

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
804 FIRST STREET
NAPA, CALIFORNIA 94559**

SPECIFICATIONS

FOR

Water Treatment Plant Generator Project, LB 22-04

NOTICE TO CONTRACTORS

CONTRACT FOR CONSTRUCTION

PROPOSAL FORM

SPECIAL PROVISIONS:

SECTION 'A' – GENERAL CONDITIONS

SECTION 'B' – GENERAL REQUIREMENTS

Contractor shall possess a Class A or C-10 license at the time of contract award, and have current registration with the DIR.

BID OPENING DATE: August 25, 2022

Approved: _____
Christopher M. Silke, P.E. District Engineer RCE# 87040

TABLE OF CONTENTS

NOTICE TO CONTRACTORS

PROPOSAL FORMS P-1 – P-13

CONTRACT FOR CONSTRUCTION C-1 – C-3

BIDDER'S BOND BB-1 – BB-2

PERFORMANCE BOND PB-1

LABOR & MATERIAL BOND LMB-1

SPECIAL PROVISIONS- SECTION "A"

GENERAL CONDITIONS

1. *LOCATION*1

2. *DESCRIPTION OF WORK*1

3. *DEFINITIONS AND TERMS*1

4. *CONTRACT DOCUMENTS*2

5. *DIFFERING SITE CONDITIONS*2

6. *BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES*3

7. *SPECIALTY ITEMS*3

8. *PREVAILING WAGES*3

9. *PAYROLL RECORDS*3

10. *PROPOSAL REQUIREMENTS AND CONDITIONS*4

11. *AWARD AND EXECUTION OF THE CONTRACT*4

12. *SCOPE OF WORK*4

13. *CHANGE ORDERS*5

14. *CONTROL OF THE WORK*5

15. *LEGAL RELATION AND RESPONSIBILITY*5

16. *PROSECUTION AND PROGRESS*7

17. *TERMINATION FOR CONVENIENCE OF THE DISTRICT*8

18. *MEASUREMENT AND PAYMENT*9

19. *MISCELLANEOUS PROVISIONS*16

20. *OWNER'S RIGHT TO DO WORK*17

21. *EQUAL OPPORTUNITY EMPLOYMENT*18

22. *DISTRICT POLICIES ON WASTE, HARASSMENT, DRUG/ALCOHOL, VIOLENCE*19

23. *REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR*.....19

24. *SUPERVISION AND CONSTRUCTION PROCEDURES*.....20

25. *INTERPRETATION; VENUE*.....20

25. *PROVISIONS NOT APPLICABLE*.....21

SPECIAL PROVISIONS - SECTION 'B'

GENERAL REQUIREMENTS/TECHNICAL

1. *GENERAL REQUIREMENTS*1

2. *SUBMITTAL SCHEDULE*.....3

3. *GENERATOR SPECIFICATIONS (SECTION 16235)*4

ATTACHMENTS (SITE PHOTOS, MAPS)

PREVAILING WAGE RATES

PLANS

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
STATE OF CALIFORNIA**

NOTICE TO CONTRACTORS

Proposals shall be submitted under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefore. Proposals which are not properly marked will be rejected. Sealed proposals will be received at the office of the Lake Berryessa Resort Improvement District, located within the Napa County Flood Control and Water Conservation District Office at 804 First Street, Napa California, **until 3:30 P.M. on August 25, 2022 (no bids will be accepted after 3:30 P.M.)** after which they will be opened and read under the social distancing protocol in enforcement at the time, for the construction in accordance with the Plans and Special Provisions thereto, to which special reference is made as follows:

LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 22-04

Engineer Estimate: \$100,000

Bids are required for the entire work called for by the Plans and Specifications, and neither partial nor contingent bids will be considered. In conformance with Public Contract Code Section 20129, bids must be valid for 60 days from the date bids are opened. Bid documents and any addendums are available at <https://www.countyofnapa.org/1607/Current-Projects>. **Bidders are responsible for monitoring issued addendums at this website.**

Bid results of the three apparent low bidders with their subcontractor's list will be on the above website the following day after the bids are publicly opened and read.

BID OPENING: Please see instructions below for virtual/telephonic attendance.

- To watch remotely - <https://countyofnapa.zoom.us/j/85730921793>
 - Zoom Meeting ID: 857 3092 1793
- To listen to bid opening by Phone dial: 1 (669) 900-6833

The Plans and Specifications may be seen at the office of the Lake Berryessa Resort Improvement District, located within the Napa County Flood Control and Water Conservation District Office at 804 First Street, Napa California during regular business hours. Plans, Special Provisions (excluding State Standard Specifications and other documents included by reference), Proposal Forms and Contract Forms may be obtained by prospective bidders to those licensed by the State of California for the type of work involved, electronically at <https://www.countyofnapa.org/1607/Current-Projects>.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the District for review at least 10 Days before the time specified for bid opening. This submission deadline shall control over the timeline set forth in Section 6-1.05 of the Standard Specifications.

In accordance with Section 1771.1 of the Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public works, 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.

In accordance with the California Government Code Section 1773.2, copies of the applicable determinations of the Director are on file with at the Public Works Office and may be reviewed upon request. In accordance with the provisions of Section 1774 of the Labor Code, the prevailing wage rate for classifications of Labor to be employed in the work have been determined by the District's Governing Board and is included in the Special Provisions referred to above.

No bid will be considered unless it is made on a blank form furnished by the District Engineer and is made in accordance with the provisions of the proposal requirements and conditions set forth under the Standard Specifications of the State California, Department of Transportation, except as modified in the above referred to Special Provisions.

A bid guarantee in the amount of 10% of the total bid shall accompany the bid.

The successful bidder shall be required to furnish a Performance Bond in an amount equal to 100% of the contract price and a Labor and Material Bond in an amount equal to 100% of the contract price with good and sufficient surety.

Each bidder must be licensed as required by law. The Contractor shall possess a Class "A" or "C-10 Electrical Contractor" license at the time of contract award. The Contractor and Sub-Contractor shall be registered with the State of California Department of Industrial Relations (Public Works Contractor (PWC) Registration) at the time of bid opening.

SITE VISIT: A **mandatory pre-bid site visit is scheduled for August 10, 2022 at 10:00 am.** The Water Treatment Plant Generator Project site is located at 2446 Staegcoach Canyon Road, Pope Valley, CA 94567. There are parking spurs for attendees on Deputy Drive above the site. Contractors shall not block public roads or private driveways during the site visit.

Contractors are required to sign-in to be eligible to bid; and eligible bidders are required to complete and submit the Site Visit Affidavit found in the Proposal Form pages with their bids.

QUESTIONS: Written questions regarding this Notice must be delivered in person or by e-mail to Christopher Silke (christopher.silke@countyofnapa.org), Napa County Flood Control and Water Conservation District Office, 804 First Street, Napa, CA 94559 by Wednesday, August 17, 2022 at 10:00 am. No questions will be accepted after this deadline, and no questions will be answered by phone.

The Board reserves the right to reject any or all bids.

PROPOSAL FORM
(MAY BE DETACHED AND SUBMITTED ALONE)

**TO THE GOVERNING BOARD
OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
NAPA, CALIFORNIA**



FOR:

LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 22-04

NAME OF BIDDER _____

BUSINESS ADDRESS _____

PLACE OF BUSINESS _____

LICENSE NUMBER _____

DIR REGISTRATION NUMBER¹ _____

Location: The work to be done and referred to herein is in Napa County, State of California, more particularly described in General Condition Section 1 "Location".

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; has visited the Site of Work as described in the Contract and has examined and familiarized themselves with the existing conditions relating to the construction which will be performed, the annexed proposed form of contract, the Plans, Special Provisions and Standard Specifications; and they propose, and agree if this proposal is accepted, that they will contract with the District, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of payment therefore the following item prices to wit:

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¹ Labor Code Sections 1725.5 and 1771.1.

LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 22-04

Contract will be awarded based on lowest total price.

AGENCY:					
ITEM NO*	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS			
2	Demolition	LS			
3	Generator Purchase	LS			
4	Generator Installation	LS			
5	Start-up, Testing, Training	LS			
TOTAL BASE BID					
TOTAL BASE BID (WRITTEN)					

Bid Item No 1, Mobilization: Payment to be made under this bid item includes, but is not limited to mobilization to and demobilization from the project site, construction water, required equipment, submittals, utility location and protection, site clean-up, and other items relevant to this project and not specifically included in the other bid items.

Bid Item No. 2, Demolition: Payment to be made under this bid item includes, but is not limited to, removal of existing generator on skid, exhaust pipe and appurtenances; disconnecting fuel supply line and electrical conductors, furnishing lift equipment to extract existing generator, trucking and off-site disposal of debris with any applicable fees, clean-up and other items relevant to this project and not specifically included in the other bid items.

Bid Item No. 2, Generator Purchase: Payment to be made under this bid item includes, but is not limited to, all costs associated with 1) verifying power requirements for each pump station, 2) generator purchase, and 3) associated conduit and component purchases required for installation.

Bid Item No. 4, Generator Installation: Payment to be made under this bid item includes, but is not limited to, installing the approved generator as directed by manufacturer’s instructions, including required submittals; required equipment for installation/site work; utility location and protection; tie-in to existing equipment; site clean-up; and other items relevant to this project and not specifically included in the other bid items.

Bid Item No. 5 Start-up, Testing, Training: Payment to be made under this bid item includes, but is not limited to, all resources required to perform startup, testing, and provide training of District personnel.

*Authorized Signature Name Title

*Authorized Signature Name Title

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

INSTRUCTIONS TO BIDDERS

Determining Low Bid

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Lump Sum Base Bid.

The bidder shall set forth for each item of work, in clearly legible figures, as item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of a discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- 1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- 2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

In case of a discrepancy between the Total Lump Sum Base Bid and the calculated total of the amounts in the "Total" column for each line item determined after using the above procedures for resolving the discrepancies, the calculated total of the amounts set forth in the "Total" column for shall become the Total Lump Sum Base Bid and shall be used for comparison purposes in determining the lowest bid.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposal, and the right is reserved to the District to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Board of Directors of the Lake Berryessa Resort Improvement District (District) within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the District Engineer that the contract has been awarded to him, the Board of Directors may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the District.

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Form of Bid.

- (1) To receive consideration, bids shall be made on the forms and in the manner set forth in the Notice to Proposers.
- (2) Bids received after the date and time advertised for opening will be considered non-responsive and will be rejected.
- (3) Each bid must be completed in ink, typewritten or computer generated, and all changes and/or erasures must be initialed in ink. Each bid must be signed in ink by an authorized representative of the firm.
- (4) Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

Taxes. Bid prices shall include all applicable federal, state, and local taxes.

Receipt of Bids. All bids must be received sealed in an envelope prior to the time specified in the Notice to Proposers or as amended expressly by an addendum. Late bids will not be opened and will not be considered under any circumstances.

Postponement of Opening. The District reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in the Notice to Proposers.

Rejection of Proposals. The District reserves the right to reject any proposals which are incomplete, obscure, or irregular, any proposals which omit a bid on any one or more items for which bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the District; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from bidders who have previously failed to perform properly or to complete contracts of any nature on time.

Relief of Bidders. Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give the District written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

Bid Protest Procedures. Any bid protest must be in writing and received by the District at 1195 Third Street, Napa, CA Room 101 before 5:00 p.m. no later than five (5) working days following the occurrence giving rise to the protest (the "Bid Protest Deadline") shall be considered pursuant to the procedures set forth in Section 10 of the Napa County Purchasing Manual as adopted by the District and must comply with the provisions of that Section and those requirements set forth below:

- (1) Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

(2) The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

(3) The party filing the protest shall concurrently transmit a copy of the protest and all supporting documents by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(4) The protested bidder may submit a written response to the protest, provided the response is received by the District before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

(5) The procedure and time limits set forth in this section 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 a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

It is the intention of the District to award a contract, if at all, to the lowest bidder who demonstrates the attributes of trustworthiness, as well as quality, fitness (including financial qualifications), capacity and experience to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine the degree of responsibility to be credited to the bidder, the District will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. The District shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.

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**NON-COLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

"I, _____, hereby declare as follows: that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding 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."

I certify and declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at _____
(DATE) (PLACE)

SIGNATURE

Accompanying this proposal is a _____
[Insert the words "cashier's check", "certified check", or "bidder's bond" as the case may be.]
A personal check is not an acceptable form of security.]
in an equal amount to at least ten percent of total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co partnership, state true name of firm, also names of all individual copartners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors License No.

_____ Expiration Date _____ Classification _____

Signature of bidder

NOTE; if bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officer authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____

Place of Residence _____

Dated _____, 2022 Phone _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature

Date

SITE VISIT AFFIDAVIT

TO BE EXECUTED BY BIDDER, NOTARIZED AND SUBMITTED WITH BID

(To Accompany Bid)

State of California)
County of) ss.
)

_____, being first duly sworn, deposes and says that he/she is

_____, of _____
(title of representative) (Contractor's name)

the party making the foregoing bid, has visited the Site of Work as described in the Contract and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submission of a bid shall be considered an acknowledgement on the part of the bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress, or performance of the Work.

Signature

Name of Bidder

Title

Date

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addendums which are attached to the proposal:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

BIDDER'S BOND
LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
STATE OF CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS,

That we _____

_____ as PRINCIPAL, and

_____ as SURETY,

are held and firmly bound unto the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the DISTRICT'S governing board, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of

\$

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS the Principal has submitted the above mentioned bid to the DISTRICT'S governing board, in accordance with the Specifications entitled **LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 21-01** and the Standard Specifications of the State of California, Department of Transportation, dated, 2018, therefore, heretofore adopted by the DISTRICT'S governing board.

NOW THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enter into a written contract, in the prescribed form, in accordance with the bid, and files and two bonds with the Secretary of the DISTRICT'S governing board, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all cost incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

SEALED with our seals and dated this ___ day of _____, _____.

Principal (contractor):

Surety:

By: _____

By: _____
_____, Attorney in Fact

By: _____

Signatures for Principal and Surety must be acknowledged before a Notary Public

APPROVED AS TO FORM:

By: _____

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LIST OF SUBCONTRACTORS

Pursuant to Section 4100 to 4113 of the Public Contract Code, Section 8-1.01 of the Standard Specifications, and Resolution 74-3 of the Napa County Board of Supervisors, each bidder shall complete and submit this form with his bid in accordance with the following instructions.

2. For each subcontract item to be performed by a subcontractor, the following shall be indicated herein: the name of the subcontractor, the portion of work to be performed, each subcontractors license number, and the location of the place of business.
3. Only one subcontractor shall be listed for each craft unless there is an alternate bid in which case a different subcontractor, when so designated, may be listed for the alternate work.
4. **All fields must be completed as specified or the bid proposal may be rejected as non-responsive.**

CONTRACTOR NAME: _____

Name of Subcontractor	Portion of Contract (i.e. Electrical, Striping, Roofing, etc.)	Subcontractor License Number	DIR Registration Number ¹	Dollar Amount of Work to Be Performed	Location of Business (City and State)

¹All general contractors and subcontractors must be registered with DIR in conformance with Labor Code Section 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the District, in its sole discretion, may find the failure to do so intentional and find the bid non-responsive. DIR registration number lookup is available online at <https://efiling.dir.ca.gov/PWCR/Search>

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. _____**

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and concluded this ____ day of _____, 2022, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT," and _____, a corporation, hereinafter referred to as "CONTRACTOR."

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by District, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor's own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by District, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Governing Board of the Lake Berryessa Resort Improvement District that project known as **LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 22-04** which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications ("Plans") entitled **LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 22-04**, the Bid submitted by Contractor ("Bid Proposal"), the Special Provisions, and the 2018 Standard Specifications of the State of California Department of Transportation ("Standard Specifications"). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

ARTICLE II. District hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth herein, and both parties hereby agree, for themselves, their heirs, executors, administrators, successors and assigns, to full performance of the covenants contained herein.

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by the District.

ARTICLE IV. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; for all loss and damage, arising out of the nature of such work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Governing Board of the District and for all risks of every description connected with the

work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole thereof in the manner and according to the Plans, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:

LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 22-04					
AGENCY:					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS			
2	Demolition	LS			
3	Generator Purchase	LS			
4	Generator Installation	LS			
5	Start-up and Testing	LS			
TOTAL BASE BID					
TOTAL BASE BID (WRITTEN)					

IN WITNESS WHEREOF, this Contract has been approved by District and Contractor as of the date first set forth on page C-1 of this Contract.

By _____
 , President
 Company Name

By _____
 , Secretary
 Company name

“CONTRACTOR”

LAKE BERRYESSA RESORT IMPROVEMENT
 DISTRICT, a Special District of the State of California

By _____
 RYAN GREGORY, Chair of the Governing
 Board of Lake Berryessa Resort Improvement
 District

“DISTRICT”

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: _____ District Counsel</p> <p>Date: _____ PL Doc. No.</p>	<p>APPROVED BY THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT GOVERNING BOARD</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the Governing Board</p> <p>By: _____</p>
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NOTE: Signature of those executing for the Contractor must be acknowledged by Notary Public. If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, _____ whose address is _____, as Principal, and _____, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and severally held and firmly bound unto the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, as Obligee, in the full and just sum of _____ lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas, the above bounden Principal has entered into a contract, or is about to enter into a contract with the Obligee to do and perform the following work, to-wit: **LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 22-04** as is more specifically set forth in said contract, to which contract reference is hereby made.

NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation shall be null and void, otherwise is shall remain in full force and effect.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the agreement secured by this bond including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT as Obligee and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

SEALED with our seals and dated this ___ day of _____, 2022.

Principal (contractor):

Surety:

By: _____

By: _____
_____, Attorney in Fact

By: _____

Signatures for Principal and Surety must be acknowledged before a Notary Public

APPROVED AS TO FORM:

By: _____

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
LABOR AND MATERIAL BOND**

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, _____ as Principal, and _____ duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of _____, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, to do and perform the following work, to-wit: **LBRID WATER TREATMENT PLANT GENERATOR PROJECT, LB 22-04.**

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its subcontractor fails to pay for any materials, provisions, provender, other supplies, or terms used in, upon for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or the subcontractors of the Principal pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety of this bond will pay the same, in an amount not exceeding the sum specified in this bond as well as a reasonable attorney's fee, which shall be fixed and awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

THIS BOND is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code sections 9550 et seq., inclusive, and all amendments thereto and shall inure to the benefit of any of the persons named in Civil Code section 9100 so as to give a right of action to those person or their assigns in any suit brought upon the bond.

SEALED with our seals and dated this ____ day of _____, 2022.

Principal (contractor):

Surety:

By: _____

By: _____
_____, Attorney in Fact

By: _____

Signatures for Principal and Surety must be acknowledged before a Notary Public

APPROVED AS TO FORM:

By: _____

SPECIAL PROVISIONS- SECTION "A"
GENERAL CONDITIONS

1. **LOCATION**

The location of work is entirely within the Lake Berryessa Resort Improvement District (District). The location of construction is on District-owned property. See drawings for further information.

2. **DESCRIPTION OF WORK**

The primary objective of the project is for the purchase and installation of a new standby-generator for the water treatment plant, sewer lift station and other facilities on the site. Scope includes verification of generator skid sizing within the existing roof covered bay, disconnecting fuel line and electrical conductors,, cutting / grinding skid anchor bolts, removal of the existing 200 kW generator on skid including exhaust, offload and placement of new generator on skid with lift / crane / heavy equipment, assembly of exhaust piping and appurtenances with roof penetration, skid anchorage, fuel line and electrical conductor re-connections, demolition debris hauling and disposal, site restoration and miscellaneous materials required for installation, and start-up and testing. See project plans for conceptual plan and typical details.

3. **DEFINITIONS AND TERMS**

The following terms when used in these Special Provisions or in the Standard Specifications shall have the following meanings when used in this Contract:

Contractor. The person or entity described as "Contractor" in the preamble to this Contract.

County. Lake Berryessa Resort Improvement District, a Special District of the State of California.

Department of Transportation. The Governing Board of Lake Berryessa Resort Improvement District, acting by and through its District Engineer.

Department. The Lake Berryessa Resort Improvement District.

Engineer or County Engineer. The District Engineer of the Lake Berryessa Resort Improvement District, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory. The established laboratory of the Materials and Research licensed and certified by the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

Owner. Lake Berryessa Resort Improvement District.

State of California. Lake Berryessa Resort Improvement District.

Transportation Building. Office of the Lake Berryessa Resort Improvement District

804 First Street, Napa, California 94559.

State Highway Engineer. The District Engineer of the Lake Berryessa Resort Improvement District, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Standard Specifications. The 2018 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the District or its corresponding agency, office or officer acting under this contract.

Days. As used in these special provisions, days shall mean working days.

4. **CONTRACT DOCUMENTS**

Subject to the exception stated above, the Contract Documents shall include the 2018 Standard Specifications, insofar as they may otherwise apply, the Special Provisions (Sections A, B, and C), the Notice to Contractors, the Proposal, the Contract ("C") pages, the two contract bonds required herein, any supplemental agreements amending or extending the work, and pertinent portions of other documents included by reference thereto in the Special Provisions or the Contract pages.

5. **DIFFERING SITE CONDITIONS** 23 CFR 635.109 is made a part of this contract and incorporated herein by reference.

a) **Contractor's Notification**

Promptly notify the County's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b) **Engineer's Investigation and Decision (Standard Specifications 4-1.06C)**

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

6. **BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to all of the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions.

Contractor will provide insurance and bonds five (5) calendar days after receiving the intent to award.

The Contractor will receive the Notice to Proceed no more than fourteen (14) calendar days after receiving notice that the contract has been executed and approved by the County which will start the working day calendar. Material delays will not be accepted as an excuse to delay the notice to proceed.

Submittals of shop drawings and issuance of purchase order shall be diligently prosecuted to completion before forty-five (45) WORKING DAYS beginning the day of issuance of Notice to Proceed. Construction work shall be diligently prosecuted to completion before sixty (60) WORKING DAYS beginning the day of delivery of equipment. Contractor shall maintain adequate work force and diligently prosecute work to completion.

Attention is directed to the provisions of Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions. The Contractor shall pay to Napa County the sum of \$500 per day for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above and any extension of time granted.

7. **SPECIALTY ITEMS**

Attention is directed to Section 8-1.01 of the Standard Specifications.

8. **PREVAILING WAGES**

Contractor shall meet all provisions of State Labor Code Section 1771 regarding prevailing wages. The District has a Labor Compliance consultant on retainer who will be monitoring payroll as needed for compliance through the duration of the project.

In accordance with the provisions of Section 1774 of the Labor Code of the State of California, the Board of Directors for the District has ascertained from the Director of Industrial Relations the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) applicable to the work to be done. The applicable rates of wages will be on file and may be seen at the District Office, 804 First Street, Napa, California.

9. **PAYROLL RECORDS**

Special Attention is directed to the provisions of Section 7-1.01A(3) of the Standard Specifications. A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of

Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

10. **PROPOSAL REQUIREMENTS AND CONDITIONS**

Attention is directed to Section 2 of the Standard Specifications.

(a) **Examination of Site.** Each bidder shall have examined the site of the work before bidding so he shall have full knowledge of all facilities and difficulties affecting the work which may not be particularly described herein. No variation or allowance from the contract sum will be made because of lack of such examination or knowledge.

(b) **State Contract Act.** The State Contract Act is not applicable to contracts involving political subdivisions of the State of California. Pre-qualification of bidders will not be required.

(c) **Joint Venture.** If two or more Bidders desire to bid jointly on a single project or desire to combine their assets for so doing, they must file an affidavit of joint venture with the County Engineer, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the Engineer prior to the time for opening bids on the specific projects for which it is submitted, a joint bid submitted by the said Bidders will be disregarded.

(d) **Registered and Qualified – California Labor Code § 1771.1.** 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.

11. **AWARD AND EXECUTION OF THE CONTRACT**

Attention is directed to Section 3 of the Standard Specifications, contract bonds. In-lieu of the bonds specified under Section 3.1.02 of the Standard Specifications, the successful bidder shall furnish a faithful Performance Bond as required by Section 20129 of the Public Contract Code in an amount equal to one hundred percent (100%) of the contract price of the work contemplated and the laborer's and material man's payment bond as required by Section 3247 of the Civil Code in an amount equal to one hundred percent (100%) of the contract price of the work contemplated.

12. **SCOPE OF WORK**

Attention is directed to Section 4 of the Standard Specifications.

The intent of the Plans and Specifications is to cover the complete project ready for use when completed. The Contractor shall accomplish complete installation of facilities, and any other

required items to make the unit complete. All units, facilities, etc., shall be in operating condition to the approval of the Engineer. The quantities and items listed in the proposal form and contract form are given as a basis for the comparison of bids and the Board of Directors does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

13. CHANGE ORDERS

(a) Limitations Where Contract Price Changes are Involved.

- i. Overhead and Profit for the Contractor. The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification.
- ii. Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.
- iii. Taxes. State and city sales taxes should be indicated.

(b) Procedure. Attention is directed to Section 4-1.03 of the Standard Specifications.

(c) Authorized Representative / Limits. No Change Order shall be valid or binding against COUNTY unless such Change Order has been executed in writing by (1) COUNTY's Director of Public Works consistent with the authority granted to him by the Board of Supervisors pursuant to the limitations set forth under Napa County Resolution No. 2011-18 and Public Contract Code Section 20142, or (2) by the Board of Supervisors.

14. CONTROL OF THE WORK

Attention is directed to Section 5 of the Standard Specifications.

Deviations from the approved Plans and Specifications shall be approved by the Engineer and all changes shall be by written permission only.

15. LEGAL RELATION AND RESPONSIBILITY

Attention is directed to Section 7 of the Standard Specifications.

(a) Prevailing Wages. In-lieu of the prevailing wage rates being set forth in the Notice to Contractors as provided in Standard Specifications Section 7-1.01 A(2) "Prevailing Wages", see Section 8 and 9 of these Special Provisions.

(b) Public Safety. Furnishing and maintenance of barricades, flashing lights and other safety devices shall be the responsibility of the Contractor at all times. The Contractor shall respond promptly to correct improper conditions or inoperative devices.

Failure to frequently inspect and maintain lights and barricades in proper operating condition when in use on the roadway, or failure to respond promptly to notification of improperly

operating equipment, will be sufficient cause for suspension of the contract until such defects are corrected.

All expenses incurred by the District because of emergency "call-outs" and for resetting or supplementing the Contractor's barricades or warning devices, will be charged to the contractor and may be deducted from moneys due him.

(c) Acceptance of Contract. Attention is directed to Section 7-1.17 of the Standard Specifications. Acceptance will consist of the execution and filing with the County Recorder of a Notice of Completion as defined in Civil Code section 8182.

Should it become necessary due to developed conditions to occupy any portion of the work before the contract is fully completed, such occupancy shall not constitute acceptance.

(d) Hold Harmless/Indemnification. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify DISTRICT and the officers, agents, employees and volunteers of DISTRICT from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of DISTRICT or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(e) Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(1) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide DISTRICT with certification of all such coverages upon request by DISTRICT's Risk Manager.

(2) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(i) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than TWO MILLION DOLLARS (\$2,000,000).

(ii) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the occurrence limit.

(3) Certificates. All insurance coverages referenced in (2), above, shall be evidenced by one or more certificates of coverage or, with the consent of DISTRICT's Risk Manager demonstrated by other evidence of coverage acceptable to DISTRICT's Risk Manager, which shall be filed by CONTRACTOR with the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT prior to commencement of performance of any of Contractor's duties; shall reference this Agreement by its DISTRICT number or title and department; shall be kept current during the term of this Agreement; shall provide that DISTRICT shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in (2)(i), and, where the vehicles area covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in (2)(ii) CONTRACTOR shall also file with the evidence of coverage and endorsement from the insurance provider naming DISTRICT, its officers employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of DISTRICT's Risk Manager, CONTRACTOR shall provide or arrange for the insured to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(4) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, DISTRICT's Risk Manager, which approval shall not be denied unless the DISTRICT's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by DISTRICT's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects DISTRICT, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

16. **PROSECUTION AND PROGRESS**

Attention is directed to Section 8 of the Standard Specifications, and to the following:

(a) Progress Schedule. The contractor, promptly after being awarded the contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the work and project or when requested in writing by the Engineer, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work.

(b) Schedule Of Submittals. The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

(c) Current Progress Schedule. The Contractor shall perform the work in general accordance with the most recent schedules submitted to the Owner and Engineer.

(d) Termination of Contract. In-lieu of the provisions of Section 8-1.08 of the Standard Specifications the following shall apply.

Whenever, in the opinion of the Board of Directors the said work is neglected by the Contractor, or the same is not prosecuted with the diligence and force specified, meant and intended in and by the terms of this contract, it shall be lawful for the Board of Directors to make a requisition upon the Contractor for such additional specific force or such additional specific material to be brought into the work under this contract or to remove improper material from the grounds, and its due and faithful fulfillment requires; of which action of the Board of Directors due notice in writing of not less than five days shall be served upon the Contractor or his agent having charge of the work; and if the Contractor fails to comply with such requisition within five days, it shall be lawful for the Board of Directors to employ upon such work the additional force or supply the materials as specifically required as aforesaid; and the amount paid for such additional force or material shall be charged against the Contractor and be deducted from his next or subsequent estimate and payment, or the same or any part thereof not so deducted may be recovered from the Contractor or his sureties.

Moreover, if the Contractor fails to comply with such requisition within five days, the Board of Directors may declare the contract terminated and may itself proceed to complete the work herein specified or may engage any other person or persons to do the same. Upon the completion of such work, the said Board of Directors through its proper office or officers shall cause a statement to be made of the default of the Contractor as aforesaid, and in completing the work itself or by any other person or persons. Should the amount in such statement be more than the amount would have been due the Contractor upon the completion of the work by him, the difference shall be paid by the Contractor to the District.

17. TERMINATION FOR CONVENIENCE OF THE DISTRICT

Notwithstanding any other provision of this AGREEMENT, DISTRICT may, at any time, and without cause, terminate this AGREEMENT in whole or in part, upon not less than seven (7) days' written notice to CONTRACTOR. Such termination shall be effected by delivery to CONTRACTOR of a notice of termination specifying the effective date of the termination and the extent of the work to be terminated. CONTRACTOR shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by DISTRICT. DISTRICT shall pay CONTRACTOR for the work completed prior to the effective date of the termination, and such payment shall be CONTRACTOR's sole remedy under this AGREEMENT. Under no circumstances will CONTRACTOR be entitled to anticipatory or unearned profits,

consequential damages, or other damages of any sort as a result of a termination or partial termination under this paragraph. CONTRACTOR shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

18. **MEASUREMENT AND PAYMENT**

Attention is directed to Section 9 of the Standard Specifications.

(a) **Force Account Payment.** In-lieu of the first paragraph of Section 9-1.03A(3) "Equipment Rental", the following shall apply:

Equipment rental rates shall be those rental rates applicable on contracts advertised by the State of California, Department of Transportation on the date of call for bids on this contract.

(b) **Partial payment.** In-lieu of Section 9-1.06, Paragraph 3 of the Standard Specifications the District will retain five percent (5%) of the value of all work done and five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor to the extent not inconsistent with Public Contract Code Section 20104.50; all such retentions being subject to the following statutory requirements:

Public Contract Code Section 7107. Retention proceeds; withholding disbursement

- (a) *This section is applicable with respect to all contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement.*
- (b) *The retention proceeds withheld from any payment by the public entity from the original contractor, or by the original contractor from any subcontractor, shall be subject to this section.*
- (c) *Within 60 days after the date of completion of the work of improvement, the retention withheld by the public entity shall be released. In the event of a dispute between the public entity and the original contractor, the public entity may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this subdivision, "completion" means any of the following:*
 - (1) *The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.*
 - (2) *The acceptance by the public agency, or its agent, of the work of improvement.*
 - (3) *After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the contractor.*
 - (4) *After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.*
- (d) *Subject to subdivision (c), within 10 days from the time that all or any portion of the retention proceeds are received by the original contractor, the original contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received*

- by the original contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.
- (e) The original contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.
 - (f) In the event that retention payments are not made within the time periods required by this section, the public entity or original contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.
 - (g) If a state agency retains an amount greater than 125 percent of the estimated value of the work yet to be completed pursuant to Section 10261 of the Public Contract Code, the state agency shall distribute undisputed retention proceeds in accordance with subdivision (c). However, notwithstanding subdivision (c), if a state agency retains an amount equal to or less than 125 percent of the estimated value of the work yet to be completed, the state agency shall have 90 days in which to release undisputed retentions.
 - (h) Any attempted waiver of the provisions of this section shall be void as against the public policy of this state.

Public Contract Code Section 22300. Performance retentions; provision for substitute security; escrow agreement

- (a) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract; however, substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (> 7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.
- (b) Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.
- (c) Securities eligible for investment under this section shall include those listed in > Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract. For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

- (d) (1) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.
- (2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total bid.
- (3) No contractor shall require any subcontractor to waive any provision of this section.
- (e) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors and subcontractors in public contract procedures.
- (f) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between:

_____ whose address is _____
 _____ hereinafter called "Owner,"
 _____ whose address is _____
 _____ hereinafter called "Contractor" and
 _____ whose address is _____
 _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

“Owner”

Contractor

Title

Title

Name

Name

Signature

Signature

Public Contract Code Section 20104.50 Timely progress payments; legislative intent; interest; payment requests

- (a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.*
- (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.*
- (b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.*
- (c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:*
 - (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.*
 - (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven*

- days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- (d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).
 - (e) For purposes of this article:
 - (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.
 - (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
 - (f) Each local agency shall require that this article, or summary thereof, be set forth in the terms of any contract subject to this article.

- (c) Claims. All claims under this contract shall be subject to the following statutory requirements:

Public Contract Code Section 20104 Application of article; provisions included in plans and specifications

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

Public Contract Code Section 20104.2 Claims; requirements, tort claims excluded

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim.
 Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional

documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claim within 60 days of receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation. or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Public Contract Code Section 20104.4 Civil action procedures; mediation and arbitration: trial de novo: witness

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good

cause showing to the court or by stipulation of parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

- (b) (1) *If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.*
- (2) *Notwithstanding any other provision of law, upon stipulation of parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.*
- (3) *In addition to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, any party who receiving an arbitration award requests a trial de novo but does obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other arising out of the trial de novo.*
- (c) *The court may, upon request by any party, order any witnesses participate in the mediation or arbitration process.*

Public Contract Code Section 20104.6 Payment of portion of claim which is undisputed; of interest on arbitration award or judgment

- (a) *No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.*
- (b) *In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.*

- (d) **Final Payment.** Payment will be made in accordance with the provisions of Section 9-1.07 of the Standard Specifications provided however that in no event will the final payment be made within 60 calendar days after the filing of Notice of Completion.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore.

19. **MISCELLANEOUS PROVISIONS**

- (a) **Licenses and Permits.** Any and all licenses and permits required shall be provided by the Contractor and he shall abide by any and all Federal, State and County laws and rules affecting the work and shall maintain all required protection for property, employees and the public and insurance in connection with same, for all of which he shall bear necessary expense.

(b) Building Laws, etc. The Contractor shall conform to and abide by all County and State Building, Labor, Sanitary and Electrical Codes, Ordinances, Laws, Rules and Regulations. Such laws and regulations shall be considered a part of these Special Provisions as if set forth herein in full and the work and materials shall be in accordance therewith.

(c) Guarantees. All work performed and equipment or material furnished shall be guaranteed for one (1) year from date of acceptance against any inherent or developed defects of materials or workmanship in manufacture or installations.

All guarantees normally provided by manufactures of equipment or material installed under this project shall be furnished to the Lake Berryessa Resort Improvement District and shall remain in force for their normal life.

(d) Ownership of Plans and Specifications. All drawings, specifications and copies thereof provided to the Bidder by the District shall remain the property of the District and they shall not be used by the Contractor or its subcontractors on other work.

(e) Addenda. Any addenda or notices issued during the time of bidding and forming a part of the documents provided to the Bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract. The Bidder shall acknowledge receipt of addenda in the space provided in the Proposal.

Should a bidder find apparent discrepancies in the drawings or documents, or should he be in doubts to their meaning, he should at once notify the Lake Berryessa Resort Improvement District, which will send a written instruction to all bidders. The Lake Berryessa Resort Improvement District will not be responsible for oral instructions.

20. OWNER'S RIGHT TO DO WORK

The Lake Berryessa Resort Improvement District as Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors on the job site reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon 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 proper execution and results. His failure to so inspect and report shall constitute his acceptance of other Contractors' work as fit and proper for reception of his work, except as to defects which may develop in other Contractors' work after execution of his work.

To insure proper execution of his subsequent work, the Contractor shall measure and inspect work already in place and shall at once report to the Engineer any discrepancy between executed work and contract documents.

The Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by owner in prosecution of the project

to the end that the Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy at the site of project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractors working on project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, the owner shall decide which Contractor shall cease work temporarily and which Contractor then shall continue or whether work can be coordinated so that the Contractors may proceed simultaneously.

21. **EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Contract, the Contractor shall comply with all applicable laws, ordinances, regulations, and codes, including but not limited to, the following:

(a) Non-Discrimination. During the performance of the work required by the Contract, the Contractor and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, the Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Contract subcontracts to the Contractor work required of the County by the State of California pursuant to agreement between the County and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and the Contractor and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. The Contractor shall abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of the Contractor performing any of the work under the Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is

completed and on file for each employee. The Contractor shall make the required documentation available upon request to the County for inspection.

(c) Inclusion in Subcontracts. To the extent any of the work to be performed by Contractor under the Contract is subcontracted to a third party, the Contractor shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

22. **DISTRICT POLICIES ON WASTE, HARASSMENT, DRUG/ALCOHOL-FREE, VIOLENCE-FREE WORKPLACE.**

Contractor hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Directors and incorporated by reference herein. Contractor also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by DISTRICT employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

23. **REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.**

Before starting each portion of the work, the Contractor shall carefully study and compare the Contract Documents relative to that portion of the work, shall take field measurements of any existing conditions related to that portion of the work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the contractor shall be reported promptly to the Engineer as a request for information in such form as the Engineer may require.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the contractor shall be reported promptly to the Engineer.

24. **SUPERVISION AND CONSTRUCTION PROCEDURES**

(a) **Supervision And Direction Of Work.** The Contractor shall supervise and direct the work, using the contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

(b) **Responsibility Of Work.** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its subcontractors.

(c) **Subsequent Work.** The Contractor shall be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

(d) **Superintendent.** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

25. **INTERPRETATION; VENUE.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b)Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

26. **SECTIONS OF THE 2015 SPECIAL PROVISIONS NOT APPLICABLE.**

Section 5-1.09 “Partnering” and all of its subparts and Section 5-1.43 “Alternative Dispute Resolution” and all its subparts are hereby removed in their entirety and shall have no application apply to this Agreement.

SPECIAL PROVISIONS - SECTION 'B'

TECHNICAL

1. GENERAL REQUIREMENTS

- a) **LAYOUT OF WORK** – The Contractor shall lay out all work from the references given and as shown on the plans, set the necessary markers and stakes and shall be responsible for the correctness of the work.
- b) **MATERIAL SAFETY DATA SHEETS (MSDS)** – The Contractor shall provide MSDS for each product used on site – if applicable.
- c) **DAMAGES** – The Contractor shall be responsible for any damages to existing facilities, utilities and roads due to causes attributable to the work, and all such damaged facilities, utilities and roads shall be repaired when directed by the Engineer and as required to place them in as good as condition as existed before commencement of the work.
- d) **PUBLIC SAFETY** – The Contractor shall furnish, erect and maintain all lights, signs, barricades and barriers necessary to give adequate warning to the public at all times and shall provide such guards as may be necessary to prevent accidents and avoid damage and injury.
- e) **COOPERATION** – The Contractor shall cooperate with the occupants of the existing buildings adjacent to the project and coordinate the work in such a manner as to minimize the disruption to the occupants of the existing buildings.
- f) **SCHEDULE OF WORK** – The Contractor shall not obstruct the access to any other driveway within the project area for greater than 15 minutes unless written consent is granted by the property owner.
- g) **SAFETY** – The Contractor shall comply with all the applicable provisions of the United States Department of Labor Occupational Safety and Health Act (OSHA), State of California Division of Industrial Safety, Title 8, Safety Orders (Cal-OSHA) and any other applicable codes and regulations.

If, in the opinion of the Engineer, any operation or piece of equipment that is observed by the Engineer appears to be unsafe, the Engineer may immediately halt that portion of the work until the hazard is corrected to the satisfaction of the Engineer and no time extension or additional compensation shall be granted for the time lost due to said halting of the work.

- h) **PRE-CONSTRUCTION CONFERENCE** – Prior to the commencement of any work of any kind, the Contractor, or his authorized agent or representative shall attend a pre-construction conference with representatives of the District Engineer. The conference is required to familiarize all authorized persons involved with policies, regulations and procedures and to discuss construction operations and methods in order to avoid any misunderstanding or conflicts during construction.
- i) **DISPOSITION OF REMOVED MATERIALS** – The Contractor shall be responsible for the disposal of all surplus excavation materials off the site. The Contractor shall not dispose of any materials from demolition or removal by sale, gift or in any manner whatsoever, to the

general public at the site. Disposal operations shall comply with all applicable laws and ordinances and must be approved by the Engineer.

- j) CLEAN UP – Clean up shall be performed to prevent accidents to personnel, protect all work in place, and to effect completion of the project in an orderly manner. Excess debris shall be removed from the work area immediately so as not to clutter the existing facilities. Access to all other properties within the project area shall be unobstructed and passable between the hours of 4:00 p.m. and 7:00 a.m. weekdays, on weekends and holidays, and whenever work is not actively in progress.
- k) EQUIPMENT – Standard construction equipment shall be used and shall be maintained in a safe and satisfactory condition at all times and in compliance with the latest provisions of the CAL/OSHA regulations. All trucks and other heavy equipment shall be well maintained and in proper working order and in compliance with all applicable laws and regulations.
- l) WORKING HOURS REQUIREMENTS – Normal work week shall be Monday through Friday 7:00 am to 5:00 pm unless otherwise approved by the Engineer.
- m) SCOPE – Scope is as described above in Section A General Provisions No. 2.
- n) ADDITIONAL WORKING HOURS REQUIREMENTS – Normal work week shall be coordinated with the District Engineer.
- o) EARLY MORNING HOURS: Restricted to hours allowed by local authorities having jurisdiction for restrictions on noisy work.
- p) COORDINATION WITH OCCUPANTS – Cooperation with Owner during construction operations to minimize conflicts and facilitate Owner usage.

2. **REQUIRED CONSTRUCTION SUBMITTALS**

- a) Schedule of Values
- b) Project Schedule
- c) Stationary Generator
- d) Roof Thimble
- e) Conduit/Connections
- f) Other Equipment as Required by District Engineer

STATIONARY GENERATOR SPECIFICATIONS
(SECTION 16235 - follows)

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT

Water Treatment Plant Generator Project

TECHNICAL SPECIFICATIONS

JULY 2022

SECTION 16235

STANDBY ENGINE - GENERATOR UNIT

PART 1 GENERAL

1.1 SUMMARY

- A. This specification is for the purchase and installation of (to be verified):
 - 1. a 200 kW rated, diesel fuel, engine generator unit at LBRID Water Treatment Plant.
- B. Section includes equipment and services necessary for the installation, and site testing of a complete and operable stationary emergency generator unit including radiator, exhaust silencer, double-contained fuel piping, control panel, battery and charger placed within an existing weatherproof structure.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. The standards referenced herein, except as modified in the Contract Documents, shall have full force and effect as though included in these Specifications. These standards are not furnished to the Contactor since manufacturers and trades involved are assumed to be familiar with these requirements. The Contractor shall obtain copies of reference standards direct from publication sources as needed for proper performance and completion of the work.
 - 1. IEC 8528 Control Systems for Generator Sets - Part 4.
 - 2. IEC Standards 801.2, 801.3, and 801.5 for susceptibility, conducted, and radiated electromagnetic emissions.
 - 3. IEEE 446 Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
 - 4. IEEE 587 Voltage surge resistance.
 - 5. NEMA AB 1 Molded Case Circuit Breakers.
 - 6. NEMA ICS 10 AC Generator sets, Industrial Control and Systems: AC Transfer Switch Equipment.
 - 7. NEMA MG 1 Motors and Generators.
 - 8. NEMA 250 Enclosures for Electrical Equipment (1,000 Volts Maximum.)
 - 9. NETA ATS Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
 - 10. NFPA 30 Flammable and Combustible Liquids Code.
 - 11. NFPA70 National Electrical Code.
 - 12. NFPA 110 Emergency and Standby Power Systems.
 - 13. CFC Article 79 California Fire Code
 - 14. UL 142 Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids.
 - 15. UL508 Standard for Industrial Control Equipment
 - 16. UL 2085 Standard for Insulated Aboveground Tanks for Flammable and Combustible Liquids
 - 17. UL 2200 Standards for Stationary Engine Generator Assemblies

1.3 SUBMITTALS

- A. Shop Drawings:
 - 1. Electrical characteristics and connection requirements.
 - 2. Plan and elevation views of unit including overall dimensions.
 - 3. Electrical piping interconnection points with dimensions.
 - 4. Fuel consumption rate curves at various loads.

5. Ventilation and combustion air requirements.
 6. Electrical schematic and interconnection diagrams, including proposed conduit layout.
 7. Overall unit dimensions and seismic anchoring points with dimensions.
 8. Enclosure sound rating.
 9. Emissions report.
- B. Product Data:
1. Submit data showing dimensions, weights, ratings, interconnection points, and internal wiring diagrams for engine, generator, control panel, battery, battery rack, battery charger, block heater, exhaust silencer, vibration isolator, and radiator.
 2. Submit conduit product data.
 3. Submit two (2) sets of product data, certification, test reports and other necessary information, for engine generator unit to the Bay Area Air Quality Management District for engineering review, authority to construct and permit issuance.
 4. Submit manufacturer generator pad requirements.
 5. Submit calculations and pad-mount anchoring method (anchor bolt size, embedment and assembly details) to meet California Earthquake Hazard requirements at the project site.
- C. Certification and Test Reports:
1. Provide results of Manufacturer's Certification and Performance Test Reports (Includes inspections, Factory Acceptance Test data, and recommendations).
 2. Submit a proposed field test plan 20 days prior to the operational demonstration at each pump station facility. No generator performance evaluation shall be performed until the test plan is approved by District. At a minimum the test plan shall consist of procedures that simulate a power outage whereby power is restored to the Water Treatment Plant and other facilities on the grounds automatically transferring the load onto the generator with an existing switch then returning to primary electrical service when voltage is stable and start cool down cycle of the generator. The test plan shall consist of complete field test procedures including tests to be performed. Test equipment required, and tolerance limits.
 3. Certification that the Diesel Engine Generator unit is designed with components to comply with emission limits and Bay Area Air Quality Management District permit standards.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Shop Drawings and Product Data as described under Submittals.
- B. Operation and Maintenance Manuals:
1. Instructions and service manuals for normal operation, routine maintenance, oil sampling and analysis for engine wear and engine- maintenance procedures.
 2. Manufacturer's standard manuals for EG Unit.
 3. "As Built" elementary and schematic drawings; wiring diagrams; and panel drawings, in conformance with construction record.
 4. Troubleshooting procedures, with a cross-reference between symptoms and corrective recommendations.
 5. Connection data to permit removal and installation of recommended smallest field replaceable parts.
 6. Information on testing of electronic circuit boards and an explanation of the EG unit diagnostics.
 7. List special tools, maintenance materials, and replacement parts. Include complete information for tightening of all electrical connections secured with bolts or studs.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specialized in manufacturing the products specified in this section with recent minimum five (5) years experience and with service facilities within 150 miles of project site.
- B. Supplier: Authorized distributor of specified manufacturer with recent minimum five (5) years experience.

1.6 MAINTENANCE MATERIALS

- A. Furnish one (1) set of tools required for preventive maintenance of engine-generator system. Package tools in adequately sized metal toolbox.
- B. Furnish two (2) of each: fuel (if applicable), oil and air filter elements.

1.7 WARRANTY

- A. Furnish one (1) year manufacturer's warranty from date of substantial completion for defective parts and labor to install the part in accordance with these contract documents.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver mounted on shipping skids.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic. Provide space heaters if required, to prevent condensation and keep the equipment dry.

1.9 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication

PART 2 PRODUCTS

2.1 ENGINE

- A. Manufacturers:
 - 1. Cummins Onan
 - 2. Caterpillar
 - 3. Generac
 - 4. Kohler
 - 5. Approved Equal
- B. EPA / CARB Tier 4 Emissions Compliant
- C. Emissions Permit: Work with District Engineer to submit emissions permit application to the Bay Area Air Quality Management District (BAAQMD) and procure permit to construct and operate based on the generator set emissions data submitted. If allowable, the new generator should be added to the District's existing BAAQMD permits.
- D. Product Description: Diesel-fueled, radiator- and fan-cooled, internal combustion engine.
- E. Fuel System: Ultra-Low Sulfur Diesel Fuel No. 2.
- F. Engine speed: 1,800 rpm.
- G. Safety Devices: Engine shutdown on high water temperature, low oil pressure, over speed, and engine over crank. Limits as selected by manufacturer.
- H. Engine Starting: DC starting system with positive engagement, voltage of starter motors in accordance with manufacturer's instructions. Furnish remote starting control circuit with MANUAL-OFF-REMOTE selector switch or pushbuttons on engine-generator control panel.
- I. Engine Jacket Heater: Thermal circulation-type water heater with integral thermostatic control, sized to maintain engine jacket water at 90 degrees F (32 degrees C), and suitable for operation on 120-Volt, single-phase power supply.
- J. Radiator: Radiator using glycol coolant, with blower type fan, sized to maintain safe engine temperature in ambient temperature of 115 degrees F (46 degrees C). Radiator airflow restriction 0.5 inches of water (1.25 Pa) maximum.
- K. Engine Accessories: Fuel filter (if applicable), lube oil filter, intake air filter, lube oil cooler, engine-driven water pump. Furnish water temperature gauge, and lube oil pressure gauge on engine-generator control panel.
- L. Mounting: Heavy-duty steel base to maintain alignment between components. The base shall incorporate a battery tray with hold-down clamps within the rails. Furnish unit with suitable spring-type vibration isolators. Provide mounting bolts sized for 2019 California Building Code Seismic Requirements, Site Class D.

2.2 GENERATOR

- A. Product Description: NEMA MG1, three-phase, re-connectable, brushless synchronous generator with brushless exciter.
- B. Rating: Water Treatment Plant – 200 kW, 480 volt 3-phase, 4-wire, 60 Hz @ 1,800 rpm.
- C. Insulation Class: H.
- D. Temperature Rise: 125 degrees C standby.
- E. Enclosure: NEMA MG1, open drip proof.
- F. The generator shall be rated for delivering output KVA at rated frequency and power factor, at any voltage not more than 5% above or below rated voltage.
- G. A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance. The PMG and controls shall be capable of sustaining and regulating current supplied to the single phase or three-phase fault at approximately 300% of rated current for not more than 10 seconds.

- H. The generator set shall meet all requirements for NFPA 110 Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit; component level type tests will not substitute for this requirement.
- I. The engine generator unit shall be listed to meet UL 2200 or submit to an independent third party certification process to verify compliance as installed.

2.3 VOLTAGE REGULATION

- A. Furnish generator-mounted volts per hertz exciter-regulator to match engine and generator characteristics, with voltage regulation plus or minus 1 percent from no load to full load. Furnish manual controls to adjust voltage drop, voltage level (plus or minus 5 percent) and voltage gain.

2.4 GOVERNOR

- A. Product Description: Electronic Isochronous governor to maintain engine speed within 0.5 percent, steady state, and 5 percent, no load to full load, with recovery to steady state within 2 seconds following sudden load changes. Equip governor with means for manual operation and adjustment.

2.5 ENGINE GENERATOR SET CONTROL

- A. Product Description: Microprocessor-based digital control system, designed to provide governing, voltage regulation, metering, protective relaying, automatic starting, monitoring, and control functions for the generator unit.
- B. Control System shall be designed to allow local monitoring and control of the generator unit and remote monitoring and control as described in these specifications.
- C. Control system shall be mounted on the generator unit. The control shall be vibration isolated and prototype tested to verify the durability of all components in the system under the vibration condition encountered. The controls shall be UL508 labeled, CSA282-M1989 certified, and meet IEC8528 part 4. The control, including all control, monitoring and protective functions, shall meet or exceed the requirements of Mil-Std 461C part 9, and IEC Std. 801.2, 801.3 and 801.5 for susceptibility, conducted, and radiated electromagnetic emissions. The entire control shall be tested and meet the requirements of IEEE 587 for voltage surge resistance. Manufacturers utilizing components that have not been tested as a system, as installed, (as demonstrated by a statement of performance on standard published literature) shall conduct RFI/EMI testing on the equipment in the manufacturer's facility prior to shipping the equipment to the project job site. Voltage surge testing shall be performed on an identical prototype unit.
- D. Control voltage shall be 12 or 24 volts DC. Control system shall withstand DC surge voltage produced by the battery-charging alternator operating at full load when the battery bank is disconnected. Generator set governing, voltage regulation, protection, and control equipment shall be capable of proper operation within the typical battery voltage levels.
- E. All switches, lamps and meters shall be oil-tight and dust-tight, and the enclosure door shall be gasketed.
- F. All switches shall be provided with fully illuminated backlit labels, and all metering shall be individually lighted to allow for easy reading of functions in a completely dark room.
- G. All adjustments to the control system shall be made from the front of the generator set control panel, with the aid of a digital readout display integral to the equipment. No rotary pots shall be acceptable for any function of the control system provided for the generator set.
- H. Control equipment shall contain a system of diagnostic LEDs to assist in analyzing proper system function.
- I. The entire generator set control system as supplied shall be capable of being directly monitored and controlled by a personal computer connected to the control for monitoring, diagnosis, service, and adjustment of the system via an RS232 port on the control.
- J. The generator set mounted control shall include the following features and functions:

1. Three- (3) position selector switch or independent pushbuttons labeled RUN/OFF/AUTO. In the RUN position the generator shall automatically start, and accelerate to rated speed and voltage. In the OFF position the generator shall immediately stop, bypassing all time delays. In the AUTO position the generator set shall be ready to accept a signal from a remote device to start and accelerate to rated speed and voltage.
 2. Red “mushroom-head” push-button EMERGENCY STOP switch. Depressing the emergency stop switch shall cause the generator set to immediately shut down and be locked out from automatic restarting. Reset of the control shall require reset of the emergency stop switch and the control system.
 3. Pushbutton RESET switch. The RESET switch shall be used to clear a fault and allow restarting the generator set after it has shut down for any fault condition.
 4. Push-button PANEL LAMP switch. Depressing the panel lamp switch shall cause the entire panel to be lighted with DC control power. The panel lamps shall automatically be switched off several minutes after the switch is depressed or after the switch is depressed a second time. Lamps shall be LED type.
 5. Push-button LAMP TEST switch. Depressing the lamp test switch shall cause all the alarm and status lamps on the panel to be lighted, and cause the digital display panel to sequentially display all the alarm and status messages in the control system.
- K. Emergency Generator Control Panel shall be NEMA 250, Type 1 generator-mounted control panel enclosure with engine and generator controls and indicators. Furnish provision for padlock and the following equipment features:
1. Frequency Meter: 45-65 Hz range, digital display preferred (or 3.5-inch dial).
 2. AC Output Voltmeter: digital display preferred (or 3.5-inch dial), 2 percent accuracy, with phase selector switch.
 3. AC Output Ammeter: digital display preferred (or 3.5-inch dial), 2 percent accuracy, with phase selector switch.
 4. Output voltage adjustment.
 5. Push-to-test indicator lamps, one each for low oil pressure, high water temperature, over speed, and over crank.
 6. Engine Start/Stop selector switch or pushbuttons.
 7. Engine running time meter.
 8. Oil pressure gauge.
 9. Water temperature gauge.
 10. Auxiliary Relay: Three Pole Double Throw (3-PDT) operates when engine runs with contact terminals pre-wired to terminal strip.
 11. Additional visual indicators and alarms in accordance with by NFPA 110.
 12. Remote Alarm Contacts: Factory-wired SPDT contacts to terminal strip for extending each alarm function to a Control Panel or PLC for remote indication, in accordance with NFPA 110.
 13. High Battery voltage alarm.
 14. Low Battery voltage alarm.
 15. System ready.
 16. Anticipatory high water temperature.
 17. Anticipatory low oil pressure.
 18. Low coolant temperature.
 19. Switch in Off Position alarm.
 20. Over crank alarm.
 21. Emergency Stop alarm.

- 22. High Water temperature alarm.
- 23. Over speed alarm.
- 24. Low Oil Pressure alarm.
- 25. Line power available.
- 26. Generator power available.
- 27. Lamp test and horn silence switch.
- L. Alarms: Provide wiring and conduit between ATS and engine-generator alarm points for a complete operating system. Provide display windows with 3/8-inch engraved black letters on white background for each annunciated alarm. Provide at least one spare blank window for future use.
 - 28. Engine Run
 - 29. Engine Trouble
 - 30. Engine Over speed shutdown
 - 31. All other critical shut down function as recommended by the EG unit manufacturer
 - 32. Spares
- M. Power Source: 120-VAC. Provide 20 amp, single pole, circuit breaker in nearest switchboard or panelboard. Provide conduit and wire from power source.

2.6 GENERATOR SET AND ENGINE CONTROL FUNCTIONS

- A. The control system provided shall include cycle cranking system, which allows for user selected crank time, rest time, and number of cycles. Initial setting shall be 3 cranking periods of 15 seconds each, with 15 second rest period between cranking periods.
- B. The control system shall include an idle mode control, which allows the engine to run in idle mode in the RUN position only. In this mode, the alternator excitation system shall be disabled and the engine protection parameters for engine oil pressure and engine temperature shall be reduced to proper levels to reflect the lower engine operating speed.
- C. The control system shall include the engine governor control, which functions to provide steady state frequency regulation as noted elsewhere in this specification.
- D. The governor control shall include adjustments for gain, damping, and a ramping function to control engine speed and limit the exhaust smoke while the unit is starting. The control system shall automatically adjust governor gain and stability settings to compensate for engine performance variation related to engine temperature.
- E. The control system shall include time delay start (adjustable 0-100 seconds) and time delay stop (adjustable 0-30 minutes) functions. Indicators shall be provided to reflect that the time delays are in operation, and the time remaining for completion of the time delay period.
- F. The starting control logic shall check for engine rotation at each signal for the engine starter to run. If the engine rotation is not present when the starter is operating, a "fail to crank" alarm and shutdown shall be indicated on the generator set control panel.
- G. The control system shall include sender failure monitoring logic for speed sensing, oil pressure, and engine temperature that is capable of discriminating between failed sender or wiring components, and an actual engine failure conditions.
- H. Generator set start contacts shall be rated 10 amps at 32 VDC.
- I. A battery monitoring system shall be provided which initiates alarms when the DC control and starting voltage is outside manufacturer specified tolerances. During engine starting, the low voltage limit shall be disabled, and the system shall conduct a battery capacity test. A "weak battery" alarm shall be initiated if the starting/control battery does not pass this test.

2.7 ACCESSORIES

- A. Catalytic Converter: As required to meet or exceed BAAQMD and CARB requirements for a non-road diesel gas engine.

- B. Exhaust Silencer: Critical-type silencer, with muffler companion flanges and flexible stainless steel exhaust fitting, sized in accordance with engine manufacturer's instructions. Maximum noise level allowed is 75 dBA at 23 feet.
 - C. Metal Roof Thimble: Where unit is installed indoors, provide ventilated metal roof thimble for all high temperature (greater than 100 degrees C) wall, ceiling and roof penetrations.
 - D. Batteries: Heavy-duty, diesel-starting deep cycle gel pack/absorption glass-mat (AGM) type storage batteries, 12 or 24 volts, sized as recommended by the engine-generator manufacturer. Match battery voltage to starting system. Furnish cables and clamps.
 - E. Battery Tray: Treated for electrolyte resistance; constructed to contain spillage.
 - F. Battery Charger: Solid state to operate with type of batteries furnished. Current limiting type designed to float at 2.17 volts for each cell and equalize at 2.33 volts for each cell. Furnish overload protection, full wave rectifier, DC voltmeter and ammeter, and fused input. Furnish enclosure to meet NEMA 250, Type 1 requirements, or furnish as an internal component of the ATS.
 - G. Line Circuit Breaker: NEMA AB 1, molded case circuit breaker on generator output with integral thermal and instantaneous magnetic trip in each pole. Furnish battery voltage operated shunt trip, connected to open circuit breaker on engine failure. Unit mount in enclosure to meet NEMA 250, Type 1 requirements.
- 2.8 SOURCE QUALITY CONTROL
- A. Provide shop inspection and testing of completed assembly.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install engraved plastic nameplates in accordance with Section 16075.
- B. Ground and bond generator and other electrical system components

3.2 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, Section 7.22 as follows:

33. Visual and Mechanical Inspection

- a. Compare equipment nameplate data with drawings and specifications.
- b. Inspect physical and mechanical condition.
- c. Inspect correct anchorage and grounding.

34. Electrical and Mechanical Tests

- a. Perform an insulation-resistance test on generator winding with respect to ground in accordance with ANSI/IEEE Standard 43.
- b. Calculate polarization index.
- c. Test protective relay devices in accordance with Section 7.9.
- d. Perform phase-rotation test to determine compatibility with load requirements.
- e. Functionally test engine shutdown for low oil pressure, over-temperature, over-speed, and other features as applicable.
- f. Perform vibration baseline test. Plot amplitude versus frequency for each main bearing cap.
- g. Conduct performance test in accordance with ANSI/NFPA Standard 110, Section 5-13 (Installation Acceptance).
- h. Verify correct functioning of governor and regulator.
- i. Inspect and test fuel piping according to NFPA 30 "Testing" Paragraph and NFPA 31 "Tests of Piping" Paragraph.
- j. Repair leaks and defects with new materials, and retest system until satisfactory results are obtained.
- k. Test and adjust controls and safeties

35. Test Values

- a. Polarization index values shall be in accordance with ANSI/IEEE Standard 43.
- b. Vibration levels shall be in accordance with manufacturer's published data.
- c. Performance tests shall conform to manufacturer's published data and ANSI/NFPA Standard 110.

3.3 MANUFACTURER'S FIELD SERVICES

- A. Engage the services of a factory-authorized service representative to inspect field assembled components and equipment installation, including piping and electrical connections, and to assist in testing. Report results in writing.
- B. Testing:
 - 1. Perform field quality control testing under the supervision of the manufacturer's factory-authorized service representative.
- C. Tests: Include the following:
 - 1. Tests recommended by manufacturer.
 - 2. Adjust generator output voltage and engine speed to meet specified ratings.
 - 3. International Electrical Testing Association Tests: Perform each visual and mechanical inspection, and electrical and mechanical test stated in NETA ATS for engine-generator

sets, except omit vibration baseline test. Certify compliance with test parameters for tests performed.

4. NFPA 110 Acceptance Tests: Perform Single-step full-load pickup test.
 5. Exhaust-System Backpressure Test: Use a manometer with a scale exceeding 40 inches water gauge (120 kPa). Connect to exhaust line close to engine exhaust manifold. Verify that backpressure at full-rated load is within manufacturer's written allowable limits for the engine.
 6. Exhaust Emissions Test: Comply with applicable government test criteria.
- D. Retest: Correct deficiencies identified by tests and observations, and retest until specified requirements are met.
- E. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests. Provide certified copies of field tests approved and signed by the authorized service representative.

3.4 DEMONSTRATION AND TRAINING

- A. Provide four (4) hours of training and instruction for at least four persons, to be conducted at project site with manufacturer's certified field service representative. Instruction shall include handouts to all trainees, procedures for the proper operation, adjustments and maintenance of the engine-generator system.
- B. Simulate operation of the engine-generator in manual mode, test mode and causing a power outage by interrupting normal source, and demonstrate that system operates to provide engine-power.

3.5 CLEANING

- A. Clean engine and generator surfaces. Inspect all filters after unit testing – if inspection finds excessive wear, replace filters prior to acceptance.
- B. On completion of installation, inspect system components. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

END OF SECTION