SPECIFICATIONS

FOR

Capell 214 and Pope 220 Fire Stations Emergency Generators, PW 22-21

July 26, 2022

NOTICE TO CONTRACTORS

CONTRACT FOR CONSTRUCTION

PROPOSAL FORM

BONDS

SPECIAL PROVISIONS – SECTION ‘A’
SECTION ‘B’
SECTION ‘C’

Contractor shall possess a Class A, B or C-10 license at the time of contract award.

Bid Opening Date: August 11, 2022

Approved

Juan S. Arias County Engineer RCE No. C63365
NAPA COUNTY
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 Clerk of the Board of Supervisors, Napa County Administration Building, 1195 Third Street, Room 310, Napa, California, until 11:30 A.M. on August 11, 2022, (no bids will be accepted after 11:30 A.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:

Capell 214 and Pope 220 Fire Stations Emergency Generators, PW 22-21

Engineer Estimate: $175,000

Zoom Meeting link: https://countyofnapa.zoom.us/j/87014972125
To listen to bid opening by phone, dial: 1 (669) 900-6833
Zoom Meeting ID: 870 1497 2125

Bids are required for the entire work called for by the Plans and Specifications, and neither partial nor contingent bids will be considered.

Bidders are responsible for monitoring www.countyofnapa.org/1607/Current-Projects for addendums which may be issued up until 72 hours prior to bid opening. Complete sets of Contract Documents must be used in preparing Bids. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

All questions must be e-mailed or mailed by 5:00 P.M. on August 5, 2022, to Frank Lucido at frank.lucido@countyofnapa.org, Napa County Public Works, 1195 Third St. Room 101, Napa, CA 94559.

Bid results of the three apparent low bidders with their subcontractor’s list will be on the County’s website www.countyofnapa.org/1607/Current-Projects by the day after the bids are publicly opened and read.

The Plans and Specifications may be seen at the Napa County Department of Public Works, 1195 Third Street, Room 101 Napa, California. Plans, Special Provisions (excluding State Standard Specifications and other documents included by reference), Proposal Forms, and Contract Forms may be obtained at said office by prospective bidders to those licensed by the State of California for the type of work involved or may be found electronically at www.countyofnapa.org/1607/Current-Projects.

Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code section 4104, 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 Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code section

Notice to Contractor
NTC-1
7029.1 or by Public Contract Code sections 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded. 
Pursuant to California Labor Code sections 1770, et. seq., the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Napa County Department of Public Works where copies will be made available to any interested party on request. These rate determinations may also be found on the State of California Department of Industrial Relations’ website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Contractors and subcontractors shall also submit certified payroll records, employ apprentices, and comply with working hour conditions as required by the Labor Code.

No bid will be considered unless it is made on a blank form furnished by the County Engineer of Napa County and is made in accordance with the provisions of the proposal requirements and conditions set forth under Section 2 of the 2018 Standard Specifications of the State California, Department of Transportation, except as modified in the above referred to Special Provisions.

The Contractor shall possess a Class A, B, or C-10 license at the time of the Contract award. 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.

**PRE-BID MEETING:** A mandatory site meeting for contractors is not scheduled for this project however, the sites are available for inspection and by bidding the project bidders are certifying that they have visited the sites and examined the existing conditions.

The Board of Supervisors reserves the right to reject any or all bids. By order of the Board of Supervisors of the County of Napa, State of California made this July 26, 2022.

NAPA COUNTY CLERK OF THE
BOARD OF SUPERVISORS
CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and concluded in triplicate this _____, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and __________________, whose business address is ______________________ hereinafter referred to as “CONTRACTOR.”

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, 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 County, necessary to construct and complete in a good, workmanlike, and substantial manner and to the satisfaction of the Napa County Board of Supervisors that project known as Capell 214 and Pope 220 Fire Stations Emergency Generators, PW 22-21 which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications (“Plans”) entitled Capell 214 and Pope 220 Fire Stations Emergency Generators, PW 22-21 the Bid submitted by Contractor (“Bid Proposal”), the Special Provisions, and the May 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. County 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 County.

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 Board of Supervisors of the County and for all risks of every description connected with the work; for all expenses incurred by or in consequence of the
Contract for Construction

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:

**Capell 214 and Pope 220 Fire Stations Emergency Generators**
**PW 22-21**

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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>TOTAL</th>
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<td>Mobilization, Bonds, Insurance, etc…, Capell 214</td>
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<td>Transfer Switch, Capell 214</td>
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<td>Generator, Capell 214</td>
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<td>Mobilization, Bonds, Insurance, etc…, Pope 220</td>
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<td>Wiring, Pope 220</td>
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<td>7</td>
<td>Transfer Switch, Pope 220</td>
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<td>8</td>
<td>Generator, Pope 220</td>
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</table>

**Base Bid Total:** $

**TOTAL BASE BID (WRITTEN):**

and $/100 DOLLARS
IN WITNESS WHEREOF, this Contract has been approved by County and Contractor as of the date first set forth on page C-1 of this Contract.

By________________________________________
Authorized Signature NAME
Title

By________________________________________
Authorized Signature NAME
Title

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By________________________________________
RYAN GREGORY, Chair
Board of Supervisors

“COUNTY”

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.

APPROVED AS TO FORM
Office of County Counsel
By: Shana A. Bagley
County Counsel
Date: July 25, 2022

APPROVED BY THE
NAPA COUNTY
BOARD OF SUPERVISORS
Date: ______________________
Processed By: ______________________
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors
By: ______________________

CONTRACT FOR CONSTRUCTION
C-3
PROPOSAL FORM
(MAY BE DETACHED AND SUBMITTED ALONE)

TO THE DIRECTOR OF PUBLIC WORKS
OF NAPA COUNTY
NAPA, CALIFORNIA

FOR:

Capell 214 and Pope 220 Fire Stations Emergency Generators

PW 22-21

NAME OF CONTRACTOR ________________________________________________

BUSINESS ADDRESS ___________________________________________________

E-MAIL ADDRESS ______________________________________________________

DIR LICENSE NUMBER ________________________________________________

CONTRACTOR LICENSE NO. ____________________________________________

Location: The work to be done and referred to herein is in Napa County, State of California, more particularly described as follows:

Capell 214 and Pope 220 Fire Stations Emergency Generators

PW 22-21

The undersigned, as contractor, 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 him or herself 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 Napa County, 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:
# Capell 214 and Pope 220 Fire Stations Emergency Generators  
**PW 22-21**

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<td>Generator, Pope 220</td>
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<td></td>
</tr>
</tbody>
</table>

**Base Bid Total:** $

**TOTAL BASE BID (WRITTEN):**

and $/100 DOLLARS

*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 Chair 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

The Bid and Determining Low Bidder.
Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Base Bid.

The contractor 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 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 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 County 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 Director of Public Works within eight (8) days, not including Saturdays, Sundays, and legal holidays, after the contractor has received notice from the County Engineer that the contract has been awarded to him, the Director of Public Works may, at its option, determine that the contractor 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 Napa County.

///
Form of Bid.

(1) To receive consideration, bids shall be made on the forms and in the manner set forth in the Notice to Contractors.

(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) Contractors 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 County 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 County 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 County; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from contractors who have previously failed to perform properly or to complete contracts of any nature on time.

Relief of Contractors. Attention is directed to the provisions of Public Contract Code section 5100, et seq., concerning relief of contractors, and in particular to the requirement therein that if a contractor claims a mistake was made in its bid, the contractor shall give the County 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. All protesting bidders must pay a protest fee to Napa County Public Works before the protest is accepted in accordance with the Napa County Fee Policy adopted by the Board of Supervisors and last revised by Resolution 2019-70. The current Bid Protest Fee is $903.88 as set forth in Part III Fees, Part 140 Public Works, section 140.015 and section 140.115(f). Any bid protest must be in writing and received by the County at 1195 Third Street, Napa, CA 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 County Purchasing Manual and must comply with the provisions of that section and those requirements set forth below:
(1) Only a contractor who has actually submitted a Bid Proposal is eligible to submit a bid protest against another contractor. Subcontractors are not eligible to submit bid protests. A contractor may not rely on the bid protest submitted by another contractor 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 contractor if different from the protesting contractor.

(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 contractor and any other contractor who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(4) The protested contractor may submit a written response to the protest, provided the response is received by the County 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 contractor if different from the protested contractor.

(5) A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested contractor and any other contractor who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(6) The procedure and time limits set forth in this section are mandatory and are the contractor’s sole and exclusive remedy in the event of bid protest. The contractor’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 County to award a contract, if at all, to the lowest contractor 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 responsibility, the County will weigh any evidence that the contractor has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. The County shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.
NONCOLLUSION DECLARATION TO BE EXECUTED
BY CONTRACTOR AND SUBMITTED WITH BID

"I, ________________________________, hereby declare as follows: that I am
_____________________________ 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 contractor has not directly or indirectly induced or
solicited any other contractor to put in a false or sham bid, and has not directly or indirectly
colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or
that anyone shall refrain from bidding, that the contractor has not in any manner, directly or
indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of
the contractor or any other contractor, or to fix any overhead, profit, or cost element of the bid price,
or of that of any other contractor, 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 contractor has not, directly or indirectly, submitted their 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 in an amount equal to at least ten percent (10%) of the total bid is a:

- [ ] Cashier’s Check
- [ ] Certified Check
- [ ] Bidders Bond

[Note: A personal check is not an acceptable form of security]

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

**IMPORTANT NOTICE**: If contractor or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners comprising the firm; if contractor 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 contractor

NOTE; if contractor 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 contractor 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 contractor is an individual, their 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 ______________________

Email ________________________________________________________________
ADDENDUM ACKNOWLEDGEMENT

Contractor 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 ________________
Addendum No. ________________ Date ________________

PROPOSAL FORM
P-8
List of Subcontractors

Pursuant to Public Contract Code sections 4100 to 4113, Standard Specifications section 5-1.13, and Napa County Board of Supervisors Resolution No. 74-3, each bidder shall complete and submit this form with their bid in accordance with the following instructions.

1. 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.
2. 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.
3. **All fields must be completed as specified or the bid proposal may be rejected as non-responsive.**

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Portion of Contract (i.e., Electrical, Striping, Roofing, etc.)</th>
<th>Subcontractor License Number</th>
<th>DIR Registration Number(^1)</th>
<th>Dollar Amount of Work to Be Performed</th>
<th>Location of Business (City and State)</th>
</tr>
</thead>
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\(^1\)All general contractors and subcontractors must be registered with DIR in conformance with Labor Code sections 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 County, 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](https://efiling.dir.ca.gov/PWCR/Search)
Note: Bid Bonds to be on this form or on a form supplied by a licensed surety insurer

CONTRACTORS BOND
NAPA COUNTY
STATE OF CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS,

That we ______________________________________ as PRINCIPAL, and

_____________________________________________

____________________________________________

____________________________________________

____________________________________________

are held and firmly bound unto NAPA COUNTY, hereinafter called the COUNTY, 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 Napa County Board of Supervisor, 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 Board of Supervisors of the County of Napa for the in Napa County, in accordance with the Specifications entitled Capell 214 and Pope 220 Fire Stations Emergency Generators, PW 22-21 and the Standard Specifications of the State of California, Department of Transportation, dated, 2018, therefore, heretofore adopted by the Napa County Board of Supervisors.

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 Clerk of the Board of Supervisors, 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):  
By: ______________________________  
By: ______________________________, Attorney in Fact

Surety:  
By: ______________________________

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

APPROVED AS TO FORM:
THOMAS C. ZELENY, Interim County Counsel

By:  Shana A. Bagley (July 25, 2022)  
Deputy County Counsel
NAPA COUNTY
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 NAPA COUNTY, a political subdivision of the State of California, as Obligee, in the full and just sum of AND 00/100 DOLLARS 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: Capell 214 and Pope 220 Fire Stations Emergency Generators, PW 22-21 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 NAPA COUNTY 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):

By: ________________________________  By: ________________________________
   Attorney in Fact

By: ________________________________

Signatures for Principal and Surety must be acknowledged before Notary Public

APPROVED AS TO FORM:
THOMAS C. ZELENY, Interim County Counsel

By: Shana A. Bagley (July 25, 2022)
   Deputy County Counsel
NAPA COUNTY
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 ____________________________, AND 00/100 DOLLARS 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 NAPA COUNTY, a political subdivision of the State of California, to do and perform the following work, to-wit: S Capell 214 and Pope 220 Fire Stations Emergency Generators, PW 22-21.

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 Unemployment Insurance Code section 13020 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 NAPA COUNTY 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 persons 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: ____________________________
By: ____________________________

Attorney in Fact

Signature for Principal and Surety must be acknowledged before Notary Public

APPROVED AS TO FORM:
THOMAS C. ZELENY, Interim County Counsel

By: Shana A. Bagley (July25, 2022)

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SPECIAL PROVISIONS- SECTION “A”
GENERAL CONDITIONS

1. **LOCATION**

   The project will be commenced at the following Napa County facilities:

   - Capell 214 Fire Station, 1251 Steele Canyon Rd, Napa County, CA 94558
   - Pope 220 Fire Station, 2386 Stage Coach Canyon Rd, Napa County, CA 94558

2. **DESCRIPTION OF WORK**

   The Capell 214 and Pope 220 Fire Stations were prepared to accept generators when they were originally constructed. The new work required consists of pulling new wires through existing conduits, installing automatic transfer switches, supplying new diesel generators, and fastening, connecting and testing the new generators.

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.** Napa County, a political subdivision of the State of California.
   - **Days.** As used in these special provisions, days shall mean working days.
   - **Department of Transportation.** The Board of Supervisors of Napa County, State of California, acting by and through its Director of Public Works.
   - **Department.** The Napa County Department of Public Works.
   - **Director of Transportation.** The Napa County Public Works Director.
   - **Engineer or County Engineer.** The Napa County Public Works Director, 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.** Napa County.
   - **State of California.** Napa County.
Transportation Building, Napa County Administration Building, 1195 Third Street, Suite 101, Napa, California 94559.

State Highway Engineer. The Napa County Public Works Director, 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 County or its corresponding agency, office or officer acting under this contract.

4. CONTRACT DOCUMENTS
The Contract Documents shall include the Notice to Contractors, Proposal Form, bonds, these special provisions, the Standard Specifications of the State of California and the Standard Plans of the State of California, Department of Transportation, dated 2018 insofar as same may apply, and pertinent portions of other documents included by reference thereto in the Special Provisions or the Contract pages.

5. CONTRACTOR LICENSE
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. 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.

7. **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. The contractor after receiving notice that
the contract has been executed and approved and shall diligently prosecute the same
completion of all work in the Plans and Specifications according. The County Board of
Supervisors is expected to award the project on August 23, 2022. Due to the long lead-time in
procuring some items, the time of completion is as follows:

**Submittals:**

The Contractor shall within **three (3) working days** after receiving notice that the contract has
been executed and approved by the County Board of Supervisors provide submittal for the
schedule.

The Contractor shall within **ten (10) working days** after receiving notice that the contract has
been executed and approved (Notice to Proceed) provide submittals for the generators and
transfer switches.

**Site Work and Equipment:**

The Contractor shall complete all work by November 30, 2022. If delivery of the generators
and/or transfer switches are delayed by extenuating circumstances beyond the control of the
contractor, all work other than the installation of the generators and/or transfer switches must
be completed by November 30, 2022.

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
**NINETEEN HUNDRED DOLLARS ($1,000)** 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.

8. **QUALITY ASSURANCE**

The County uses a Quality Assurance Program (QAP) to ensure a material is produced to
comply with the Contract.

You may examine the records and reports of tests the County performs if they are available at
the job site.

Schedule work to allow time for QAP.

9. **PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**
The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

10. SUBCONTRACTING

Attention is directed to Section 5-1.13, “Subcontracting,” of the Standard Specifications.

11. PREVAILING WAGES

The Project is a “public works” as defined in the California Labor Code. The Contractor shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit “A” at the end of these General Conditions, California Prevailing Wage Requirements.

12. CERTIFIED PAYROLL RECORDS

Special Attention is directed to the provisions of Section 7-1.02K(3), “Certified Payroll Records,” 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. Failure to submit will delay processing of progress payments.

13. BIDDING REQUIREMENTS AND CONDITIONS

Attention is directed to Section 2, “Bidding,” of the Standard Specifications and these Special Provisions.

(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.

14. **CONTRACT AWARD AND EXECUTION (Bonds)**

Attention is directed to Section 3, “Contract Award and Execution,” of the Standard Specifications, contract bonds. In-lieu of the bonds specified under Section 3-1.05 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 8182 of the Civil Code in an amount equal to one hundred percent (100%) of the contract price of the work contemplated.

If the County awards the contract, the award is made to the lowest responsive and responsible contractor. Additional details are set forth in the proposal form. The contractor shall ensure that the bid is valid for 60 days from bid opening.

15. **SCOPE OF WORK**

Attention is directed to Section 4, “Scope of Work,” of the Standard Specifications.

The intent of the plans and specifications is to cover the entire 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 bid and the Board of Supervisors 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.
16. 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 4-1.05 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.

17. CONTROL OF THE WORK

Attention is directed to Section 5 of the Standard Specifications and these Special provisions.
After contract approval, submit documents and direct questions in writing to the Engineer.

(a) Contract Components. A component in one contract part applies as if appearing in each. The
parts are complementary and describe and provide for a complete work.

If a discrepancy is found or confusion arises, request correction or clarification in writing.
Any deviations from the approved Plans and Specifications shall be approved by the Engineer
and all changes shall be by written permission only.

(b) Acceptance of Contract. Attention is directed to Section 5-1.46, “Final Inspection and
Contract Acceptance,” of the Standard Specifications and these Special provisions.
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.

18. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Attention is directed to Section 7 of the Standard Specifications and these Special Provisions.

Comply with laws, regulations, orders, and decrees applicable to the project. Immediately report
to the Engineer in writing any discrepancy or inconsistency between the contract and a law,
regulation, order, and decree.
(a) **Prevailing Wages.** See Section 21 and 22 of these Special Provisions.

(b) **Public Convenience and Public Safety.**

Attention is directed to Section 7-1.03 and Section 7.1.04 of the Standard Specifications and these Special Provisions.

(1) **Safety Devices.** Furnishing and maintenance of 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 inspect and maintain all necessary safety devices in proper operating condition when in use, 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 or termination as otherwise provided in this Contract.

(2) **Material Safety Data Sheets (MSDS) –** The Contractor shall provide MSDS for each product used on site upon request by the Engineer.

(3) **Safety Standards; Suspension of Contract for Unsafe Equipment.** 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), the Federal Aviation Administration (FAA) 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.

(c) **Hold Harmless/Indemnification.** To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of County 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 County 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.

(d) **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 against COUNTY and the Construction Management consultant, and shall provide COUNTY with certification of all such coverages upon request by COUNTY’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 or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) per occurrence and FIVE MILLION DOLLARS ($5,000,000) aggregate, 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 a crane is used, the contractor or subcontractor shall provide Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than FIVE MILLION DOLLARS ($5,000,000) per occurrence and TEN MILLION DOLLARS ($10,000,000) aggregate, 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.

   (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 COUNTY’s Risk Manager demonstrated by other evidence of coverage acceptable to COUNTY’s Risk Manager, which shall be filed by CONTRACTOR with the DEPARTMENT OF PUBLIC WORKS prior to commencement of performance of any of Contractor's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY 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 are 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 COUNTY, their officers employees, agents and volunteers as well as the STATE OF CALIFORNIA 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 COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. 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 COUNTY’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, COUNTY’s Risk Manager, which approval shall not be denied unless the COUNTY’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 COUNTY’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 COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

19. **PROSECUTION AND PROGRESS**

Attention is directed to Section 8, “Prosecution and Progress,” of the Standard Specifications, and these Special Provisions.

(a) **Preconstruction Meeting**

Prior to the commencement of work at the site, a Preconstruction meeting will be held at a mutually agreed time and place which shall be attended by the Contractor, its Superintendent, and its subcontractors as appropriate.

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.

Unless previously submitted to the Engineer, the Contractor shall bring to the preconstruction meeting six (6) copies each of the following:
1. Draft Construction Schedule.
2. Procurement schedule of major equipment and materials and items requiring long lead time.
4. Letter of Responsibility designating emergency contacts for the Contractor after business hours.

(b) Progress Meetings
The Contractor shall schedule and hold regular on site progress meetings at least weekly during construction and at other times as requested by Engineer. The Contractor, Engineer, Inspector, and all subcontractors active on the site shall be represented at each meeting. The Contractor or Engineer may at its discretion request attendance by the Contractor's suppliers, manufacturer's, and other subcontractors.

The County shall provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

(c) Construction Schedule and Progress Schedule
The contractor, promptly after being awarded the contract or upon receiving notice of intent to award, shall prepare and submit a baseline construction schedule for the work. The baseline schedule shall not exceed the number of contract working days. The baseline schedule must include the entire scope of work and demonstrate how the contractor plans to complete all work contemplated and shall provide for expeditious and practicable execution of the work.

The Contractor shall also incorporate all required permit conditions and other coordination into the schedule.

The contractor shall correct any new non-compliant work and defective work within the contract working days at no additional cost to the county.

The progress schedule shall be revised at appropriate intervals as required by the conditions of the work and project or when requested in writing by the Engineer. The Contractor shall perform the work in general accordance with the most recent schedules submitted to the Engineer.

(d) Schedule of Submittals
A schedule of submittals shall be provided to the Engineer at the preconstruction meeting. The Contractor shall keep the submittal schedule up to date and ensure that it coordinates with the construction schedule, with adequate time for the Engineer to review the submittals and be in accordance with the working days section of this document.

(e) Termination of Contract. Attention is directed Section 8-1.13 of the Standard Specifications and these Special provisions.
Whenever, in the opinion of the Board of Supervisors 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 Supervisors 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 Supervisors 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 Supervisors 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 Supervisors 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 Supervisors 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 Napa County.

20. TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provision of this Agreement, County 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 County. County 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.

21. MEASUREMENT AND PAYMENT

Attention is directed to Section 9, “Payment,” of the Standard Specifications and this Special Provisions.

Payment for the various items of the Bid Sheets, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of
work being described, as necessary to complete the various items of work as specified and shown on the Drawings, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety. No separate payment will be made for any item that is not specifically set forth in the Bid Sheet(s), and all costs therefor shall be included in the prices named in the Bid Sheet(s) for the various appurtenant items of work.

All pay line items will be paid for at the unit prices named in the Bid Sheet(s) for the respective items of work. The quantities of work or material stated as unit price items on the Bid Sheet(s) are supplied only to give an indication of the general scope of the Work; the County does not expressly nor by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price of any major item of work by an amount up to and including 25 percent of any major bid item, without a change in the unit price, and shall have the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the contract price.

Section 9-1.07 “Payment adjustments for price index fluctuations,” is deleted.

(a) **Force Account.** Attention is directed Section 9-1.04 of the Standard Specifications and these Special Provisions.

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) **Progress Payments.** Attention is directed Section 9-1.16 of the Standard Specifications and these Special Provisions.

In lieu of Section 9-1.16 F Retentions, the County will retain 5 percent (5%) of the value of all work done and 5 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 (e), 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:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
</tr>
</thead>
</table>

On behalf of Contractor:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
</tr>
</thead>
</table>

On behalf of Escrow Agent:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
</tr>
</thead>
</table>

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”

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
</table>

“Contractor”

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
</table>
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 9204 - Claim resolution process for claim by contractor in connection with public works project.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
   (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
   (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
   (C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
   (B) "Public entity" shall not include the following:
      (i) The Department of Water Resources as to any project under the jurisdiction of that department.
      (ii) The Department of Transportation as to any project under the jurisdiction of that department.
      (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
      (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
      (v) The Military Department as to any project under the jurisdiction of that department.
      (vi) The Department of General Services as to all other projects.
      (vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

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

(g) This section applies to contracts entered into on or after January 1, 2017.

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

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

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” means “public works contract” as defined in Section 1101 but 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 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 9-1.17 of the Standard Specifications provided however that in no event will the final payment be made within 35 calendar days after the filing of Notice of Completion.

22. 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 this Exhibit "A" 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 County and shall remain in force for their normal life.

(d) Ownership of Plans and Specifications. All drawings, specifications and copies thereof provided to Contractor by the County shall remain the property of the County 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 the contractor’s 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 County of Napa, Public Works Department, which will send a written instruction to all bidders. Napa County will not be responsible for oral instructions.

23. OWNER'S RIGHT TO DO WORK

Napa County 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.

24. **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.

25. **COUNTY 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 Supervisors 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 COUNTY employees or contractors.


(b) County of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment” revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991 and subsequently revised effective May 1, 2009.

(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 Napa County Policy Manual Part I, Section 37U.

26. **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.

27. 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 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.
28. **DEFECTIVE AND NONCOMPLIANT WORK**

Attention is directed to Section 5-1.30 Noncompliant and Unauthorized work and Section 5-1.39 Damage Repair and Restoration of the Standard Specifications

Per Section 5-1.30 Noncompliant and Unauthorized work of the Standard Specifications, the contractor shall correct or remove and replace work that does not comply with the Contract at contractor’s cost. County will reduce payment for non-compliant work left in place until the work has been corrected. If the contractor fails to comply promptly with an order under section 5-1.30, the County may correct, remove, or replace noncompliant or unauthorized work. The County will deduct the cost of this work from the contract.

Per Section 5-1.39 Damage Repair and Restoration of the Standard Specifications, before Contract acceptance, the contractor shall restore damaged work to the same state of completion as before the damage. The County does not adjust payment for repair or restoration that the Engineer determines was caused by the contractor’s failure to construct the work under the Contract or protect the work.

The contractor shall submit a repair or restoration work plan and scheduled for the approval of the Engineer prior to proceeding with work. The submittal must comply with the requirements in Section 4 Submittal Procedures of this Special Provisions.

29. **AUDITS/ACCOUNTING/RECORDS**

The Contractor shall maintain financial accounts, documents, and records (collectively, “records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The Contractor shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the County or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the County or their agents with any relevant information requested and shall permit the County or their agents access to the Contractor’s premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The Contractor shall retain the required records for a minimum of three years following the later of final disbursement by the County, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the County and the Bureau of State Audits during the retention periods.
If the Contractor retains any subcontractors to accomplish any of the work of this agreement, the Contractor shall first enter into an agreement with each subcontractor requiring the subcontractor to meet the terms of this section and to make the terms applicable to all subcontractors.

30. **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.

31. **SECTIONS OF THE 2018 SPECIAL PROVISIONS NOT APPLICABLE.**

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

32. **FORCE MAJEURE**

In the event the work is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, the COVID-19 pandemic or other incidence of disease or illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects the area in which the Project is located and the Contractor’s labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events.

33. **COVID-19**

Some or all of the work may be performed during a state of emergency due to the COVID-19 pandemic. Minimizing the risk of transmission among workers is essential. Contractor shall take reasonable efforts to follow these guidelines to increase hygiene on the jobsite:

(a) Add sanitary facilities (toilet and hand washing stations with soap and hand sanitizer provided). Workers should both wash their hands with soap for twenty seconds and use hand sanitizer often.
(b) Perform deep cleaning on jobsites including disinfecting handrails, doorknobs, equipment handles and tools on an accelerated basis.

(c) Instead of having group safety meetings, and to keep the suggested social distance, hold smaller individual safety meetings at the jobsite maintaining social distancing guidelines.

(d) Keep separation of at least 6 feet as feasible while on the job and always during rest and break periods and lunches; there should not be any group gatherings.

(e) Ask workers to consider bringing a lunch made at home and stay away from congested lunch trucks and coffee shops. Ask workers to try and go directly from work to home and vice versa with as little contact with the general public as possible.

(f) Ensure workers wear and utilize all safety equipment available on the jobsite. Contractors should provide all protective equipment as available.

(g) Instruct sick workers to stay at home.

(h) Remind workers not shake hands when greeting others.

(i) Remind workers not to touch their eyes, nose, or mouth with unwashed hands.
Exhibit “A”
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite.

1.1. Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. Penalties for Violations. The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

3. Payroll Records. The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require its subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in California Labor Code section 1776 on a monthly basis, both to the County and directly to the Labor
Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

3.1. If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

3.2. The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

4. Apprentices. The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

5. Working Hours. The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

8. Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.
9. **Contractor and Subcontractor Registration Requirements.** The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code 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 California Business and Professions code or by sections 10164 or 20103.5 of the California Public Contract Code, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

9.1. A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within twenty-four hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

9.2. By submitting a bid or proposal to the County, the Contractor is certifying that he or she has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5, and the Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

9.3. The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County’s request.

9.4. This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

10. **Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.
SPECIAL PROVISIONS - SECTION ‘B’
GENERAL REQUIREMENTS

1. GENERAL REQUIREMENTS

(a) LAYOUT OF WORK – The Contractor shall lay out the work as directed by the Engineer in the field.

(b) MATERIAL SAFETY DATA SHEETS (MSDS) – The Contractor shall provide MSDS for each product used on site.

(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 at all times conduct his work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to insure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No access way shall be closed to the public without first obtaining permission from the Engineer.

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.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the County may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor’s operations and the Contractor shall be liable to the County for all costs incurred plus 100%.

Nothing in this section shall be construed to impose tort liability on the County or Engineer. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(e) COOPERATION – The Contractor shall cooperate with the occupants of the existing facilities adjacent to the project and coordinate the work in such a manner as to minimize the disruption to the existing facilities.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.
(f) SCHEDULE OF WORK – The Contractor shall not obstruct the access to any other driveway within the project area without prior permission.

(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 Napa County 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 – Attention is directed to section, 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 7:00 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 a.m. to 4:00 p.m. unless otherwise approved by the Engineer.

(m) SCOPE – Contractor shall take into account all costs associated with the improvements as discussed in the technical specifications, when preparing the bid and shall take into account the working hour restrictions.

(n) LIVESCAN – All workers shall pass a Livescan administered at the Sheriff’s facility.
SPECIAL PROVISIONS - SECTION ‘C’
TECHNICAL SPECIFICATIONS

11500 - Measurement & Payment

260500 – Basic Electrical Requirements

260800 – Testing

262700 – Basic Electrical Materials and Methods

263214 – Electrical Generator

263601 – Automatic Transfer Switch
SECTION 01 15 00
MEASUREMENT AND PAYMENT, PW 22-21

PART 1 - GENERAL

1.01 GENERAL

A. Unless otherwise specified in other individual sections of these specifications, quantities of work shall be determined from measurements or dimensions in horizontal planes.

B. Units of measurement shall be in accordance with U.S. Standard Measures.

C. See the Special Provisions related to progress payments and payment schedule to the contractor.

1.02 PAYMENT PROVISIONS

The contractor shall provide unit price information on the Unit Price Bid Summary Sheet.

PART 2 - MATERIALS

2.01 The measurement and payment items are listed below:

The payments to the Contractor are based on the following items. It is the intent that the scope of the description of the following items encompasses the entire scope of the work as shown on the plans and described in the specifications. The bid amounts shall be for complete in place installations.

The Contractor is reminded that written permission to dispose of any material must be obtained and delivered to the Engineer in advance of any disposal activities. Failure to do so shall result in the contractor accepting all liabilities for the material.

BASE BID ITEMS

Item 1: Mobilization Bonds, Insurance, etc…, Capell 214 - Measurement for this item shall be on a lump sum basis and covers the cost for the contractor to mobilize, obtain bonds and insurance and also complete work shown on the plans but not covered by the other bid items in this section.

Item 2: Wiring, Capell 214 - Measurement for this item shall be on a lump sum basis. This work covers all contractor costs for materials, equipment and labor needed to core
drill and install a ground rod and pull wires between the transfer switch, main service panel, ground rod and generator.

**Item 3: Transfer Switch, Capell 214 -** Measurement for this item shall be on a lump sum basis. This work covers all contractor costs for materials, equipment (including transfer switch) and labor needed to mount and electrically connect and test the transfer switch. The County will pay 50% of the bid item price after the switch is ordered and the remainder after it is installed. The transfer switch must be ordered by October 31, 2022.

**Item 4: Generator, Capell 214 -** Measurement for this item shall be on a lump sum basis. This work covers all contractor costs for materials, equipment (including the generator) and labor needed to mount, electrically connect and test the generator. The County will pay 50% of the bid item price after the generator is ordered and the remainder after it is installed. The generator must be ordered by October 31, 2022.

**Item 5: Mobilization Bonds, Insurance, etc…, Pope 220 -** Measurement for this item shall be on a lump sum basis and covers the cost for the contractor to mobilize, obtain bonds and insurance and also complete work shown on the plans but not covered by the other bid items in this section.

**Item 6: Wiring, Pope 220 -** Measurement for this item shall be on a lump sum basis. This work covers all contractor costs for materials, equipment and labor needed to core drill and install a ground rod and pull wires between the transfer switch, main service panel, ground rod and generator.

**Item 7: Transfer Switch, Pope 220 -** Measurement for this item shall be on a lump sum basis. This work covers all contractor costs for materials, equipment (including transfer switch) and labor needed to mount and electrically connect and test the transfer switch. The County will pay 50% of the bid item price after the switch is ordered and the remainder after it is installed. The transfer switch must be ordered by October 31, 2022.

**Item 8: Generator, Pope 220 -** Measurement for this item shall be on a lump sum basis. This work covers all contractor costs for materials, equipment (including the generator) and labor needed to mount, electrically connect and test the generator. The County will pay 50% of the bid item price after the generator is ordered and the remainder after it is installed. The generator must be ordered by October 31, 2022.

**END OF SECTION 01150**
SECTION 26 05 00
BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to provide and install the Electrical Work as shown on the drawings and as specified hereinafter, including, but not limited to the following:
1. Permanently mounted generator, installation, and testing.
2. Automatic transfer switch and related connections.
3. Air quality permit submission and coordination (if required).
4. Existing electrical panel modifications and new back-up generator feeder conductors between the generator and transfer switch.
5. Misc. branch circuit wiring, wiring devices, and connections to all equipment requiring electrical connections.
6. All required incidental work, such as electrical testing and temporary power.
7. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
8. It is the intent of the drawings and specifications that systems be complete and, except as otherwise noted, be ready for operation.

1.02 DESCRIPTION OF WORK

A. This project includes the installation of a new back-up power generator at the existing fire station site. As such, the project scope for this contractor shall include all associated electrical system upgrades and interconnections as shown on the drawings. The intent is that all systems will be complete and functional at the completion of this contract and that all old systems, equipment, feeders, circuits, wiring, and related devices (no longer used) be completely and neatly removed. Where discrepancies between the drawings and existing conditions are noted, the Engineer or Owner shall be notified immediately for resolution.

B. The back-up generator shall be permanently installed. Transfer shall be via a new automatic transfer switch. Each transfer switch shall include an integral exercise timer.

C. As with every renovation project, the electrical work will include (and require) exploration and other field work on a daily basis to complete the new designed equipment and connections within the constraints of the existing site conditions at the site.

D. The contractor shall include as part of the base bid, sufficient labor hours to provide such exploration and field work throughout the duration of the project. Change orders for miscellaneous coordination of existing conditions will not be approved unless specific and latent conditions are uncovered that warrant such additional compensation or require additional work not shown on the drawings or included in the specifications, or implied by the designed conditions.

E. New raceways and/or wiring to new and existing equipment are to be installed unless otherwise noted. There are existing raceways to be used for most connections, as shown on the drawings.

1.03 RELATED WORK

A. Division 1 - General Requirements
1.04 INCORPORATED DOCUMENTS

A. Requirements of the General Conditions, Supplementary Conditions, and Division 1 Sections apply to all work in this Section, unless modified herein.

B. Published specifications, standard tests or recommended methods of trade, industry or government organizations apply to work of this Section where cited by abbreviations noted below, unless modified herein.
   1. 2019 California Code of Regulations.
   2. 2019 California Building Standards Administrative Code, Part 1, Title 24, C.C.R.
   7. American Society of Civil Engineers 7-16 (ASCE/SEI), Minimum Design Loads for Buildings and Other Structures.
   8. Underwriters' Laboratories, Inc. (UL).
   9. Local Utility Company regulations.
  10. Air Quality Permit Requirements.

C. All State and Municipal Codes and Ordinances.

1.05 CONDITIONS AT SITE:

A. Visit to each site is required by all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.

B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to the complete satisfaction of the Owner.

1.06 QUALITY ASSURANCE

A. Conformance:
   1. All work shall conform to the applicable requirements of Article 1.04 above.
   2. The Contractor shall notify the Engineer, prior to submission of bid, about any part of the design, which fails to comply with abovementioned requirements.
   3. If after contract is awarded, minor changes and additions are required by aforementioned authorities, even though such work is not shown on the drawings or covered in the specifications, they shall be included at Contractor's expense.

B. Coordination:
   1. The Contractor shall become familiar with the conditions at the job site, and with the drawings and specifications and plan the installation of the electrical work to conform with the existing conditions and that shown and specified so as to provide the best possible assembly of the combined work.
   2. The Contractor shall work out in advance all "tight" conditions, and if found necessary, supplementary drawings shall be prepared by this Contractor, for the Engineers approval,
before work proceeds in these areas. No additional costs will be considered for work, which must be relocated due to conflicts with existing conditions.

3. The Contractor shall coordinate and verify all backbox, device, or equipment mounting requirements with the devices or equipment to be installed, prior to rough in.

1.07 SUBMITTALS

A. Product Data:
   1. See also Section 26 32 14 - Electric Generator and 26 36 01 - Automatic Transfer Switch.
   2. Within 15 days after award of the Contract, submit:
      a. Complete electrical systems material list and cut sheets of all items proposed to be furnished and installed under this Division. Provide manufacturers data sheets for all devices, raceways, equipment, and related products to be used for the Division 26 work.
      b. Manufacturers' specifications and other data required demonstrating compliance with the specified requirements.
      c. Manufacturers' recommended installation procedures which, when approved by the Engineer, shall become the basis for inspecting and accepting or rejecting actual installation procedures used on the work.
   3. Shop Drawings: Furnish shop drawings and/or equipment cuts for the following:
      a. Scaled drawings of equipment layout in generator area.
      b. Generator equipment.
      c. Automatic Transfer Switch.
   4. Test Reports:
      b. Field Tests: Performance tests as specified for specific equipment.
      c. Megger Tests: As specified under TESTING.
   5. Maintenance and Operating Manuals:
      a. Systems Description: Description of operating procedures.
      b. Controls: Diagrams and description of operation of each system.
      c. Equipment: Manufacturer's brochures, ratings, certified shop drawings, maintenance data, and parts lists with part numbers. Mark each sheet with equipment identification number and actual installed condition.
      d. Materials and Accessories: Manufacturer's brochures, parts lists with part numbers, and maintenance data where applicable. Mark each sheet with identification number of system and location of installation.
      e. The Maintenance and Operation Manual shall be presented in a bookmarked PDF file with tabbed sections as stated below. Provide all information in each section as stated below.
         1) 26 32 14 and 26 36 01
            (a) Insert the approved submittals for the generator and transfer switch.
            (b) Provide the names, address, and telephone numbers of the manufacturer and the two closest manufacturer's representatives of the equipment.
            (c) Insert all operating instructions.
            (d) Include the manufacturer's recommended maintenance of the equipment.
      2) 26 0800:
         (a) Insert all systems testing results.
   6. Record Documents: "As-builts": As specified under Paragraph 3.02 of this Section.

1.08 DELIVERY, STORAGE AND HANDLING

A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all trades.
B. Delivery and Storage: Deliver all materials to the job site in their original containers with all labels intact and legible at time of use. Store in strict accordance with approved manufacturers' recommendations.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.

D. This Contractor shall personally, or through an authorized representative, check all materials upon receipt at jobsite for conformance with approved shop drawings and/or plans and specifications.

1.09 SCHEDULING/SEQUENCING

A. Place orders for all equipment in time to prevent any delay in construction schedule or completion of project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet the construction schedule, together with any special handling charges, shall be borne by this Contractor.

B. The Contractor shall coordinate production and delivery schedule for all Owner-supplied equipment with the equipment suppliers to ensure that all Owner-supplied equipment is delivered to site in coordination with the construction schedule and in such a manner as to cause no delays in completion of the Contract as scheduled.

1.10 REQUIREMENTS

A. The contract drawings indicate the extent and general arrangements of the conduit wiring systems, etc. If any departures from the contract drawings are deemed necessary by the Contractor, details of such departures and the reasons therefore shall be submitted as soon as practicable, and within (15) days after award of the electrical contract.

B. Unless material list and data is received as a complete and all-inclusive submittal within the stipulated time all items shall be provided as specified, with no deviations permitted.

C. Any and all additional costs incurred by the substitution of electrical material or equipment, or installation thereof, shall be borne by the Contractor under this Section.

D. Burden of proof of equality of any substitution for a specified product is the responsibility of this Contractor.

E. Where required by Engineer to ascertain equality of substitute product, Contractor may be requested to provide the specified item and the submitted substitution for comparison, at no additional cost to the Owner.

1.11 GUARANTEE

A. This Contractor shall guarantee that all work executed under this Section will be free from defects of materials and workmanship for a period of one (1) year or as per the General Conditions of this project, whichever is longer. Dates shall be from the date of final acceptance of the building. The contractor shall further guarantee that he will, at his own expense, repair and replace all such defective work, and all other work damaged thereby, which becomes defective during the term of the guarantee. Such repair or replacement shall be guaranteed for one (1) year from the date of repair or replacement.
1.12 PERMITS AND INSPECTIONS

A. This Contractor shall arrange for and obtain all required permits and inspections.

B. Do not allow or cause any of the work to be covered or enclosed until it has been tested and/or inspected.

1.13 IDENTIFICATION

A. Main Panels and feeder circuit breakers therein, panels, disconnect switches, cabinets, and other apparatus used for the operation of, or control of circuits, appliances or equipment, shall be properly identified by means of engraved laminated plastic descriptive nameplates mounted on apparatus using stainless steel screws. Nameplates shall have white letters with black background and be submitted to the Engineer for approval. Cardholders in any form are not acceptable.

PART 2 - PRODUCTS

2.01 GENERAL

A. Refer to applicable Division 26 Sections for complete products specifications.

2.02 MATERIALS

A. Materials of the same type or classification, used for the same purpose, shall be the product of the same manufacturer.

2.03 ACCEPTABLE MANUFACTURERS

A. Materials shall be of make mentioned elsewhere in this specification. All materials shall be the best of their several kinds, perfectly new and approved by the Underwriters’ Laboratories.

B. Where material, equipment, apparatus or other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired quality, style and utility and shall be the basis of the bid. Materials so specified shall be furnished under the contract unless changed by written approval of the Engineer. Where two or more designations are listed, choice shall be optional with this Contractor, but this Contractor must submit his choice for final approval.

2.04 POSTED OPERATING INSTRUCTIONS

A. Furnish approved operating instructions for systems and equipment where indicated in the technical sections for use by operation and maintenance personnel. The operating instructions shall include wiring diagrams, control diagrams, and control sequence for each principal system and equipment. Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions as directed. Attach or post operating instructions adjacent to each principal system and equipment including startup, proper adjustment, operating, lubrication, shutdown, safety precautions, procedure in the event of equipment failure, and other items of instruction as recommended by the manufacturer of each system or equipment. Provide weather-resistant materials or weatherproof enclosures for operating instructions.
exposed to the weather. Operating instruction shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

2.05 CATALOGED PRODUCTS/SERVICE AVAILABILITY

A. Materials and equipment shall be current products by manufacturers regularly engaged in the production of such products. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The 2-year period shall be satisfactorily completed by a product for sale on the commercial market through advertisements, manufacturers’ catalogs, or brochures. Products having less than a 2-year field service record will be acceptable if a certified record of satisfactory field operation for not less than 6,000 hours, exclusive of the manufacturers’ factory or laboratory tests, is furnished. The equipment items shall be supported by service organizations which are reasonable convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which the work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Drawings:
   1. The general arrangement and location of wiring and equipment is shown on the electrical drawings and shall be installed in accordance therewith, except for minor changes required by conflict with the work of other trades.
   2. The Contractor shall coordinate and verify all backbox, device, or equipment mounting requirements with the devices or equipment to be installed, prior to rough in.
   3. Maintain “as-built” records at all times, showing the exact location of concealed conduits and feeders installed under this contract, and actual numbering of each circuit. Upon completion of work and before acceptance can be considered, this Contractor must forward to the Engineer, updated CAD plans, corrected to show the electrical work as actually installed.

B. Measurements: Before ordering any material or closing in any work, verify all measurements on the job. Any differences found between dimensions on the drawings and actual measurements shall be brought to the Engineer’s attention for consideration before proceeding.

3.03 FIELD QUALITY CONTROL

A. All workmanship shall be first class and carried out in a manner satisfactory to and approved by the Engineer.

B. This Contractor shall personally, or through an authorized and competent representative, constantly supervise the work and so far as possible keep the same foreman and workmen on the job throughout.
3.04 TEMPORARY LIGHTING AND POWER

A. Provide and install temporary lighting and power systems for the duration of construction, of adequate size to accommodate the required lighting and power loads. Coordinate with other trades to insure adequate sizing.

3.05 ADJUSTING AND CLEANING

A. All electrical equipment, including existing equipment not "finish painted" under other sections, shall be touched up where finished surface is marred or damaged.

B. All equipment shall be left in clean condition, with all shipping and otherwise unnecessary labels removed there from.

3.06 SCHEDULES

A. Coordination: Coordinate installation of electrical items with the schedule for other work to prevent unnecessary delays in the total Work.

3.07 PAINTING OF EQUIPMENT

A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test, except equipment specified to meet requirements of ANSI C37.20 shall have a finish as specified in ANSI C37.20.

B. Field Applied: Paint electrical equipment as required to match finish or meet safety criteria. Painting shall be as specified in the respective equipment section.

3.08 TESTS

A. Testing and inspection: See Section 26 08 00 - Testing.

END OF SECTION
SECTION 26 08 00
TESTING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Work Included in This Section: All materials, labor, equipment, services, and incidentals necessary to perform the testing and inspection of the electrical work, including but not limited to the general systems noted below:
   1. Grounding system.
   2. Distribution system.
   3. Generator.
   4. Transfer Switch.
   5. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
   6. All work shall comply with Sections 26 05 00 and 26 27 00.
   7. In addition to the general system tests and inspections indicated above, the Contractor shall perform the following inspections and tests. The Contractor shall provide all material, equipment, labor, and technical supervision to perform such tests and inspections:
      a. System Grounding.
      b. Distribution system tests.
      c. Feeders.
   8. The purpose of these tests is to assure that all tested electrical equipment is operational and within industry and manufacturer's tolerances and is installed in accordance with design specifications.

1.02 APPLICABLE CODES, STANDARDS, AND REFERENCES

A. All inspections and tests shall be in accordance with the International Electrical Testing Association - Acceptance Testing Specifications ATS-2021 (referred to herein as NETA ATS-2021).

1.03 QUALIFICATIONS

A. Qualifications of the Testing Firm shall be as listed in NETA ATS-2021.

PART 2 - PRODUCTS

2.01 THIS ARTICLE DOES NOT APPLY TO TESTING.

PART 3 - EXECUTION

3.01 GENERAL

A. Final test and inspection to be conducted in presence of the Authority having Jurisdiction (AHJ) or Inspector of Record (IOR). Test shall be conducted at the expense of, and managed by, the Contractor, at a mutually agreed time. Submit written test report of all tests, with test result values and overall outcome.
B. All portions of the electrical installation shall be inspected and tested to ensure safety to building occupants, operating personnel, conformity to code authorities and Contract Documents, and for proper system operation.

3.02 INSPECTIONS AND TESTS

A. Tests: Field tests shall be performed and reports submitted, as per Section 26 05 00, Part 1.
   1. Final Inspection Certificates: Prior to final payment approval, deliver to the Owner, with a copy to the Engineer, signed certificates of final inspection by the appropriate local authority having jurisdiction.
   2. Grounding System:
      a. All ground connections shall be checked and the entire system shall be checked for continuity. The resistance of grounding electrodes in the system shall be measured using a 3 point fall-of-potential method. The maximum ground resistance shall be three ohms. If the measured ground resistance exceeds three ohms, install (1) additional ground rod, bonded and interconnected with the grounding electrode system.
      b. Ground tests shall meet or exceed the requirements of the National Electric Code.
   3. Power Distribution System:
      a. Test generator and transfer switch functions and all feeder connections for grounds and shorts with mains disconnected from feeders, branch circuits connected and circuit breakers closed, all fixtures in place and permanently connected and grounding jumper to neutral lifted and with all wall switches closed.
      b. Check verification of color coding, tagging, numbering, and splice make-up.
      c. Verify that all conductors associated with each circuit are in same conduit.
      d. Perform megger tests of all new distribution system feeders prior to energizing. All Cables failing megger tests or with evidence of damage shall be removed and replaced in their entirety (no splices), at no cost to the Owner. Damaged cables may not be field repaired without specific approval of the Engineer.

   END OF SECTION
PART 1 - GENERAL

1.01 WORK INCLUDED

A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to install the electrical work as shown on the drawings and as specified hereinafter, including but not limited to the work listed below:
   1. Raceways, feeders, branch circuit wiring, wiring devices, safety switches and connections to all equipment requiring electric service.

B. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.

C. All work shall comply with Section 26 05 00.

1.02 SUBMITTALS

A. Comply with the provisions of Section 26 05 00.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Refer to Section 26 05 00, Basic Electrical Requirements, Part 2 - Products.

B. List of Equipment Manufacturers:

C. Conduit and Conduit Fittings

D. Wire and Cable (600V)

E. Solderless Lugs and Grounding Connections

F. Conduit Racks, Hangers
2.02 MATERIALS

A. Raceways: Most raceways are already existing, as shown on the drawings, and shall be utilized for the new feeder and circuit conductors shown.

B. Extensions of existing raceways shall match, existing, unless otherwise noted on the drawings.

C. For new raceways, only the raceways specified below shall be utilized on this project. Substitutions shall be pre-approved in writing. All bare conduit ends (stub-ups or stub-outs) shall be provided with bushed ends or manufactured insulated throat connectors:

1. Rigid Type - hot dip galvanized or sherardized steel, use on all exterior locations or in concrete slab, with completely watertight, threaded fittings throughout. Compression fittings are not acceptable.
   a. All rigid steel conduit couplings and elbows in soil or concrete or under membrane to be ½ lap wrapped with Scotch #50 tape and threaded ends coated with T&B #S.C.40 rust inhibitor prior to installation of couplings.
   b. ½ lap wrap all rigid steel conduit stub-ups from slab or grade to 6” above finished grade level with Scotch #50 tape.

2. In lieu of rigid steel conduit for power and control raceways and branch circuit conduits in concrete slabs, "Schedule 40" PVC and stub-ups may be used with code size ground wire. A “stub-up” is considered to terminate 6” above the finished surface.

3. All conduit cuts (factory or field cut) shall be perfectly square to the length of the conduit and cut ends shall be reamed with a reaming tool to provide a smooth edge to the passing conductors and to remove all burs and scrapes. Use of a hand file is not acceptable.

4. Fasten conduits securely to boxes with locknuts and bushings to provide good electrical continuity.

5. To facilitate pulling of feeder conductors, install junction boxes as shown or required.

D. Wire and Cable (line voltage and signal systems):

1. 600-volt class where used for or run with line voltage power wiring, insulation color coded, minimum No. 12 AWG for power branch circuits, No. 14 for power control circuits, and wiring size and type as directed by signal system manufacturer for each signal system.

2. All conductors shall be copper.

3. Size and insulation type:
   a. Standard locations: #12 to #1 AWG: THWN for wet locations and THHN for dry locations. #1/0 through #4/0 AWG: XHHW (55 Mils). 250MCM and larger: XHHW (65 Mils). All wire sizes used shall be based on a 75 degree insulation rating, unless specifically used with 90 degree rated breakers and devices.
   b. All wiring (power and signal) installed underground between buildings, or in wet or damp locations, shall be outside listed and rated for wet locations.
   c. High temperature and non-standard locations: Provide wire type and insulation category suitable for area of use as defined in NEC table 310-13.

4. Conductors No. 8 and larger and as otherwise noted on drawings shall be stranded. Power conductors No. 12 and No. 10 shall be solid or stranded. Power conductors No. 14 or smaller shall be solid.

5. Provide signal system wiring for each system to meet the system manufacturers requirements and recommendations for each device or equipment type. Signal wiring systems shall be provided with shielding and/or insulation type and cable quantities as directed by the manufacturer, and meet all NEC requirements for locations used.

6. Install all wiring branch circuits and feeders (low voltage and line voltage) in conduit unless noted otherwise on the drawings. Contractor shall mandrel all feeders and pass a "sock" (or utilize other suitable means) through each raceway prior to pull to remove all water and construction debris. All raceways shall be completely clear of any obstructions or debris.
and all cut ends shall be reamed, prior to pull. Utilize pulling compound on all runs to
insure minimum friction and pulling tension.

7. Megger test all new feeders prior to energizing. See section 26 08 00 for additional
information.

8. Connections to devices from "thru-feed" branch circuit conductors to be made with pigtails,
with no interruption of the branch circuit conductors.

9. Neutral conductor identified by white outer braid, with different tracers of "EZ" numbering
tags used where more than one neutral conductor is contained in a single raceway.

10. Neatly arrange and "marlin" wires in panels and distribution panelboards with "T and B Ty-rap" or approved equal plastic type strapping.

11. All wire and cable shall bear the Underwriters' Label, brought to the job in unbroken
packages; wire color-coded as follows:
   a. Voltage Phasing A B N
   b. 120/240 1PH3W Black Red White

12. The equipment grounding conductor shall be insulated copper; where it is insulated, the
insulation shall be colored green.

13. Label each wire of each electrical system in each pull box, junction box, outlet box,
terminal cabinet, and panelboard in which it appears with "EZ" numbering tags indicating
the connected circuit numbers.

14. Install feeder cables in one continuous section unless splices are approved by Engineer.
Exercise care in pulling to avoid damage or disarrangement of conductors, using approved
grips. No cable shall be bent to smaller radius than the spool on which it was delivered
from the manufacturer. Color code feeder cables at terminals. Provide identifying linen
tags in each pull box.

E. Equipment Disconnects: All disconnects shall be located to allow proper code required
clearance in each area. Locations shown on drawings are diagrammatic only. The contractor
shall coordinate exact locations in the field (other trades) prior to rough-in to insure proper
clearances.

1. Motor Disconnect Switches and Safety Switches: General Electric Company Heavy Duty
Type "THD", cover interlocked with operating handle so that cover cannot be opened with
switch in closed position and switch cannot be closed with cover in open position. 240V
rating, single or multi-pole as required or as noted on drawings, in Nema 1 enclosure
indoors or Nema 3R enclosure outdoors unless otherwise noted. Provide dual element
motor circuit fuses sized as recommended by equipment manufacturer (for final equipment
actually installed).

2. Code required disconnects: Provide a local disconnect in addition to the branch circuit
protection device for all equipment as required by code (whether shown or not).
Disconnects shall consist of a motor rated switch (or disconnect) for all motor loads less
than 3/4HP or other suitable disconnect sized to match branch circuit conductors and load
current of equipment, with number of poles as required.

F. Lugs and Connectors: Thomas and Betts "lock-tite", for No. 4 and larger wire; 3M "Scotchlock"
fixed spring screw-on type wire connectors with insulator for No. 6 and smaller wire.

1. All splices shall be made up with screw-on type connectors - no plug-in or push-in style
connectors acceptable. Wires shall be solidly twisted together with electricians pliers
before screw-on connector is installed to ensure a proper connection in the event of wire
nut failure. No exceptions.

2. Connectors listed or labeled for "no wire twisting required" are not an acceptable
substitute for actual wire twisting.

3. Utilize porcelain type connectors in all high temperature environments (above 105 degrees
Celsius).

G. Splice Insulation: "Scotch" electrical tape with vinyl plastic backing or rubber tape with
protective friction tape for interior work.
1. Splices in electrical cables of 600 volt insulation class in underground system duct shall be made only in accessible locations such as pullboxes, light pole handholes, etc., using a compression connector on the conductor and by insulating and waterproofing (for exterior and underground locations) by one of the following methods:
   a. Cast type splice insulation shall be provided by means of a molded casting process employing a thermosetting epoxy resin insulating material which shall be applied by a gravity poured method or by a pressure injected method. The component materials of the resin insulation shall be in a packaged form ready for convenient mixing after removing from the package. Do not allow the cables to be removed until after the splicing material has completely set.
   b. Gravity poured method shall employ materials and equipment contained in an approved commercial splicing kit which includes a mold suitable for the cables to be applied. When the mold is in place around the joined conductors, the resin mix shall be prepared and poured into the mold. Do not allow cables to be moved until after the splicing materials have completely set.

H. Identification: Refer to Section 26 05 00.

PART 3 - EXECUTION

3.01 REFER TO BASIC ELECTRICAL REQUIREMENTS - SECTION 26 05 00 FOR WORK UNDER THIS SECTION.

3.02 TESTS

A. Testing and Inspection: See Section 26 08 00 - Testing.

END OF SECTION
PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide a complete diesel powered electric generator, plus accessories, in a single common housing, as noted herein and as indicated on the Drawings.

B. Provide CBC 2019 compliant seismic installation.

C. Manufacturer shall be responsible for providing a complete assembly of all components for the generator in one housing, which is certified to comply as an integrated assembly with CBC 2019 requirements.

D. Manufacturer shall provide technical assistance to Owner in securing all required local Air Quality Management District permits for installation of the generator, where required.

1.02 SUBMITTALS

A. Refer to Section 26 05 00 for requirements.

B. Tests and Reports (Test Requirements are detailed in Paragraph 1.04).
   1. Provide certified test reports of the following:
      a. Factory tests.
      b. Field Tests: Test reports shall include dates performed, method of testing, test results, test interpretation and recommended action.
   2. Shop Drawings and Product Data
      a. The following list includes the required Shop Drawing information that shall be submitted for the generator:
         1) Physical dimensions and weights.
         2) Exhaust piping.
         3) Brake horsepower of engine.
         4) Fuel consumption.
         5) Cooling requirements.
         6) Electrical characteristics of generator, voltage regulator, and battery charger.
         7) Load graphs.
         8) Control panel.
         9) Elevation.
         10) Wiring and control diagrams.
         11) Engine and generator details.
         12) Location of available parts and service.
         13) Confirmation that engine meets the latest required EPA Tier Exhaust Emission Compliance Statement, complies with latest CARB requirements for standby equipment, and complies with the local Air Quality Management District requirements.
         14) Details of base tank fill connection, including overfill basin.
         15) Details of primary tank venting, primary and secondary tank emergency relief venting, high fuel alarm panel and sensing, and tank labeling.
   3. Maintenance and operating instruction manuals in a bookmarked PDF file, including approved shop Drawings, parts list, list of recommended spare parts, sources of purchase and similar information.
1.03 GUARANTEE

A. Provide a written guarantee against all defects in materials and application, which prevent proper functioning for one (1) year from date of acceptance of the project.

1.04 TESTS

A. Certified copies of factory test giving guaranteed performance characteristics to meet the Specifications should be furnished by the Manufacturer. The unit shall be tested at the Manufacturer's plant for performance of all functions including a 2-hour full load test, using 0.8pf reactive to 1.0pf resistive load banks and until all temperatures have been stabilized for at least 30 minutes.

B. The Manufacturer shall have field tests made of the generator and wiring systems in place by a qualified factory technician. The complete engine generator set with all of its appurtenances shall be tested after installation for all functions, including a 2-hour full load test with full-rated resistive (1.0pf) load bank. The Manufacturer shall supply all equipment necessary for the tests, including fuel.

C. Testing of fuel system - see Part 3 of this Section.

1.05 FUNCTION

A. The generator shall be automatically started. The unit shall be automatically removed from the line upon resumption of normal power and stopped five (5) minutes later.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General:
   1. Provide and install a complete generator system at the site, including power plant powered by diesel fuel and controlled by automatic start/stop function. The system shall be complete, tested, and meet all the functional requirements of an automatically operated power source serving full load power stabilized at rated voltage and frequency.
   2. The diesel generating set shall be automatically operated with the automatic transfer switch and shall be complete with starting and control equipment, battery, charger, enclosure, and other equipment necessary to provide a complete power back-up system.
   3. Arrange for, and include, the services of a factory engineer for checking installation, making specified and all other necessary tests, making initial start, instructing operating personnel in operating unit through all of its functions to ensure that the unit is performing in accordance with the intentions of the Specifications.
   4. Manufacturers: Generac, Cummins-Onan, Kohler, Caterpillar, or approved equal.
   5. Power Plant:
      a. Rating shall be based on continuous standby power rating of the generator and with capabilities to carry 100% full load without damage to the engine, generator or components, and with capabilities for starting the largest motor scheduled for the standby power system while carrying full connected load at an altitude of 1,500 feet above sea level. Full load power ratings shall be as indicated on the drawing, continuous standby at 1.0 PF.

         1) Voltage regulation shall be +/-0.5% for any constant load between no load and rated load.
2) Frequency regulation shall be isochronous from steady state no load to steady state rated load.

3) The engine generator set shall be capable of single step load pick up of 100% nameplate KW and power factor, less applicable derating factors, with the engine-generator set at rated operating temperature.

4) Under motor starting conditions the generator set shall be capable of sustaining a minimum of 90% of rated no load voltage with the specified KVA load at near zero power factor applied to the generator set.

5) Maximum transient voltage dip shall not exceed 35 percent below rated on application of the single largest surge load step.

b. Provide unit and all accessories in a common weatherproof enclosure, with a common base for unit capable of skidding into place.

c. Provide minimum 18” flexible section in all electrical, fuel and exhaust lines at connection to power plant.

d. Provide flexible steel disc coupling to engine-generator.

e. Provide lifting brackets.

f. Provide a CBC 2019 compliant and certified vibration isolation system.

6. Engine:

a. The engine shall be 4-cycle design, water-cooled. Operating speed shall be 1800 RPM.

b. Starting by battery-driven starter. Include cranking sequencer, which shall give three (3) start attempts before locking out over-cranking protection.

c. Governor shall be isochronous electronic as required to maintain generated frequency at 60 Hz. at 75% full load within a steady state band-width of (+/-) 0.25%. Frequency shall not vary over 3% from no load to full load. Governors using engine crankcase lube oil will not be acceptable. Governor shall be type EFC, Electronic Isochronous.

d. Provide fuel and lubrication systems for diesel engine.

e. Provide a cooling system with sufficient capacity for cooling engine when generator is delivering 100% full load for four hours at ambient of 40 degrees C at an altitude of 1,500 feet. Include water-circulating pump and thermostatic valve to maintain recommended engine temperature; radiator with drain and air vent and fan with protective guard; jacket water corrosion resistant heating element. Radiator shall be filled with antifreeze solution of strength as recommended by Manufacturer.

f. All areas within 24 inches of the muffler shall be covered with 6 lb. density mineral wool. All piping shall be schedule 40 black pipe.

1) The exhaust system, piping, and insulation shall be factory supplied and installed. Extend black standard weight iron pipe from the engine with 18” flexible connection between engine and muffler. The muffler shall be installed within the same overall enclosure as the engine-generator.

g. Provide a unit-mounted battery for engine start, 12 or 24-volt DC with a capacity of not less than 160-ampere hours at 20-hour rate. The battery shall also be sized for six starts of 30-second cranking duration each, with ambient 15 degree F, mounted on earthquake-proof tray on pad with all necessary battery cables, hydrometer and enclosure-mounted voltage-regulated battery charger in Nema 3R enclosure with float, taper, and equalize charge settings and with DC voltmeter, DC ammeter and circuit for low voltage alarm. Battery shall be lead-acid type.

h. Auxiliary switches for over-speed trip and automatic over-speed shut down at a speed 10% greater than the normal specified operating RPM. The engine shall shut down on over-speed, low oil pressure, high oil temperature and high water temperature by means of auxiliary switches, actuating signal lights and alarms.

i. Temporary batteries may be used for testing, but new, unused batteries shall be furnished after final testing is complete and before acceptance. New batteries shall be used for one generator start to demonstrate adequacy of final battery installation.
j. Engine exhaust emissions shall meet the latest adopted EPA Tier Exhaust Emission Compliance Statement, the latest CARB requirements for standby applications, and the local Air Quality Management District standards.

B. Generator:
   1. Rated for continuous standby service, complying with NEMA standards.
   2. Brushless, balanced 4-pole revolving field type with rotating rectifier exciter mounted on end of shaft, single ball bearing support to starter housing, rotor connected by semi-flexible steel disc coupling to engine flywheel to assure permanent alignment free of injurious tensional vibrations at speeds up to 125% of synchronous. Rated for 105 degrees Centigrade rise.
   3. Generator insulation shall be in accordance with latest NEMA standards using minimum Class H materials. All insulation system components shall meet NEMA MG1 temperature rise limits for Class H insulation system. Actual temperature rise measured by resistance method at full load shall not exceed 105 degrees centigrade.
   4. A permanent magnet generator (PMG) shall provide excitation power for immunity to voltage distortion caused by non-linear loads. The PMG shall sustain excitation power for optimum motor starting and to sustain short circuit current at approximately 300% of rated current for not more than 10 seconds.
   5. Voltage regulator of static solid state design to give (+/-) 2% regulation from no-load to full load; instantaneous voltage dip less than 20% of rated when full load at rated power factor suddenly applied; and recovery to stable operation of voltage within 1% of rated within four seconds. The voltage regulator shall be of the asynchronous pulse width modulated type and shall be insensitive to severe load-induced waveshape distortion from SCR or thyristor circuits such as those used in UPS and motor speed control equipment. Manual adjustment of (+/-) 5% of normal to be included by a lockable device or screwdriver slot in rheostat shaft. All voltage sensing shall be 1-phase.
      a. The automatic voltage regulator shall be temperature compensated, solid-state design. The voltage regulator shall control build up of AC generator voltage to provide a linear rise and limit overshoot. The regulator shall include a torque-matching characteristic, which shall use differential rate of frequency change compensation to use the maximum available engine torque and provide optimal transient load response. Regulators, which use a straight line fixed volts per hertz characteristic, are not acceptable.
      b. Shielding of generator, exciter and regulator to prevent radio frequency interference.
      c. The generator, exciter, and voltage regulator shall be designed and manufactured by the engine-generator set manufacturer so that the characteristics shall be matched to the torque wave of the engine to provide the fastest possible system recovery from transient load changes and to prevent engine stall during transient overload conditions.
   6. Control Equipment:
      a. Panel mounted with vibration isolators to plant frame. Top of panel shall not exceed 6'-6" above slab.
      b. The generator set shall be provided with a microprocessor-based control system, which shall be designed, to allow automatic starting, monitoring and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set and remote monitoring and control as described in this Specification. The control panel shall be mounted on the generator set.
      c. The control panel shall be vibration isolated and prototype tested to verify the durability of all components in the system under the vibration conditions encountered.
      d. The control panel shall be UL508 labeled, CSA282-M1989 certified and meet IEC6528 part 4. All switches, lamps and meters shall be oil-tight and dust-tight and the enclosure door shall be gasket. There shall be no exposed points in the control panel (with the door open) that operate in excess of 50 volts. The controls shall met
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 IEEE587 for voltage surge resistance.

e. The generator set mounted control panel shall include the following features and functions:

1) Three position control switch labeled RUN/OFF/AUTO: In the RUN position the generator set shall manually start and accelerate to rated speed and voltage. In the OFF position the generator set shall immediately stop, bypassing all time delays. In the AUTO position the generator set shall be ready to accept a signal from the automatic transfer switch exercise timer for periodic operation.

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 restarting.

3) Push-button 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 10 minutes after the switch is depressed or after the switch is depressed a second time.

5) Generator Set Metering: The generator set shall be provided with a metering set with the following features and functions:

(a) Voltmeter, ammeter, frequency meter and kilowatt (KW) meter.
(b) Digital metering set, 0.5% accuracy, RMS type to indicate generator voltage, frequency, output current, output KW, KW-hours and power factor. Generator output voltage shall be available in line-to-line neutral voltages and shall display all phase voltages (line to neutral or line to line) simultaneously.

6) Generator Set Alarm and Status Indication: The generator set shall be provided with alarm and status indicating lamps to indicate non-automatic generator status and existing alarm and shutdown conditions. The lamps shall be high-intensity LED type. The lamp condition shall be clearly apparent under bright ambient lighting conditions. The generator set control shall indicate the existence of the following alarm and shutdown conditions on a digital display panel.

(a) Low oil pressure (alarm)
(b) Low oil pressure (shutdown)
(c) Oil pressure sender failure (alarm)
(d) Low engine temperature (alarm)
(e) High engine temperature (alarm)
(f) High engine temperature (shutdown)
(g) Engine temperature sender failure (alarm)
(h) Low coolant level (alarm or shutdown—selectable)
(i) Fail to crank (shutdown)
(j) Over-crank (shutdown)
(k) Over-speed (shutdown)
(l) Low DC voltage (alarm)
(m) High DC voltage (alarm)
(n) Weak battery (alarm)
(o) Low fuel-base tank (alarm)
(p) High AC voltage (shutdown)
(q) Low AC voltage (shutdown)
(r) Under frequency (shutdown)
(s) Over current (warning)
(t) Over current (shutdown)
(u) Short circuit (shutdown)
(v) Ground fault (alarm)
(w) Under frequency (alarm)
(x) In addition, provisions hall be made for indication of two customer-specified alarm or shutdown conditions. The non-automatic indicating lamp shall be red and shall flash to indicate that the generator set is not able to automatically respond to a command to start.

7) Engine Status Information: The following information shall be available from a digital status panel on the generator set control:
   (a) Engine oil pressure (psi or kPA)
   (b) Engine coolant temperature (degrees F or C; both left and right bank temperature shall be indicated on V-block engines)
   (c) Engine oil temperature (degrees F or C)
   (d) Engine speed (rpm)
   (e) Number of hours of operation (hours)
   (f) Number of start attempts
   (g) Battery voltage (DC volts)

8) The Generator Control Panel shall monitor the status of the Automatic Transfer Switch. The monitoring for the Automatic Transfer Switch shall be:
   (a) ATS Normal Position
   (b) ATS Emergency Position

   f. Control Functions: The control system provided shall also include a cycle cranking system, which allows for user selected crank time, rest time and number of cycles. Initial settings shall be for 3 cranking periods of 15 seconds each with 15-second rest periods between cranking periods.
   g. 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.
   h. The control system shall include an engine governor control which functions to provide steady state frequency regulation as noted elsewhere in this Specification. The governor control shall include adjustments for gain; damping and a ramping function to control engine speed and limit exhaust smoke while the unit is starting. The governor control shall be suitable for use in paralleling applications without component changes.
   i. The control system shall include time delay start (adjustable 0-300 seconds) and time delay stop (adjustable 0-600 seconds) functions.
   j. The control system shall include sender failure monitoring logic, which is capable of discriminating between failed senders or wiring components and an actual failure conditions.

7. Fuel System: The fuel system shall conform to NFPA 37. The engine shall start, operate, and stop on liquid diesel fuel.
   a. Fuel Filtering System: The fuel filtering system shall consist of a strainer, located between the storage tank and the fuel transfer pump, and a duplex fuel filter, located between the engine fuel pump and the engine. The filtering system shall be capable of removing from the fuel system flakes, dirt, metallic chips, carbon, water, or other foreign matter, which would be harmful to the engine. The filtering system shall be easily accessible for quick-and-easy replacement of the filter element and cleaning of the strainer. Components of the filtering system shall be the standard products of the engine Manufacturer.
   b. Engine Fuel Pump: The engine fuel pump shall be a positive-displacement, engine-driven pump capable of supplying an adequate quantity of fuel to the engine under all operational conditions. Solenoid shut-off valve in fuel line discharge side of pump shall be interlocked with the engine shutdown cuitry.
c. Fuel Tank: The fuel tank shall be skid mounted under the engine, and shall be capable of providing an immediate fuel supply to the engine fuel pump. The tank shall be no more than 30” high. The tank shall be provided with a flexible tubing suction line to the engine, an excess fuel return line from the engine to the tank, a fuel gauge, a vent, a drainpipe, and high and low-level float switches for activating the low-level alarms. See drawings for exact capacity of fuel tank. The tank shall be a full double wall, U.L. listed design and shall be factory tested in accordance with the requirements of U.L. 142. The outer containment cavity shall be equipped with an emergency leak-detection float switch for the leak detection and alarm system. The tank shall as a minimum include the following:

d. Primary tank venting shall be provided and shall be a minimum of 1.25” nominal inside diameter. The primary vent shall be extended thru the roof of the generator enclosure to a height not less than 12 feet above grade. The normal vent shall have a screened mushroom style cap.

e. Emergency relief venting shall be provided for both the primary and secondary tanks. Rain protected, open style rupture basins are not acceptable. These vents shall be extended thru the roof of the generator enclosure to a height of not less than 12 feet above grade. The extended emergency vents shall be capped with U.L. listed pressure relief type caps designed to open at 2.5 PSI. Materials used for vent pipes, supply and return piping, valves and fittings shall conform to Article 79, Division VII.

f. A 5 gallon capacity overfill basin shall be provided around the fill pipe and shall include a means of draining spills back into the main tank. The fill pipe shall be extended down into the fuel tank and terminate within 6” of the bottom of the tank.

g. The high fuel sensor shall be wired to an audible and visual local alarm that shall be activated at 90% of the tank capacity. The alarm panel shall be mounted at the fill location and shall include a reset/silence for the alarm and light that will automatically reset the controller for the next fill. An "off switch" is not acceptable.

h. The tank shall include labels to indicate "Diesel Fuel". The lettering shall be 3” high, half-inch stroke, red letters on a white background outlined in red.

i. All of the above items shall be submitted for approval. Do not release the fuel tank for manufacture until it has been approved.

8. Output Circuit Breaker:
   a. Provide an engine-generator mounted circuit breaker with ratings as noted on the Drawings. Breaker handles shall not exceed 6’-6” above grade.

9. Weather Protective Enclosure:
   a. The generator set and accessories, shall be housed in a weather protective enclosure. The enclosure shall have a cambered roof to prevent rain accumulation, shall include stainless steel hardware to prohibit rust, and shall include stainless steel retainers to hold doors securely in place.

   b. Material used for the enclosure shall be 14-gage steel for panels and 12-gage steel for posts. Three hinged lockable access doors shall be provided on each side, with hold-open retainers. Rodent barriers shall be provided on inlet and outlet sides. Louvers shall be fixed. Oil and coolant drains shall be run to the exterior of the enclosure. Interior valves on the oil and coolant lines shall be provided for ease of service.

   c. Provide sheet metal scoop on radiator output, to direct the radiator exhaust air directly up and vertically out of the generator enclosure. Provide screen on output of scoop to prevent dirt, leaves, and bird incursions. Provide drain on floor of scoop to drain off any water. Provide access door in scoop for cleaning of any accumulated debris. Scoop shall be factory-mounted as part of the engine-generator package. Provide detailed shop drawings of scoop with engine-generator submittals.
PART 3 - EXECUTION

3.01 INSTALLATION

A. The engine-generator set shall be mounted on a rigid steel chassis suitable for installation on a concrete slab.

B. The Contractor shall assist the Owner in preparing and submitting a permit-to-construct application to the local Air Quality Management District for installation of the engine-generator. The Contractor shall pay for permit and permit approval fees, and the Owner shall pay for annual operational fees. Granting of such permit will require a site-specific screening application followed by an analysis by the local Air Quality Management District.

C. Load tests shall be run as required in Paragraph 1.04 of this Section to the generator rated load after generator installation is complete. The Manufacturer shall provide auxiliary load banks for full-load testing of the generator. Manufacturer shall schedule the tests with the Owner so that final tests may be witnessed. Verify correct reading and operation of all meters, indicators and controls.

D. Readings required during both preliminary and final tests requested in Paragraph 1.04 shall be taken and shall include the following:
   1. Frequency.
   2. Voltage.
   4. Wattage.
   5. Ambient temperature.
   7. Oil pressure and temperature.
   8. Protection: Provide protection facilities and procedures to prevent damage and deterioration.
   9. The Manufacturer shall perform the following fuel tank tests at the site after the installation is complete, but before the fuel is delivered. Tests shall be conducted in the presence of the Owner and shall include as a minimum the following:
      a. Primary tank shall be pneumatically tested at 5 psig for 30 minutes; during which time the connections to the primary tank shall be soap tested.
      b. Secondary tank shall be pneumatically tested at 3 psig for 30 minutes; during which time the connections to the secondary tank shall be soap tested.
      c. Primary piping shall be pneumatically tested at 150 percent of the maximum operating pressure for 30 minutes; during which time all fittings shall be soap tested.
      d. Secondary piping, if provided, shall be pneumatically tested at 5 psig for 30 minutes, with soap testing.
      e. Other secondary containment shall be liquid tight as demonstrated by a 24-hour standing water test.
      f. Correct operation of the leak detection system shall be demonstrated.

3.02 INSTRUCTION AND MAINTENANCE

A. Instruct the Owner's personnel in the proper use, operation and maintenance of the set. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies. Train Owner's personnel in the procedures to be followed, checking for the source of an operational failure or malfunction.
B. Maintenance Period: Starting at the date of acceptance of the Work, provide complete systematic inspection and maintenance for the first three years. Furnish trained experts and equipment to check, adjust, lubricate and otherwise maintain the generator set in operation without defects or deterioration. Replace or repair materials and parts, which become defective or deteriorated for any reason.

C. Furnish a factory-trained Engineer for a minimum of one working day prior to final acceptance of the generator installation, or as needed to satisfy Owner that the system is functioning properly. Testing and training for the new engine-generator installation shall take place during normal business hours.

END OF SECTION
PART 1 - GENERAL

1.01 WORK INCLUDED

A. Provide a new automatic transfer switch, fully compatible with the new generator, as indicated on the drawings and as specified herein.

1.02 SUBMITTALS

A. Refer to Section 26 05 00.

B. Shop Drawings and Product Data, including complete wiring diagrams, including system interconnections.

C. Test and Test Report for Automatic Transfer Switch:
   1. Visual and Mechanical Inspection:
      a. Inspect for physical damage.
      b. Compare equipment nameplate information and connections with single line diagram and report any discrepancies.
      c. Check switch to ensure positive interlock between normal and alternate sources.
      d. Check tightness of all cable connections and bus joints.
      e. Perform manual transfer operations.
      f. Electrical Tests for Automatic Transfer Switch:
         1) Perform insulation resistance tests phase-to-phase and phase-to-ground with switch in both source positions.
         2) Set and calibrate in accordance with the Manufacturer's recommendations.
            a) Voltage-sensing relays.
            b) Transfer time delay relays.
            c) Engine shutdown relays.
         3) Perform automatic transfer by:
            a) Simulating loss of normal power.
            b) Return to normal power.
         4) Monitor and verify correct operation and timing:
            a) Normal voltage-sensing relays.
            b) Engine start sequence.
            c) Time delay upon transfer.
            d) Alternate voltage-sensing relays.
            e) Automatic transfer operation.
            f) Interlocks and limit switch function.
            g) Timing delay and retransfer upon normal power restoration.
            h) Engine shutdown feature.
            i) Correct functioning of auto-exercising controller.

D. Maintenance and operating instruction manuals. Submit a bookmarked PDF file, including approved Shop Drawings, parts list, list of recommended spare parts, sources of purchase and similar information.
1.03 REFERENCE STANDARDS

A. The following Specifications and standards, except as hereinafter modified, are incorporated herein by reference and form a part of this Specification to extend the indicated by the references thereto. Except where specific date is given, issue in effect (including amendments, addenda, revisions, supplements, and errata) on the bid date shall be applicable. In text such Specifications and standards are referred to by basic designation only.

B. National Fire Protection Association (NFPA)
   1. No. 70 National Electrical Code (NEC)

C. Underwriters’ Laboratories, Inc. (UL):
   1. No. 1008 Automatic Transfer Switches
   2. No. 489 Molded Case Circuit Breakers

D. National Electrical Manufacturers Association (NEMA):
   1. ICS 2.447 Industrial Control and Systems

E. American National Standards Institute (ANSI):

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Generac.

B. Asco.

C. Russelectric.

D. Onan

E. Kohler

F. Caterpillar

2.02 AUTOMATIC TRANSFER SWITCH, GENERAL

A. The automatic transfer switch (ATS) shall be 1-Phase, 2-pole as indicated on the drawings and rated as indicated on the drawings. ATS shall be mounted in a Nema 3R enclosure. ATS shall be the standard product of a company engaged in manufacturing automatic transfer switches for at least 10 years. ATS shall be manufactured so that no rear or side access is required.

2.03 CONSTRUCTION AND PERFORMANCE

A. Transfer Switch shall consist of completely enclosed multi-pole contact assembly and a separate control logic panel. The contact assemblies shall be operated by a stored energy mechanism, and be energized only momentarily during transfer providing inherently double
throw switching action. Control power for all transfer operations shall be derived from the line side of the source to which the load is being transferred.

B. Transfer Switch shall be positively interlocked mechanically and electrically to prevent simultaneous closing of both sources under either automatic or manual operation. A Transfer Switch position indicator shall be visible from the front of the switch to show to which source the transfer switch is connected.

C. Transfer switch shall be capable of being operated manually under full load conditions. Manual operation shall be accomplished via integrally mounted pushbutton operators located on the face of the contact assemblies. Removable manual operation handles and handles which will move in the event the electrical operator becomes energized while performing a manual transfer operation are not acceptable. The manual operator shall provide the same contact-to-contact transfer time as provided under normal automatic operation to prevent possible flashovers from switching the main contacts slowly. In addition, provisions shall be provided to allow disengagement of the electrical operator during manual operation.

D. A solid state sensing and control logic panel shall be separately mounted from the power-switching portion of the Transfer Switch. The two Sections shall be connected together by control cables with plug-in connectors. The control Section shall be capable of being disconnected from the power Section for maintenance purposes.

E. The logic circuit shall utilize differential sensing solid-state components mounted on printed circuit boards to accomplish proper operation and to perform functions such as timing and voltage and frequency monitoring. LED’s on each PC card shall indicate the proper operation of each function furnished. Construction shall be such that functions cards are individually replaceable without requiring replacement of the complete solid-state package. Cards for plug-in modifications shall be available for field installation with retention of the UL label.

2.04 SEQUENCE OF OPERATION

A. Upon reduction of phase-to-phase voltage of the normal source to 80% of nominal, and after a time delay of 1-90 seconds (adjustable to meet field conditions) to override momentary dips and/or outages, the auxiliary engine start contacts shall close to initiate starting of the Emergency Generator.

B. After the Generator has reached 90% of nominal voltage and frequency, and after a time delay, ATS shall transfer the load to the Generator. Provide an under-voltage / under-frequency monitor for the Emergency/Standby Source.

C. When the Normal Source has been restored to 90% of rated voltage, and after a time delay adjustable from 0.5-30 minutes (to insure the integrity of the Normal Power Source), the load shall be retransferred to the Normal Source.

D. A time delay module shall be provided in the ATS, adjustable 0.5-30 minutes, to delay shutdown of the Emergency/Standby Power Source after retransfers to allow the generator to run unloaded for cool-down.

E. If the Emergency Generator should fail while carrying the load, transfer to the Normal Power supply shall be made instantaneously upon restoration of the Normal Source to satisfactory conditions.
F. ATS shall be provided with a Delayed Transition timer, adjustable 0-120 seconds. The ATS shall pause during transfer with both sources disconnected from the load, to allow back-EMF from large inductive loads to decay. Methods, which use relative phase-angle differences to control transfer, are not acceptable.

G. ATS shall be provided with (2) sets of Auxiliary Contacts to indicate ‘Normal’ or ‘Emergency’ Position of the ATS.

2.05 ADDITIONAL ACCESSORIES/SPARE PARTS

A. Provide an engine exercise timer in the ATS which shall automatically start the engine periodically. Timer shall be digital, with lithium battery back up. Provide a selector switch to select exercise with load transfer or without load transfer. The timer shall include a failsafe circuit, such that if the engine fails during exercise the ATS will immediately retransfer to the Normal source.

B. Provide pilot lights to indicate to which source the load is connected, and to indicate the availability of each power source.

C. The transfer switch shall be rated for a minimum of 10,000 amps short circuit current.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Refer to Section 26 05 00 for details of Work under this Section, including seismic installation requirements.

B. Testing: See Section 26 08 00 and Section 26 32 14.

END OF SECTION