

CITY OF ALAMEDA

MAINTENANCE SPECIFICATIONS  
AND PLANS

FOR

VETERANS MEMORIAL BUILDING  
ELECTRICAL UPGRADES  
P.W. 08-15-16

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**NO PREBID MEETING**

BID DUE DATE:  
BID OPENING TIME:  
LOCATION:

Monday, October 5, 2015 by 2 p.m.  
2:01 p.m.  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501

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Jesse Barajas  
Public Works Superintendent

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### PLANS

<u>TITLE</u>	<u>SHEET NO.</u>	<u>PROJECT NO. #</u>
City of Alameda Veterans Memorial Building Electrical Upgrades, 2203 Central Ave, Alameda, CA 94501		
Legend, Symbols, Abbreviations & General Notes	E0.1	1301.00
Existing Single Line Diagram	E0.2	1301.00
Demolition Single Line Diagram	E0.3	1301.00
<i>NOT USED – NOT INSERTED</i>	<i>E0.4</i>	
<i>NOT USED – NOT INSERTED</i>	<i>E0.5</i>	
(N) Single Line Diagram	E0.6	1301.00
Existing Basement - Power Layout	E1.0	1301.00
Existing First Floor - Power Layout	E1.1	1301.00
Existing Second Floor – Power Layout	E1.2	1301.00
Basement – Enlarged Plan and Details	E2.0	1301.00
First Floor Enlarged Plan and Details	E2.1	1301.00
Second Floor – Enlarged Plan and Details	E2.2	1301.00

CITY OF ALAMEDA, CALIFORNIA

SPECIFICATIONS, SPECIAL PROVISIONS AND PLANS  
FOR  
MAINTENANCE

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS

A. GENERAL INFORMATION. The City of Alameda will receive sealed bid at the time and place specified in the advertisement calling for bids for:

**VETERANS MEMORIAL BUILDING ELECTRICAL UPGRADES, P.W. 08-15-16**

Electronic specifications and bidders forms for bidding this project can only be obtained at the City of Alameda website, [www.cityofalameda.gov/Business/Bids-RFPs](http://www.cityofalameda.gov/Business/Bids-RFPs). There is no cost for the specifications and plans.

B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

C. DESIGNATIONS. As used herein "City" shall mean the City of Alameda; "Council" or "City Council" shall mean the Council of the City; "City Manager" shall mean the City Manager of the City; "Engineer" or "PW Supervisor" shall mean the Public Works Supervisor or Public Works Supervisor's designee of the City; "Director" shall mean the Public Works Director of the City; and "Contractor" shall mean the bidder who is awarded the contract for the work.

D. PROPOSAL FORM. All bids must be made upon blank forms which are included in these specifications (Exhibit A).

All bids must give the prices proposed, **both in writing and in figures.** Bids must be signed by the Bidder. If the proposal is signed by an individual, that individual's name and business address must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

E. PRESENTING AND MARKING OF BIDS. Bids must be presented to the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, under sealed cover, plainly marked on the outside, "**VETERANS MEMORIAL BUILDING ELECTRICAL UPGRADES, P.W. 08-15-16**", not later than **2:00 p.m.** on the date set forth in the following paragraph.

Bids will be opened in the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, **at 2:01 p.m. on Monday, October 5, 2015.**

F. BIDDER'S GUARANTY. All bids shall be accompanied by one of the following forms of bidder's guaranty: cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Alameda. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it. If, in lieu of depositing cash, a cashier's check, or a certified check, the bidder submits a bidder's bond, the said bond shall, in form, be satisfactory to the City Attorney of the City of Alameda. A Bid Bond form is provided in Exhibit G.

Said bidder's guaranty which is submitted according to the above paragraph shall, in the event of the failure, for any reason, of the successful bidder or bidders to execute the contract as awarded, be deemed to be liquidated damages to be retained in full by the City of Alameda, but shall not be construed as a penalty for failure to execute said contract. The full amount of the said bidder's guaranty shall also be retained in full by the City of Alameda as consideration payable to the City of Alameda for engineering, accounting and clerical services in formulating specifications for such bid or bids, for advertising costs to the City of Alameda in connection with such bid or bids, and further, as consideration for the award of such contract to such bidder or bidders.

Any bid bond submitted under this Section shall incorporate therein by reference, or otherwise, all of the provisions of Section I, Item F, of these specifications.

G. RETURN OF BIDDER'S GUARANTIES. Within ten (10) days after the award of the contract, the Public Works staff will return the proposal guaranties accompanying the bids which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompanied.

H. TAXES. Bids must include all state and federal taxes applicable to the transaction.

I. SUBCONTRACTORS. All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, located in Sections 4100 through 4112 of the California Public Contract Code. A copy of said Act is available in the office of the PW Supervisor. Said Act is hereby made a part of the specifications on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license.

J. REJECTION OR RETURN OF BIDS. Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved to reject any and all bids. The City reserves the right to return bids unopened.

K. BID PROTEST. Any bid protest must be submitted in writing to the Public Works Director, City of Alameda Public Works Department, City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501 before 5:00 p.m. of the 10th business day following bid opening.

1. The initial protest document shall contain a complete statement of the basis for the protest.
2. The protest shall refer to the specific portion of the document which forms the basis for the protest.
3. The protest shall include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The Public Works Director will issue a decision on the protest. If the Public Works Director determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
6. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. AWARD OF CONTRACT. The award of contract, if it be awarded, will be to the responsible bidder who submits the lowest and best bid and whose proposal complies with all requirements described herein. The award, if made, will be made within ninety (90) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. In the event of a delay the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

Bid protests, contracts, bonds, insurance, and other documents identified in these specifications and these special provisions are to be delivered to the following City address: City of Alameda, City Hall West, Public Works Department, 950 West Mall Square, Room 110, Alameda, CA 94501.

M. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least five (5) business days prior to the anticipated award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time frame outlined above shall be just cause for the annulment of the award and the forfeiture of the bidder's guaranty.

N. CONTRACT BONDS. The Contractor shall furnish two good and sufficient bonds. One of the bonds shall be executed in a sum equal to at least one hundred percent (100%) of the contract price, which shall be furnished as required by the Terms of Section 3247 to 3252 of the Civil Code of the State of California (see Exhibit F). The other bond shall guaranty faithful performance of the said contract by the Contractor and shall be executed in a sum equal to at least one hundred percent (100%) of the contract price (see Exhibit E). Bonds shall be furnished by a surety company satisfactory to the City of Alameda.

Whenever any surety or sureties on any such bonds, or any bonds required by law for the protection of the claims of laborers and materials, become insufficient or the City PW Supervisor has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for further bond or bonds or additional surety not exceeding that originally required, as is considered necessary, taking into account the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor, or any assignee of the Contractor, until such further bond or bonds or additional surety has been furnished. Faithful performance bonds, whether by individual or corporate surety, shall in addition to other terms and conditions, contain the conditions that (1) death of the named principal shall not operate as a release of the obligation hereunder of the surety, and (2) extensions of time, if any, granted by the City to Contractor for performance of the work covered by said bond shall extend for a like time the period of limitations during which surety shall remain bound by the said undertaking.

## SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES

A. LAWS TO BE OBSERVED. The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS.

1. Effective January 1, 2015, No Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

2. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. The Prime Contractor is required to post job site notices prescribed by regulation See 8 Calif. Code Regulation §16451(d).

5. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. <https://apps.dir.ca.gov/ecpr/das/altlogin>

C. PREVAILING WAGES:

1. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the

City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code § 1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by the Contractor.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at [www.dir.ca.gov](http://www.dir.ca.gov).

D. HOURS OF LABOR.

1. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

E. CERTIFIED PAYROLL.

1. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

- a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;
- b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work

performed, as specified in the applicable wage determination incorporated into the contract.

2. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

#### F. APPRENTICES.

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

2. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

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

G. LABOR DISCRIMINATION. No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

H. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

I. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including City of Alameda business licenses, pay all charges and fees, and give all notices

necessary and incidental to the due and lawful prosecution of the work. However, the contractor will be reimbursed for construction permit fees. The estimated cost shown as an allowance in the bid proposal is only for bidding purposes. Payment shall be made for the actual cost of the permit. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

1. **A City of Alameda Business License from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.**

J. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the City of Alameda, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.

K. RESPONSIBILITY FOR DAMAGES. The City of Alameda, its officers, employees and agents shall not be answerable or accountable in any manner for any loss or damage to the work or any part thereof, nor to any material or equipment used in performing the work, nor for injury or damage to any person or persons, either workers or the public, nor for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.

L. CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Except as provided above, until formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contracted amount.

M. SAFETY PROVISIONS. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).

N. NO PERSONAL LIABILITY. Neither the City Council, City Manager, the City PW Supervisor, nor any other City officer, authorized assistant or agent shall be personally responsible for any liability arising under this contract.

O. RESPONSIBILITY OF CITY. The City of Alameda shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

P. PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or as required by the PW Supervisor to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.

Q. NOTICES TO CONTRACTOR. Any notice required to be given to the Contractor by the City of Alameda or by the City PW Supervisor or by any officer of said City may be given to said Contractor at the address shown in the Contractor's proposal. Such notice may be given by mailing a copy of said notice to the Contractor to such address by United States certified mail. Evidence of such mailing shall be deemed the equivalent of personal services of said notice.

R. UTILITIES. The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the owners of those tracks, facilities and structures for any information that may be required. The Contractor shall contact Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

Where existing sewers and storm drains cross or interfere in any way with construction under this contract, they shall be left in place and the Contractor shall work around them, or where feasible and practical, the Contractor may, with the permission of the City PW Supervisor, remove and replace them at his/her own expense. Precautions shall be exercised to provide bearing under existing sewer lines so encountered to preclude settlement during or after the term of the contract. In the event that some of these sewers are abandoned, they may, with the permission of the City PW Supervisor, be removed and not replaced. The Contractor shall provide submittals for the PW Supervisor's review and approval for supporting utilities.

The owners of pipes, wires, conduits, vaults and other utilities (other than sewers) located in the City streets which could conflict with the proposed work will be notified by the City PW Supervisor to remove or adjust the same, without cost to the Contractor, to such extent as will allow the prosecution of the work described herein according to the necessities thereof and in accordance with these specifications. Wherever and whenever the Contractor anticipates working in an area from which utilities must be removed at the expense of others, he/she shall notify the City PW Supervisor sufficiently in advance (a minimum of ten (10) working days) to permit the owners thereof to rearrange or abandon such utilities, and he/she shall cooperate with the owners thereof in the performance of the work under this contract.

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that utility services are damaged or interrupted, the Contractor shall immediately, at his/her own expense, restore such services in a manner satisfactory to the PW Supervisor. In the event that an interruption of utility services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

The Contractor shall perform all work in such manner as to prevent damage to utilities lying outside of or below a required excavation of trench area.

S. SOUND CONTROL REQUIREMENTS. Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7:00 pm and 7:00 am.

T. CONSTRUCTION SITE CONTROLS. Within five (5) business days of the date the work is to commence pursuant to the NTP the Contractor shall submit an Erosion/Stormwater Pollution Prevention Plan (SWPPP) to the PW Supervisor for review. The SWPPP shall include appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to storm water runoff, the storm drain system, lagoons and the bay/estuary during construction. No work in the field under this Contract may begin until the PW Supervisor has approved the Contractor's SWPPP.

Erosion and sediment control plans/sheets shall indicate the specifications and maintenance schedules for the installation and upkeep of the erosion control mechanisms. Specifications shall be provided for the erosion control practices, perimeter protection(s), any silt fencing and fiber rolls to be used, storm drain inlet protections, stabilized construction entrance(s) and exits, site and excavation dewatering activities, vehicle tire wash area(s), vehicle and equipment servicing area(s), and the materials handling and storage area(s). These specifications should meet the same level of erosion and sediment control effectiveness established by practices identified in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual (510-622-2465), the Association of Bay Area Government's Manual of Standards for Erosion and Sediment Control (510-464-7900) and/or the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction (2003) ([www.cabmphandbooks.com](http://www.cabmphandbooks.com)). Contact City Public Works Department Clean Water Program Specialist Jim Barse (510-747-7930) for additional assistance in obtaining copies of these reference documents.

The Contractor is responsible for ensuring that all of his/her workers and subcontractors are aware of and implement the specific stormwater quality control measures under the approved SWPPP. The Contractor(s) shall avoid creating excess dust when breaking asphalt/concrete and during excavation and grading. If water is to be used as a measure for dust control, use as little as possible. All wash water shall be kept out of streets, gutters and storm drains. Controls shall be implemented before construction begins and maintained until the end of construction at which time they shall be removed.

Failure to comply with the following approved construction Best Management Practices ("BMPs") shall result in the issuance of correction notices, citations and/or a project stop order:

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. After breaking old pavement, remove all pieces to avoid contact with rainfall or runoff.

2. Remove on-site piles from the site on a regular basis. Only temporary storage is allowed. All temporary soil or other stockpiles on site shall be securely covered with a tarp, plastic sheeting or similar material.
3. Remove all dirt/mud, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site daily and prior to rain. Clean up leaks, drips and spills immediately. Avoid unnecessary driving on unpaved areas during wet weather.
4. Install and maintain stabilized construction entrances to minimize the tracking of dirt, mud, dust and debris onto the public right-of-way.
5. Broom-sweep the sidewalk and public street pavement adjoining the project site daily and prior to rain. Caked-on mud or dirt shall be scraped from these areas before sweeping. At the completion of work the street shall be washed and the wash water collected and disposed offsite.
6. Install filter materials (such as block and gravel bags, sandbags, filter fabric) at the storm drain inlets surrounding the project site. Such inlet protections shall be installed before: the start of the rainy season (October 1<sup>st</sup>), site de-watering activities, saw-cutting activities, or any other activity that may result in the discharge of material to the storm drain. Filter materials shall be maintained and/or replaced as necessary to minimize short-cutting and to remove sediment deposits and buildup. Accumulated sediment/debris shall be disposed of properly.
7. Vacuum saw-cutting slurry and remove from site. Do not allow saw-cut slurry to enter the storm water conveyance system.
8. Create a contained and covered area on the site for the storage of cement bags, paints, flammables, oils, fertilizers, pesticides, or any other materials used on the project site that have the potential for being discharged to the storm drain system by wind, exposure to rainfall or in the event of a material spill.
9. Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain or stream. See the *Building Maintenance and Remodeling* BMP flyer and ACCWP BMP brochures for more information. Contact the Public Works Department at 747-7930 for assistance with obtaining these documents.
10. Ensure that concrete/gunite supply trucks or concrete/plaster finishing operations do not discharge wash water into street gutters or drains. Concrete trucks shall have a self-contained washout system or discharge to a dedicated, secure site washout in order to avoid the possibility of debris on city streets or discharge of wash water to the storm water conveyance system.
11. Minimize removal of natural vegetation or ground cover from the site in order to minimize the potential for erosion and sedimentation problems. Re-plant the area, and stabilize all cut and fill slopes as soon as possible after grading is completed. At a minimum, 4,000 pounds/acre of straw with tackifier should be placed on all exposed soils including those within active work areas and flat lots. **No site grading shall occur between October 1 and May 31 unless approved erosion and sedimentation control measures are in place.**
12. Provide erosion “prevention” and perimeter protection measures (soil stabilization) such as fiber rolls, silt fence, and/or sediment traps or basins. Ensure control measures are adequately maintained and in operable condition. Sediment controls, including inlet protection, are necessary but should be a secondary defense behind good erosion control and site perimeter measures.

13. Design site de-watering operations to prevent the discharge of any sediment, debris or other pollutants to the municipal storm water conveyance system.

14. Maintain and if necessary, repair, all erosion prevention and sediment control measures throughout the contract term. Replacement supplies should be kept on site. Site inspections shall be conducted before and after each storm event, and every 24 hours for extended storm events, to identify areas that contribute to erosion and sediment problems or any other pollutant discharges. If additional measures are needed, inform the PW Supervisor immediately and document all inspection findings and actions taken.

15. Conduct visual observations before, during, and after storm events. Any breach, malfunction, leakage, or spill observed that could result in the discharge of pollutants to surface waters that might not be visually detectable in stormwater shall trigger the collection of a sample of discharge. The following procedures shall be followed during sampling:

Sampling Procedures:

- For all construction activity, identify a sampling and analysis strategy and sampling schedule for potential discharges discovered through visual monitoring.
- Any breach, malfunction, leakage, or spill observed during visual monitoring which could result in the discharge of pollutants to surface waters that would not be visually detectable in stormwater shall trigger the collection of a sample of discharge.
- Samples shall be collected at all discharge locations which drain the areas identified by the visual observations and which can be safely accessed.
- Personnel trained in water quality sampling procedures shall collect stormwater samples.
- An uncontaminated sample shall be collected for comparison with the discharge sample.
- Sampling shall be conducted during the first two hours of discharge from rain events that occur during daylight hours and which generate runoff.
- The uncontaminated sample shall be compared to the samples of discharge using field analysis or through laboratory analysis. Analyses may include, but are not limited to indicator parameters such as: pH, specific conductance, dissolved oxygen, conductivity, salinity, and TDS
- All field and/or analytical data shall be kept in the SWPPP document, which is to remain at the construction site at all times.

16. Contact the City of Alameda Public Works Department at 510-747-7930 in the event of any slope failure, sediment pond overflow, or any other malfunction resulting in sediment-laden runoff. The City shall, in turn, report such incidents to the Regional Water Quality Control Board.

17. Clearly mark with the words, “No Dumping! Drains to Bay” or the equivalent, using methods approved by the City of Alameda, onto the on-site storm drain inlets. All on-site storm drains must be inspected and, if necessary, cleaned, at least once a year immediately prior to the rainy season. Additional cleaning may be required by the City of Alameda.

18. Require all concrete trucks used in the performance of the work to have a self-contained washout system, rather than do washout on the site. The idea is to avoid:

- a. An undesirable pile of concrete on the jobsite, and
- b. The possibility of debris on city streets.

The objective of these Standard Conditions is to ensure that the City's municipal storm water Permit, the National Pollutant Discharge Elimination System (NPDES) Permit provisions and additional Regional Water Quality Control Board requirements are adequately enforced.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. If you need assistance in checking these documents, contact Clean Water Program Specialist at 510-747-7930.

Failure to comply with the above program will result in issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the Contractor.

U. ASBESTOS AND LEAD BASED PAINTS. Reports of a survey of possible asbestos and lead based paints, in the path of construction, was prepared by ACC Environmental.

V. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977. The Contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;
- Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;
- It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;

- It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

W. SUBMITTALS AND REQUEST FOR INFORMATION (RFI'S). The Contractor shall submit an RFI within five (5) business days of an event or question of fact arising under the Contract. The PW Supervisor in charge of the project shall have ten (10) business days to respond to an RFI or any Submittal required to be made under the Contract.

X. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY: The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the California Regional Water Quality Control Board. Contractor shall follow the City's IPM Policy and utilize generally accepted IPM Best Management Practices (BMPs) to the maximum extent practicable for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

Contractor will ensure that applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health. Contractor will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

1. No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
2. Physical or mechanical controls (e.g., hand labor, mowing, exclusion)
3. Cultural controls (e.g., mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)
4. Biological controls (e.g., natural enemies or predators)
5. Reduced-risk chemical controls (e.g., soaps or oils)
6. Other chemical controls

Contractor shall ensure that only appropriate licensed applicators who are authorized and trained in pesticide application and who shall implement the City department's IPM standard operating procedures may apply pesticides to or within City property.

### **Restricted Chemicals**

The term pesticide applies to herbicides, insecticides, fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.

Contractor shall avoid the use of pesticides that threaten water quality, human health and the environment. Thus, the Contractor shall not use or promote the use of the following chemicals:

1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),
2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin),
4. Carbamates (e.g., carbaryl),
5. Fipronil,
6. Copper-based pesticides unless:
  - a) Their use is judicious,
  - b) Other approaches and techniques have been considered, and;
  - c) Threat of impact to water-quality is prevented.

### **General Pesticide Usage Practices**

Contractor shall ensure implementation of the following practices:

1. All pesticide applications shall be performed according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.
2. Concrete trucks shall have a self-d for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.
3. Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.
4. Obtain coverage under the Statewide General NPDES Permit prior to discharging pollutants from the use of aquatic pesticides directly to the waters of the United States, or onto aquatic plants growing in waters of the United States (as required by the State Water Quality Resources Control Board).

### **Posting of Warning Notices Prior to Pesticide Application**

1. If a pesticide with a "Warning" or "Danger" label indicator must be applied, the Contractor shall post sufficient copies of warning notices (Notice of Scheduled Chemical Application for Pest Management) and MSDS to effectively alert the public (i.e., at all

entrances to a building) no less than 48 hours in advance of the pesticide application. The warning notice must be completely filled out, including name of the pesticide (both chemical and brand name), time and date of application, and with a fully legible re-entry time.

### **Annual Pesticide Use Summary Report**

Contractor shall track pesticide use on City properties and provide an annual pesticide use summary report of pesticide application on City properties. The annual pesticide use summary report shall be submitted to the City's Public Works Department Clean Water Program staff by a date to be determined in the scope of work and shall include the following information:

1. Product name and manufacturer
2. Active ingredient
3. The total quantity of each pesticide used during the prior fiscal year (from July 1 to June 30)
4. Target pest(s) for pesticide application(s).
5. Reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbamates, fipronil, and copper-based pesticides.

### **Best Management Practices (BMPs)**

To protect water quality, the Contractor shall implement the BMPs and control measures described below:

1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment (chronic and acute effects).
3. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in stormwater runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre-emergent herbicide applications when required by the label for optimal results.)
4. Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.
5. Apply pesticides only when wind speeds are low.
6. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.
7. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.
8. Properly inspect applicator equipment to prevent accidental pesticide leaks, spills and hazards to applicators and the environment.
9. Meet local fire department and Alameda County Agricultural Commissioner storage requirements for pesticide products. Provide secondary containment for liquids if required.

10. Prepare spill kits, store the kits near pesticides, and train employees to use them.
11. Store pesticides and other chemicals indoors in a locked and posted storage unit, as per California Code of Regulations.
12. Store pesticides in labeled containers, as per California Code of Regulations.
13. Rinse empty pesticide/herbicide containers, and empty in the spray, as per California Code of Regulations.
14. Dispose of triple-rinsed empty pesticide containers according to recommendations of the Alameda County Agricultural Commissioner and the manufacturer.
15. Try to find a qualified user for any unwanted pesticides, or return to the manufacturer if unopened. If disposal is required, contact Alameda County's Household Hazard Waste Collection Program at (510) 670-6460 between 8:30 AM and 5:00 PM., Monday through Friday, to make appropriate disposal arrangements, or to recycle the material.
16. If changing pesticides or cleaning spray tanks, use tank rinse water as the product, over a targeted area within the application site.
17. Irrigate slowly to prevent runoff, and do not over-water.

Y. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIRES CONTRACTORS TO BECOME CERTIFIED LEAD RENOVATORS. All contractors who perform renovation, repair, or painting projects that may disturb lead paint to be Lead RRP Certified. The Certified Lead Renovator Training Course is now available at [www.cleandison.com](http://www.cleandison.com). The EPA's new requirement will affect most contractors conducting common renovation and repair work activities since demolition, deconstruction, sanding, and cutting can generate hazardous lead dust and chips by disturbing lead-based paint. This lead contamination has been proven harmful to both adults and children. To protect against these risks, the EPA is now requiring that all contractors be enrolled in the Lead RRP-Certification by September 30, 2010 in order to perform renovation, repair and painting projects in homes, rental facilities, child-occupied facilities, and schools built before 1978. For any contractor performing this work without the Lead RRP Certification, the EPA may seek penalties of up to \$37,500 per violation, per day.

### SECTION III. SCOPE OF WORK

A. WORK TO BE DONE. The work to be done consists of furnishing all labor, tools, equipment, materials, implementing BMP's, except as herein specified, and doing all work associated with the electrical upgrades at the Veterans Memorial Building, located at 2203 Central Avenue, Alameda, as per the specification and plans.

The Notice to Proceed (NTP) for this project is tentatively scheduled to be issued in October 2015.

The Contractor shall provide a SWPPP and project schedule for review at the time of the preconstruction meeting. Contractor shall not commence work in the field until the PW Supervisor has approved the SWPPP and project schedule.

**The Contractor shall have 90 consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to complete the work.**

The work involves the removal and replace of new 800A, 120/240V, 3-phase, 4-wires distribution Panel in NEMA I enclosure with group mounted circuit breakers at the former location of existing open-type distribution panel along with 8 new subpanel boards with breakers to accommodate existing fuses with additional breakers space to accommodate future use, extending new feeder conduits from gutter to DP and throughout to meet OSHA 29 CFR-1910 and electrical code, pulling new wires with additional number #1phase, neutral and ground wires, clearing, cleaning and extending existing conduits to new distribution panel DP and new subpanel boards. Additional upgrades include proper circuit labeling, adding new egress battery backup lighting inside the restrooms six in total. The upgrade work includes managing interruptions to the buildings fire alarm system, conveyance and communication/computer systems with proper coordination with no or few interruptions while not damaging the current level of service. Securing a building permit and all required Title Electrical/Mechanical Reports (24). Installation of a new electrical distribution panel/subpanels will accommodate future HVAC units as per plans, in addition to providing the labor and all miscellaneous supplies for installation of new electrical system, neatness is a must and completeness as per plans for the City of Alameda Recreation and Park Department located at 2203 Central Avenue in the City of Alameda, CA 94501. The work shall include but not be limited to adding new 800A, 120/240V, 3-phase,4-wires DP, subpanels to accommodate current and future power to HAVC units as per plans including testing and adjusting in full compliance with California Administrative title 24, Electrical Code, CSI and the City of Alameda, start up and proper disposal of all waste generated associated with the project and re-establish site to conditions prior to work using all BMPs during the entire period of the project, any damages to auxiliary systems will be repaired at the contractor cost and shall be repaired and finished to like kind. Measures to keep facility operating with minimal interferences will be applicable this requires prior approval from the Recreation and Parks and notification to Public Works Supervisor.

Contractor will provide license, labor, materials, services, skills, supervision, and necessary tools and equipment to insure that all work is executed in a professional workmanship manner. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property and equipment free and clear at all times of litter and interferences. All materials, preparation and workmanship shall conform to requirements of Standards for Public Works Construction Inc., UPC Standards latest version, CSI and plans specifications. Contractor shall provide the following services within the boundaries of the facility: **The work will be done at 2203 Central Avenue, Alameda CA.**

## **Remedial Description**

Contractor to verify all field measurements prior to ordering electrical supplies and verify measurements, as all structural measurements are factor-sized to fit in as detailed in plans, procure all material prior to commencement of breaking out, supplies are available through local electrical warehouses.

## **Demolition/ Removal/ Replace**

### **Distribution Panel**

#### **A. Demolition**

1. Disconnect and remove the existing open type switchboard open-type distribution panel located in the main electrical room at the basement including the feeders coming from the existing main service switchboard. Refer to Feeder Tabulation.
2. Pull out the existing wires to existing feeders feeding existing panel boards located within the building and retain the existing conduit as is, clean existing conduit in preparation for pulling new feeder wires. Refer to Feeder Tabulation
3. Retain the existing wire gutter mounted on the ceiling above the existing open-type distribution panel. Remove all unused existing feeders and conduit. Clean in preparation for pulling new feeder wires and additional phase, neutral and ground wires for future use. Cover gutter opening or unused conduit knockouts.
4. Remove the existing open-type distribution panel located in the electrical room at the basement. Remove all unused wires. Clean the room from any debris and unused raceway supports.
5. Disconnects all branch circuits on existing panel boards after proper identification of load and labeling circuit and coordination impacts to existing building function and approval from ARPD and PW to be removed.

#### **8 subpanels**

1. Remove existing panel board guts and retain the existing box enclosure as a splice box. Refer to Panelboard Tabulation
2. Disconnect and remove all existing contactor or relay panel for the existing heater power. Label all other circuits and load and provide plans and conditions of existing

- mechanisms. Clean site using BMPs to control pliable dust debris. Coordinate with ARPD and PW when disabling the system and possible impacting building use.
3. Install new emergency exit illuminated signs in the respective restrooms, mounted with 5 seismic load wall anchors. Re-feed the new distribution panel from the existing man switchboard.

## **B. New Work**

1. Install new single section free-standing distribution panel rated for 800 AMP, 120'240V, 3-phase, 4-wires in NEMA I enclosure with group mounted circuit breakers at the former location of existing open-type distribution panel. Provide "Phase B-Hi-Leg" plastic engraved label. All with seismic support in compliance with CBC 2010.
2. Provide new panel board with breakers matching the existing ampacity and quantity of branch fuses or breakers of existing panel board being replaced. Determine exact breaker quantity and size in the field. Refer to Panelboard Tabulation
3. Extend existing branch circuit wiring to new panel boards and terminate to appropriate circuit breakers matching the existing conditions, loads and use.
4. Install new feeder conduits from the existing wire gutter to new Distribution Panel DP. Refer to Feeder Tabulation
5. Pull new wires in the existing and new feeder conduits and terminate to respective circuit breakers in new Distribution Panel DP.
6. Terminate new feeder wires to respective new panel boards located at the floors above.
7. Extend and terminate existing panel board feeder to appropriate breaker in new Distribution Panel.
8. Install egress emergency lighting to six restrooms
9. Securing work site to prevent dust or paint debris from accumulating, all must be properly abated.
10. Proper zone/area labeling per all circuits, phases-legs, labeling with plastic engraved labels.
11. Staging and coordination according to ARPD and PW to reduce program and building use conflicts.
12. Posting notices of potential hazards to the public during work and testing phases.
13. Provide seismic support in compliance with CBC 2010 or the most recent mandate for all new equipment.
14. Wires will include phase, ground, neutral, in accordance to plans plus add additional #1G wire and breakers to support additional HVAC system throughout the building.
15. Secure all subpanels with anchor screws rate at 5 times the load.
16. Applying NEMA and SNUT and CSI standards on new conduit and wiring.
17. Applying BMPs for the safety and security of the users/staff and residents.

18. Using BMPs the contractor will provide dust and noise protection to the residents and secure opening during transition time of installation of new raceways and junction boxes. Remove debris from sites daily.

## Notes

1. Refer to single line diagram for coordination.
2. Feeder length shall be verified in the field prior to bid length provided is for reference and voltage calculation only.
3. All feeders shall be routed via existing gutter.
4. Feeder wires used for conduit size are based on THWN type insulation.
5. Fire System coordination to set system to Test during system down time.

## Preparation

1. On a daily basis contractor shall fully complete all work begun. Remove and properly dispose of old fitting, spoils contractor shall respond to any and all complaints from residents.
2. Coordination with ARPD and PW to reduce/eliminate the auxiliary service and impact to use of the building.
3. Identify and secure staging
4. Contractor will not use elevator for this project and must plan accommodations accordingly
5. Use construction paper to secure work sites such as wire spools staging or demolition of worn lamps.
6. Procure all the material and supplies prior to commencement of work.
7. Provide Work Plan for the entire project including proper disposal processes.
8. Proper disposal of material with no spoils let in public containers.
9. Test and monitor all impacted auxiliary equipment including impact to conveyance, fire alarm and computers/phones.

## Installation

1. Foam insulates, Epoxy or polyurethane openings and secure with water tight adhesive around the new raceways, secure conduits and weather proof junction boxes. Activate and verify proper operation and make all necessary adjustments to load as per plans. Clean sites, removal debris, foam and properly dispose of spoils. All work will be completed during the Recreation and Parks Department's normal business hours. Any interruptions to service need to have minimal affect to operations; no facilities shall be interrupted without properly prior authorization of ARPD Department and/or Public Works Supervisor.

B. MEASUREMENTS AND PAYMENT. The work to be done shall be included in the service, repairs and updates in the Lump Sum price and all related services and consist of furnishing all labor, licensing, permits, vehicles, tools, equipment, materials, parts, components, except as herein specified, and doing all the work associated with electrical upgrades at the Veterans Memorial Building, located at 2203 Central Avenue, Alameda, CA in accordance with all specifications and plans.

1. DEMOLITION / REMOVE / REPLACE / PREPARE SITE (BID ITEM NO. 1). Payment shall be at the Lump Sum price for Demolition/Remove/Replace/Prepare Site Installation per Plans, and applying BMPs. Such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, materials, meetings, and doing all the work necessary for the electrical upgrades at the Veterans Memorial Building, complete and in place.
2. PREPARATION / REMOVAL / COORDINATE INSTALL OF ELECTRICAL, COMMUNICATIONS, AND UNIT MOUNTING (BID ITEM NO. 2). Payment shall be at the Lump Sum price for Preparation/Removal/Coordinate Install Electrical, Communications and Unit Mounting per plans, and per manufacturer BMPs for proper disposal of spoils. Such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, materials, meetings and doing all the work necessary for the electrical upgrades at the Veterans Memorial Building, complete and in place.
3. INSTALLATION / PROGRAMMING / WATERPROOFING / TESTING (BID ITEM NO. 3). Payment shall be at the Lump Sum price for Installation/Programming/Waterproofing/Testing per plans and manufacturer. Such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, materials, meetings, and doing all the work necessary for the electrical upgrades at the Veterans Memorial Building, complete and in place
4. PERMITS (BID ITEM NO. 4). Refer to Section II, Item I of the specification. The amount shown in the bid form is an allowance which will change after the contract is awarded. Contractor will provide copy of receipt(s) as proof of payment. Payment will be for the actual cost of the permit.

C. PLANS The following drawings are incorporated into these Specifications:

<u>TITLE</u>	<u>SHEET NO.</u>	<u>PROJECT NO. #</u>
City of Alameda Veterans Memorial Building Electrical Upgrades, 2203 Central Ave, Alameda, CA 94501		
Legend, Symbols, Abbreviations & General Notes	E0.1	1301.00
Existing Single Line Diagram	E0.2	1301.00
Demolition Single Line Diagram	E0.3	1301.00
<i>NOT USED – NOT INSERTED</i>	<i>E0.4</i>	
<i>NOT USED – NOT INSERTED</i>	<i>E0.5</i>	
(N) Single Line Diagram	E0.6	1301.00
Existing Basement - Power Layout	E1.0	1301.00
Existing First Floor - Power Layout	E1.1	1301.00
Existing Second Floor – Power Layout	E1.2	1301.00
Basement – Enlarged Plan and Details	E2.0	1301.00
First Floor Enlarged Plan and Details	E2.1	1301.00
Second Floor – Enlarged Plan and Details	E2.2	1301.00

Contractor shall not work during City holidays. Remaining City holidays for 2015 include:

Veteran’s Day	Wednesday, November 11, 2015
Thanksgiving Day	Thursday, November 26, 2015
Day after Thanksgiving Day	Friday, November 27, 2015
Christmas Day	Friday, December 25, 2015

D. CLEAN UP. Contractor shall leave the work site in an acceptable clean manner at the end of each work day. Upon completion and before making application for acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

## SECTION IV. CONTROL

A. AUTHORITY OF THE PW SUPERVISOR. The PW Supervisor shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

The PW Supervisor's decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

B. PLANS. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plans or drawings after the same have been approved by the PW Supervisor, except by direction of the PW Supervisor.

C. SUPERINTENDENCE. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the PW Supervisor in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

D. INSPECTION. The PW Supervisor shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

The Contractor shall give at least 48 hours notice in writing when he will require inspection on subgrade, formwork, concrete paving, etc. Inspection will routinely be carried out at pre-scheduled time established at the pre-construction meeting. Inspection will only be carried out for substantial quantities of work ready for inspection.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the PW Supervisor, so that proper inspection may be provided. Any work done in the absence of the PW Supervisor is subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the PW Supervisor and accepted or estimated for payment.

Working hours in the field are restricted to 8 AM through 5 PM, Monday through Thursday, excluding City Holidays, and shall constitute “normal working hours.” The Public Works Department Inspectors work on Friday’s and can be reached at 510-747-7900. In some locations, as noted on the Plans, normal working hours may be further restricted to avoid traffic and/or school-related conflicts. Any work in the field performed outside of these hours, including but not limited to construction, clean up, placement of traffic control devices, and mobilization/demobilization, shall be subject to removal and the Contractor fined \$5,000 per incident, unless such work has been previously authorized by the PW Supervisor in writing.

Inspection hours for construction shall be from 8 AM through 4 PM, Monday through Thursday, excluding City Holidays, and shall constitute “normal inspection hours.” The Public Works Department Inspectors work on Friday’s and can be reached at 510-747-7900. Unless prior written authorization has been received from the PW Supervisor, the Contractor shall not perform any work outside of these hours except for general clean up, demobilization, and placement of no-parking signs. The Contractor shall pay the salary and benefits, including overtime, of the City employee(s) for inspection of any work performed outside of the normal inspection hours. Projects financed in whole or in part with state funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

E. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work done beyond the lines and grades shown on the plans or established by the PW Supervisor, or any extra work done without written authority, shall be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the PW Supervisor made under the provisions of this article, the PW Supervisor shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by the City.

F. FINAL INSPECTION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the PW Supervisor will make the final inspection.

G. FINAL GUARANTEE. It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee.

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

Nothing in this section supersedes contractor obligations for repair and replacement of work pursuant to the Public Contract Code.

## SECTION V. MEASUREMENTS AND PAYMENT

A. MEASUREMENTS AND PAYMENT. Payment for work done under the contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to construct the items for which payment is being made, complete in place as shown on the plans and described in the specifications.

Payment of all, or any part, of an estimate in writing may be withheld on account of any of the following:

1. Defective work not remedied;
2. Third-party claims against Contractor or City arising from the acts or omissions of Contractor or subcontractors;
3. Stop Notices;
4. Failure of Contractor to make timely payments due to subcontractors for material or labor;
5. Damage to the City or others for which Contractor is responsible;
6. Failure of Contractor to maintain, update, and submit record documents;
7. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
8. Performance of the work by Contractor without properly processed shop drawings;
9. Liquidated damages assessed;
10. Any other failure of Contractor to perform its obligations under the Contract Documents.

SECTION VI. QUANTITIES

The following preliminary estimate of the quantities of work to be done and materials to be furnished is approximate only, and the City of Alameda 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 that may be deemed necessary or expedient to the PW Supervisor.

Quantities shall be determined by the Contractor from plans and specifications, and /or pre-construction meeting and walk - through. The basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City's need. The contract may be awarded at the discretion of the City or depending on available funding.

The City reserves the right to reject any, any portion, or all bids.

TABULATION OF PRELIMINARY ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1.	Demolition/Remove/Replace/Prepare Site	1	Lump Sum
2.	Preparation/Removal/Coordinate Install of Electrical Communications and Unit Mounting	1	Lump Sum
3.	Installation/Programming/Waterproofing/Testing	1	Lump Sum
4.	Permits	1	Allowance

## SECTION VII. CONSTRUCTION DETAILS

The construction details covered under this Section VII shall be Special Provisions.

A. MAINTAINING TRAFFIC. Attention is directed to Section 7-1.08, "Public Convenience", 7-1.09, "Public Safety", of the State of California Standard Specifications, and to Section II, Article O of these specifications.

B. EXTENT OF CONTRACT. The Contractor shall furnish all labor, material has herein specified, tools and equipment necessary and shall do all the work necessary to construct and put in complete order for use the construction project contemplated by these specifications, the various items, and in the approximate quantities tabulated in Exhibit A.

## **Exhibit 'A'**

# **BIDDER'S PROPOSAL FORM**

Bidder's Proposal

Subcontractors to be used in the Performance of this Contract (Form)

Security For Compensation Certificate

Important Instructions

## BIDDER'S PROPOSAL

**SCOPE OF WORK:**

The work involves the removal and replace of new 800A, 120/240V, 3-phase, 4-wires distribution Panel in NEMA I enclosure with group mounted circuit breakers at the former location of existing open-type distribution panel along with 8 new subpanel boards with breakers to accommodate existing fuses with additional breakers space to accommodate future use, extending new feeder conduits from gutter to DP and throughout to meet OSHA 29 CFR-1910 and electrical code, pulling new wires with additional number #1phase, neutral and ground wires, clearing, cleaning and extending existing conduits to new distribution panel DP and new subpanel boards. Additional upgrades include proper circuit labeling, adding new egress battery backup lighting inside the restrooms six in total. The upgrade work includes managing interruptions to the buildings fire alarm system, conveyance and communication/computer systems with proper coordination with no or few interruptions while not damaging the current level of service. Securing a building permit and all required Title Electrical/Mechanical Reports (24). Installation of a new electrical distribution panel/subpanels will accommodate future HVAC units as per plans, in addition to providing the labor and all miscellaneous supplies for installation of new electrical system, neatness is a must and completeness as per plans for the City of Alameda Recreation and Park Department located at 2203 Central Avenue in the City of Alameda, CA 94501. The work shall include but not be limited to adding new 800A, 120/240V, 3-phase,4-wires DP, subpanels to accommodate current and future power to HAVC units as per plans including testing and adjusting in full compliance with California Administrative title 24, Electrical Code, CSI and the City of Alameda, start up and proper disposal of all waste generated associated with the project and re-establish site to conditions prior to work using all BMPs during the entire period of the project, any damages to auxiliary systems will be repaired at the contractor cost and shall be repaired and finished to like kind. Measures to keep facility operating with minimal interferences will be applicable this requires prior approval from the Recreation and Parks and notification to Public Works Supervisor.

Contractor will provide license, labor, materials, services, skills, supervision, and necessary tools and equipment to insure that all work is executed in a professional workmanship manner. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property and equipment free and clear at all times of liter and interferences. All materials, preparation and workmanship shall conform to requirements of Standards for Public Works Construction Inc., UPC Standards latest version, CSI and plans specifications. Contractor shall provide the following services within the boundaries of the facility: **The work will be done at 2203 Central Avenue, Alameda CA.**

## **Remedial Description**

Contractor to verify all field measurements prior to ordering electrical supplies and verify measurements, as all structural measurements are factor-sized to fit in as detailed in plans, procure all material prior to commencement of breaking out, supplies are available through local electrical warehouses.

## **Demolition/ Removal/ Replace**

### **Distribution Panel**

#### **A. Demolition**

1. Disconnect and remove the existing open type switchboard open-type distribution panel located in the main electrical room at the basement including the feeders coming from the existing main service switchboard. Refer to Feeder Tabulation.
2. Pull out the existing wires to existing feeders feeding existing panel boards located within the building and retain the existing conduit as is, clean existing conduit in preparation for pulling new feeder wires. Refer to Feeder Tabulation.
3. Retain the existing wire gutter mounted on the ceiling above the existing open-type distribution panel. Remove all unused existing feeders and conduit. Clean in preparation for pulling new feeder wires and additional phase, neutral and ground wires for future use. Cover gutter opening or unused conduit knockouts.
4. Remove the existing open-type distribution panel located in the electrical room at the basement. Remove all unused wires. Clean the room from any debris and unused raceway supports.
5. Disconnects all branch circuits on existing panel boards after proper identification of load and labeling circuit and coordination impacts to existing building function and approval from ARPD and PW to be removed.

#### **8 subpanels**

1. Remove existing panel board guts and retain the existing box enclosure as a splice box. Refer to Panel board Tabulation
2. Disconnect and remove all existing contactor or relay panel for the existing heater power. Label all other circuits and load and provide plans and conditions of existing mechanisms. Clean site using BMPs to control pliable dust debris. Coordinate with ARPD and PW when disabling the system and possible impacting building use.
3. Install new emergency exit illuminated signs in the respective restrooms, mounted with 5 seismic load wall anchors. Re-feed the new distribution panel from the existing main switchboard.

#### **B. New Work**

1. Install new single section free-standing distribution panel rated for 800 AMP, 120'240V, 3-phase, 4-wires in NEMA I enclosure with group mounted circuit breakers at the former location of existing open-type distribution panel.

Provide "Phase B-Hi-Leg" plastic engraved label. All with seismic support in compliance with CBC 2010.

2. Provide new panel board with breakers matching the existing ampacity and quantity of branch fuses or breakers of existing panel board being replaced. Determine exact breaker quantity and size in the field. Refer to Panelboard Tabulation.
3. Extend existing branch circuit wiring to new panel boards and terminate to appropriate circuit breakers matching the existing conditions, loads and use.
4. Install new feeder conduits from the existing wire gutter to new Distribution Panel DP. Refer to Feeder Tabulation
5. Pull new wires in the existing and new feeder conduits and terminate to respective circuit breakers in new Distribution Panel DP.
6. Terminate new feeder wires to respective new panel boards located at the floors above.
7. Extend and terminate existing panel board feeder to appropriate breaker in new Distribution Panel.
8. Install egress emergency lighting to six restrooms
9. Securing work site to prevent dust or paint debris from accumulating, all must be properly abated.
10. Proper zone/area labeling per all circuits, phases-legs, labeling with plastic engraved labels.
11. Staging and coordination according to ARPD and PW to reduce program and building use conflicts.
12. Posting notices of potential hazards to the public during work and testing phases.
13. Provide seismic support in compliance with CBC 2010 or the most recent mandate for all new equipment.
14. Wires will include phase, ground, neutral, in accordance to plans plus add additional #1G wire and breakers to support additional HVAC system throughout the building.
15. Secure all subpanels with anchor screws rate at 5 times the load.
16. Applying NEMA and SNUT and CSI standards on new conduit and wiring.
17. Applying BMPs for the safety and security of the users/staff and residents.
18. Using BMPs the contractor will provide dust and noise protection to the residents and secure opening during transition time of installation of new raceways and junction boxes. Remove debris from work site daily.

## Notes

1. Refer to single line diagram for coordination.
2. Feeder length shall be verified in the field prior to bid length provided is for reference and voltage calculation only.
3. All feeders shall be routed via existing gutter.
4. Feeder wires used for conduit size are based on THWN type insulation.
5. Fire System coordination to set system to Test during system down time.

## **Preparation**

1. On a daily basis contractor shall fully complete all work begun. Remove and properly dispose of old fittings and spoils. Contractor shall respond to any and all complaints from residents.
2. Coordination with ARPD and PW to reduce/eliminate the auxiliary service and impact to use of the building.
3. Identify and secure staging area.
4. Contractor will not use elevator for this project and must plan accommodations accordingly.
5. Use construction paper to secure work sites such are wire spools staging or demo. of worn lamps.
6. Procure all the material and supplies prior to commencement of work.
7. Provide Work Plan for the entire project including proper disposal processes.
8. Proper disposal of material with no spoils left in public containers.
9. Test and monitor all impacted auxiliary equipment including impact to conveyance, fire alarm, and computers/phones.

## **Installation**

1. Foam insulates, Epoxy or polyurethane openings and secure with water tight adhesive around the new raceways, secure conduits and weather proof junction boxes. Activate and verify proper operation and make all necessary adjustments to load as per plans. Clean sites, removal debris, foam and properly dispose of spoils. All work will be completed during Recreation and Park's Department normal hours of operation. Any interruptions to service need to have minimal affect to operations; no facilities shall be interrupted without proper prior authorization from ARPD and/or Public Works Supervisor.

B. MEASUREMENTS AND PAYMENT. The work to be done shall be included in the service, repairs and updates in the Lump Sum price and all related services and consist of furnishing all labor, licensing, permits, vehicles, tools, equipment, materials, parts, components, except as herein specified, and doing all the work associated with electrical upgrades at the Veterans Memorial Building, located at 2203 Central Avenue, Alameda, CA in accordance with all specifications and plans.

**BIDDER'S PROPOSAL**  
**FOR**  
**VETERANS MEMORIAL BUILDING – ELECTRICAL UPGRADES**  
**P.W. 08-15-16**

Item No.	Approximate Quantity	Items with Unit/Lump Sum Prices Written in Words	Lump Sum Cost
1.	1 LS	Demolition/Remove/Replace/Prepare Site/  @ _____  _____ Per Lump Sum	\$ _____
2.	1 LS	Preparation/Removal/Coordinate Install of Electrical Communications and Unit Mounting  @ _____  _____ Per Lump Sum	\$ _____
3.	1 LS	Installation/Programming/Waterproofing/Testing  @ _____  _____ Per Lump Sum	\$ _____
4.	1 ALW	Permit Reimbursement  @ <u>One Thousand Dollars</u> Allowance	\$ <u>1,000.00</u>
<b>TOTAL BID:</b>			\$ _____
TOTAL BID WRITTEN IN WORDS: _____			

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) \_\_\_\_\_

Signature of Person on Behalf of Firm \_\_\_\_\_

Business Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Dated: \_\_\_\_\_

Phone No \_\_\_\_\_

Name	Title	Address
(Of Officers or Partners)		

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Incorporated under the laws of the State of \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Department of Industrial Relations (DIR) No.: \_\_\_\_\_

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.

### PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal)

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certified that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**SECURITY FOR COMPENSATION CERTIFICATE**

(Required by Paragraph 1861, California Labor Code)

To:

---

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

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(Signature of Bidder)

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Business Address

## Exhibit 'B'

# **CERTIFIED PAYROLL AND PREVAILING WAGES FORMS**

Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Certification of Bidder Regarding Section 3 and Segregated Facilities

Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities

Certification of Understanding and Authorization

Certification For Applicable Fringe Benefit Payments

Authorization for Deductions

**EXHIBIT B: Certified Payroll Forms**

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS		
(Appropriate Recipient):	DATE	
c/o	PROJECT NUMBER (if any)	
	PROJECT NAME	
<p>1. The undersigned, having executed a contract with _____ for the construction of the above-identified project acknowledges that:</p> <p>(a) The Labor Standards provisions are included in the aforesaid contract;</p> <p>(b) Correction of any infractions of the aforesaid conditions, including infractions any of his subcontractors and Any lower tier subcontractor, is his responsibility.</p>		
<p>2. He certifies that:</p> <p>(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276u-2(a)).</p> <p>(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.</p>		
<p>He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.</p>		
<p>He certified that:</p>		
<p>(a) The legal name and the business address of the undersigned are:</p>		
<p>(b) The undersigned is:</p>		
(1) A SINGLE PROPRIETORSHIP		(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP		(4) OTHER ORGANIZATION (Describe)
<p>(c) The name, title and address of the owner, partners or officers of the undersigned are:</p>		
NAME	TITLE	ADDRESS

**EXHIBIT B: Certified Payroll Forms**

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is:
(b) The ethnicity of the company's owner(s) is/are:
(c) Is the company a female owned business: _____ Yes _____ No

Date \_\_\_\_\_ (Contractor)

By \_\_\_\_\_ (Signature)

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever ..makes, passes, utters, or publishes any statement, knowing the same to be false .shall be fined not more than \$5,000 or imprisoned not more than two years or both."

## EXHIBIT B: Certified Payroll Forms

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS	
(Appropriate Recipient):	DATE
c/o	PROJECT NUMBER (if any)
	PROJECT NAME
<p>1. The undersigned, having executed a contract with _____ for</p> <p>in the amount of \$_____ In the construction of the above-identified project, certifies that:</p> <p>(a) The Labor Standards provisions of the contract for construction are included in the aforesaid contract;</p> <p>(b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C.. 276u-2(a)).</p> <p>(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.</p>	
<p>2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.</p> <p>(a) The workmen will report for duty on or about _____(date).</p>	
<p>3. He certifies that:</p> <p>(a) The legal name and the business address of the undersigned are:</p>	
<p>(b) The undersigned is:</p>	
(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)
<p>(c) The name, title and address of the owner, partners or officers of the undersigned are:</p>	
NAME	ADDRESS

**EXHIBIT B: Certified Payroll Forms**

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is:
(b) The ethnicity of the company's owner(s) is/are:
(c) Is the company a female owned business: _____ Yes _____ No

Date: \_\_\_\_\_ (Contractor)

By \_\_\_\_\_ (Signature)

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than \$5,000 or imprisoned not more than two years or both."

**EXHIBIT B: Certified Payroll Forms**

**CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES**

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name and Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B: Certified Payroll Forms**

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained, as required by Title VI of the Civil Right Act of 1964.

Name \_\_\_\_\_

Name and Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B: Certified Payroll Forms**

**CERTIFICATION OF UNDERSTANDING  
AND AUTHORIZATION**

Project Name: Veterans Memorial Building Electrical Upgrades, No. P.W. 08-15-16

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

\_\_\_\_\_  
Designated Payroll Officer (Name)

\_\_\_\_\_  
Designated Payroll Officer (Signature)

\_\_\_\_\_  
Authorized by (Contractor/Subcontractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(IRS) Employer Identification Number

\_\_\_\_\_  
(Date)

**EXHIBIT B: Certified Payroll Forms**  
**CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

Project Name: Veterans Memorial Building Electrical Upgrades, No. P.W. 08-15-16

Classification/ Fringe Benefits Provided	Name, Address and Telephone Number of Plan/Fund/Program
1. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____
2. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____
3. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____

OR: (Check if applicable)

\_\_\_\_\_ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

_____ Contractor/Subcontractor	By _____ Signature
_____ Date	_____ Title

**EXHIBIT B: Certified Payroll Forms**

**AUTHORIZATION FOR DEDUCTIONS**

The undersigned authorized deductions, as noted, to be made from their wages. It is understood that these deductions: (a) are in the interest of the employee; (b) is not a condition of employment; (c) there is no direct or indirect financial benefit accruing to the employee; and; (d) it is not otherwise forbidden by law.

Employee's Name	Employee's Signature	Date	Deduction
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Signature of Authorized Representative of Employee

\_\_\_\_\_  
Authorized Representative's Name and Title

\_\_\_\_\_  
Date

**Exhibit 'C'**

**SAMPLE CONTRACT AGREEMENT/  
ADDITIONAL INSURED CERTIFICATE**

Sample of Contract Agreement

Additional Insured Certificates

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **COMPANY NAME**, a (California corporation, partnership, sole proprietor, individual) whose address is \_\_\_\_\_ (hereinafter called the "Contractor"), in reference to the following:

**RECITALS:**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of a contractor to perform electrical upgrades to the Veterans Memorial Building, located at 2203 Central Avenue, Alameda, CA 94501. Plans and specification were posted on the City's website, sent to contractor's on the city's bidder's list and builder's exchanges. After a bidding period of 10 days, \_\_\_\_\_ proposals were received. The bids were opened on \_\_\_\_\_, 2015. In accordance with Administrative Order No. 5, the City wishes to enter into an agreement with the lowest responsive, responsible bid.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Contractor desire to enter into an agreement for electrical upgrades at the Veterans Memorial building, 2203 Central Avenue, Alameda, CA 94501.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2015, and shall terminate on the 31st day of January 2016, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The

contractor acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to request Contractor to perform all tasks included therein.

**3. COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from various funds, as budgeted for the particular project or task.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is not to exceed \$\_\_\_\_\_.

**Prompt Payment Of Withheld Funds To Subcontractors:** The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City 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 all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement 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 contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**4. TIME IS OF THE ESSENCE:**

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor.



**B. SUBROGATION WAIVER:**

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney. Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. **BONDS:**

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. **Faithful Performance:**

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. **Labor and Materials:**

A bond for labor and materials in the amount of 100% of the total contract price.

12. **PROHIBITION AGAINST TRANSFERS:**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. **RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

Public Works Department  
Maintenance Service Center  
1616 Fortmann Way  
Alameda, CA 94501  
Attention: Jesse Barajas, Public Works Superintendent  
Ph: (510) 747-7924  
Email: jbarajas@alamedaca.gov

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Ph: / Fax:

18. **LAWS TO BE OBSERVED.**

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

19. **DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS.**

1. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

2. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

5. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

20. **HOURS OF LABOR.**

a. As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

b. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

c. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

21. **CERTIFIED PAYROLL.**

a. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

b. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

c. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

f. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

## 22. **APPRENTICES.**

a. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

b. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

c. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

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

## 23. **LABOR DISCRIMINATION.**

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this

section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

24. **REGISTRATION OF CONTRACTORS.**

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

25. **URBAN RUNOFF MANAGEMENT:**

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

E. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

26. **COMPLIANCE WITH MARSH CRUST ORDINANCE:**

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

27. **COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:**

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
  1. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
  2. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
  3. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
  4. Biological controls (e.g., natural enemies or predators);
  5. Reduced-risk chemical controls (e.g., soaps or oils);
  6. Other chemical controls.
- Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the contractor shall provide documentation

to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.

- ❑ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
  4. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- ❑ Contractor shall sign the Contractor Verification Form (if applicable to job) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- ❑ Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- ❑ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk. *If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List.*

28. **PURCHASES OF MINED MATERIALS REQUIREMENT:**

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

29. **TERMINATION:**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two

(2) business days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

30. **COMPLIANCES:**

Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City.

31. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

32. **ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

33. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

34. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

35. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced

as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

36. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

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

CONTRACTOR  
A \_\_\_\_\_ Corporation

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Name  
Title (President / Vice President)

\_\_\_\_\_  
Elizabeth D. Warmerdam  
Interim City Manager

\_\_\_\_\_  
Name  
Title (CFO, Treasurer, Assistant Treasurer)

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Andrico Penick  
Assistant City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:  
City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558



(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:** \_\_\_\_\_  
**The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.**

**PRIMARY INSURANCE:**  
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

**SEVERABILITY OF INTEREST:**  
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

**WAIVER OF SUBROGATION:**  
IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

**NOTICE OF CANCELLATION:**  
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

**COMMERCIAL AUTO**  
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SAMPLE**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:  _____ (Authorized Representative)
Named Insured:	

SCHEDULE

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**REF:** \_\_\_\_\_  
**The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.**

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Page 1 of 1

**Exhibit 'D'**

**EMERGENCY FORM**

**EXHIBIT "D"**

Emergency Form

During the course of the work and/or while the contractor has responsibility for the project, emergencies may arise where it is necessary to repair or replace safety devices, or install additional safety devices, or take preventative measures necessary for public safety. Such corrections as may be necessary are the contractor's responsibility and he, or his representative, will be called upon in such emergencies.

Please fill in the following information and submit it to the City Engineer/PW Supervisor.

CONTRACTOR'S NAME \_\_\_\_\_

CONTRACTOR'S PHONE NUMBER \_\_\_\_\_

PROJECT SUPERINTENDENT \_\_\_\_\_

CONTACT IN THE EVENT OF EMERGENCY: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

In cases where the contractor, or his representative, cannot be contacted or will not take the necessary actions, the City Public Works Department will be notified and the necessary repairs, corrections, or changes will be made. The contractor will be billed for such remedial action. Charges will include the cost of labor at applicable rates, the City's normal overhead factor, the rental of any equipment or safety devices placed during the emergency that are damaged or stolen, or otherwise not returned to the City, will be billed to the contractor.

Scheduled starting date \_\_\_\_\_

Scheduled completion date \_\_\_\_\_

Job Name : Veterans Memorial Building Electrical Upgrades, No. P.W. 08-15-16

**EXHIBIT “E”**

**PERFORMANCE BOND FORM**

Performance Bond Form

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars. (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**EXHIBIT 'E'**

**PERFORMANCE BOND FORM**

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on \_\_\_\_\_ counterparts, each one

of which shall be deemed an original, this the \_\_\_\_\_<sup>(Number)</sup> day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Principal Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
Surety Secretary

(SEAL)

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

\_\_\_\_\_  
(Witness as to Surety) Attorney-in-fact

\_\_\_\_\_  
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.

If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**Exhibit 'F'**

**PAYMENT BOND FORM**

**PAYMENT BOND FORM**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

a \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars. (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PAYMENT BOND FORM**

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on \_\_\_\_\_ counterparts, each one  
(Number)  
of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST: \_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Principal Secretary  
(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST: \_\_\_\_\_  
Surety Secretary  
(SEAL)

By: \_\_\_\_\_  
(Witness as to Surety) Attorney-in-fact

\_\_\_\_\_  
(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**Exhibit 'G'**

**BIDDER'S BOND FORM**

**EXHIBIT 'G'**

Bidder's Proposal Form

Contractor Name \_\_\_\_\_

**BIDDER'S BOND**

We, \_\_\_\_\_  
as Principal, and as Surety are bound unto the \_\_\_\_\_,  
hereafter referred to as "obligee", in the penal sum of ten percent (10%) of the total amount of the  
bid of the Principal submitted to the Obligee for the work described below, for the payment of  
which sum we bind ourselves, jointly, and severally,

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

**WHEREAS**, the Principal is submitted to the Obligee, for \_\_\_\_\_

(Copy here the exact description of

\_\_\_\_\_  
work, including locations as it appears on the proposal)

\_\_\_\_\_  
for which bids are to be opened per Section 1 Proposal and Contract Requirements, Paragraph E,  
Presenting and Marking of Bid.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and  
manner required under the specifications, after the prescribed forms are presented to Contractor  
for signature, enters into a written contract, in the prescribed form, in accordance with the bid,  
and files two bonds with Obligee, one to guarantee faithful performance of the contract an the  
other to guarantee payment for labor and materials as provided by law, then this obligation shall  
be null and void; otherwise, it shall remain in full force.

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

The surety; for value received, hereby stipulates and agrees that the obligations of said  
Surety and its Bond shall be in no way impaired or affected by any extension of the time within  
which the OWNER may accept such BID; and said Surety does hereby waive notice of any such  
extension.

Dated: \_\_\_\_\_, 2015.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

**EXHIBIT "G"**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of Alameda

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me  
\_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_  
Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)  
Notary Public

**Exhibit 'H'**

**TECHNICAL SPECIFICATION  
SECTION 262416 – PANEL BOARDS**

## **SECTION 262416 – PANEL BOARDS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

##### **A. Section Includes:**

1. Distribution panel boards.
2. Lighting and appliance branch-circuit panel boards.
3. Electronic-grade panel boards.

##### **B. Related Sections include the following:**

1. Division 26 Section "Electrical Power Monitoring and Control" for interfacing communication and metering.
2. Division 26 Section "Surge Protective Devices for Low-Voltage Electrical Power Circuits" for transient voltage surge suppressors for low-voltage power, control, and communication equipment located in the switchgear.
3. Division 26 Section "Overcurrent Protective Device Coordination Study" for short-circuit rating of devices and for setting of overcurrent protective devices.

#### **1.3 DEFINITIONS**

- A. SVR: Suppressed voltage rating.
- B. SPD: Surge Protective Device.

#### **1.4 PERFORMANCE REQUIREMENTS**

1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event[]."

#### **1.5 ACTION SUBMITTALS**

- A. Product Data: For each type of panel board, switching and overcurrent protective device, surge suppression device, accessory, and component indicated. Include dimensions and Panel boards DP/Subpanels manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

- B. Shop Drawings: For each panel board and related equipment.

1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
2. Detail enclosure types and details for types other than NEMA 250, Type 1.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panel boards and overcurrent protective devices.

5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
6. Include wiring diagrams for power, signal, and control wiring.
7. Include time-current coordination curves for each type and rating of overcurrent protective device included in panel boards. Submit on translucent log-log graft paper; include selectable ranges for each type of overcurrent protective device.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: Submit certification that panel boards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
  1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- B. Field Quality-Control Reports:
  1. Test procedures used.
  2. Test results that comply with requirements.
  3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- C. Panel Board Schedules: For installation in panel boards. Submit final versions after load balancing.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panel boards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:

PROJECT NAME FOR:  
Veterans Memorial Electrical Panel Upgrades

PANEL BOARDS

  1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
  2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

#### 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Keys: Two spares for each type of panel board cabinet lock.

## 1.9 QUALITY ASSURANCE

- A. Source Limitations: Obtain panel boards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panel boards including clearances between panel boards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Comply with NEMA PB 1.
- E. Comply with NFPA 70.
- F. Comply with Cleveland Clinic Design Standards.

## 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Remove loose packing and flammable materials from inside panel boards.
- B. Handle and prepare panel boards for installation according to NEMA PB 1.

## 1.11 PROJECT CONDITIONS

### A. Environmental Limitations:

- 1. Do not deliver or install panel boards until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above panel boards is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- 2. Rate equipment for continuous operation under the following conditions unless otherwise indicated:

#### PANELBOARDS

- a. Ambient Temperature: Not exceeding minus 22 deg F (minus 30 deg C) to plus 104 deg F (plus 40 deg C).
- b. Altitude: Not exceeding 6600 feet (2000 m).

### B. Service Conditions: NEMA PB 1, usual service conditions, as follows:

- 1. Ambient temperatures within limits specified.
- 2. Altitude not exceeding 6600 feet (2000 m).

### C. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by City programs or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

- 1. Notify City Public Works Representative no fewer than seven days in advance of proposed interruption of electric service.
- 2. Do not proceed with interruption of electric service without written permission from the City.
- 3. City/CalOsha/Lock-out/Tag-out procedures shall be used with Contractor controlled locks and tags.
- 4. Comply with NFPA 70E.

## 1.12 COORDINATION

- A. Coordinate layout and installation of panel boards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

## 1.13 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace transient voltage suppression devices that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.  
PROJECT NAME FOR:  
Veterans Memorial Building Electrical Upgrades  
PANELBOARDS  
PART 2 - PRODUCTS

## 2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Fabricate and test panel boards according to IEEE 344 to withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- B. Enclosures: Flush and surface-mounted cabinets.
  - 1. Rated for environmental conditions at installed location.
    - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
    - b. Outdoor Locations: NEMA 250, Type 3R.
    - c. Kitchen, Food Service and Wash-Down Areas: NEMA 250, Type 4X, stainless steel.
    - d. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.
    - e. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
  - 2. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover.
  - 3. Gutter Extension and Barrier: Same gage and finish as panel board enclosure; integral with enclosure body. Arrange to isolate individual panel sections.
  - 4. Finishes:
    - a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pre-treating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
    - b. Back Boxes: Galvanized steel.

- c. Fungus Proofing: [FOR TROPICAL LOCATIONS] Permanent fungicidal treatment for overcurrent protective devices and other components.
  - 5. Directory Card: Inside panel board door, mounted in metal frame with transparent protective cover.
- C. Incoming Mains Location: Top or bottom.
- D. Phase, Neutral, and Ground Buses:
  - 1. Material: Hard-drawn copper, 98 percent conductivity.
  - 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
  - 3. Isolated Ground Bus: Adequate for branch-circuit isolated ground conductors; insulated from box.
  - 4. Fully rated Neutral bus.
  - 5. Extra-Capacity Neutral Bus: Neutral bus rated 200 percent of phase bus and UL listed as suitable for nonlinear loads.
- E. Conductor Connectors: Suitable for use with conductor material and sizes.  
 PROJECT NAME FOR:  
 Veterans Memorial Building Electrical Upgrades
  - 1. Material: Hard-drawn copper, 98 percent conductivity.
  - 2. Main and Neutral Lugs: Mechanical type.
  - 3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
  - 4. Feed-Through Lugs: Mechanical type, suitable for use with conductor material. Locate at opposite end of bus from incoming lugs or main device.
  - 5. Sub-feed (Double) Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
  - 6. Gutter-Tap Lugs: Mechanical type suitable for use with conductor material. Locate at same end of bus as incoming lugs or main device.
  - 7. Extra-Capacity Neutral Lugs: Rated 200 percent of phase lugs mounted on extra capacity neutral bus.
- F. Service Equipment Label: NRTL labeled for use as service equipment for panel boards or load centers with one or more main service disconnecting and overcurrent protective devices.
- G. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- H. Panel board Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

## 2.2 DISTRIBUTION PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Eaton Corp. Electrical Group.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Square D; a brand of Schneider Electric.

- B. Panelboards: NEMA PB 1, power and feeder distribution type.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
  - 1. For doors more than 36 inches (914 mm) high, provide two latches, keyed alike.
- D. Mains: Circuit breaker or Lugs as shown on One Line Diagram.
- E. Branch Overcurrent Protective Devices: Bolt-on circuit breakers.

## 2.3 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Eaton Corp. Electrical Group.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Square D; a brand of Schneider Electric.PROJECT NAME FOR:  
Veterans Memorial Building Electrical Upgrades  
PANELBOARDS
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- D. Contactors in Main Bus: NEMA ICS 2, Class A, electrically held, general-purpose controller, with same short-circuits interrupting rating as panel board.
  - 1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.
- E. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

## 2.4 ELECTRONIC-GRADE PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Eaton Corp. Electrical Group.
  - 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
  - 3. Square D; a brand of Schneider Electric.
- B. Panelboards: NEMA PB 1; with factory-installed, integral TVSS; labeled by an NRTL for compliance with UL 67 after installing TVSS.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
- D. Main Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.
- E. Branch Overcurrent Protective Devices: Bolt-on thermal-magnetic circuit breakers.
- F. Buses:
  - 1. Copper phase and neutral buses; 200 percent capacity neutral bus and lugs.
  - 2. Copper equipment and isolated ground buses.
- G. Surge Protection Device: IEEE C62.41-compliant, externally mounted, complying with UL 1449, 3rd edition and Specification 264313.

## 2.5 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
3. Square D; a brand of Schneider Electric.

PROJECT NAME FOR:

Veterans Memorial Building Electrical Upgrades

PANELBOARDS

B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes up to 250 A.
2. Adjustable Instantaneous-Trip Circuit Breakers: Magnetic trip element with front mounted, field-adjustable trip setting.
3. Electronic trip circuit breakers with RMS sensing; field-replaceable rating plug or field replicable electronic trip for circuit-breaker frame sizes 250 A and larger; and the following field-adjustable settings:
  - a. Instantaneous trip.
  - b. Long- and short-time pickup levels.
  - c. Long- and short-time time adjustments.
  - d. Ground-fault pickup level, time delay, and I<sup>2</sup> t response.
4. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
5. Ground-Fault Equipment Protection (GFEP) Circuit Breakers: Single- and two-pole configurations with Class B ground-fault protection (30-mA trip).
6. Multi-pole circuit breakers shall have common trip, use of handle ties is not permitted.
7. Standard frame sizes, trip ratings, and number of poles.
8. Application Listing: Appropriate for application. (e.g. HACR, SWD)
9. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
10. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
  - a. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
  - b. Communication Capability: Communication module with functions and features compatible with power monitoring and control system specified in Division 26 Section "Electrical Power Monitoring and Control."
  - c. Shunt Trip: 120 -V trip coil energized from separate circuit.
  - d. Under Voltage Trip: Set to operate at 35 to 75 percent of rated voltage with field adjustable 0.1- to 0.6-second time delay.

- e. Auxiliary Contacts: One SPDT switch with "a" and "b" contacts; "a" contacts mimic circuit-breaker contacts and "b" contacts operate in reverse of circuit breaker contacts.
- f. Alarm Switch: Single-pole, normally open contact that actuates only when circuit breaker trips.
- g. Key Interlock Kit: Externally mounted to prohibit circuit-breaker operation; key shall be removable only when circuit breaker is in off position.
- h. Zone-Selective Interlocking: Integral with electronic trip unit; for interlocking ground-fault protection function with other upstream or downstream devices.
- i. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handles in on or off position.
- j. Handle Clamp: Loose attachment, for holding circuit-breaker handles in on position.

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## 2.6 PANEL BOARD SUPPRESSORS

- A. Subject to compliance with requirements, Surge Protection Devices shall be IEEE C62.41-compliant, externally mounted, and complying with UL 1449, 3rd edition and Specification 264313.

## 2.7 RETRO-FIT PANEL BOARD KITS

- A. The panel board kit shall be specifically designed for retrofit applications in existing panel board boxes. Trims for retrofit panel boards shall be designed specifically for retrofit applications. Trim mounting shall not be dependent nor attached to the existing enclosure. The trim and door shall attach directly to the panel board dead-front assembly so that no external trim-fastening hardware shall be required. Panel boards shall be fully rated.
- B. Interiors shall have field adjustable height and depth.
- C. Factory installed neutral and ground bars, field bondable for Service Entrance applications.
- D. Bolt-on type, heavy-duty, quick-make, quick-break, single- and multi-pole circuit breakers of the types specified herein, shall be provided for each circuit.
- E. Existing enclosures shall be identified for retrofit suitability in advance. The structural integrity of all existing enclosures shall be verified. Any enclosure that is damaged shall be replaced with a new enclosure and panelboard.

## 2.8 ACCESSORY COMPONENTS AND FEATURES

- A. Accessory Set: Include tools and miscellaneous items required for overcurrent protective device test, inspection, maintenance, and operation.

- B. Portable Test Set: For testing functions of solid-state trip devices without removing from panel board. Include relay and meter test plugs suitable for testing panel board meters and switchboard class relays.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Receive, inspect, handle, and store panel boards according to NEMA PB 1.1.
- B. Examine panel boards before installation. Reject panel boards that are damaged or rusted or have been subjected to water saturation.
- C. Examine elements and surfaces to receive panel boards for compliance with installation tolerances and other conditions affecting performance of the Work.

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- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install panel boards and accessories according to NEMA PB 1.1.
- B. Wall Mounted Panelboards: Do not attach directly to walls or structural surfaces. Attach Panel board to the vertical finished or structural surface behind the panel board on channels such as "Unistrut".
- C. Floor Mounted Panelboards: Install panel boards on 4 inch high concrete bases. Comply with requirements for concrete base specified in Division 03 Sections.
  - 1. For panel boards, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
  - 2. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 3. Install anchor bolts to elevations required for proper attachment to panel boards.
- D. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panel boards.
- E. Comply with mounting and anchoring requirements specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."]
- F. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated.
- G. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panel boards with fronts uniformly flush with wall finish and mating with back box.
- H. Install overcurrent protective devices and controllers not already factory installed.
- I. Provide GFI circuit breakers with 30 mA sensitivity trip for all freeze protection, temperature maintenance, and heat tracing circuits.
- J. Install filler plates in unused spaces.
- K. Circuit breaker handle locks shall be provided for all circuits that supply exit signs, emergency management, and control system (EMCS) panels and fire alarm panels.

- L. Stub six 1-inch (27-GRC) empty conduits from panel board into accessible ceiling space or space designated to be ceiling space in the future. Stub four 1-inch (27-GRC) empty conduits into raised floor space or below slab not on grade.
- M. Arrange conductors in gutters into groups and bundle and wrap with wire ties after completing load balancing.
- N. Comply with NECA 1.
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- O. New circuit breakers installed in existing panel boards shall be of standard manufacture, shall match existing, and shall have an interrupting rating of not less than the lowest rated circuit breaker in the panel board.

### 3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Division 26 Section "Identification for Electrical Systems."
- B. Create a directory to indicate installed circuit loads after balancing panel board loads; incorporate City's Veterans Memorial Building final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panel board Nameplates: Label each panel board with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."
- D. Device Nameplates: Label each branch circuit device in distribution panel boards with a nameplate complying with requirements for identification specified in Division 26 Section "Identification for Electrical Systems."

### 3.4 FIELD QUALITY CONTROL

- A. Acceptance Testing Preparation:
  - 1. Test insulation resistance for each panel board bus, component, connecting supply, feeder, and control circuit.
  - 2. Test continuity of each circuit.
  - 3. Comply with NETS.
- B. Tests and Inspections:
  - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
- C. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform infrared scan of each panel board. Remove front so joints and connections are accessible to portable scanner.

1. Instrument: Use an infrared-scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.

2. Record of Infrared Scanning: Prepare a certified report that identifies panel boards checked and that describes infrared-scanning results. Include notation of deficiencies detected, remedial actions taken, and observations after remedial action.

D. Panel boards will be considered defective if they do not pass tests and inspections.

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