURAL DRAWINGS OR THESE NOTES.
- B. DETAILING OF REINFORCING STEEL SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE 315 DETAILING MANUAL AND ALL HOOKS AND BENDS IN REINFORCING BARS SHALL CONFORM TO ACI DETAILING STANDARDS, UNLESS NOTED OTHERWISE ON THE STRUCTURAL DRAWINGS.
- C. WELDING OF REINFORCING STEEL WILL NOT BE PERMITTED UNLESS SPECIFICALLY SHOWN ON THE STRUCTURAL DRAWINGS.
- D. HEAT SHALL NOT BE USED IN THE FABRICATION OR INSTALLATION OF REINFORCEMENT.
- E. REINFORCING STEEL CLEAR COVER SHALL BE AS FOLLOWS:

COVER (INCHES)

- | | |
|--|--------|
| 1. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: | 3" |
| 2. CONCRETE EXPOSED TO EARTH OR WEATHER: | |
| #6 BARS THROUGH #18 BARS | 2" |
| #5 BARS OR SMALLER | 1 1/2" |

CAST-IN-PLACE CONCRETE

A. CLASSES OF CONCRETE

ALL CONCRETE SHALL CONFORM TO THE REQUIREMENTS AS SPECIFIED IN THE TABLE BELOW, UNLESS NOTED OTHERWISE ON THE STRUCTURAL DRAWINGS:

CONCRETE MIX SCHEDULE:

STRENGTH @ 28 DAYS PSI	AGG. TYPE	AGG. SIZE	SLUMP INCHES	A	CONCRETE USE
3000	NWT	1 1/2"	4"	-	CONCRETE FOUNDATION

- a. "NWT" REFERS TO NORMAL CONCRETE HAVING AIR DRY UNIT WEIGHT OF APPROXIMATELY 145 PCF (ASTM 33 AGGREGATE).
 - b. WHERE W/C RATIO IS NOT INDICATED IN THE CONCRETE MIX SCHEDULE, IT SHALL BE AS NECESSARY TO MEET STRENGTH REQUIREMENTS.
 - c. "STRENGTH" IS REQUIRED COMPRESSIVE CYLINDER STRENGTH AT AN AGE OF 28 DAYS.
- B. A MAXIMUM OF 20% OF THE CEMENTIOUS MATERIALS USED IN MIX DESIGNS MAY BE REPLACED WITH CLASS C OR F FLY ASH.
- C. FLY ASH SHALL NOT BE USED IN ARCHITECTURALLY EXPOSED CONCRETE.
- D. PROVIDE 5 PERCENT PLUS OR MINUS 1 1/2 PERCENT OF ENTRAINED AIR IN CONCRETE PERMANENTLY EXPOSED TO THE WEATHER AND ELSEWHERE AT THE CONTRACTOR'S OPTION.

ENGQUEST

3325 Duluth Hwy 120, #101
DULUTH, GA 30096
TEL: (678) 878-3533
www.engquest.com

POLE FOUNDATION
RIVERSIDE, CALIFORNIA

GENERAL NOTES

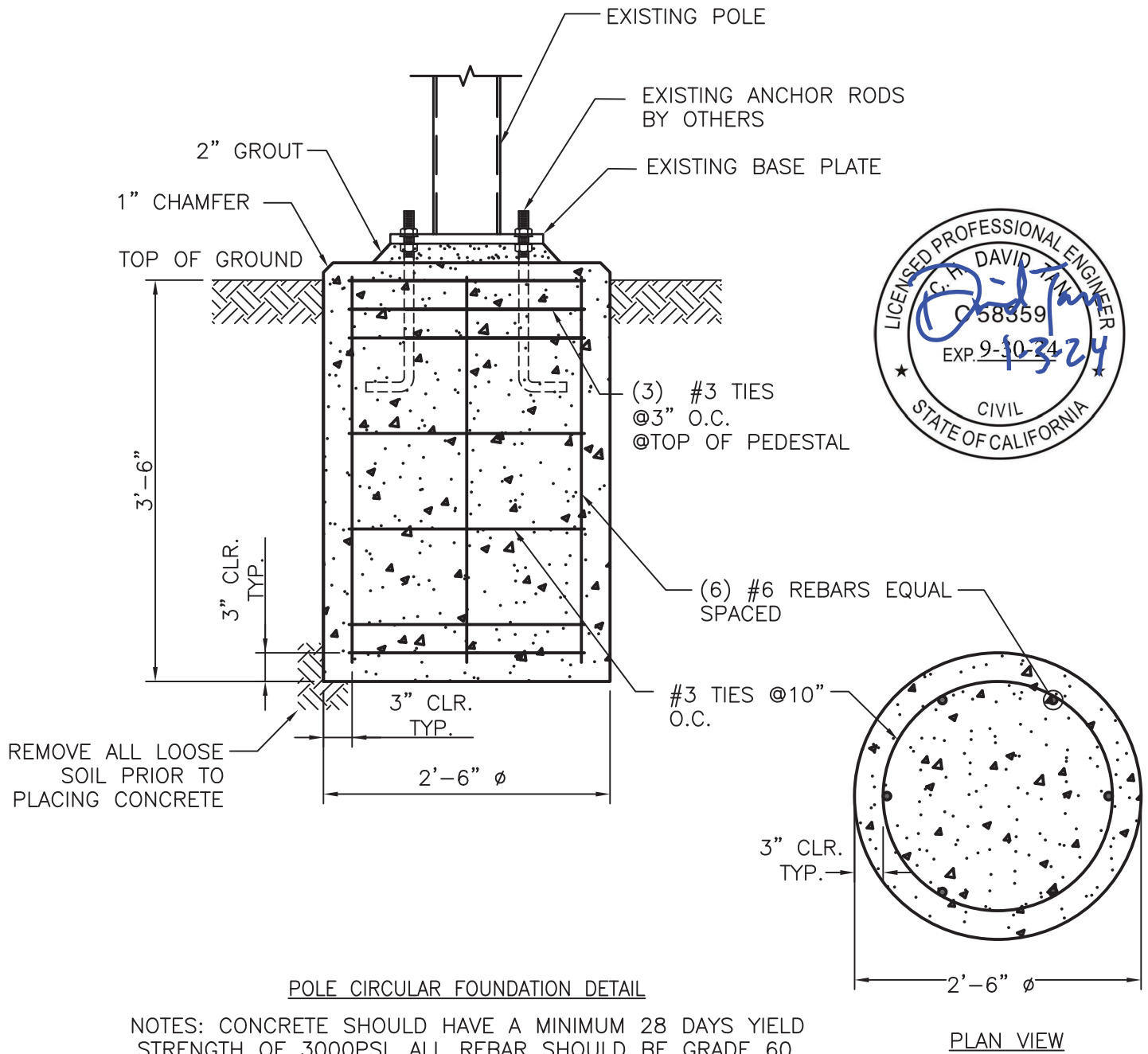
JOB NO. 2320028

DATE 01/02/2024

CHECKED: GW

SCALE: NOT-SCALE

01



ENGQUEST

3325 Duluth Hwy 120, #101
 DULUTH, GA 30096
 TEL: (678) 878-3533
 www.engquest.com

POLE FOUNDATION
 RIVERSIDE, CALIFORNIA

FOUNDATION
 FOR
 POLE

JOB NO. 2320028
 DATE 01/02/2024
 CHECKED: GW
 SCALE: NOT-SCALE

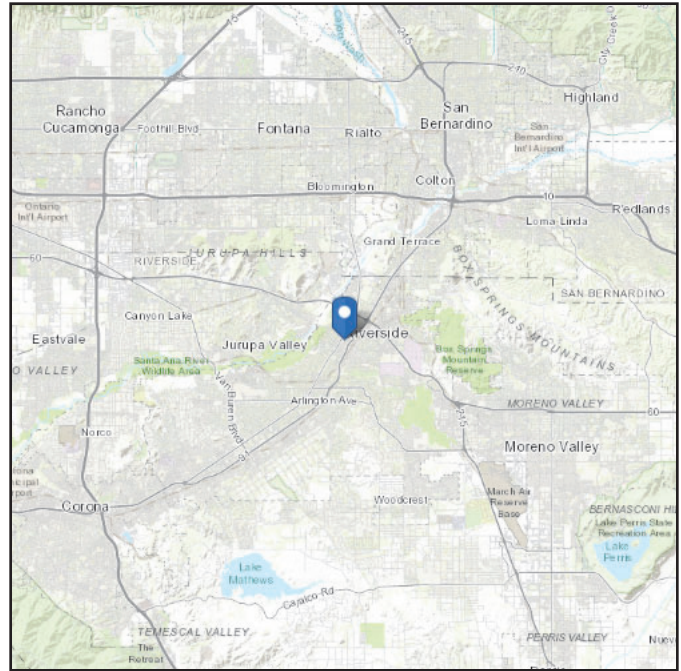
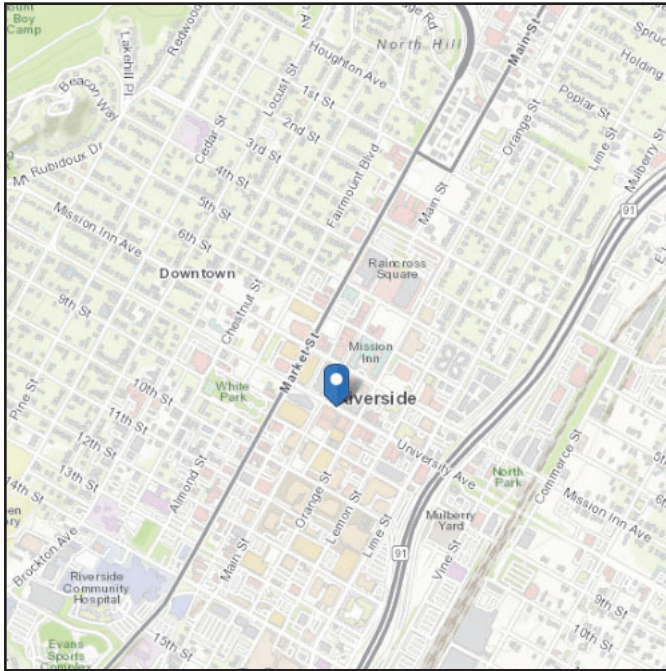
02

ASCE 7 Hazards Report

Address:
Riverside
California,

Standard: ASCE/SEI 7-16
Risk Category: II
Soil Class: D - Default (see
Section 11.4.3)

Latitude: 33.98171
Longitude: -117.37404
Elevation: 850.9912037277807 ft
(NAVD 88)



Wind

Results:

Wind Speed	96 Vmph
10-year MRI	66 Vmph
25-year MRI	72 Vmph
50-year MRI	77 Vmph
100-year MRI	82 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2

Date Accessed: Tue Jan 02 2024

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.

Site Soil Class: D - Default (see Section 11.4.3)

Results:

S_s :	1.5	S_{D1} :	N/A
S_1 :	0.6	T_L :	8
F_a :	1.2	PGA :	0.536
F_v :	N/A	PGA _M :	0.644
S_{MS} :	1.8	F_{PGA} :	1.2
S_{M1} :	N/A	I_e :	1
S_{DS} :	1.2	C_v :	1.4

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Tue Jan 02 2024

Date Source: [USGS Seismic Design Maps](#)

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided “as is” and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

ASCE does not intend, nor should anyone interpret, the results provided by this Tool to replace the sound judgment of a competent professional, having knowledge and experience in the appropriate field(s) of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the contents of this Tool or the ASCE 7 standard.

In using this Tool, you expressly assume all risks associated with your use. Under no circumstances shall ASCE or its officers, directors, employees, members, affiliates, or agents be liable to you or any other person for any direct, indirect, special, incidental, or consequential damages arising from or related to your use of, or reliance on, the Tool or any information obtained therein. To the fullest extent permitted by law, you agree to release and hold harmless ASCE from any and all liability of any nature arising out of or resulting from any use of data provided by the ASCE 7 Hazard Tool.

MODEL RSL

Self-Contained Solar Post Top Luminaire Specification Package



PRODUCT GUIDE SPECIFICATION

Specifier Notes: This product guide specification is written according to the Construction Specifications Institute (CSI) 3-Part Format, including *MasterFormat*, *SectionFormat*, and *PageFormat*, as described in *The Project Resource Manual—CSI Manual of Practice, Fifth Edition*.

The section must be carefully reviewed and edited by the Specifier to meet the requirements of the project and local building code. Coordinate this section with other specification sections and the Drawings. Delete all “Specifier Notes” after editing this section.

SELF LEARNING INTEGRATED SOLAR POWERED LED COMMERCIAL LIGHTS

Specifier Notes: This section covers First Light Technologies “RSL series” solar commercial light. Consult First Light Technologies for any required assistance in editing this section for the specific application.

1. General

a. Section Includes

i. RSL Series Integrated Solar Commercial Lights.

b. References

Specifier Notes: List standards referenced in this section, complete with designations and titles. This article does not require compliance with standards but is merely a listing of those used.

i. Testing Standards:

1. TM-21-11 Projecting Long-Term Luminous Flux, Photon Flux, and Radiant Flux Maintenance of LED Light Sources
2. LM-80-08 Measuring Lumen Maintenance of LED Light Sources
3. UL 8801 8.3 Battery Charging Circuit Abnormal Test
4. UL 8801 8.4 Battery Discharge Abnormal Test
5. UL 8801 8.5 Static Load Mounting Means Test
6. UL 8801 8.6.1 Drop Impact Test
7. UL 8801 8.6.2 Resistance to Compression Forces Test
8. ASTM B117 - 11 Standard Practice for Operating Salt Spray (Fog) Apparatus

9. ASTM D523 - 08 Standard Test Method for Specular Gloss
10. ASTM D714 - 02(2009) Standard Test Method for Evaluating Degree of Blistering of Paints
11. ASTM D968 - 05(2010) Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
12. ASTM D1654 - 08 Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
13. ASTM D2247 - 11 Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity
14. ASTM D3359 - 09e2 Standard Test Methods for Measuring Adhesion by Tape Test
15. ASTM D3363 - 05(2011)e2 Standard Test Method for Film Hardness by Pencil Test
16. ASTM D5723 - 95(2010) Standard Practice for Determination of Chromium Treatment Weight on Metal Substrates by X-Ray Fluorescence
17. ASTM D 4214-98, Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films
18. ASTM D 4585-99, Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation

ii. ISO Vendors:

1. ISO 9001/2008 Certified Metal Manufacturers and electronics manufacturers

iii. Master Specifications:

1. Construction Specification Institute
MasterFormat® Specifications 2020
2. Canadian National Master Specifications (NMS) 2023-10

c. Submittals

- i.** Specification Sheet: Submit manufacturer's product specification showing technical features, dimensioned line drawings, photometrics and product order matrix.
- ii.** Installation sheet: Submit manufacturer's installation sheet.
- iii.** Warranty: Manufacturer's standard warranty.

d. Quality Assurance

- i.** Comply with Section [01 43 00 – Quality Assurance.]

e. Delivery, Storage, and Handling

- i.** Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- ii.** Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.

- e. Smartphone App (Solar Light Control)**

- i. Through the wireless interface, the operation of the light can be optimized through the Solar Light Control App which is available on the iOS app store. This app shall enable changes to the lighting profile, motion sensor control, day/night transition thresholds, firmware updating and data log and location access.
- f. Motion Sensor
 - i. The motion sensor shall be integrated into the circular chassis.
- g. Solar Module
 - i. The solar module shall be a frameless, back-connected mono-crystalline module seamlessly integrated into the top of the luminaire with 1 degree tilt so that it will not build up dust, dirt, or any other fouling materials.
 - ii. The solar module shall be laminated with tempered glass.
 - iii. The solar module cell efficiencies shall be greater than 20%.
- h. Lithium Battery
 - i. The batteries shall be lithium iron phosphate with a cycle life exceeding 8 years.
 - ii. The batteries shall utilize sealed ABS cases and all connectors shall be sealed and keyed for plug & play installation.
 - iii. Each battery shall weigh no more than 6 pounds for simple installation and maintenance when required.
- i. LED Light Engine
 - i. The LED light engine shall be modular for simple replacement and upgrading if required.
 - ii. The light engine shall be available with IES type 2, 3, 4, 4F and 5 distributions. Third party tested photometry shall be available.
 - iii. LED color temperatures of 4000K, 3000K, 2700K and Amber shall be supported.
 - iv. Light engine efficacies shall be greater than 129 lumens per Watt with clear lens, with no more than 20% reduction in efficacy with diffuse lens.
 - v. LED light engine connectors shall be sealed and keyed.
 - vi. The LED light engine shall be Dark-sky compliant.
 - vii. The LED light engine shall be capable of IP55 performance.
 - viii. Maximum lumen output will be no less than 4466 lumens.
- j. Lighting Profiles
 - i. As a minimum, the self-contained solar powered luminaire must have 11 programmable duration-based lighting profiles as well as customizable time-based lighting profiles (see below):

Lighting Profile	Description
Dusk till dawn	On at dusk, off at dawn
Dark +6 hours then off	On at dusk, off after 6 hours
Dark +6 hours then 30%	On at dusk, dim to 30% after 6 hours, off at dawn
Dark +5 hours, off, Dawn -1 hour	On at dusk, off after 5 hours, on 1 hour before dawn, off at dawn
Dark +5 hours, 30%, Dawn -1 hour	On at dusk, dim to 30% after 5 hours, brighten to 100% 1 hour before dawn, off at dawn
Dark +3 hours then off	On at dusk, off after 3 hours
Dark +4 hours then off	On at dusk, off after 4 hours
Dark +4 hours, off, Dawn -1 hour	On at dusk, of after 4 hours, on 1 hour before dawn, off at dawn
Off	Off (typically used with motion sensing)
Dark + 3 hours, 30%, Dawn -1 hour	On at dusk, dim to 30% after 3 hours, brighten to 100% 1 hour before dawn, off at dawn
Dusk till dawn, 30%	30% at dusk, off at dawn
Time Based	Real time-based where you can choose a specific time for the light to turn off or dim

- ii.** Lighting profiles are either preprogrammed at factory or field configurable via Solar Light Control Smartphone App

k. Mechanical

- i.** Luminaire chassis components shall be aluminum and be powdered coated with a super-durable, architectural grade powder coating.
- ii.** All fasteners shall be corrosion-resistant steel.
- iii.** The luminaire shall have toolless access to the battery compartment.
- iv.** Field wiring or on-site system assembly as part of luminaire installation is not acceptable.

l. Commissioning and Installation

- i.** Installation of the luminaire shall only take 5 minutes.

- ii.** The luminaire shall use an automatic self test when the battery is connected.
- iii.** No further commissioning is required for duration-based lighting profiles.
- iv.** For time-based lighting profiles, the luminaire must be connected using the solar lighting control application to synchronize time and location data.

m. Five Year Warranty

- i.** All materials and component parts, including batteries (where applicable), are guaranteed to be free from defects of material and/or workmanship for a period of five years. The manufacturer assumes no responsibility for installation or proper selection of its products. This warranty excludes field labor or service charges related to the repair or replacement of the product.

3. Solar Powered Post Top Luminaire Purchase Specifications – Model RSL

a. Manufacturer

- i.** Acceptable Manufacturer:
First Light Technologies Ltd.,
3303B Tennyson Ave, Victoria, British Columbia, V8Z 3P5
Local Contact: sean@sclnorth.com 805-441-0070

b. Self Contained Solar LED Post Top Luminaire

- i.** Model: First Light Technologies Ltd., Model RSL

c. Design:

- i.** Luminaire made up of circular chassis mounted to post top yoke providing 360-degree illumination constructed of cast aluminum with fully integrated solar module, battery, Solar Lighting Controller and LED light engine.

d. Dimensions:

- i.** Circular chassis: 24.4 in diameter x 5.0 in height
- ii.** Yoke: 24.0 in width x 5.0 in depth x 18.6 in height

e. Fasteners

- i.** All fasteners to be corrosion-resistant steel
- ii.** Option for security fasteners for theft prevention

f. Color Coating:

- i.** Type: Outdoor, Architectural grade, TGIC polyester powder coat. Finish in accordance with AAMA 2604-05 test procedures
- ii.** Color: [Black] [Bronze] [White] [Silver]

g. Installation:

- i.** Luminaire shall arrive in one box and require five minutes or less for

installation.

h. LED Light Engine:

- i.** The light engine must be manufactured by First Light Technologies and include 8 High-output Cree light-emitting diodes (LEDs), each outputting a maximum of 560 lumens: with 100,000 hours L70 lifetime.
- ii.** Minimum 90% efficiency secondary optics for each LED, which provide full cutoff performance for stray light minimization.
- iii.** LED Color Temperature: [Neutral White, 4000K] [Warm White, 3000K] [Extra Warm White, 2700K] [Amber]
- iv.** Optics made with optical grade PMMA material.
- v.** Lighting Distributions: [Type 2], [Type 3], [Type 4], [Type 4F], [Type 5]
- vi.** Third Party IES files available for photometric evaluation

i. Solar Module:

- i.** High-efficiency, back connected, mono-crystalline cells with a frameless module integrated into fixture top.
- ii.** Solar module efficiency shall be greater than 20%.
- iii.** The solar module top shall be tempered glass for vandal resistance.

j. Lithium Batteries:

- i.** Quantity two, recharged by solar module via the solar lighting controller.
- ii.** Type: 13.3V, 20Ah lithium iron phosphate (LFP).
- iii.** Each battery shall weigh no more than 6 pounds.
- iv.** Cycle Life must exceed 8 years.

k. Wiring:

- i.** All wire harnessing connected with shrouded, sealed and keyed connectors, designed for mistake-resistant assembly.

l. Solar Lighting Controller (SLC):

- i.** The solar lighting controller must be manufactured by First Light Technologies.
- ii.** Fully integrated solar light controller, with self-learning, predictive adaptive power management capabilities
- iii.** Microcontroller for full system monitoring and control
- iv.** Microcontroller, charge controller, LED driver, and data logging contained in a single PCBA.
- v.** Housed in a potted aluminum enclosure for ingress protection.
- vi.** Power efficiency must be greater than 90% for states of charge between 80% and 100%.
- vii.** Maximum power point tracking (MPPT) charge controller
- viii.** Battery reverse polarity and open circuit and short circuit protection
- ix.** High efficiency, buck/boost, Pulse Width Modulation (PWM) controlled LED driver
- x.** Automatic, self-configuration for site specific performance optimization

- xi.** Internal data logging capabilities with 3-year storage capacity
- xii.** Eleven Lighting Profiles: Preprogrammed at factory or field configurable via Solar Light Control Smartphone App.

On at dusk, off at dawn
On at dusk, off after 6 hours
On at dusk, dim to 30% after 6 hours, off at dawn
On at dusk, off after 5 hours, on 1 hour before dawn, off at dawn
On at dusk, dim to 30% after 5 hours, brighten to 100% 1 hour before dawn, off at dawn
On at dusk, off after 3 hours
On at dusk, off after 4 hours
On at dusk, of after 4 hours, on 1 hour before dawn, off at dawn
Off (typically used with motion sensing)
On at dusk, dim to 30% after 3 hours, brighten to 100% 1 hour before dawn, off at dawn
On at 30% at dusk, off at dawn
Real time-based where you can choose a specific time for the light to turn off or dim

m. Five Year Warranty

- i.** All materials and component parts, including batteries (where applicable), are guaranteed to be free from defects of material and/or workmanship for a period of five years. The manufacturer assumes no responsibility for installation or proper selection of its products. This warranty excludes field labor or service charges related to the repair or replacement of the product.

4. EXAMINATION

- a.** Examine areas to receive lights.
- b.** Notify the Architect of conditions that would adversely affect installation or subsequent use.

- c.** Do not begin installation until unacceptable conditions are corrected.

5. INSTALLATION

- a.** Install lights in accordance with manufacturer's instructions at locations indicated on plans.
- b.** Install lights plumb.

6. CLEANING

- a.** Clean lights promptly after installation in accordance with manufacturer's instructions.
- b.** Do not use harsh cleaning materials, abrasives or methods that could damage finish.

7. PROTECTION

- a.** Protect installed lights to ensure that, except for normal weathering, luminaires will be without damage or deterioration at time of Substantial Completion.

8. WARRANTY

All materials and component parts, including batteries (where applicable), are guaranteed to be free from defects of material and/or workmanship for a period of five years. The manufacturer assumes no responsibility for installation or proper selection of its products. This warranty excludes field labor or service charges related to the repair or replacement of the product.

END OF SECTION