



**BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT**

**PROJECT TITLE:**

**BAAQMD Berkeley Aquatic Park  
Near-Road Monitoring Site Installation**

INVITATION FOR BIDS (IFB) NUMBER 2014-007

BID DUE DATE: August 13, 2014

**FOR INFORMATION CONTACT:**

Tina Landis  
BAAQMD Administrative Division at  
tlandis@baaqmd.gov  
(415) 749-8649

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# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

Date: July 16, 2014

The Air District requests a bid for:

Project Title: Berkeley Near-Road Monitoring Site Project

Invitation For Bid (IFB) Number: 2014-007

Description of Project: Installation of pad and electrical supply wiring for air monitoring trailer located at Aquatic Park lagoon in Berkeley, California

Contracts Administrator: Tina Landis

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Project Manager: Eric Stevenson

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Telephone: 415-749-4695

Project Coordinator: Leah Hernikl

Email: [hernikl@sbcglobal.net](mailto:hernikl@sbcglobal.net)

Telephone:

## Part 1 Invitation for Bid (IFB) Summary

The below Invitation for Bid Summary is not intended to be exclusive and the entire Invitation for Bid (IFB) Package should be reviewed prior to submitting a bid.

### 1. Bid Submittal Information:

- A. Sealed bids must be submitted to the Air District at the Air District's headquarters office at 939 Ellis Street, San Francisco, CA 94109 not later than 4 p.m. on August 13, 2014.
- B. Bids may not be delivered by facsimile transmission or other telecommunication or electronic means.
- C. Bids arriving after the above deadline will be deemed non-responsive and will be returned, unopened.
- D. Date, time, and location of bid opening:

Bids will be opened in the 4th Floor Conference Room, at the Air District's office, 939 Ellis Street, San Francisco, California, at 10:00 a.m. on August 14, 2014.

- E. Submit bids by personally delivering or mailing to the Air District's Business Office Administrative Analyst:

Tina Landis  
Bay Area Air Quality Management District  
939 Ellis Street  
San Francisco, CA 94109

- F. The bid and accompanying documents shall be submitted in a sealed envelope, clearly marked as follows:

Bid Enclosed
Project Title: Berkeley Near-Road Monitoring Site Project
Invitation For Bid Number 2014-007
Company Name and Return Address

## 2. Pre-Bid Conference Information:

Contractor bid walk at Berkeley Aquatic Park

Date: Thursday, July 24, 2014  
Time: 10:00 a.m. to noon  
Location: Berkeley Aquatic Park, north end (Bolivar and Addison)

Pre-registration: Interested contractors are requested to pre-register by email to:

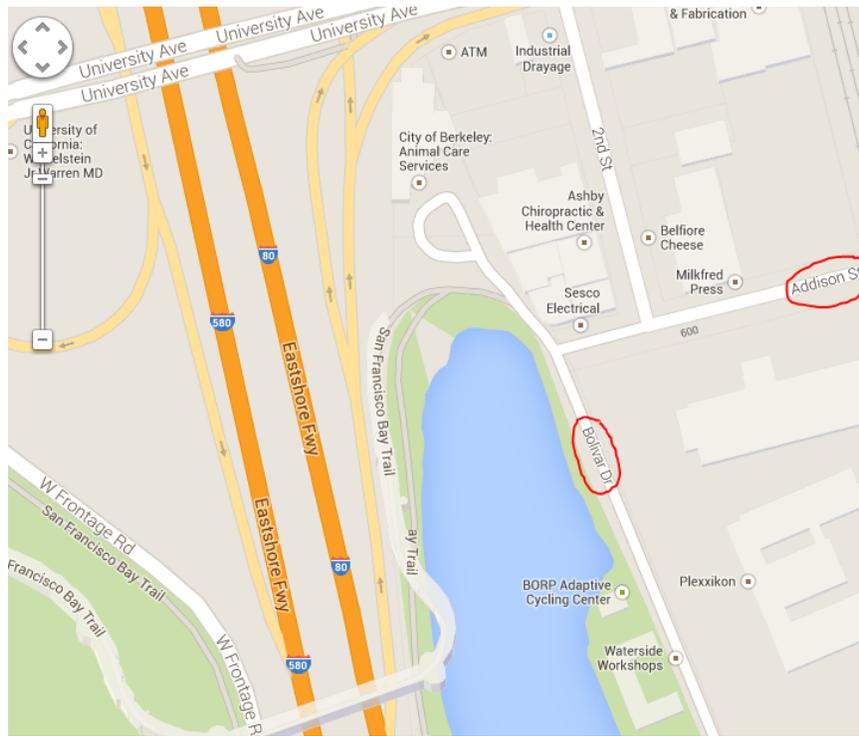
**Leah Hernikl** (Project Coordinator)  
email address: [hernikl@sbcglobal.net](mailto:hernikl@sbcglobal.net)

Parking: Street parking on Addison or Bolivar

Meeting location: Corner of Addison and Bolivar, starting at 9:45 a.m.

Activities on the site will consist of a project Q&A with BAAQMD representatives, followed by a walk-through of proposed project infrastructure locations and electrical trenching routes. This pre-bid conference is not mandatory.

Project site map:



Contractor bid walk meeting location:



3. **Contract Documents:** an Air District construction contract is included with this IFB.

4. **Project Schedule**

The time for completion will be indicated in section 6 of the Contract.

**5. Contractor's License Type**

The prime contractor for this work shall possess a valid State of California Contractor's License in the following category:

Class C10 - Electrical Contractor

**6. Posting of Bid Security**

For all bids greater than \$25,000, bidders shall submit a bid security in the amount of not less than ten percent (10%) of the aggregate amount of the bid including all bid alternates. Bid security shall be submitted with the bid and shall be in the form of a certified check, cashier's check, or surety bond in substantially the same form as specified in this IFB.

## Part 2 Instructions to Bidders

The below Instructions to Bidders includes requirements for submitting a bid for this project.

### 1.0 SOLICITATION OF BIDS.

- 1.1 **Submittal.** No bid shall be sent by email or facsimile transmission, and any bid so submitted shall be deemed not received by the Air District. Any bid which is attempted to be delivered or which is received after the stated time shall be deemed non-responsive and rejected. The bidder shall have the sole and exclusive responsibility for ensuring that a bid is received by the time stated herein. Any bid that is incomplete, unclear, or that fails to fully comply with the applicable requirements set forth herein, including, but not limited to, use of the forms provided by the Air District, may be rejected as nonresponsive.
- 1.2 **Responsibility of Bidder.** A bid shall be submitted at the sole cost and expense of the bidder and, in submitting such bid to the Air District, the bidder waives any claim or demand against the Air District which the bidder may have for any direct or indirect cost or expense of preparing and submitting such bid.
- 1.3 **Bid Security.** For all bids in excess of \$25,000, bid security in the amount of not less than ten percent (10%) of the aggregate amount of the bid is required. Bid security shall be submitted with the bid and shall be in the form of a certified check, cashier's check or surety bond substantially in the form attached to this IFB. The bid security of bidders who do not qualify as the lowest responsible bidder shall be returned to such bidders no later than sixty (60) days from the date of award of contract unless extended by written agreement.
- 1.4 **Bid Submittals.**
  - 1.4.1. **Bids:** Bids must be submitted in writing on the attached Bid Form. Unless otherwise stated, **one (1) original copy** of the Bid Form, either typewritten or hand-printed in black or blue ink only, completed in full without interlineations, alterations or erasures, and signed, is to be submitted. In addition, bidder shall submit original executed copies of the Bidder's Questionnaire, Subcontractor Listing, Bid Security, non-collusion affidavit, and all other documents required herein.
  - 1.4.2. **Bidder's Questionnaire:** Each bid must be accompanied by a completed, executed Bidder's Questionnaire using the form provided in these Contract Documents. Submission of a Bidder's Questionnaire containing false or incomplete information may be grounds for rejections of the bid as non-responsive and/or disqualification of the bidder as not responsible.

- 1.5 **Bid Signature.** The signature of the person, whether in a personal or representative capacity, who executes the Bid Form and any other document which the Air District requires to be signed only in black or blue ink and shall be in longhand. If the person does business under his or her own name, that person shall sign his or her own name. If the person does business under a fictitious business name, that person shall sign his or her own name under the fictitious business name, e.g., "Jane Doe dba Jane Doe Associates". If the person signs for and on behalf of a partnership, the person shall sign and indicate his or her authority to sign, e.g., "XYZ Partners, Jane Doe, Partner".
- 1.6 **Alternate Bids.** No alternate bid shall be accepted or considered by the Air District, unless the Air District solicits an alternate bid.
- 1.7 **Add Alternates.** All solicited alternate bids shall be bid, whether additive or deductive. If the bidder proposes no change in the base bid, then the bidder shall indicate "NO CHANGE" in the space provided.
- 1.8 **Withdrawal of Bid.** A bidder may withdraw its bid upon written request and delivered in person or by hand delivery, email, private express delivery service, or via U.S. Postal Service or by facsimile transmission to the Business Manager at any time before the deadline for the receipt of bids as specified in the IFB Summary. No bidder may withdraw its bid after the date set for the opening of bids or until the Air District returns the bid security, subject to applicable California law.
- 1.9 **Request(s) for Clarification.** Any bidder may submit to the Project Manager a **written** request for the clarification of any aspect of the Project Specifications or any document, or part thereof, which is a part of the IFB. Such **written** request shall be submitted in person, by email, private express delivery service, U.S. Postal Service, and shall be submitted not less than seven (7) business days prior to the date for the opening of the bids. The Air District shall respond in writing with a copy to all bidders of record at least three (3) business days prior to the opening of bids.
- 1.10 **Interest in More Than One Bid.** Unless the Air District provides otherwise, no person shall be permitted to submit or be interested in more than one bid for the same public works project. A person may submit a price to more than one bidder as a subcontractor or materials supplier without violating this prohibition.
- 2.0 ADDENDA.** The Air District reserves the right to issue a written Addendum or Addenda to the documents prior to the bid closing date and time. Air District will not be liable for loss, or damage to any bidder who does not receive any addendum issued by Air District in connection with this IFB, and any bidder by submitting a bid waives any and all claims and demands bidder may have against Air District on account of the failure of delivery of any such Addendum to bidder. Any and all Addenda issued by Air District

shall be deemed included in this IFB, and the provisions and instructions therein contained shall be incorporated into any bid submitted by bidder

**3.0 SPECIFICATIONS.** The plans, specifications and scope of work have been prepared to describe the standard of quality, performance, and other characteristics needed to meet Air District requirements. In accordance with Public Contract Code Section 3400, unless otherwise specified, the Air District will accept alternate proposals of a designated material, product, thing, service, "or equal," and will determine if such alternate proposals are satisfactory in meeting a mandatory requirement or specification and if the proposed alternate meets the intent of the original mandatory requirement. The Air District reserves the right in its sole discretion to reject any alternate proposals that do not meet the specifications.

Pursuant to Public Contract Code Section 3400(c), the Air District has found that the following specific brands are required for the following particular material(s), product(s), thing(s), or service(s), and no substitutions will be considered or accepted:  
Item: Required brand:

Item:	Required brand:
_____	_____
_____	_____
_____	_____
_____	_____

**4.0 PREVAILING WAGE INFORMATION.** The contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and section 16000 *et seq.* and section 1773.1 of the California Labor Code. Pursuant to the provisions of section 1773 of the Labor Code of the State of California, the Air District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this project from the Director of the Department of Industrial Relations. Copies of these rates may be obtained at the Business Office of the Air District. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of sections 1775, 1776, 1777.5, 1810, and 1813 of the Labor Code.

**5.0 PRE-BID CONFERENCE.** The Invitation for Bids (Part 1, above) informs bidders whether a pre-bid conference will be held and whether attendance is mandatory.

**6.0 OPENING OF BIDS.**

6.1 **Attendance.** All bidders are permitted to attend the opening of bids; however, a

bidder's absence shall not be cause for the rejection or disqualification of the bidder's bid. The Air District reserves the right to change the originally scheduled bid date and time to a later date and time by issuing an Addendum to that effect. Any and all bids received by the Air District on or before the deadline shall be opened and read in public on the date scheduled for the opening of bids in the 4th Floor Conference Room, Bay Area Air Quality Management District, 939 Ellis Street, San Francisco, California 94109.

- 6.2 **Announcements.** The public reading of bids received by the Air District shall include the announcement of the name of each bidder and the total amount of each bidder's bid, and any other information as the Air District may deem appropriate. The Air District may note any bid irregularity at the time of announcement.

## **7.0 DETERMINATION OF LOWEST RESPONSIBLE BIDDER.**

- 7.1 **Criteria for Determination.** Subject to the conditions of this IFB, the Air District will award the contract, if an award is made, to the lowest responsive and responsible bidder. In determining whether the bidder is responsible, the Air District will use the following criteria:

- 7.1.1 The bidder must have the ability, capacity, experience and skill to perform the work, or provide the goods and/or services in accordance with the bid specifications;
- 7.1.2 The bidder must have the ability to perform the contract within the time specified;
- 7.1.3 The bidder must have the equipment, facilities and resources of such capacity and location to enable the bidder to perform the contract;
- 7.1.4 The bidder must have the ability to provide, as required, future maintenance, repair, parts and service for the use of goods purchased;
- 7.1.5 The bidder must have a record of satisfactory or better performance under prior contracts with the Air District or others; and
- 7.1.6 The bidder must have complied with applicable laws, regulations, policies, guidelines and orders governing prior or existing contracts performed by the bidder.

The Air District will afford a bidder determined not to be responsible an opportunity to appeal the determination in accordance with the Protest Procedure in the Air District Purchasing Manual and the requirements of state law.

**7.2 Determination of Lowest Bid.**

If additive or deductive alternates are included in the bid, pursuant to Public Contract Code section 20103.8, the following method will be used to determine the lowest bid:

The lowest bid shall be the lowest total of the base bid and those alternates specifically identified in this IFB as being used for the purpose of determining the bid price. For purposes of this section, the bid alternatives used for determining the bid price are alternates #\_\_\_\_\_.

The lowest bid shall be the lowest base bid without consideration of the prices on alternate items.

The lowest bid shall be the lowest total of the base bid and those alternates that when taken in order from a specifically identified list of those items in the IFB, and added to or subtracted from the base bid are less than or equal to the funding amount publicly disclosed by the Air District before the bid opening.

The lowest bid shall be determined in a manner that prevents any information that would identify any bidder or proposed subcontractor or supplier from being revealed to the Air District before the ranking of all bidders from lowest to highest has been determined, as follows:

Regardless of the method for determining the lowest price, the Air District can add to or deduct from the contract any of the additive or deductive items after the lowest bid has been determined.

**7.3 Waiver of Minor Irregularities.** The Air District may exercise its discretion to waive minor irregularities, defects or informalities in the bids, so long as the waiver would not affect the amount of the bid or give the bidder an advantage over others.

**7.4 Bid Discrepancies.** In the case of a discrepancy between a written amount and the corresponding figures, the written amount shall govern. In the case of a discrepancy between an item price and the corresponding unit price multiplied by the corresponding estimated quantity, the unit price multiplied by the estimated quantity shall govern. In the case of discrepancy between the actual arithmetic total of all items and the total stated by the bidder, the actual arithmetic total shall govern.

## **8.0 AWARD OF CONTRACT AND REJECTION OF BIDS.**

8.1 **Decision to Award.** A contract may be awarded to the bidder who is determined to be the lowest responsible bidder, provided, however, as a condition precedent to the obligation of the Air District to perform under the contract, the lowest responsible bidder shall furnish the necessary bid security, proof of valid contractor's license, such additional information as may be required by these documents or requested by the Air District's representatives. The Air District reserves the right to award more than one contract with respect to the project. For purposes of this section, the Air District's decision to award shall be deemed made on the date the Air District's sends the notice of award.

8.2 **Decision to Reject.** The Air District reserves the unfettered right to reject all bids for any reason or for no reason, to re-advertise a bid, or to cancel a bid listing and elect to perform the project and work with its own forces. The Air District reserves the right to reject as non-responsive any bid which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this Invitation for bids.

8.3 **Execution of Contract.** If the lowest responsible bidder fails to deliver fully executed copies of the contract(s) and to submit all required documentation, including, without limitation, all bonds and evidence of insurance within ten (10) business days of the date of issuance of the notice of award, the Air District may award the contract to the next lowest responsible bidder, if any, in accordance with all applicable laws. Subject to applicable laws, the Air District shall be entitled to retain the bid Security Bond of the lowest responsible bidder in the event that the lowest responsible bidder fails to timely execute the contract or submit the required bonds and evidence of insurance as required herein.

**9.0 PAYMENT OF RETENTION INTO ESCROW ACCOUNT.** The contractor may substitute investment securities for any moneys withheld as retention by the Air District. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the Air District, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the contractor. Alternatively, the contractor may request and the Air District shall pay retention earned directly to the escrow agent at the contractor's expense. Upon the satisfactory completion of the construction contract, the contractor shall receive the securities and interest earned on the investments. The escrow agreement shall take the form specified by Public Contract Code section 22300(e). Licensed persons with whom retention of funds are deposited may act as escrow agents at the sole discretion of the Air District.

**10.0 TIME OF COMPLETION.** Time is of the essence. Work hereunder shall begin on the date specified on the Air District's Notice to Proceed and shall be completed within in the

time period specified in Section 6 of the construction contract.

- 11.0 CONTRACTOR'S LICENSE REQUIREMENTS.** Subject to verification of good standing, bidder shall submit a copy of its current contractor's license as issued by the State of California under Chapter 9 of Division III of the California Business and Professions Code. A copy of the license and any specialty license required as specified in the Summary of Bid (Part 1, above) shall be attached to a complete copy of the Bidder's Questionnaire of this IFB.
- 12.0 PERFORMANCE, PAYMENT (LABOR AND MATERIALS) SURETY BONDS.** Within ten (10) business days of issuance of the notice of award, the selected bidder shall furnish Air District a performance surety bond, and payment (labor and materials) surety bond. Both bonds shall be in the amount of 100% of the contract sum, and in accordance with requirements contained in this IFB.
- 13.0 CERTIFICATION OF NONDISCRIMINATION.** By submitting a bid, the bidder certifies that they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all federal, State and local laws, regulations, rules, directives and executive orders regarding nondiscrimination in employment.
- 14.0 SUBCONTRACTOR DISQUALIFICATION.** Any subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code sections 1777.1 or 1777.7 is prohibited from performing work on this project.
- 15.0 INSURANCE REQUIREMENTS.** The bidder awarded the Contract must, for the term of the contract obtain and maintain insurance with the coverage specified in section 7 of the Contract.

## BID FORM

Name of Company \_\_\_\_\_

In response to this Invitation For bids (IFB), the undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that the bidder has carefully examined the location of the proposed work and the plans and specifications herein referred to; and that the bidder proposes and agrees, if this bid is accepted, to contract with the Air District (Air District), to provide all necessary materials, equipment, tools, apparatus, and other means of transport services, and to do all the work and comply with all the specified requirements in this IFB, in the manner herein prescribed and for the prices stated in the following bid:

Project Title: Berkeley Near-Road Monitoring Site Project

A: Base bid: Provide all labor, equipment material, transportation and applicable taxes, profit, insurance, bonds and other overhead to perform the work in accordance with the project plans and technical specifications, herein:

Bid Item	Approx. Qty.	Unit	Description, with unit price in words (each bid item shall include all applicable taxes, profit, insurance, bonds, and other overhead)	Unit Price	Total Item Price
1	1	LS	Install 100 amp 120/240 volt single phase service pedestal on pad near PG&E pole per PG&E specifications		
2	Approx. 600 feet trenched; approx. 165 feet surface mounted	Per foot	Install conduit from service pedestal to trailer location via combined underground and surface route; install traffic-rated pull boxes where required; install vandalism-deterrent covering to surface mounted conduit		
3	1	LS	Install wire feeders from service pedestal to service disconnect on new H-frame at trailer; connect power from disconnect to trailer		
4	1	LS	Install rocked pad with pressure-treated Douglas Fir perimeter curb and security fencing at trailer location in accordance with plans and specs		
5	1	LS	Restore paving and landscape surfaces disturbed during construction		
Base Bid Total (items 1 through 5)					\$
Total in words: _____					

- B. Alternate: In order for a bid to be responsive, bidder must submit an additive bid, a deductive bid, or a “no change” bid, for each alternate listed below. The failure to do so shall result in the bid being rejected as non-responsive. The failure to quote an amount, unless the bidder marks the “no change” box, will result in the bid being rejected as non-responsive.

Alternate No. 1

Description: Item 2 in the base bid above requires surface mounting for approximately 165 feet of the conduit run. As an alternate, provide trenching and underground conduit around the northern perimeter of the lagoon for approximately 165 feet.

Bid for Alternate No. 1

If “Add” or “Deduct” is intended, indicate by marking the box and placing figures on the corresponding line. If “No Change” is intended, indicate by marking the “No Change” box.

- Add \$ \_\_\_\_\_
- Deduct \$ \_\_\_\_\_
- No Change

C. Addenda

During the bid process there may be changes to the contract documents, which would require an issuance of an addendum or addenda. Air District disclaims any and all liability for loss, or damage to any bidder who does not receive any addendum issued by Air District in connection with this IFB. Any bidder in submitting a bid is deemed to waive any and all claims and demands bidder may have against Air District on account of the failure of delivery of any such addendum to bidder. Any and all addenda issued by Air District shall be deemed included in this IFB, and the provisions and instructions therein contained shall be incorporated to any bid submitted by bidder.

To assure that all bidders have received each addendum, the following acknowledgment and sign-off is required. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the bid:

Addendum:	Date Received:	Addendum:	Date Received:
#1	_____	#5	_____
#2	_____	#6	_____
#3	_____	#7	_____
#4	_____	#8	_____

Or,  \_\_\_\_\_ No Addendum/Addenda Were Received (**check and initial**).

D. The bidder represents that it has not retained a person to solicit or secure a Air District contract (upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee) except for retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.

E. Bidder's Representations and Warranties. The bidder represents and warrants:

1. That any information submitted by the bidder prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the contract to do so, is true and correct at the time such information is submitted or made available to the Air District;
2. That the bidder has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of the bidder's bid, except as may be permitted by this Invitation for bids;
3. That the bidder has the power and authority to enter into this contract with the Air District, that the individual(s) executing this contract are duly authorized to do so by appropriate resolution (if applicable), and that this contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind the bidder;
4. That the bidder has not attempted to exert undue influence with the Purchasing Manager or Project Manager or any other person who has directly participated in the decision to award the contract to the bidder;
5. That the bidder has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of the bidder by the Air District during the term of this contract;
6. That the bidder and all its subcontractors performing work on this project are duly licensed as a contractor with the State of California as required by California Business & Professions Code Section 7028, as amended;
7. That the bidder has fully examined and inspected the project site and has full knowledge of the physical conditions of the project site; and,
8. That there are no claims or disputes between the bidder and the Air District which would materially affect the bidder's ability to perform under the contract.

F. Bidder's Designated Contact Person

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

Title: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

By submitting a bid, the bidder acknowledges that it has received the Instructions to Bidders and agrees to its terms and to the terms of all other contract documents.

Firm: \_\_\_\_\_

Signature\*: \_\_\_\_\_

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

\* The signatory represents and warrants that he or she has the legal capacity and authority to bind the bidder.

### Subcontractor Listing

H. Identify the name, and business address, and California contractor license number of each subcontractor performing work (under this IFB) that has a value in excess of one-half of one percent of the bidder's total bid price, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Also identify the portion of the work that will be performed by such subcontractor. After opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words 'and/or' will not be permitted. Failure to comply with this requirement may render the bid as non-responsive and may cause its rejection. List all such subcontractors below, or on additional sheets, as required. (Reference: Section 4100, *et seq.*, of the Public Contract Code.)

Or,  \_\_\_\_\_ Subcontractors will not perform work, provide labor, or render services in or about the work covered by this IFB (**check and initial**).

Name/Business Address/ Contact/Telephone	California Contractor License Number	Description of Work on Project
1.		
2.		
3.		
4.		
5.		

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

State of \_\_\_\_\_)  
County of \_\_\_\_\_) ss

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

Firm: \_\_\_\_\_  
Authorized Signature\*: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or type name)

\* Signature must be same signature as appears on Bid Form.

**CERTIFICATE OF ACKNOWLEDGEMENT**  
(Civil Code § 1189)

State of \_\_\_\_\_)  
County of \_\_\_\_\_) ss

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said County, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_ (Seal)

**BID BOND**

**CONTRACTOR:** \_\_\_\_\_  
*(Insert name, legal status, and complete business address (principal place of business).)*

**SURETY:** \_\_\_\_\_  
*(Insert name, legal status, and complete business address (principal place of business).)*

**OWNER:** Bay Area Air Quality Management District, 939 Ellis Street, San Francisco, CA 94109

**BOND AMOUNT: \$** \_\_\_\_\_  
*(Insert the amount of this bid bond in numbers.)*  
( \_\_\_\_\_ Dollars  
and \_\_\_\_\_ Cents)  
*(Insert the amount of this bid bond in words.)*

The Bond Amount set forth above shall be the penal sum (“penalty amount”) of **TEN PERCENT (10%)** of the maximum amount of the bid proposal submitted by contractor to owner, inclusive of additive and/or alternate bid items, if any, and be paid in lawful money of the United States of America. Contactor has submitted the accompanying bid proposal to owner for the project described below. The bid proposal must be accompanied by bid security.

**PROJECT:** \_\_\_\_\_  
*(Insert the name, location and address of the project to which this bid bond applies)*

Contractor has purchased this bid bond from surety as a guarantee to owner that contractor will honor its bid and execute all contract documents if awarded the contract by owner. Contractor and surety are bound to owner in the amount set forth above (the Bond Amount). Under the provisions and conditions of this bid bond, contractor and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, for the payment of the Bond Amount.

The conditions of this bid bond are such that if within ten (10) days of issuance of the notice of award, or within such time period as may be agreed to by owner and contractor, and contractor either:

(1) enters into a contract with owner in accordance with the terms of its bid and gives such bond(s) as may be specified the contract documents, with a surety admitted in the jurisdiction of the project and otherwise acceptable to the owner, for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution of the contract; **or**

(2) fails to do so and pays to owner the difference, not to exceed the amount of this bid bond, between the amount specified in said bid and such larger amount for which owner may in good faith contract with another party to perform the work covered by said bid,

then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

Surety hereby waives any notice of an agreement between owner and contractor to extend the time in which owner may accept the bid. Waiver of such notice by surety shall not apply to any time extensions which exceed sixty (60) calendar days after award of contract as specified in the contract documents. Owner and contractor shall obtain surety’s consent for any time extension beyond sixty (60) days.

For value received, surety stipulates and agrees that no change, alteration or addition to the terms of the contract or the invitation for bid, the work to be performed thereunder, the drawings or the specifications accompanying the same, or any other portion of the contract documents shall in any way affect its obligations under this bond. Surety hereby waives notice of any such change, alteration or addition to the terms of said contract, the invitation for bid, the work, the drawings or the specifications, or any other portion of the contract documents.

If this bid bond is issued in connection with a subcontractor's bid to contractor, the term contractor which is included in this bid bond shall be deemed to be subcontractor and the term owner shall be deemed to be contractor.

When this bid bond has been furnished to comply with statutory or other legal requirement(s) in the location of the project, any provision in this bid bond which conflicts with said statutory or legal requirement shall be deemed deleted from this bid bond and the provisions conforming to such statutory or other legal requirement(s) shall be deemed incorporated herein by reference. When so furnished, the intent is that this bid bond shall be construed as a statutory bond, and not as a common law bond.

In the event that suit or other proceeding is brought upon this bond by owner, surety shall pay to owner all costs, expenses and fees incurred by owner in connection such action, including without limitation, attorneys fees. Surety hereby waives the provisions of California Civil Code Section 2845.

The contractor and surety have executed this bid bond on this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

(Corporate Seal)

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

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name of Signatory

Its

\_\_\_\_\_  
Title of Signatory

(Corporate Seal)

\_\_\_\_\_  
Surety Name

By:

\_\_\_\_\_  
Signature of Attorney-in-Fact for Surety

(Attach Attorney-in-Fact Certificate)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Area Code and Telephone Number of Surety

**CONTRACTOR’S PERFORMANCE SURETY BOND**

WHEREAS, the Bay Area Air Quality Management District (“Air District”) and \_\_\_\_\_, (“Principal”) have entered into an agreement dated \_\_\_\_\_, and identified as \_\_\_\_\_, which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements; and

WHEREAS, Principal is required under the terms of said agreement to furnish a surety bond for the faithful performance of said agreement.

NOW, THEREFORE, Principal and \_\_\_\_\_, as Surety, incorporated under the Laws of the State of \_\_\_\_\_, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto Air District in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, Principal’s heirs, executors, administrators, successors, or assigns shall promptly and faithfully keep and perform the covenants, conditions, and provisions of the above-mentioned agreement and any alteration thereof, with or without notice to the Surety, and if Principal shall satisfy all claims and demands incurred under such agreement and shall fully protect, indemnify, defend, and hold harmless Air District, its officers, agents, and employees from all claims, demands, or liabilities which may arise by reason of Principal’s failure to do so, and shall reimburse and repay Air District all outlay and expenses which Air District may incur in making good any default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

As part of the obligations secured hereto, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees incurred by Air District in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered. Surety shall be liable for any liquidated damages for which the Principal may be liable under its agreement with the Air District, and such liquidated damages shall be part of the obligations secured hereto, and in addition to the face amount specified therefore.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this security, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications. Surety hereby waives the provisions of California Civil Code Section 2845 and 2849. The Air District is the principal beneficiary of this bond and has all rights of a party hereto.

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IN WITNESS WHEREOF, this instrument has been duly executed by the Principal Surety above named on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Surety Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Surety

By: \_\_\_\_\_ Its: \_\_\_\_\_  
Typed or Printed Name Title

\_\_\_\_\_  
Name of Contractor/Principal

\_\_\_\_\_  
Signature of Contractor/Principal

By: \_\_\_\_\_ Its: \_\_\_\_\_  
Typed or Printed Name Title

**CERTIFICATE OF ACKNOWLEDGEMENT**

(Civil Code § 1189)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said County, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
(Seal)

## CONTRACTOR'S PAYMENT (LABOR AND MATERIALS) SURETY BOND

WHEREAS, the Bay Area Air Quality Management District ("Air District") and \_\_\_\_\_, ("Principal") have entered into an agreement dated \_\_\_\_\_, and identified as \_\_\_\_\_ ("Agreement"), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment surety bond with Air District to secure the claims to which reference is made in Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and \_\_\_\_\_, as Surety, incorporated under the Laws of the State of \_\_\_\_\_, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto Air District in the penal sum of \_\_\_\_\_dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent of the total amount payable by the terms of the Agreement per Civil Code section 9554, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal, Principal's subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons, companies, or corporations, referred to in Section 9100 of the California Civil Code, as amended, with respect to any work of labor performed or materials supplied by any such persons, companies, or corporations, which work, labor, or materials are covered by the above-mentioned agreement and any amendments, changes, change order, additions, alterations, or modifications thereof, or any amounts due under the California Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, as amended, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, the Surety will pay reasonable attorney's fees in an amount to be fixed by the court.

It is hereby expressly stipulated and agreed that this surety bond shall inure to the benefit of any and all persons, companies, and corporations entitled named in Section 9100 of the California Civil Code, as amended, so as to give a right of action to them or their assigns in any suit brought upon this surety bond.

The Surety hereby stipulates and agrees that no amendment, change, change order, addition, alteration, or modification to the terms of the agreement of the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this surety bond, and it does hereby waive notice of any such amendment, change, change order, addition, alteration, or modification to the terms of the agreement or to the work performed thereunder or to the specifications accompanying the same. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF, this instrument has been duly executed by the Surety and Principal above named on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Surety Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Surety

By: \_\_\_\_\_ Its: \_\_\_\_\_  
Typed or Printed Name Title

\_\_\_\_\_  
Name of Contractor/Principal

\_\_\_\_\_  
Signature of Contractor/Principal

By: \_\_\_\_\_ Its: \_\_\_\_\_  
Typed or Printed Name Title

**CERTIFICATE OF ACKNOWLEDGEMENT**

(Civil Code § 1189)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On \_\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for said County, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
(Seal)

## BIDDER'S QUESTIONNAIRE

PROVIDE THE INFORMATION REQUESTED BELOW OR INDICATE "NOT APPLICABLE", IF APPROPRIATE

NAME OF BIDDER (COMPANY)	ADDRESS
<b>Website:</b>	
<b>Phone Number:</b>	<b>Fax Number:</b>
	<b>Email:</b>

A. Bidder is a:

- California Corporation
- Corporation organized under the laws of the State of \_\_\_\_\_  
with head offices located at \_\_\_\_\_  
and offices in California at \_\_\_\_\_
- Limited Liability Company List names of general partners; state which partner or partners are managing partner(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Sole Proprietorship
- Partnership
- Limited Liability Partnership List names of general partners; state which partner or partners are managing partner(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Other (attach Addendum with explanatory details)

B. How many years have you (or your company) done business under the name listed above?

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C. How many years of experience similar to work or services covered in this IFB?

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D. Have you (or your company) previously worked for the Air District? Yes, or No (if “Yes”, list above, or if necessary, provide information on additional sheets).

E. If applicable, provide a list of the plant(s), and/or facilities, and equipment owned by the bidder which are available for use in connection with the proposed work as may be required herein.

QUANTITY	NAME/TYPE/MODEL/CAPACITY, ETC.	CONDITION	LOCATION

(INCLUDE ADDITIONAL PAGES IF NECESSARY)

F. Provide a list of the bidder’s management staff who will manage the proposed work or services.

NAME	FIELD OF EXPERTISE/CAPABILITIES/EXPERIENCE

(INCLUDE ADDITIONAL PAGES IF NECESSARY)

G. Provide relevant references of similar projects satisfactorily completed in the last three (3) years:

CUSTOMER AND BRIEF DESCRIPTION	CONTACT/PHONE NUMBER	DATE COMPLETED	CONTRACT AMOUNT

(INCLUDE ADDITIONAL PAGES IF NECESSARY)

H. California Contractor's License(s)

Number/Classification/Expiration Date: \_\_\_\_\_

Number/Classification/Expiration Date: \_\_\_\_\_

Number/Classification/Expiration Date: \_\_\_\_\_

I. The undersigned declares under penalty of perjury under the laws of the State of California that all of the answers to the above questions are true and correct.

Firm: \_\_\_\_\_

Authorized Signature\*: \_\_\_\_\_

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

(Print or type name)

\* The signatory represents and warrants that he or she has the legal capacity and authority to bind the party submitting the bid.

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

**SHORT FORM CONSTRUCTION CONTRACT (PUBLIC WORKS)**

**CONTRACT NO. [year].[number of contract]**

1. PARTIES – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 939 Ellis Street, San Francisco, CA 94109, and **[name of company or individual]** (“CONTRACTOR”) whose address is **[address, city, state, zip]**.
2. WORK – CONTRACTOR agrees to furnish all labor, materials, equipment, and other facilities required to complete the work described in the Contract Documents (the “Work”). CONTRACTOR agrees to do additional Work arising from changes ordered by DISTRICT pursuant to this Contract. Contractor shall (1) pay all sales, consumer and other taxes, and (2) obtain and pay for any governmental licenses and permits necessary for the Work, other than building and utility permits.
3. CONTRACT DOCUMENTS – “Contract Documents” means the Invitation For Bids, Instructions To Bidders, any Supplementary Instructions to Bidders, Bid Form, this Contract, Drawings, Addenda, Notice to Proceed, Change Orders, and all other documents identified in this Contract that together form the contract between DISTRICT and CONTRACTOR for the Work (the “Contract”). The Contract constitutes the complete agreement between DISTRICT and CONTRACTOR and supersedes any previous agreements or understandings.
4. CONTRACT SUM – Subject to the provisions of the Contract Documents, DISTRICT agrees to pay CONTRACTOR for the performance of the Work, **[\$amount in figures]**, the “Contract Sum,” as follows:
  - A. The Contract Sum is subject to adjustments for changes in the Work as may be agreed to by DISTRICT and CONTRACTOR, or as may be required under this Contract.
  - B. DISTRICT agrees to pay monthly to CONTRACTOR an amount equal to 95% of the difference between the cost of the Work in permanent place as of the date of CONTRACTOR’s Application for Payment and the cost of the Work for which payment was previously made.
  - C. On or before the 10th day of the month or such other date as is established by the Contract Documents, CONTRACTOR shall submit to DISTRICT an itemized Application For Payment for the cost of the Work in permanent place, as approved by DISTRICT, which has been completed in accordance with the Contract Documents, less the cost of the Work for which payment was previously made. Each Application for Payment shall specify the total cost of the Work for which it is submitted, shall reference tasks shown in the Contract Documents, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors’ services.
  - D. CONTRACTOR warrants that, upon submittal of an Application For Payment, all Work for which payment has been or is sought shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of CONTRACTOR, subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to the Work.
  - E. DISTRICT may withhold approval of all or any part of an Application For Payment on account of any failure of CONTRACTOR to perform its obligations under the Contract Documents.
  - F. DISTRICT shall retain 5% of the Contract Sum until DISTRICT determines that the Work is substantially complete. When CONTRACTOR gives notice to DISTRICT that the Work is

substantially complete, DISTRICT will inspect the Work. If DISTRICT determines that the Work is not substantially complete, DISTRICT will give CONTRACTOR a comprehensive list of items to be completed or corrected. Once DISTRICT has determined that the Work is substantially complete, CONTRACTOR shall submit a final Application for Payment.

- G. DISTRICT shall make final payment to CONTRACTOR after receipt of the final Application for Payment and receipt of all guarantees and warranties procured by CONTRACTOR from subcontractors, all operating manuals for equipment installed in connection with the Work, and all other submittals required by the Contract Documents.

## 5. SUBSTITUTION OF SECURITIES

- A. At the request and expense of CONTRACTOR, a substitution of securities may be made for any monies retained by DISTRICT under section 4.F to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents shall be deposited by CONTRACTOR with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow agreement referred to in section 4.F until retention is due in accordance with section 4.G. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. CONTRACTOR shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.
- B. As an alternative to section 5.A, and at the request and expense of CONTRACTOR, DISTRICT will deposit retention directly with the Escrow Agent. CONTRACTOR may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by the Escrow Agent upon the same terms provided for securities deposited by CONTRACTOR. Contractor and its surety shall bear the risk of failure of the Escrow Agent selected.
- C. A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by CONTRACTOR, DISTRICT, and Escrow Agent of an Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Invitation for Bids. CONTRACTOR shall submit the Selection of Retention Options and the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention not later than the date when 50% of the Work has been completed. The terms of such escrow agreement are incorporated into the requirements of this section 5.

- 6. CONTRACT TIME – Time is of the essence of this agreement. CONTRACTOR shall commence the Work on the date specified in the Notice to Proceed and fully complete the Work within [number of days] calendar days (the "Contract Time"). If CONTRACTOR is delayed in the completion of the Work by conditions beyond its control, a Change Order may be issued to make any necessary adjustment of the Contract Time. If the delay is an unreasonable delay caused by DISTRICT, the Contract Sum may also be adjusted by Change Order.

## 7. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
  - i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
  - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.

- iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
  - B. All insurance shall be placed with insurers acceptable to DISTRICT.
  - C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
  - D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.
8. BOND REQUIREMENTS
- A. CONTRACTOR shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Invitation for Bids.
  - B. The Payment Bond and Performance Bond shall each be in the amount of the Contract Sum and shall be in effect on the date the Contract is signed by DISTRICT.
  - C. Surety companies used by CONTRACTOR shall be, on the date the Contract is signed by DISTRICT, an admitted surety insurer (as defined in the California Code of Civil Procedure section 995.120).
  - D. The premiums for the Payment Bond and Performance Bond shall be paid by CONTRACTOR.
9. INDEMNIFICATION
- A. To the fullest extent allowed by law, CONTRACTOR shall indemnify and defend DISTRICT, DISTRICT's consultants, DISTRICT's representatives, and their respective officers, agents, and employees (collectively, "Indemnitees"), with counsel approved by DISTRICT, from and against all claims, demands, actions, causes of action, obligations, costs, expenses, damages, interest, losses and liabilities (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of CONTRACTOR, any subcontractor, and their respective officers, agents, and employees, in performing the Work or in failing to comply with any obligation under this Contract, except such Liability caused by the sole negligence of an Indemnitee.
  - B. The obligation to indemnify and defend shall not be limited by any assertion or finding that Indemnitees are liable by reason of a non-delegable duty.
  - C. Pursuant to Public Contract Code section 9201, DISTRICT shall timely notify CONTRACTOR upon receipt of any third-party claim relating to this Contract.
  - D. The provisions of this sections 9 shall survive the expiration or termination of this Contract.
10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the

following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT: Bay Area Air Quality Management District  
939 Ellis Street  
San Francisco, CA 94109  
Attn: [name]

CONTRACTOR: [company or individual name]  
[street address]  
[city, state, zip]  
Attn: [company contact]

11. REPORTS AND SURVEYS – DISTRICT shall furnish prior to the start of work all maps, surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist CONTRACTOR in properly evaluating the extent and character of the Work required. DISTRICT shall provide all land surveys and baselines necessary for CONTRACTOR to locate the principal parts of the Work and perform the Work.
12. PERMITS AND LICENSES – Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by CONTRACTOR. DISTRICT shall assist CONTRACTOR in obtaining such permits and licenses. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for DISTRICT. CONTRACTOR shall maintain in full force and effect during the performance of all work under this Contract all licenses required by the California Contractors State License Board for such work.
13. SITE ACCESS AND RIGHTS OF WAY – DISTRICT shall provide, no later than the date when needed by CONTRACTOR, all necessary access to the lands upon which the Work is to be performed, including convenient access to the lands and any other lands designated in the Contract Documents for use by CONTRACTOR. DISTRICT shall continue to provide such access until completion of the Contract.
14. DIFFERING SITE CONDITIONS
  - A. CONTRACTOR shall promptly, and before the following conditions are disturbed, notify DISTRICT, in writing, of any:
    - i. Material that CONTRACTOR believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject CONTRACTOR to legal liability;
    - ii. Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
    - iii. Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.
  - B. DISTRICT shall promptly investigate. If DISTRICT finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, DISTRICT shall cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of the affected part of the Work by issuing a Change Order under the procedures described in the Contract.

15. CHANGES IN WORK

- A. The Work shall be subject to changes or additions, deletions or revisions by DISTRICT. CONTRACTOR shall not make any change in the Work or be entitled to any adjustment of the Contract Sum or Contract Time, except as provided in a written Change Order signed by DISTRICT.
- B. Whenever an adjustment in the Contract Sum or Contract Time is required because of changes in the Work, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of CONTRACTOR (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), CONTRACTOR shall submit to DISTRICT within a reasonable time a Change Order Request with a detailed estimate, supporting calculations, pricing and adjustments in the schedule of the change to the Contract Sum and the Contract Time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Contract. However, to the extent that such pricing is inapplicable, cost of the change or the amount of the adjustment shall be determined on the basis of the cost to CONTRACTOR plus reasonable amounts for overhead and profit. Under no circumstances will the Contract Sum be adjusted based upon any total cost or modified total cost methodology that purports to calculate Contractor's additional costs based on the difference between Contractor's total actual project or line item costs and its original bid estimate for the project or any original bid estimate line item.
- C. Any Claim by CONTRACTOR arising from the denial, in whole or part, of a Change Order Request by CONTRACTOR shall be governed by the claims procedure set forth in Attachment A.

16. LABOR AND MATERIALS

- A. Unless otherwise provided in the Contract, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees and other persons carrying out the CONTRACT. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- C. CONTRACTOR shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
- D. CONTRACTOR may make substitutions only with the consent of DISTRICT.

17. CLEAN WORK SITE – CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, CONTRACTOR shall remove from and about the work site waste materials, rubbish, CONTRACTOR's tools, construction equipment, machinery and surplus material.

18. WARRANTY – CONTRACTOR warrants to DISTRICT that all materials and equipment furnished under this Contract shall be of good quality and new unless otherwise required or permitted by the Contract and that all work under this agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects, and in conformance with the Contract.

19. INSPECTION OF THE WORK – CONTRACTOR shall make the Work accessible at all reasonable times for inspection by DISTRICT. CONTRACTOR shall inspect all material and equipment delivered to the job site by others to be used or incorporated in CONTRACTOR's work.

20. STATE STATUTORY REQUIREMENTS – CONTRACTOR shall perform the Work in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all

public authorities having jurisdiction over CONTRACTOR, DISTRICT, or the Work, including, without limitation, the following:

- A. CONTRACTOR and all subcontractors shall pay prevailing per diem wages and comply with all requirements of State of California Labor Code section 1770, and the applicable sections that follow, including section 1775.
- B. CONTRACTOR shall keep, and cause all subcontractors to keep, accurate payroll records and comply with all requirements of State of California Labor Code section 1776.
- C. CONTRACTOR shall comply, and cause all subcontractors to comply, with all requirements of State of California Labor Code sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, section 200, and the applicable sections that follow, regarding apprentices.
- D. CONTRACTOR shall not permit any worker to labor more than eight hours during any one day or more than 40 hours during any one calendar week, except as permitted by law and in accordance with conditions provided by law. CONTRACTOR shall forfeit to DISTRICT, as a penalty, \$25.00 for each worker employed in the execution of the Work by CONTRACTOR or any subcontractor, for each day during which each worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of any law of the State of California. CONTRACTOR and each subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed in connection with the Work, which record shall be kept open at all reasonable hours to the inspection of DISTRICT, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

21. FEDERAL FUNDING REQUIREMENTS – All Work under this Contract is funded with a grant from the United States Environmental Protection Agency (EPA), and CONTRACTOR shall comply with the following federal provisions required by the grant agreement between DISTRICT and EPA:

- A. Under the grant agreement, District is obligated to comply with EPA reporting requirements, including making annual and final performance reports. CONTRACTOR shall provide DISTRICT with information requested by DISTRICT to assist it in complying with EPA progress reporting requirements.
- B. CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- C. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) except to the extent that California prevailing wage laws require payment of wages higher than Davis-Bacon wages.
- D. CONTRACTOR shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- E. CONTRACTOR shall allow access by DISTRICT, EPA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- F. CONTRACTOR shall keep and maintain all records related to this Contract for three years after DISTRICT makes final payments and all other activities under this Contract are closed.
- G. CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- H. CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- I. CONTRACTOR agrees that none of the funds paid by DISTRICT under this Contract shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- J. CONTRACTOR understands that federal law has established a debarment and suspension system to exclude certain individuals and entities from participation in government contracts, subcontracts, loans, grants and other assistance programs. Suspensions may be based upon indictments or other evidence related to crimes or other wrongdoing and debarments may be based upon convictions, civil judgments, or other cases. All individuals and entities excluded from receiving government grants and contracts are listed on the Excluded Parties List System at <https://www.epls.gov/>. CONTRACTOR certifies that it is not listed on the Excluded Parties List System and agrees to comply with Subpart C of 2 CFR Part 180 and not to enter into any transaction with an excluded individual or entity in carrying out activities under this Contract.
- K. CONTRACTOR shall include provisions in its subcontracts with any other entity doing work under the grant described in section 2 that require its subcontractor to comply with the EPA requirements set forth in this section.

## 22. SUSPENSION OF WORK

- A. If CONTRACTOR fails to correct work that is not in accordance with the requirements of the Contract, or persistently fails to carry out the Work in accordance with the Contract, DISTRICT may issue a written order to CONTRACTOR to stop the Work or any portion thereof, until the cause for such order is eliminated; however, the right of DISTRICT to stop the Work shall not give rise to a duty on the part of DISTRICT to exercise the right for the benefit of CONTRACTOR or any other person or entity.
- B. If CONTRACTOR defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform a provision of the Contract, DISTRICT, after 10 days' written notice to CONTRACTOR and without prejudice to any other remedy DISTRICT may have, may make good such deficiencies and may deduct the reasonable cost thereof from the payment then or thereafter due CONTRACTOR.

## 23. TERMINATION

- A. If DISTRICT fails for a period of 30 days to make an undisputed payment due under the Contract, CONTRACTOR may, upon seven additional days' written notice to DISTRICT, terminate the Contract and recover from DISTRICT payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on the Work executed.
- B. DISTRICT reserves the right to terminate the Work for its convenience upon notice in writing to CONTRACTOR. In such an event, CONTRACTOR shall be paid its actual costs for the portion of the Work performed to the date of termination, and for all of CONTRACTOR's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors, plus reasonable overhead and profit on the Work executed.

- 24. DISPUTE RESOLUTION – Except for matters set forth in section 12 of Attachment A, any controversy or claim arising out of or relating to this Contract or its alleged breach, which can not be resolved by mutual agreement, shall be settled by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American

Arbitration Association in effect upon the date of a request for mediation. A party requesting mediation shall file the request in writing with the other party and with the American Arbitration Association or, upon mutual agreement of the parties, with some other mediator or association.

25. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
26. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
27. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
28. ATTORNEYS' FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.
29. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
30. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
31. COUNTERPARTS/FACSIMILES/SCANS – This Contract may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same contract. The parties may rely upon a facsimile copy or scanned copy of any party's signature as an original for all purposes.
32. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.

33. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

[company name]

By: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By: \_\_\_\_\_  
[name]  
[title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Brian C. Bunger  
District Counsel

ATTACHMENT A  
CLAIMS PROCEDURE

1. A Claim accrues and arises upon issuance of a decision by DISTRICT denying, in whole or in part, a Change Order Request, which was previously submitted in compliance with these Contract Documents. A Claim that demands an extension of time or an increase in the Contract Sum does not accrue unless CONTRACTOR has previously submitted such demand(s) in a Change Order Request.
2. Claims must be submitted in writing. All Claims and all supporting documentation and certifications, as further detailed below, must be filed within fourteen (14) Days after the Claim arises. Any Claim which is not submitted prior to final payment is deemed waived.
3. A Claim must include the following:
  - A. A statement that it is a Claim and that clearly specifies the amount sought in the case of Claims for payment or the number of days sought in the case of Claims seeking an extension of the Contract Time;
  - B. A detailed description of the act, error, omission, differing site condition, event or other circumstance giving rise to the Claim; and
  - C. A statement demonstrating that a Change Order Request was submitted in a timely manner as required by the Contract.
  - D. All documents necessary to substantiate the Claim, including:
    - i) A cost breakdown in the form required for submittal of Change Order Requests and subject to the provisions in Section 15 of the Contract prohibiting adjustment to the Contract Sum based upon any total cost or modified total cost methodology that purports to calculate CONTRACTOR's additional costs based on the difference between CONTRACTOR's Bid and CONTRACTOR's actual cost to perform the Work.
    - ii) Copies of actual job cost records demonstrating that the costs have been incurred.
    - iii) If the Claim is based on an error, omission, conflict or ambiguity in the Contract Documents: (1) a sworn statement by CONTRACTOR and any Subcontractor involved in the Claim, to the effect that the error, omission, conflict or ambiguity was not discovered prior to submission of the Bid, and (2) if not discovered, a statement demonstrating that the error, omission, conflict or ambiguity could not have been discovered by CONTRACTOR, its Subcontractor(s) or in exercise of the degree of care required of them under the Contract Documents for review of the Contract Documents prior to submission of the Bid.
    - iv) If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that CONTRACTOR has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that CONTRACTOR is entitled to an extension of time under the Contract Documents.
    - v) A written certification signed by a responsible managing officer of CONTRACTOR's organization, who has the authority to sign subcontracts and purchase orders on behalf of CONTRACTOR and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

*I hereby certify under penalty of perjury under the laws of the State of California that the facts set forth in this claim are true and correct.*

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

4. Failure to submit any of the information, documentation or certifications required herein shall result in the Claim being returned to CONTRACTOR without any obligation for the DISTRICT to take further action.
5. Claims shall be first submitted to DISTRICT for decision by DISTRICT.
6. Notwithstanding the submission of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by DISTRICT, CONTRACTOR shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and DISTRICT will continue to make payments as required by the Contract Documents.
7. No Claim may be asserted unless CONTRACTOR has strictly complied with the requirements of this Claims Procedure, which shall be considered conditions precedent to CONTRACTOR's rights to assert the Claim and to initiate the dispute resolution process set forth in the Contract.
8. Claims less than \$50,000 shall be responded to by DISTRICT in writing within forty-five (45) Days of receipt of the Claim, unless DISTRICT requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case DISTRICT shall respond to the Claim within fifteen (15) Days after receipt of the further information or documentation or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or documentation, whichever is greater.
9. Claims of \$50,000 or greater shall be responded to by DISTRICT in writing within sixty (60) Days of receipt of the Claim, unless DISTRICT requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case DISTRICT shall respond to the Claim within fifteen (15) Days after receipt of the further information or documentation or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or documentation, whichever is greater.
10. If CONTRACTOR disputes DISTRICT's response, or if DISTRICT fails to respond within the prescribed time set forth above, CONTRACTOR may so notify DISTRICT, in writing, within fifteen (15) Days of DISTRICT's response or within fifteen (15) Days of DISTRICT's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, DISTRICT shall schedule a meet and confer conference within thirty (30) Days (unless such time is extended by mutual agreement) for discussion of settlement of the dispute.
11. If the Claim is not fully resolved during the meet and confer conference, as to those portions of the Claim which remain in dispute, CONTRACTOR may commence the contract dispute resolution process by notifying DISTRICT within thirty (30) Days after receipt of DISTRICT's written response to the Claim, or within thirty (30) days following the meet and confer conference if the parties have participated in a meet and confer conference. If CONTRACTOR fails to notify DISTRICT within the applicable thirty (30) day period, DISTRICT's written response will become final and binding upon

CONTRACTOR, and CONTRACTOR shall be deemed to have waived and release any further right to pursue the Claim.

12. The Claim procedures set forth herein do not apply to the following:
  - A. Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency.
  - B. Tort claims for personal injury or death.
  - C. False claims liability under California Government Code section 12650, et seq.
  - D. Defects in the Work first discovered by DISTRICT after Final Payment by DISTRICT to CONTRACTOR.
  - E. Stop notices.
  - F. The right of DISTRICT to specific performance or injunctive relief to compel performance of any provision of the Contract Documents.

## Part 5 DESCRIPTION OF WORK

### 1. Part One - General

- A. Responsibilities:** It is the responsibility of the contractor to review and observe the Project General Notes and Construction Notes (see project plans Sheets A-1 and A-4), pay permit fees, obtain permits and coordinate all required inspections for this project. It is the responsibility of the contractor to arrange for USA prior to start of construction activity. City of Berkeley irrigation water lines, water mains and EBMUD sewer intercept are located in the project work area adjacent to the Aquatic Park lagoon.
- B. Coordination:** Contractor is required to contact and possibly meet with PG&E prior to the start of any work, to schedule and participate in a PG&E pre-construction conference to verify specifications at power point connection at PG&E in-ground vault/pull box. Work for this contract will require coordination with the BAAQMD Project Manager, designated BAAQMD staff, and possibly City of Berkeley Department of Parks, Recreation and Waterfront personnel, the City of Berkeley designated Department of Public Works electrician, and possibly other City of Berkeley Planning, Building or Traffic Division staff. A project contact list is included in this document.
- C. Safety:** Job site encompasses an active City of Berkeley park and public street. Contractor shall erect safety barricades and cones/caution tape as needed around directional bore pits, trenches and any other hazards present during construction and minimize traffic impacts to the extent possible.

### 2. Part Two – General Scope of Work

- A. Electrical:** Install one (1) 100A, 120/240V electrical circuit originating from the PG&E vault/pull box located on Bolivar Drive, south of the intersection of Addison Street and Bolivar Drive, on the east side of the Berkeley Aquatic Park lagoon, terminating at the BAAQMD air monitoring station equipment trailer, located adjacent to I-880 on the west side of the Aquatic Park lagoon at the I-880 pedestrian bridge; as follows:
1. Install new power point of connection at PG&E in ground vault/pull box per PG&E specifications – see Construction Drawings Sheet E-2.
  2. Install 100A Tesco Controls, Inc. pedestal, or equal, (stainless steel cabinet) on new concrete slab and install protective bollards around Tesco pedestal, near sidewalk on Bolivar Drive.
  3. Provide electrical power to trailer via combined underground trenched route (combined distance of approximately 600 feet), and, around

northern perimeter of lagoon, a surface-mounted conduit route (distance of approximately 165 feet), or, as an alternate an underground trenched route of approximately 165 feet. (See Construction Drawings Sheet A-4.)

- a. If required by 2013 CA Electrical Code, install traffic rated underground pull boxes at required distances along underground trenched route(s). Metal traffic rated cover plates shall be welded down to deter copper wire theft.
- b. Install service disconnect panel on new H-frame at monitoring trailer location.
- c. Install power conduit, sized per required conductors and 2013 California Electrical Code, from service disconnect panel to PPC on monitoring trailer. Optional: Install step-up/step-down underground transformers to increase voltage on conductors and decrease overall conductor size. (i.e. voltage increase from 120/240 volt to 480 volt and back to 120 volt at the monitoring trailer.)

4. Connect new circuit to new service disconnect on new H-frame at trailer site, via new electrical conduit sized per required conductors and 2013 California Electrical Code, then to power point connection on trailer interior service panel through existing conduit penetrating floor/underside of trailer.
5. Energize trailer electrical panel upon trailer delivery to site (delivery by BAAQMD) and test/verify circuits and grounding.

**B. Rocked Pad with PTDF Perimeter Curb and Security Fencing for Monitoring Trailer:** Install 1-1/2" X 3/4" road base/crushed rock over geotextile weed block fabric compacted to 90% RD to depth of 6" to 8". Install 6" x 8" pressure-treated Douglas Fir curb perimeter, drilled through and staked with 3/4" X 3' rebar to provide stability. Install gated perimeter security fencing around trailer location, per construction drawings, consisting of 6 foot high permanent curved-top black steel fencing, with two (2) 10 foot opening double-swing access gates. Fencing steel, structural and finish specifications will be provided with project documents. (Steel Ornamental Picket Fencing - Secure-Weld® Plus, or equal.)

**C. Restoration of Surfaces:** Contractor shall restore all paving and landscape surfaces disturbed during construction.

**D. Erosion control:** Contractor shall use best management practices; see Construction Drawings Sheet C-1.

**3. Part Three – Project Schedule**

Conduct bid walk for interested contractors	Thursday, 7/24/14
RFP closes	Thursday, 8/13/14
Select Contractor – Notification of Bid Award	Thursday, 8/14/14
Contract finalized for BAAQMD approvals and signatures	Thursday, 8/21/14
PG&E pre-construction conference	Week of August 25, 2014
Schedule electrical and site work	Week of August 25, 2014
Construction begins	Week of September 8, 2014
Construction completed	Week of October 13, 2014

**4. Part Four – Project Contacts**

NAME	FUNCTION	AFFILIATION	PHONE	EMAIL
Leah Hernikl	Project Coordinator Zoning Specialist	BAAQMD	408.799.1182	<a href="mailto:hernikl@sbcglobal.net">hernikl@sbcglobal.net</a>
Eric Stevenson	Director, Technical Services Division	BAAQMD	415-740-4793 cell 415.749.4695 desk	<a href="mailto:estevenson@baaqmd.gov">estevenson@baaqmd.gov</a>
Steve Randall	Air Monitoring Supervisor	BAAQMD	415.310.7449 cell 415.749.8456 desk	<a href="mailto:randall@baaqmd.gov">randall@baaqmd.gov</a>
Sharon Crosby	Permit Center Coordinator	City of Berkeley	510.981.7501	<a href="mailto:scrosby@cityofberkeley.info">scrosby@cityofberkeley.info</a>
Mike Loyola	Advisory - electrical	City of Berkeley Electrical / Pub.Works	510.981.6490	<a href="mailto:mloyola@ci.berkeley.ca.us">mloyola@ci.berkeley.ca.us</a>
Cedricke Dennis	PG&E New Service Coordinator	PG&E	510.231.2937	<a href="mailto:CMD5@pge.com">CMD5@pge.com</a>

## Project Drawings

### LINE TYPE LEGEND

	CHAIN LINK FENCE
	HIDDEN LINE
	PROPERTY LINE
	POWER CONDUIT



# BAY AREA AIR QUALITY MANAGEMENT DISTRICT

91 BOLIVAR DR  
BERKELEY, CA 94710

## AIR QUALITY MONITORING STATION BERKELEY AQUATIC PARK

### AIR QUALITY MONITORING STATION

BERKELEY AQUATIC PARK  
91 BOLIVAR DR  
BERKELEY, CA 94710

#### ISSUE STATUS

Δ	DATE	DESCRIPTION	BY
	10/11/13	CLIENT REV	R.M.
	12/19/13	CLIENT REV	A.M.
	03/20/14	CLIENT REV	J.S.
	04/04/14	CLIENT REV	J.S.
	07/09/14	CLIENT REV	M.L.
	07/11/14	CLIENT REV	V.C.

DRAWN BY: H. HOANG

CHECKED BY: J. GRAY

APPROVED BY: J. ANDERSON

DATE: 07/11/14

#### PROJECT DESCRIPTION

INSTALLING A (N) AIR QUALITY MONITORING STATION CONSISTING OF ADDING A (N) 14'X24' BAY AREA AIR QUALITY DISTRICT LICENSE AREA W/ A (N) EQUIPMENT TRAILER, A (N) TESCO SERVICE PEDESTAL CABINET, A (N) SERVICE DISCONNECT ON (N) H-FRAME, A (N) 6" HIGH FENCE, (N) STEP DOWN TRANSFORMER, & (N) 2'-0"X1'-6" CONCRETE SLAB.

PROVIDE POWER VIA U/G & ABOVE GROUND CONDUIT AROUND NORTHERN PERIMETER OF LAGOON  
TOTAL DISTURBED EARTH AREA = 1107 SQ FT

#### VICINITY MAP



#### CODE COMPLIANCE

ALL WORK & MATERIALS SHALL BE PERFORMED & INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

- 2013 CALIFORNIA ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
- 2013 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R. (2012 INTERNATIONAL BUILDING CODE VOLUMES 1-2 AND 2013 CALIFORNIA AMENDMENTS)
- 2013 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R. (2011 NATIONAL ELECTRICAL CODE AND 2013 CALIFORNIA AMENDMENTS)
- 2013 CALIFORNIA MECHANICAL CODE (CMC) PART 4, TITLE 24 C.C.R. (2012 UNIFORM MECHANICAL CODE AND 2013 CALIFORNIA AMENDMENTS)
- 2013 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R. (2012 UNIFORM PLUMBING CODE AND 2013 CALIFORNIA AMENDMENTS)
- 2010 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 C.C.R.
- 2013 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. (2012 INTERNATIONAL FIRE CODE AND 2013 CALIFORNIA AMENDMENTS)
- 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE, PART 11, TITLE 24 C.C.R.
- 2013 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R. ANSI/EIA-TIA-222-G

ALONG WITH ANY OTHER APPLICABLE LOCAL & STATE LAWS AND REGULATIONS

#### DISABLED ACCESS REQUIREMENTS

THIS FACILITY IS UNMANNED & NOT FOR HUMAN HABITATION. DISABLED ACCESS & REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA STATE BUILDING CODE, TITLE 24 PART 2, SECTION 11B-203.4

#### PROJECT INFORMATION

SITE NAME:	AIR QUALITY MONITORING STATION	SITE #:	BERKELEY AQUATIC PARK
COUNTY:	ALAMEDA	JURISDICTION:	CITY OF BERKELEY
APN:	60-2521-3-1	POWER:	PG&E
SITE ADDRESS:	91 BOLIVAR DR BERKELEY, CA 94710	TELEPHONE:	AT&T
CURRENT ZONING:	U		
CONSTRUCTION TYPE:	V		
OCCUPANCY TYPE:	U, (UNMANNED AIR QUALITY MEASUREMENT FACILITY)		
PROPERTY OWNER:	CITY OF BERKELEY		
APPLICANT:	BAY AREA AIR QUALITY DISTRICT 939 ELLIS ST SAN FRANCISCO, CA 94109		
LEASING CONTACT:	ATTN: GLEN COLWELL (415) 740-7557		
ZONING CONTACT:	ATTN: LEAH HERNIKL (408) 799-1182		
CONSTRUCTION CONTACT:	ATTN: GLEN COLWELL (415) 740-7557		
LATITUDE:	N 37° 51' 53.2" NAD 83		
LONGITUDE:	W 122° 18' 10.0" NAD 83		
AMSL:	±12'		

#### DRIVING DIRECTIONS

FROM: 939 ELLIS ST, SAN FRANCISCO, CA 94109  
TO: 91 BOLIVAR DR, BERKELEY, CA 94710

1. HEAD WEST ON ELLIS ST TOWARD FRANKLIN ST 226 FT
2. TAKE THE 1ST RIGHT ONTO FRANKLIN ST 338 FT
3. TURN RIGHT ONTO O'FARRELL ST 453 FT
4. TAKE THE 1ST RIGHT ONTO VAN NESS AVE 1.1 MI
5. SLIGHT RIGHT TO MERGE ONTO US-101 S TOWARD INTERSTATE 80 E/OAKLAND/SAN JOSE 0.6 MI
6. TAKE THE INTERSTATE 80 EXIT ON THE LEFT TOWARD BAY BRIDGE/OAKLAND 0.3 MI
7. MERGE ONTO I-80 E 10.3 MI
8. TAKE THE EXIT TOWARD UNIVERSITY AVE/ BERKELEY 486 FT
9. KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR FRONTAGE RD 0.1 MI
10. SHARP RIGHT ONTO 2ND ST 446 FT
11. TURN RIGHT ONTO ADDISON ST 125 FT
12. TURN LEFT ONTO BOLIVAR DR/ SAN FRANCISCO BAY TRAIL 0.1 MI

END AT: 91 BOLIVAR DR, BERKELEY, CA 94710

ESTIMATED TIME: 21 MINUTES ESTIMATED DISTANCE: 13.0 MILES

#### SHEET INDEX

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	-
C-1	EROSION CONTROL NOTES	-
A-1	OVERALL SITE PLAN PERIMETER POWER ROUTE	-
A-2	SITE PLAN PERIMETER POWER ROUTE	-
A-3	EQUIPMENT PLAN	-
A-4	UTILITY PLAN PERIMETER POWER ROUTE	-
A-5	ELEVATIONS	-
A-6	DETAILS	-
A-7	DETAILS	-
E-1	ELECTRICAL PLAN	-
E-2	PG&E POWER DESIGN	-

#### APPROVAL

BAAQMD RF

LEASING

ZONING

CONSTRUCTION

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

939 ELLIS ST  
SAN FRANCISCO, CA 94109

#### SHEET TITLE:

TITLE

#### SHEET NUMBER:

T-1

**Streamline Engineering**  
and Design, Inc.

8445 Sierra College Blvd, Suite E Granite Bay, CA 95746  
Contact: Kevin Sorensen Phone: 916-660-1930  
E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

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## BEST MANAGEMENT PRACTICES TABLE

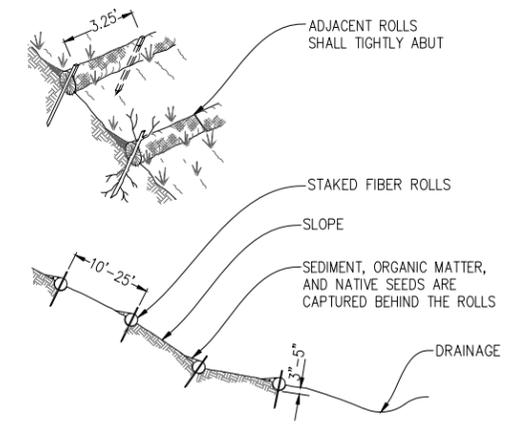
BEST MANAGEMENT PRACTICES	LOCATION	SCHEDULE IMPLEMENTATION	MAINTENANCE SCHEDULE
PRESERVING EXISTING VEGETATION	AROUND PERIMETER OF PROJECT SITE	CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED	EDUCATE EMPLOYEES AND SUBCONTRACTORS REGARDING IMPORTANCE OF MAINTAINING EXISTING VEGETATION TO PREVENT EROSION AND FILTER OUT SEDIMENT IN RUNOFF FROM DISTURBED AREAS ON THE CONSTRUCTION SITE. INSPECT SITE PERIMETER MONTHLY TO VERIFY THE OUTSIDE VEGETATION IS NOT DISTURBED.
PROTECT GRADED AREAS AND SLOPES FROM WASHOUT AND EROSION	THROUGHOUT PROJECT SITE	CONTINUOUS	INSPECT GRADED AREAS AND SLOPES ON AT LEAST A MONTHLY BASIS TO CHECK FOR EROSION. THE GRADE TRIBUTARY AREAS OR INSTALL SAND DIKES AS NECESSARY TO PREVENT EROSION.
GRAVEL FILTER	ALONG FLOW LINES OF UNPAVED ROADWAYS WITHIN SITE	IN PLACE CONTINUOUSLY UNTIL ROADWAYS ARE PAVED	INSPECT AFTER EACH STORM. REMOVE ON-SITE SEDIMENT DEPOSITED BEHIND BERM OR BARRIER TO MAINTAIN EFFECTIVENESS.
BAG INLET FILTER	INLETS TO THE STORM DRAINAGE SYSTEM	CONTINUOUS UNTIL LANDSCAPING IS IN PLACE	INSPECT WEEKLY AND AFTER EACH STORM. REMOVE SEDIMENT AND DEBRIS BEFORE ACCUMULATION HAS REACHED ONE THIRD THE DEPTH OF THE BAG. REPAIR OR REPLACE INLET FILTER BAG AS SOON AS DAMAGE OCCURS.
FIBER ROLLS	SEE NOTE 3 OF EROSION & CONTROL NOTES	CONTINUOUS	INSPECT AFTER EACH STORM. REMOVE SEDIMENT DEPOSITED BEHIND FIBER ROLLS WHENEVER NECESSARY TO MAINTAIN EFFECTIVENESS.
HYDROSEEDING	3:1 SLOPES	IN PLACE DURING BY SEPT. 15	INSPECT SLOPES ON AT LEAST A MONTHLY BASIS TO CHECK FOR EROSION. IF EROSION IS NOTED, SPREAD STRAW MULCH OVER AFFECTED AREAS.
STABILIZED CONSTRUCTION ENTRANCE	ENTRANCES TO SITE FROM PUBLIC ROADWAYS	CONTINUOUS, UNTIL ENTRANCES AND ON-SITE ROADWAYS ARE PAVED	INSPECT ON A MONTHLY BASIS AND AFTER EACH RAINFALL. ADD AGGREGATE BASE MATERIAL WHENEVER NECESSARY TO PREVENT SEDIMENT FROM BEING TRACKED INTO PUBLIC STREET.
WIND EROSION CONTROL PRACTICES	WHEREVER NECESSARY THROUGHOUT PROJECT SITE	CONTINUOUS UNTIL GRADING IS COMPLETED AND SOILS HAVE STABILIZED	INSPECT SITE DURING WINDY CONDITIONS TO IDENTIFY AREAS WHERE WIND AND EROSION IS OCCURRING AND ABATE EROSION AS NECESSARY.
GOOD HOUSEKEEPING MEASURES	THROUGHOUT PROJECT SITE	CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED	INSPECT SITE ON AT LEAST A MONTHLY BASIS TO VERIFY GOOD HOUSEKEEPING PRACTICES ARE BEING IMPLEMENTED.
PROPER CONSTRUCTION MATERIAL STORAGE	DESIGNATED AREA	CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED	INSPECT SITE ON AT LEAST A WEEKLY BASIS TO VERIFY THAT CONSTRUCTION MATERIALS ARE STORED IN A MANNER WHICH COULD NOT CAUSE STORM WATER POLLUTION.
PROPER CONSTRUCTION WASTE STORAGE AND DISPOSAL INCLUDING	DESIGNATED COLLECTION AREA AND CONTAINERS	CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED	INSPECT SITE ON AT LEAST A WEEKLY BASIS TO ASSURE WASTE IS STORED PROPERLY AND DISPOSED OF AT LEGAL DISPOSAL SITE, DAILY.
CONCRETE SPILL CLEANUP PAINT & PAINTING SUPPLIES	MATERIAL HANDLING AREAS	IMMEDIATELY AT TIME OF SPILL	INSPECT MATERIAL HANDLING AREAS ON AT LEAST A MONTHLY BASIS TO VERIFY PROPER SPILL CLEANUP.
VEHICLE FUELING, MAINTENANCE & CLEANING	DESIGNATED AREA WITH SECONDARY CONTAINMENT	CONTINUOUS	KEEP AMPLE SUPPLIES OF SPILL CLEANUP MATERIALS ON SITE & INSPECT ON REGULAR SCHEDULE.
STREET AND STORM DRAINAGE FACILITY MAINTENANCE DEFINITIONS	STREETS AND STORM DRAINAGE FACILITIES	CONTINUOUS UNTIL CONSTRUCTION IS COMPLETED	MAINTAIN STORM DRAINAGE FACILITIES AND PAVED STREETS CLEAR OF SEDIMENT AND DEBRIS.
<p>1. WET SEASON: ENTIRE PERIOD BETWEEN OCTOBER 1 THROUGH APRIL 30. CONTRACTOR SHALL ALSO IMPLEMENT WET SEASON MEASURES IF WET WEATHER IS EXPECTED DURING THE DRY SEASON</p> <p>2. PHASES OF GRADING</p> <p>INITIAL: WHEN CLEARING AND GRUBBING ACTIVITIES OCCUR.</p> <p>ROUGH: WHEN CUT AND FILL ACTIVITIES OCCUR AND THE SITE IMPROVEMENTS ARE CONSTRUCTED, INCLUDING UNDERGROUND PIPING, STREETS, SIDEWALKS, AND OTHER IMPROVEMENTS.</p> <p>FINAL: WHEN FINAL ELEVATION IS SET, AND SITE IMPROVEMENTS ARE COMPLETED AND READY FOR CITY ACCEPTANCE.</p>			

## EROSION AND SEDIMENT CONTROL NOTES

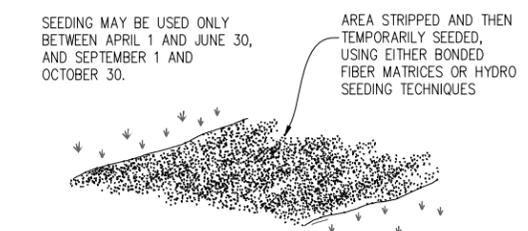
- THE CONTRACTOR SHALL FOLLOW TYPICAL GUIDELINES FOR GRADING, EROSION AND SEDIMENT CONTROL FOR THE MEASURES SHOWN OR STATED ON THESE PLANS.
- CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE FOR THE WINTER MONTHS PRIOR TO OCTOBER 1.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE DEPARTMENT OF UTILITIES.
- THIS PLAN MAY NOT COVER ALL THE SITUATIONS THAT ARISE DURING CONSTRUCTION DUE TO UNANTICIPATED FIELD CONDITIONS. VARIATIONS MAY BE MADE TO THE PLAN IN THE FIELD SUBJECT TO THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE DEPARTMENT OF UTILITIES.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMPs, AS WELL AS, ANY CORRECTIVE CHANGES TO THE BMPs OR EROSION AND SEDIMENT CONTROL PLAN.
- IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE, DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED. NO AREAS WILL BE LEFT EXPOSED OVER THE WINTER SEASON.
- THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING THE PAVED ROAD MUST CROSS THE STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
- ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEEPED AT THE END OF EACH WORKING DAY OR AS NECESSARY.
- CONTRACTOR SHALL PLACE GRAVEL BAGS AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE GRAVEL BAGS SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED.
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
- WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
- CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:
  - SOLID WASTE MANAGEMENT:** PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
  - MATERIAL DELIVERY AND STORAGE:** PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
  - CONCRETE WASTE:** PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF, AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
  - PAINT AND PAINTING SUPPLIES:** PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEAN UP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.
  - VEHICLE FUELING, MAINTENANCE AND CLEANING:** PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ON-SITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA WEEKLY.
  - HAZARDOUS WASTE MANAGEMENT:** PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS WASTES TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ON-SITE INCLUDE BUT ARE NOT LIMITED TO PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.

## FIBER ROLL NOTES

- REPAIR OR REPLACE SPLIT, TORN UNRAVELING OR SLUMPING FIBER ROLLS.
- INSPECT FIBER ROLLS WHEN RAIN IS FORECAST, FOLLOWING RAIN EVENTS, AT LEAST DAILY DURING PROLONGED RAINFALL, AND AT TWO-WEEK INTERVALS DURING THE NON-RAINY SEASON.
- SEDIMENT SHOULD BE REMOVED WHEN SEDIMENT ACCUMULATION REACHES ONE-HALF THE DESIGNATED SEDIMENT STORAGE DEPTH, USUALLY ONE-HALF THE DISTANCE BETWEEN THE TOP OF THE FIBER ROLL AND THE ADJACENT GROUND SURFACE. SEDIMENT REMOVED DURING MAINTENANCE MAY BE INCORPORATED INTO THE EARTHWORK ON THE SITE OR DISPOSED AT AN APPROPRIATE LOCATION.
- FILTER BARRIER SHALL BE CONSTRUCTED LONG ENOUGH TO EXTEND ACROSS THE EXPECTED FLOW PATH AND AS APPROVED BY THE LANDSCAPE INSPECTOR.
- FIBER ROLL (8"-12" DIAMETER) SHALL BE PLACED INTO THE KEY TRENCH AND STAKES ON BOTH SIDES OF THE ROLL WITHIN 6 FEET OF EACH END AND THEN EVERY 3' TO 4' WITH 1X2 23" STAKES. STAKES ARE TYPICALLY DRIVEN IN ON ALTERNATING SIDES OF THE ROLL. ADJACENT ROLLS SHALL TIGHTLY ABUT.
- CLEAR SUBGRADE SO THAT REMOVAL OF ALL LOCAL DEVIATIONS AND TO REMOVE LARGE STONES OR DEBRIS THAT WILL INHIBIT CLOSE CONTACT OF THE FIBER ROLL WITH THE SUBGRADE.
- PRIOR TO ROLL INSTALLATION, CONTOUR A CONCAVE TRENCH (2 - 4) INCHES DEEP ALONG THE PROPOSED INSTALLATION ROUTE. FIBER ROLL SHALL BE INSTALLED ALONG THE SIDE OF WALKS AND AROUND THE CATCH BASINS. THE BOTTOM EDGE OF THE FIBER ROLL SHALL EXTEND TO AND ACROSS THE BOTTOM OF THE TRENCH. THE TRENCH SHALL BE BACKFILLED TO 4 INCHES ABOVE GROUND AND COMPACTED TO BURY AND SECURE THE BOTTOM OF THE FIBER ROLL.
- CONTRACTOR SHALL MAKE INSPECTIONS WEEKLY DURING THE WET SEASON, MONTHLY DURING THE DRY SEASON AND IMMEDIATELY AFTER EACH RAINFALL TO DETERMINE IF REPAIRS AND SEDIMENT REMOVAL IS REQUIRED. SEDIMENT SHALL BE REMOVED BEFORE IT HAS REACHED ONE THIRD THE HEIGHT OF THE FIBER ROLL.



## 3 SPACING DETAIL NO SCALE



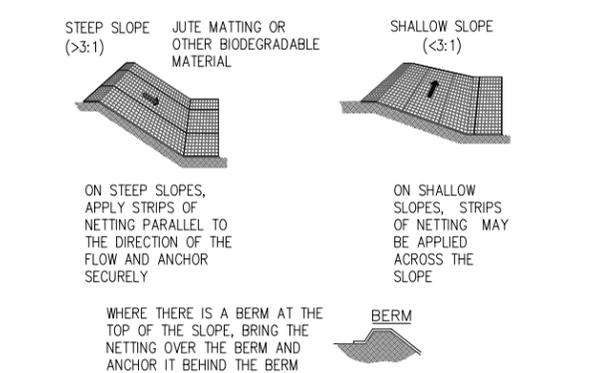
**STRAW MULCHING:**

- FOR AREAS OF SITE WITH LESS THAN 30% SLOPE; 2-3 BALES OF STRAW EQUALS 2-INCHES OF STRAW MULCH OVER 1000 SQUARE FEET.
- MULCH SHALL BE WEED FREE STRAW.

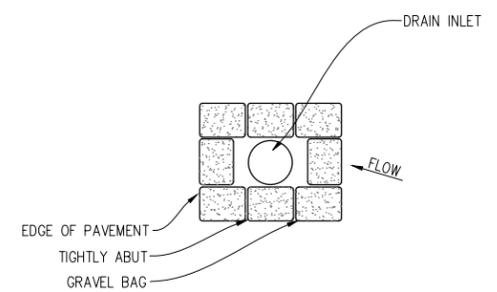
SEEDING MIXTURES			
NAME	PROPORTIONS BY WEIGHT	% PURITY	% GERMINATION
REDTOP (AGROSTIS ALBA)	10%	92	90
ANNUAL RYE (LOLIUM MULTIFLORUM)	40%	98	90
CHEWINGS FESCUE (FETUCA RUBRA COMMUTATA)	40%	97	80
WHITE DUTCH CLOVER (TRIFOLIUM PEPENS)	40%	96	90

TO PROVIDE TEMPORARY SOIL STABILIZATION BY PLANTING GRASSES AND LEGUMES TO AREAS THAT WOULD REMAIN BARE FOR MORE THAN 7 DAYS WHERE PERMANENT COVER IS NOT NECESSARY OR APPROPRIATE.

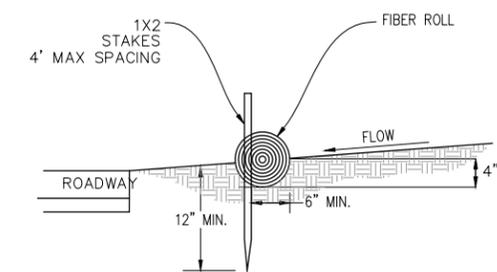
## 4 TEMP SEEDING & MULCHING NO SCALE



## 5 MATTING/ROLLED EROSION CONTROL PRODUCTS NO SCALE



## 1 DRAIN INLET DETAIL NO SCALE



## 2 FIBER ROLL DETAIL NO SCALE

**AIR QUALITY MONITORING STATION**

**BERKELEY AQUATIC PARK**  
91 BOLIVAR DR  
BERKELEY, CA 94710

ISSUE STATUS			
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	07/11/14	CLIENT REV	V.C.

DRAWN BY: H. HOANG

CHECKED BY: J. GRAY

APPROVED BY: J. ANDERSON

DATE: 07/11/14

**Streamline Engineering**  
**and Design, Inc.**

8445 Sierra College Blvd, Suite E Granite Bay, CA 95746  
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E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

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**LICENSED PROFESSIONAL ENGINEER**  
**John M. Anderson, Jr.**  
No. 69368  
CIVIL  
STATE OF CALIFORNIA

**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

988 ELLIS ST  
SAN FRANCISCO, CA 94109

**SHEET TITLE:**  
EROSION CONTROL NOTES & DETAILS

**SHEET NUMBER:**  
**C-1**

**PROJECT GENERAL NOTES**

- THIS FACILITY IS AN UNOCCUPIED AIR QUALITY MEASUREMENT FACILITY.
- PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE.
- THE SCOPE OF WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRM THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PAY FOR PERMIT FEES, AND TO OBTAIN SAID PERMITS AND TO COORDINATE INSPECTIONS.
- THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
- CALL BEFORE YOU DIG. CONTRACTOR IS REQUIRED TO CALL 811 (NATIONWIDE "CALL BEFORE YOU DIG" HOTLINE) AT LEAST 72 HOURS BEFORE DIGGING.
- ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. CONTRACTOR SHALL ALSO COORDINATE ALL PORTIONS OF THE WORK UNDER THE CONTRACT, INCLUDING CONTACT AND COORDINATION WITH THE CONSTRUCTION MANAGER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER.
- KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS AND RUBBISH. REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
- ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED, OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
- ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND ALL OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES.
- DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- SUFFICIENT MONUMENTATION WAS NOT RECOVERED TO ESTABLISH THE POSITION OF THE BOUNDARY LINES SHOWN HEREON. THE BOUNDARY REPRESENTED ON THIS MAP IS BASED ON COMPILED RECORD DATA AND BEST FIT ONTO EXISTING IMPROVEMENTS. IT IS POSSIBLE FOR THE LOCATION OF THE SUBJECT PROPERTY TO SHIFT FROM THE PLACEMENT SHOWN HEREON WITH ADDITIONAL FIELD WORK AND RESEARCH. THEREFORE ANY SPATIAL REFERENCE MADE OR SHOWN BETWEEN THE RELATIONSHIP OF THE BOUNDARY LINES SHOWN HEREON AND EXISTING GROUND FEATURES, EASEMENTS OR LEASE AREA IS INTENDED TO BE APPROXIMATE AND IS SUBJECT TO VERIFICATION BY RESOLVING THE POSITION OF THE BOUNDARY LINES.

**CITY OF BERKELEY  
PROJECT PERFORMANCE NOTES**

- WHEN TRENCHING NEAR TREES, NO TREE ROOTS 2" OR LARGER IN DIAMETER CAN BE CUT. IF TREE ROOTS 2" OR LARGER IN DIAMETER ARE ENCOUNTERED, HAND TRENCHING MUST BE USED IN THE VICINITY, AND THE ROOTS MUST BE LEFT IN PLACE.
- WHEN TRENCHING NEAR SMALL TREES IN LANDSCAPED AREAS, KEEP TRENCHING OUTSIDE OF THE TREE DRIP LINE.
- NOTE THAT SMALL TREES IN LANDSCAPED AREAS ADJACENT TO THE ASPHALT PATH ON THE WEST SIDE OF THE LAGOON WILL BE SERVED BY IRRIGATION LINES, WHICH THE POWER TRENCH WILL CROSS.
- IN THE EVENT THAT AN IRRIGATION LINE OR EMITTER IS DAMAGED DURING TRENCHING, THE CITY WILL REQUIRE LINE FLUSHING TO CLEAR ANY DEBRIS BEFORE IRRIGATION REPAIRS ARE COMPLETED.
- WHERE GRASSES AND PLANT MATERIALS ARE REMOVED FOR TRENCHING, THE VEGETATION SHALL BE RE-SEATED OVER COMPACTED BACKFILL.
- WHEN TRENCHING NEAR THE LAGOON, NO SOIL FROM TRENCHING SHALL BE ALLOWED TO ENTER THE WATER (SEE EROSION CONTROL NOTES, SHEET C-1).
- IN-GROUND PULL BOXES AND SPLICE BOXES ARE TO BE SET IN A CONCRETE APRON TO DETER VANDALISM.
- ELECTRICAL PULL BOX AND SPLICE BOX LIDS SHOULD BE VANDAL RESISTANT, AND ATTACHED WITH NON-REMOVABLE PENTA-BOLTS.



**OVERALL SITE PLAN**



1"=200'-0"



**DISTURBED EARTH CALCULATIONS**

MOBILE AIR QUALITY MONITORING STATION ON AGGREGATE PAD (INCLUDING STEEL FENCE FOOTINGS)	336 <sup>2</sup> FT
RECEIVING BORE PIT @ ROAD EDGE	30 <sup>2</sup> FT
8" TRENCH FOR BURIED POWER CONDUIT	727 <sup>2</sup> FT
STEP DOWN TRANSFORMER PAD @ MONITORING STATION	14 <sup>2</sup> FT
<b>TOTAL DISTURBED EARTH</b>	<b>1107<sup>2</sup> FT</b>

At all services & grounding trenches, provide "WARNING" tape at 12" below grade.

**CALL**  
"CALL BEFORE YOU DIG"  
811  
NATIONWIDE UNDERGROUND SERVICE ALERT

**AIR QUALITY MONITORING STATION**

**BERKELEY AQUATIC PARK**  
91 BOLIVAR DR  
BERKELEY, CA 94710

**ISSUE STATUS**

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	03/20/14	CLIENT REV	J.S.
	04/04/14	CLIENT REV	J.S.
	07/09/14	CLIENT REV	M.L.
	07/11/14	CLIENT REV	V.C.

DRAWN BY: H. HOANG

CHECKED BY: J. GRAY

APPROVED BY: J. ANDERSON

DATE: 07/11/14

**Streamline Engineering**  
and Design, Inc.

8445 Sierra College Blvd, Suite E Granite Bay, CA 95746  
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**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

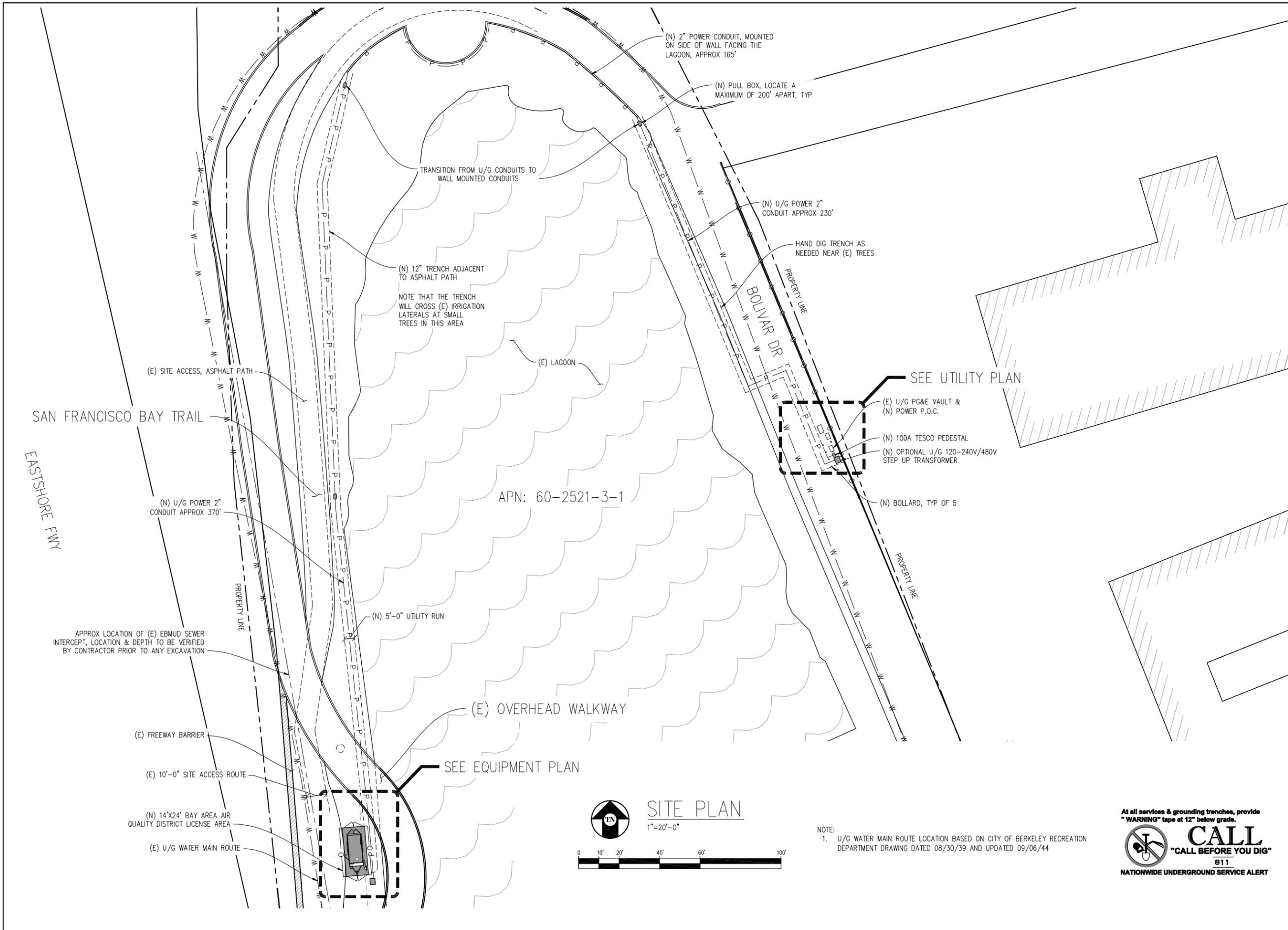
988 ELLIS ST  
SAN FRANCISCO, CA 94109

**SHEET TITLE:**

OVERALL SITE PLAN  
PERIMETER POWER ROUTE

**SHEET NUMBER:**

**A-1**



# AIR QUALITY MONITORING STATION

**BERKELEY AQUATIC PARK**  
 91 BOLIVAR DR  
 BERKELEY, CA 94710

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**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

999 ELLIS ST  
 SAN FRANCISCO, CA 94109

SHEET TITLE:  
 SITE PLAN  
 PERIMETER POWER ROUTE

SHEET NUMBER:  
**A-2**

At all services & grounding trenches, provide "WARNING" tape at 12" below grade.

**CALL**  
 "CALL BEFORE YOU DIG"  
 811  
 NATIONWIDE UNDERGROUND SERVICE ALERT

NOTE:  
 1. U/G WATER MAIN ROUTE LOCATION BASED ON CITY OF BERKELEY RECREATION DEPARTMENT DRAWING DATED 08/30/39 AND UPDATED 09/06/44

# AIR QUALITY MONITORING STATION

**BERKELEY AQUATIC PARK**  
91 BOLIVAR DR  
BERKELEY, CA 94710

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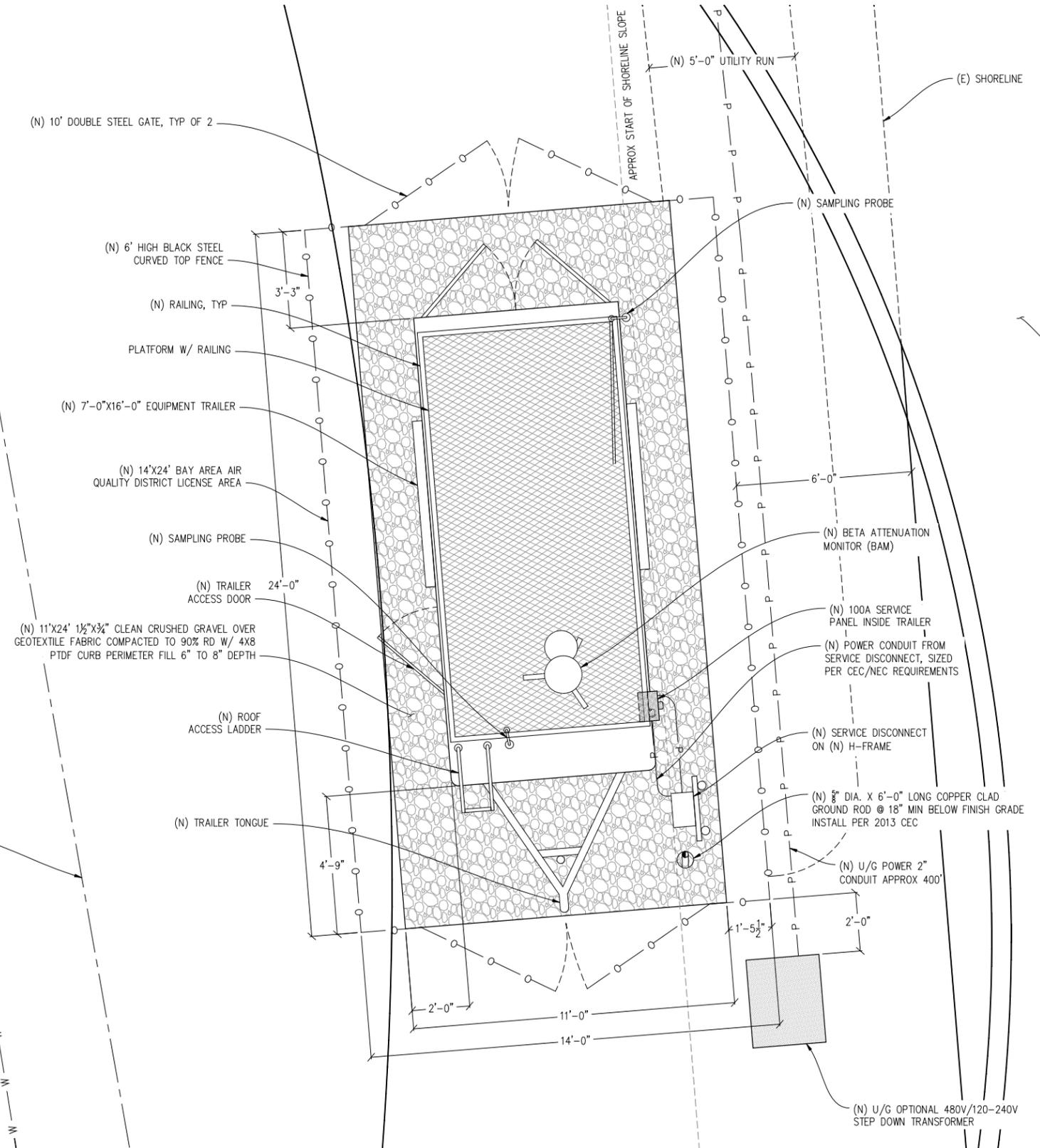
999 ELLIS ST  
SAN FRANCISCO, CA 94109

SHEET TITLE:

EQUIPMENT PLAN

SHEET NUMBER:

A-3



APPROX LOCATION OF EBMUD SEWER INTERCEPT, LOCATION & DEPTH TO BE VERIFIED BY CONTRACTOR PRIOR TO ANY EXCAVATION

(E) U/G WATER MAIN ROUTE

- NOTE:
1. U/G WATER MAIN ROUTE LOCATION BASED ON CITY OF BERKELEY RECREATION DEPARTMENT DRAWING DATED 08/30/39 AND UPDATED 09/06/44
  2. CONTRACTOR TO IDENTIFY POSSIBLE IRRIGATION LINES PRIOR TO EXCAVATION & WHERE PRESENT HAND EXCAVATION REQUIRED
  3. PPC FROM SERVICE DISCONNECT ON H-FRAME OUTSIDE OF TRAILER TO 100A SERVICE PANEL INSIDE TRAILER ROUTED THROUGH TRAILER FLOOR PENETRATION



## EQUIPMENT PLAN

1/2" = 1'-0"



At all services & grounding trenches, provide "WARNING" tape at 12" below grade.

**CALL**  
"CALL BEFORE YOU DIG"  
811  
NATIONWIDE UNDERGROUND SERVICE ALERT

# AIR QUALITY MONITORING STATION

**BERKELEY AQUATIC PARK**  
91 BOLIVAR DR  
BERKELEY, CA 94710

## ISSUE STATUS

Δ	DATE	DESCRIPTION	BY
	10/11/13	CLIENT REV	R.M.
	12/19/13	CLIENT REV	A.M.
	03/20/14	CLIENT REV	J.S.
	04/04/14	CLIENT REV	J.S.
	07/09/14	CLIENT REV	M.L.
	07/11/14	CLIENT REV	V.C.

DRAWN BY: H. HOANG

CHECKED BY: J. GRAY

APPROVED BY: J. ANDERSON

DATE: 07/11/14

**Streamline Engineering**  
and Design, Inc.

8445 Sierra College Blvd, Suite E Granite Bay, CA 95746  
Contact: Kevin Sorensen Phone: 916-660-1930  
E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

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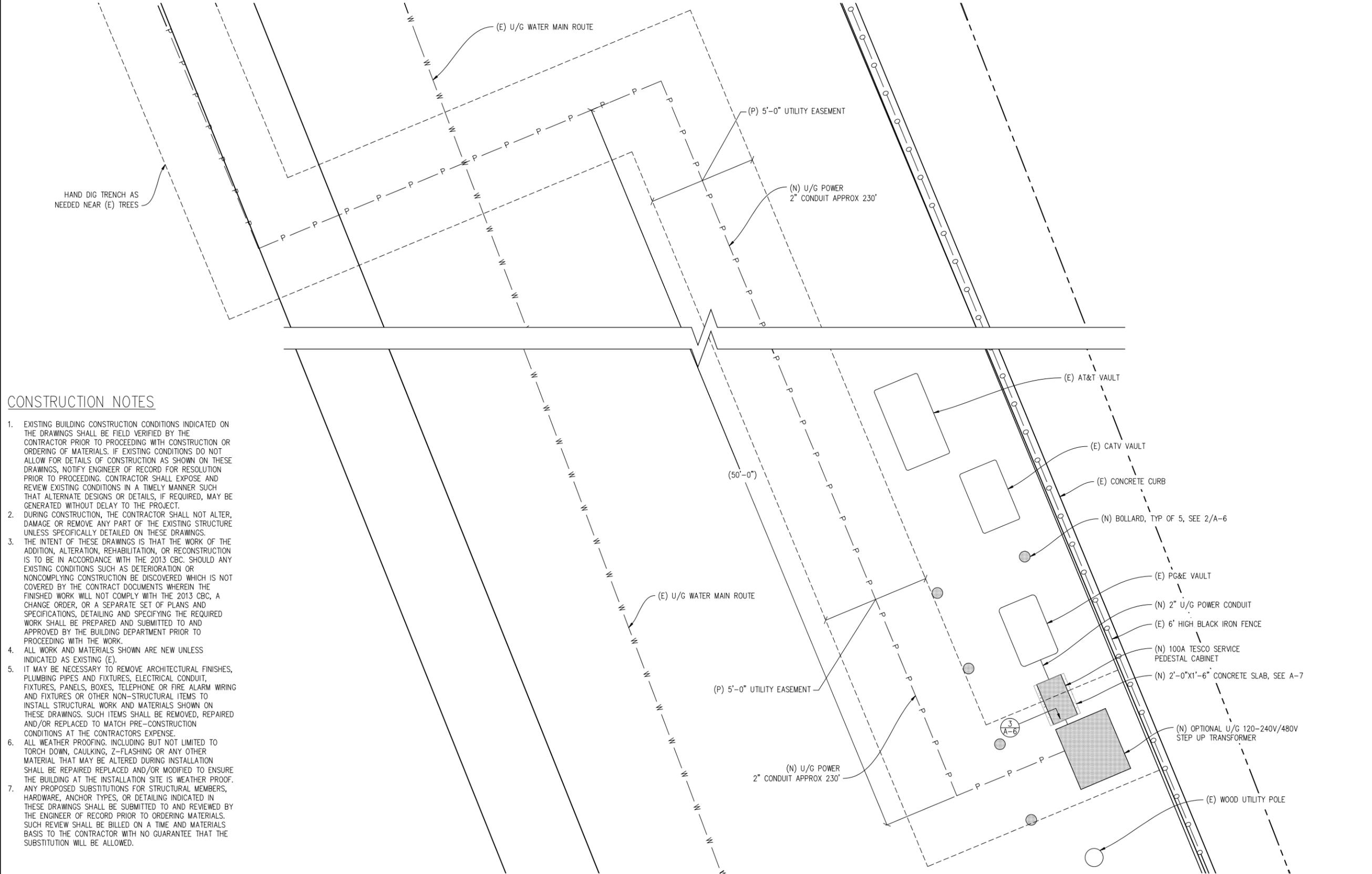


**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

999 ELLIS ST  
SAN FRANCISCO, CA 94109

**SHEET TITLE:**  
UTILITY PLAN  
PERIMETER POWER ROUTE

**SHEET NUMBER:**  
**A-4**

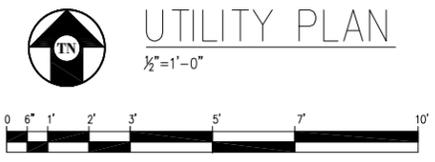


### CONSTRUCTION NOTES

- EXISTING BUILDING CONSTRUCTION CONDITIONS INDICATED ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH CONSTRUCTION OR ORDERING OF MATERIALS. IF EXISTING CONDITIONS DO NOT ALLOW FOR DETAILS OF CONSTRUCTION AS SHOWN ON THESE DRAWINGS, NOTIFY ENGINEER OF RECORD FOR RESOLUTION PRIOR TO PROCEEDING. CONTRACTOR SHALL EXPOSE AND REVIEW EXISTING CONDITIONS IN A TIMELY MANNER SUCH THAT ALTERNATE DESIGNS OR DETAILS, IF REQUIRED, MAY BE GENERATED WITHOUT DELAY TO THE PROJECT.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL NOT ALTER, DAMAGE OR REMOVE ANY PART OF THE EXISTING STRUCTURE UNLESS SPECIFICALLY DETAILED ON THESE DRAWINGS.
- THE INTENT OF THESE DRAWINGS IS THAT THE WORK OF THE ADDITION, ALTERATION, REHABILITATION, OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH THE 2013 CBC. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NONCOMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH THE 2013 CBC, A CHANGE ORDER, OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE PREPARED AND SUBMITTED TO AND APPROVED BY THE BUILDING DEPARTMENT PRIOR TO PROCEEDING WITH THE WORK.
- ALL WORK AND MATERIALS SHOWN ARE NEW UNLESS INDICATED AS EXISTING (E).
- IT MAY BE NECESSARY TO REMOVE ARCHITECTURAL FINISHES, PLUMBING PIPES AND FIXTURES, ELECTRICAL CONDUIT, FIXTURES, PANELS, BOXES, TELEPHONE OR FIRE ALARM WIRING AND FIXTURES OR OTHER NON-STRUCTURAL ITEMS TO INSTALL STRUCTURAL WORK AND MATERIALS SHOWN ON THESE DRAWINGS. SUCH ITEMS SHALL BE REMOVED, REPAIRED AND/OR REPLACED TO MATCH PRE-CONSTRUCTION CONDITIONS AT THE CONTRACTORS EXPENSE.
- ALL WEATHER PROOFING, INCLUDING BUT NOT LIMITED TO TORCH DOWN, CAULKING, Z-FLASHING OR ANY OTHER MATERIAL THAT MAY BE ALTERED DURING INSTALLATION SHALL BE REPAIRED REPLACED AND/OR MODIFIED TO ENSURE THE BUILDING AT THE INSTALLATION SITE IS WEATHER PROOF.
- ANY PROPOSED SUBSTITUTIONS FOR STRUCTURAL MEMBERS, HARDWARE, ANCHOR TYPES, OR DETAILING INDICATED IN THESE DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD PRIOR TO ORDERING MATERIALS. SUCH REVIEW SHALL BE BILLED ON A TIME AND MATERIALS BASIS TO THE CONTRACTOR WITH NO GUARANTEE THAT THE SUBSTITUTION WILL BE ALLOWED.



- NOTE:**
- U/G WATER MAIN ROUTE LOCATION BASED ON CITY OF BERKELEY RECREATION DEPARTMENT DRAWING DATED 08/30/39 AND UPDATED 09/06/44
  - CONTRACTOR TO IDENTIFY POSSIBLE IRRIGATION LINES PRIOR TO EXCAVATION & WHERE PRESENT HAND EXCAVATION REQUIRED
  - HAND TRENCH AS NEEDED NEAR TREES.



# AIR QUALITY MONITORING STATION

**BERKELEY AQUATIC PARK**  
91 BOLIVAR DR  
BERKELEY, CA 94710

## ISSUE STATUS

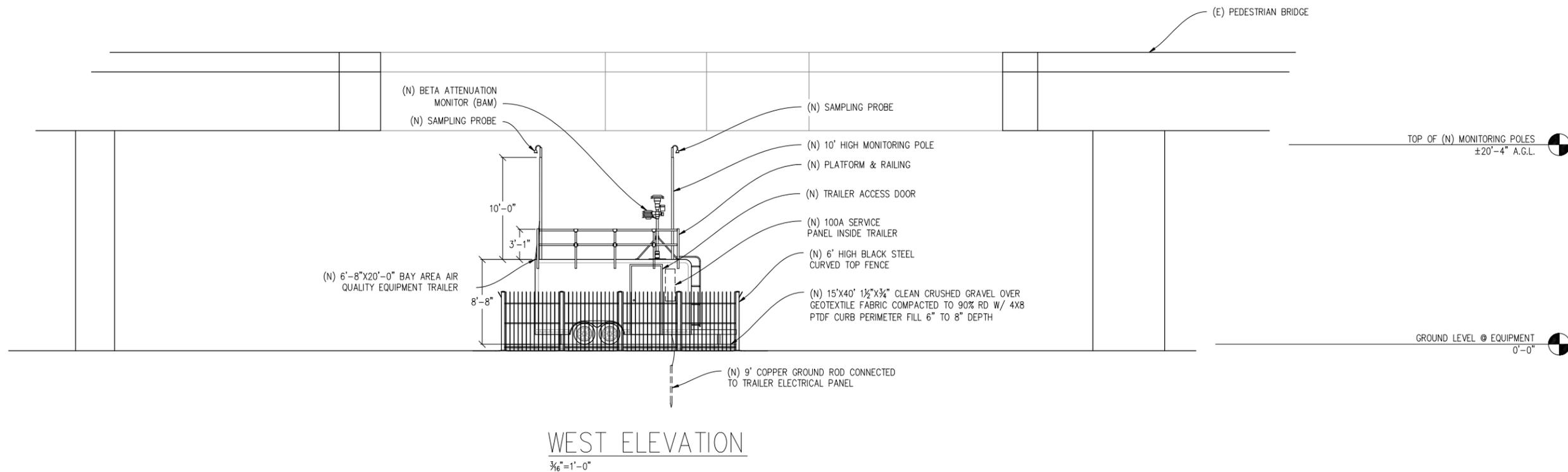
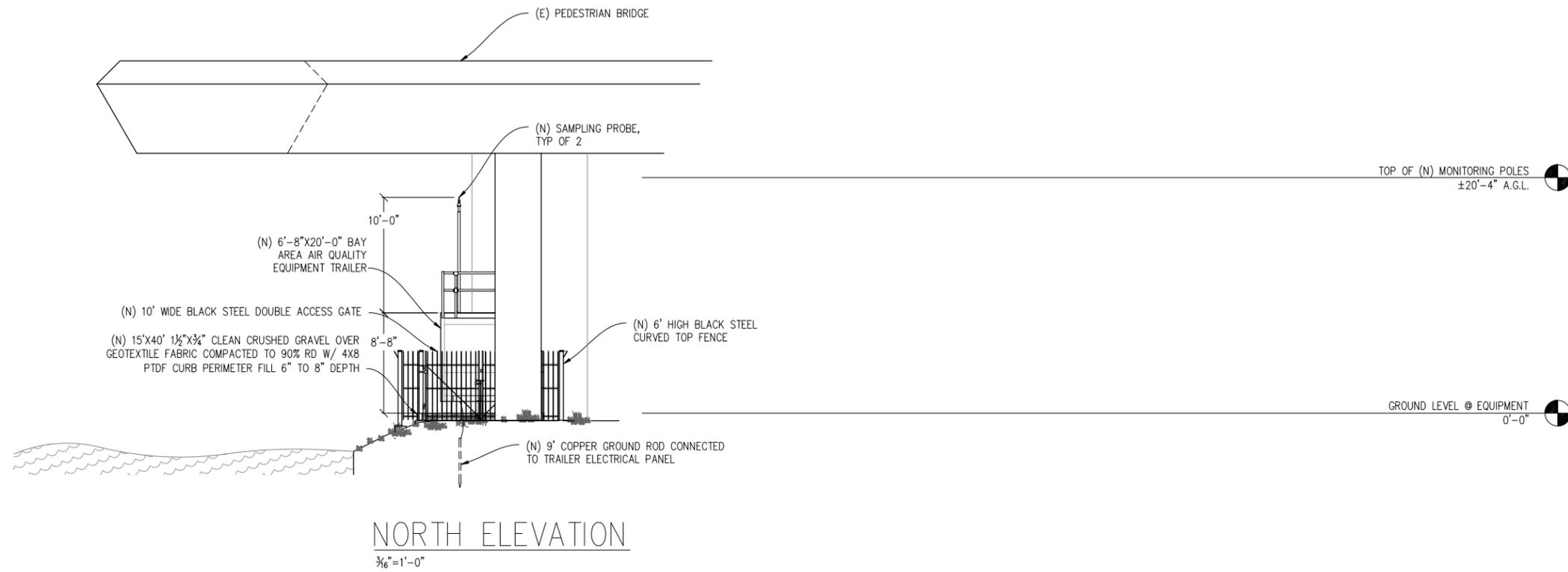
Δ	DATE	DESCRIPTION	BY
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	12/19/13	CLIENT REV	A.M.
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	07/11/14	CLIENT REV	V.C.

DRAWN BY: H. HOANG

CHECKED BY: J. GRAY

APPROVED BY: J. ANDERSON

DATE: 07/11/14



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8445 Sierra College Blvd, Suite E Granite Bay, CA 95746  
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**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

988 ELLIS ST  
SAN FRANCISCO, CA 94109

SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

**A-5**

## CONCRETE NOTES

- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 318-11. CONCRETE MIX DESIGN SHALL BE REVIEWED BY AN INDEPENDENT TESTING LABORATORY AND SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW.
- CONTRACTOR SHALL VERIFY SITE CONDITIONS & ALL DIMENSIONS PRIOR TO STARTING WORK. NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES FOR RESOLUTION PRIOR TO PROCEEDING.
- ALL CONCRETE SHALL BE A MINIMUM 5 SACK MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.
- CEMENT SHALL CONFORM TO ASTM C150, TYPE II.
- CONCRETE AGGREGATES SHALL CONFORM TO ASTM C33.
- ALL REINFORCING STEEL SHALL BE GRADE 60 AND CONFORM TO ASTM A615 UNLESS OTHERWISE NOTED. SEE PLAN FOR SIZE AND PLACEMENT.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A1064.
- REINFORCING STEEL SHALL BE FABRICATED ACCORDING TO "MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION".
- MINIMUM LAP SPLICE SHALL BE 48 BAR DIAMETERS UNLESS OTHERWISE NOTED.
- MINIMUM BEND DIAMETER SHALL BE 6 BAR DIAMETERS UNLESS OTHERWISE NOTED.
- MINIMUM REINFORCING COVERAGE IS 3" UNLESS OTHERWISE NOTED.
- CONCRETE SHALL BE PLACED AGAINST FIRM UNDISTURBED NON EXPANSIVE SOIL AT DEPTH SHOWN. WHERE OTHER CONDITIONS ARE ENCOUNTERED DURING EXCAVATION THE ENGINEER SHALL BE NOTIFIED AND REMEDIAL MEASURES PRESCRIBED PRIOR TO PROCEEDING WITH WORK.
- BOTTOM OF ALL FOOTING TRENCHES SHALL BE CLEAN AND LEVEL. REMOVE ALL DEBRIS BEFORE PLACING ANY CONCRETE.
- ALL BOLTS & THREADED ROD SHALL BE ASTM A307 MINIMUM UNLESS OTHERWISE NOTED, NEW, & WITHOUT SIGNIFICANT RUST.
- A  $\frac{3}{4}$ " CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE UNLESS OTHERWISE NOTED.
- REINFORCING, DOWELS, BOLTS, ANCHORS, SLEEVES, ETC. TO BE EMBEDDED IN CONCRETE SHALL BE SECURELY POSITIONED BEFORE PLACING CONCRETE.
- ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED BY MOTORIZED VIBRATORY MEANS AND THOROUGHLY WORKED AROUND REINFORCEMENT, EMBEDDED ITEMS AND INTO CORNERS OF FORMS.

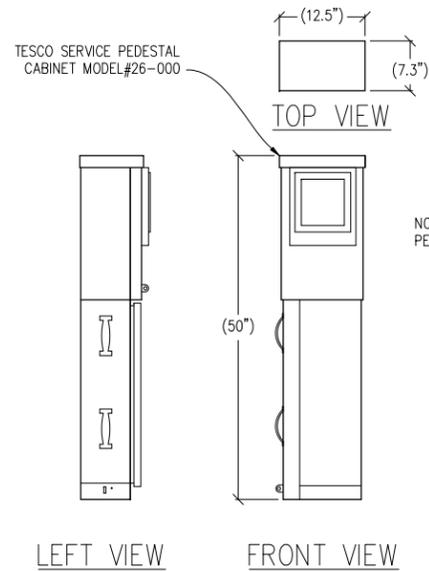
## CONCRETE CORE/DRILLING NOTES

- WHEN INSTALLING DRILLED-IN ANCHORS AND/OR POWDER DRIVEN PINS IN EXISTING NON-PRESTRESSED OR POST-TENSIONED REINFORCED CONCRETE (MILD REINFORCED), USE CARE & CAUTION TO AVOID CUTTING OR DAMAGING THE (E) REINFORCING BARS. WHEN INSTALLING ANCHORS INTO (E) PRE-STRESSED OR POST-TENSIONED CONCRETE LOCATE THE PRE-STRESSED OR POST-TENSIONED TENDONS BY USING A NON-DESTRUCTIVE METHOD, SUCH AS X-RAY, AT POINT OF PENETRATION, PRIOR TO INSTALLATION. EXERCISE EXTREME CARE & CAUTION TO AVOID CUTTING OR DAMAGING THE TENDONS DURING INSTALLATION. MAINTAIN A MINIMUM CLEARANCE OF TWO INCHES BETWEEN REINFORCEMENT AND THE DRILLED-IN ANCHOR AND/OR PIN.
- WHEN CORING EXISTING REINFORCED CONCRETE OF ANY CONSTRUCTION TYPE (PRE-STRESSED, POST-TENSIONED OR MILD REINFORCED), LOCATE THE EXISTING REINFORCING BY USING A NON-DESTRUCTIVE METHOD, SUCH AS X-RAY, PRIOR TO CORING. EXERCISE EXTREME CARE & CAUTION TO AVOID CUTTING OR DAMAGING ANY REINFORCING DURING CORING. MAINTAIN A MINIMUM CLEARANCE OF TWO INCHES BETWEEN REINFORCEMENT AND THE CORE. THE MAXIMUM SIZE OF ANY CORE IS TO BE 6" DIAMETER AND THE MINIMUM SPACING BETWEEN CORES IS TO BE TWICE THE CORE DIAMETER (I.E. 12" SPACING FOR A 6" DIAMETER CORE).
- INSPECTOR IS TO BE PRESENT DURING ALL CORE DRILLING OPERATIONS TO VERIFY THAT NO REINFORCING CABLES, TENDONS, OR REBAR HAVE BEEN CUT. (SEE NOTE 5 BELOW)
- THE INSPECTOR SHALL SUBMIT A WRITTEN REPORT TO THE OWNER.
- THE INSPECTIONS INDICATED IN NOTES 3 AND 4 ABOVE ARE NOT REQUIRED FOR A CONCRETE FILL OVER METAL DECK APPLICATION WHERE INDICATED ON THE CONSTRUCTION DRAWINGS.

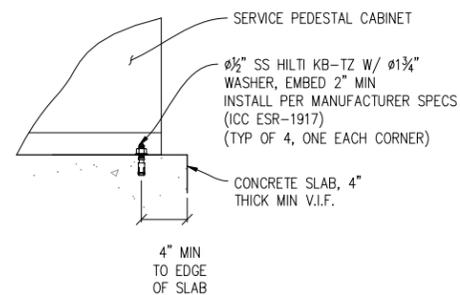
## EXPANSION & EPOXY ANCHORS

- EXPANSION AND EPOXY ANCHORS SHALL BE IN CONFORMANCE WITH ALL REQUIREMENTS OF THE 2013 CALIFORNIA BUILDING CODE (CBC).
- ALL ANCHORS PROVIDED SHALL BE INCLUDED IN EVALUATION REPORTS OF THE INTERNATIONAL CODE COUNCIL (ICC), AND SHALL BE EVALUATED FOR 2012 IBC MINIMUM REQUIREMENTS IN THE ICC REPORT
- CONCRETE EXPANSION ANCHORS SHALL BE KWIK BOLT TZ BY HILTI, INC., TULSA, OKLAHOMA AS PER ICC REPORT NO. ESR-1917 OR APPROVED EQUIVALENT.
- CMU EXPANSION ANCHORS SHALL BE KWIK BOLT 3 BY HILTI, INC., TULSA, OKLAHOMA AS PER ICC REPORT NO. ESR-1385 OR APPROVED EQUIVALENT. ANCHORS SHALL BE INSTALLED A MINIMUM OF  $1\frac{3}{8}$ " FROM ANY VERTICAL MORTAR JOINT TYPICAL. ANCHORS TO BE SPACED 8 INCHES ON CENTER MINIMUM AND LIMITED TO ONE ANCHOR PER CELL.
- CONCRETE ADHESIVE EPOXY ANCHORS SHALL BE HIT RE-500SD BY HILTI, INC., TULSA, OKLAHOMA AS PER ICC REPORT NO. ESR-2322 OR APPROVED EQUIVALENT.
- GROUT FILLED CMU ADHESIVE EPOXY ANCHORS SHALL BE HIT RE-500SD BY HILTI, INC., TULSA, OKLAHOMA AS PER ICC REPORT NO. ESR-2322 OR APPROVED EQUIVALENT.
- INSTALL EXPANSION AND EPOXY ANCHORS WITH SPECIAL INSPECTION IN ACCORDANCE WITH THE 2013 CBC, CHAPTER 17, AND ALL REQUIREMENTS OF THE MANUFACTURER, THE MANUFACTURER'S ICC APPROVAL AND THESE DRAWINGS.
- EXPANSION ANCHORS SHALL BE 304/316 STAINLESS STEEL U.O.N.. EPOXY ANCHOR THREADED ROD SHALL BE ASTM F593 CW 304/316 STAINLESS STEEL U.O.N.
- LOCATE AND AVOID REINFORCEMENT AND OTHER EMBEDDED ITEMS WHEN INSTALLING ANCHORS, TYPICAL. SEE CONCRETE CORE DRILLING NOTES FOR ADDITIONAL INFORMATION.
- THE SPECIAL INSPECTOR MUST MAKE PERIODIC INSPECTIONS DURING ANCHOR INSTALLATION TO VERIFY ANCHOR TYPE AND DIMENSIONS, CONCRETE MEMBER THICKNESS, ANCHOR SPACING, EDGE DISTANCES, TIGHTENING TORQUE, HOLE DIAMETER, DEPTH AND CLEANLINESS, ANCHOR EMBEDMENT AND ADHERENCE TO MANUFACTURER'S INSTALLATION INSTRUCTIONS. SEE NOTE 10 BELOW FOR FREQUENCY OF INSPECTIONS.
- 50% OF ALL ANCHORS, INCLUDING ALTERNATE BOLTS IN A GROUP OF ANCHORS, SHALL BE INSPECTED PER NOTE 10 ABOVE AND TORQUE TESTED PER THE ICC REPORT TEST VALUES NOTED BELOW:

$\frac{3}{8}$ "=25 FT LB     $\frac{1}{2}$ "=40 FT LB     $\frac{5}{8}$ "=60 FT LB     $\frac{3}{4}$ "=110 FT LB



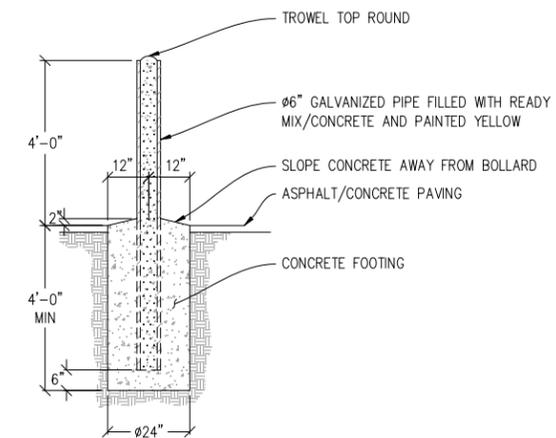
① SERVICE PEDESTAL CABINET DETAIL  
1"=1'-0"



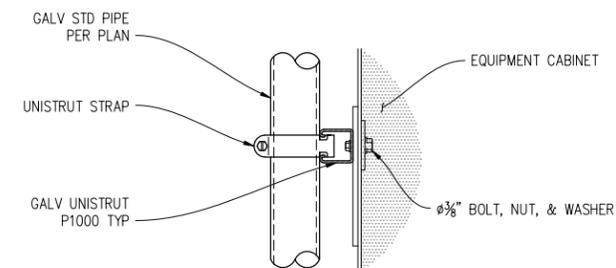
③ SERVICE PEDESTAL CABINET TO CONC  
1 1/2"=1'-0"

## TRENCHING NOTES

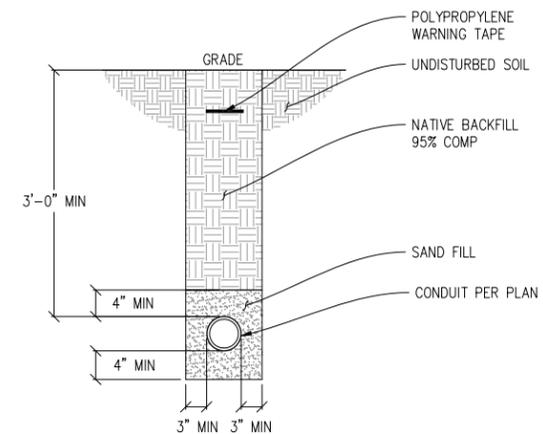
- CALL BEFORE YOU DIG. CONTRACTOR IS REQUIRED TO CALL 811 (NATIONWIDE "CALL BEFORE YOU DIG" HOTLINE) AT LEAST 72 HOURS BEFORE DIGGING.
- VERIFY ALL TRENCHING REQUIREMENTS WITH SERVING UTILITIES.
- RESTORE GRADE TO ORIGINAL CONDITION OR BETTER.
- RETURN FILL TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM STANDARDS.
- RESTORE CUT CONCRETE OR ASPHALT TO ORIGINAL CONDITION OR BETTER.



② PERMANENT BOLLARD DETAIL  
1/2"=1'-0"



④ EQUIPMENT MOUNTING DETAIL  
3"=1'-0"



⑤ CONDUIT TRENCH DETAIL  
1"=1'-0"

## AIR QUALITY MONITORING STATION

BERKELEY AQUATIC PARK  
91 BOLIVAR DR  
BERKELEY, CA 94710

### ISSUE STATUS

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	10/11/13	CLIENT REV	R.M.
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DRAWN BY: H. HOANG

CHECKED BY: J. GRAY

APPROVED BY: J. ANDERSON

DATE: 07/11/14

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8445 Sierra College Blvd, Suite E Granite Bay, CA 95746  
Contact: Kevin Sorensen Phone: 916-660-1930  
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BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

988 ELLIS ST  
SAN FRANCISCO, CA 94109

SHEET TITLE:

DETAILS

SHEET NUMBER:

A-6

# AIR QUALITY MONITORING STATION

**BERKELEY AQUATIC PARK**  
91 BOLIVAR DR  
BERKELEY, CA 94710

## ISSUE STATUS

Δ	DATE	DESCRIPTION	BY
	10/11/13	CLIENT REV	R.M.
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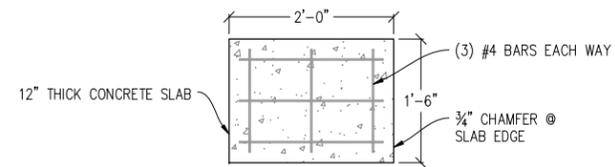
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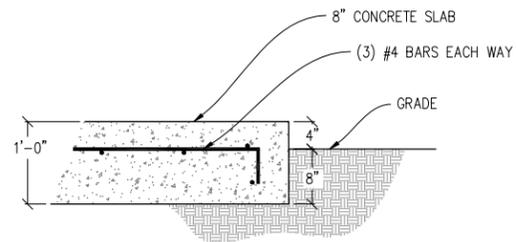


**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

999 ELLIS ST  
SAN FRANCISCO, CA 94109

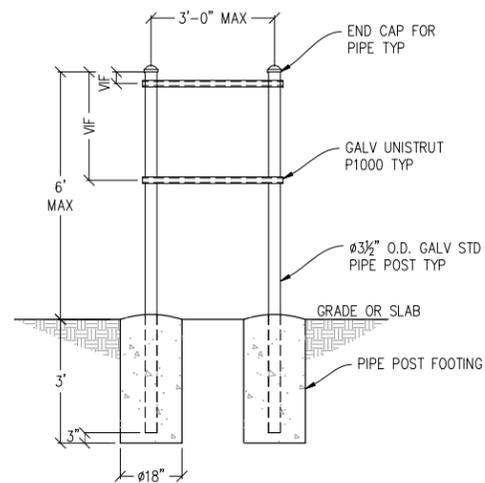


PLAN VIEW

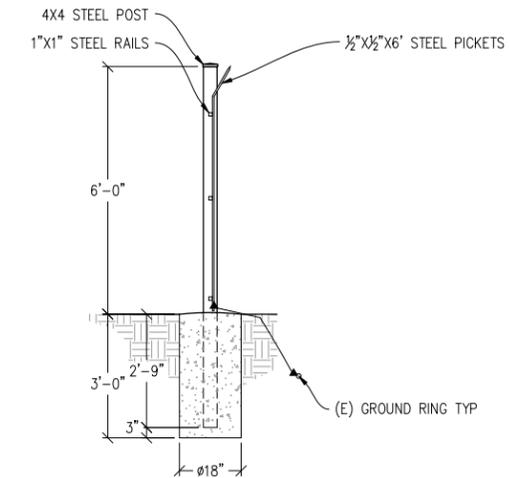


SECTION VIEW

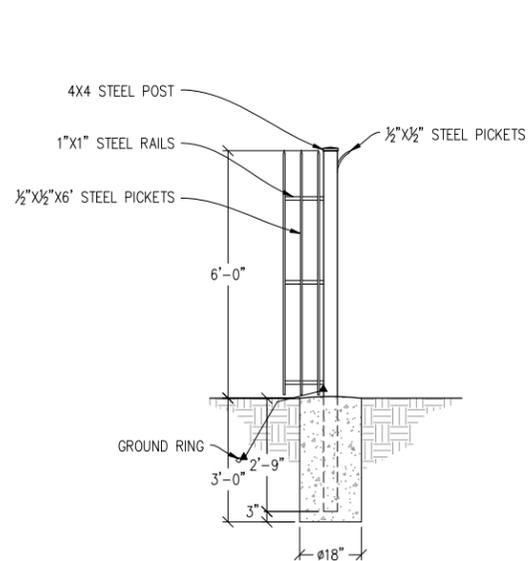
1 SLAB @ SERVICE PEDESTAL DETAIL  
1"=1'-0"



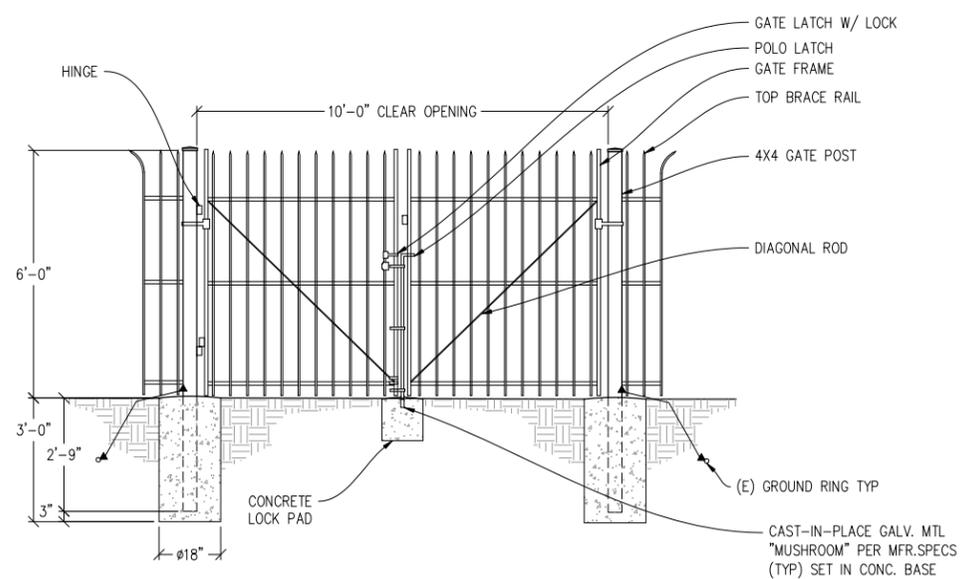
2 H-FRAME DETAIL  
1/2"=1'-0"



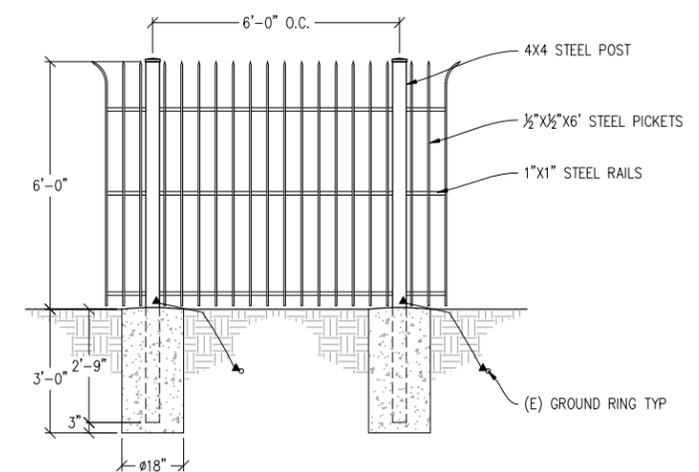
3 SECTION DETAIL  
1/2"=1'



4 CORNER POST DETAIL  
1/2"=1'



5 STEEL FENCE GATE DETAIL  
1/2"=1'



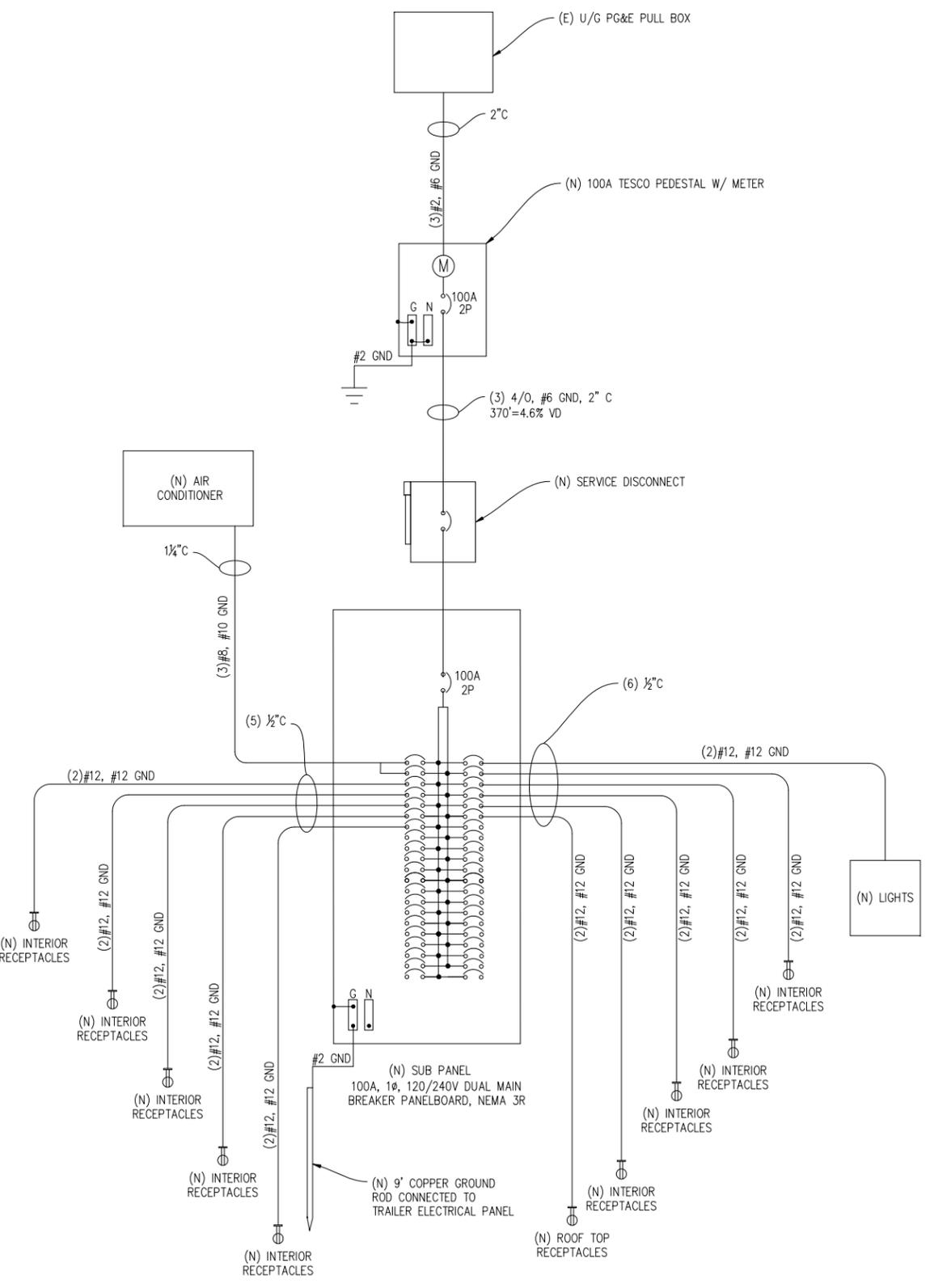
6 LINE POST DETAIL  
1/2"=1'

SHEET TITLE:

DETAILS

SHEET NUMBER:

A-7



SINGLE LINE DIAGRAM

ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL CONFORM TO THE CEC AS WELL AS ALL APPLICABLE STATE AND LOCAL CODES.
2. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, CONDUCTORS, PULL BOXES, TRANSFORMER PADS, POLE RISERS, AND PERFORM ALL TRENCHING AND BACKFILLING REQUIRED IN THE PLANS.
3. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED AND PROCURED PER PLAN SPECIFICATIONS.
4. ALL CIRCUIT BREAKERS, FUSES, AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTION RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED WITH A MINIMUM OF 10,000 A.I.C. OR AS REQUIRED.
5. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
6. ELECTRICAL WIRING SHALL BE COPPER #12 MIN WITH TYPE XHHW, THWN, OR THHN INSULATION.
7. ALL OUTDOOR EQUIPMENT SHALL HAVE NEMA 3R ENCLOSURE.
8. ALL BURIED WIRE SHALL RUN THROUGH SCHEDULE 40 PVC CONDUIT UNLESS OTHERWISE NOTED.
9. A GROUND WIRE IS TO BE PULLED IN ALL CONDUITS.
10. WHERE ELECTRICAL WIRING OCCURS OUTSIDE A STRUCTURE AND HAS THE POTENTIAL FOR EXPOSURE TO WEATHER, WIRING SHALL BE IN WATERTIGHT GALVANIZED RIGID STEEL OR FLEXIBLE CONDUIT.
11. WHERE PLANS CALL FOR A NEW ELECTRICAL SERVICE, PRIOR TO SUBMITTING BID, CONTRACTOR SHALL VERIFY PLAN DETAILS WITH THE UTILITY'S SERVICE PLAN & REQ'TS INCLUDING SERVICE VOLTAGE, METER LOCATION, MAIN DISCONNECTING MEANS, AND AIC BRACING REQ'T, AND SHALL OBTAIN CLARIFICATION FROM THE PROJECT ENGINEER ON ANY DEVIATIONS FOUND IN THESE PLANS.

BORE PIT NOTES:

1. SHALL BE LOCATED A MINIMUM OF 10' FROM THE EDGE OF PAVEMENT IN RURAL AREAS, OR AT LEAST 5' BEYOND THE CONCRETE CURB AND GUTTER OR AC DIKE IN URBAN AREAS, OR AT LEAST 5' BEYOND THE TOE OF SLOPE OF EMBANKMENTS.
2. SHALL BE LOCATED OUTSIDE OF CONTROLLED ACCESS HIGHWAY RIGHT-OF-WAY. EXCEPT, WHEN APPROVED BY THE DISTRICT FOR DIRECT CROSSINGS THAT ARE EXCESSIVELY LONG, OR THERE IS RESTRICTED SPACE AVAILABLE FOR PLACEMENT, OUTSIDE OF THE RIGHT-OF-WAY. THOSE PORTIONS OF THE INSTALLATION NOT PLACED BY BORE & JACK SHALL BE ENCASED BY THE OPEN TRENCH METHOD.
3. PROTECTED BY PLACEMENT OF 6' CHAIN LINK FENCE OR TYPE-K BARRIER AROUND THEM.
4. SHORED IN ACCORDANCE TO CAL-OSHA REQUIREMENTS. SHORING OF PITS LOCATED WITHIN 15' OF LANES WITHIN STATE HIGHWAY RIGHT-OF-WAY SHALL NOT EXTEND MORE THAN 36" IN HEIGHT ABOVE THE PAVEMENT GRADE, UNLESS AUTHORIZED BY A CALTRANS' REPRESENTATIVE.
5. REFLECTORS SHALL BE AFFIXED TO THE SHORING ON ALL SIDES FACING TRAFFIC.
6. PITS SHALL NOT AFFECT ANY STATE FACILITIES, OR CREATE A HAZARD TO THE TRAVELING PUBLIC. DAMAGED STATE FACILITIES SHALL BE REPLACED IN-KING OR REPAIRED TO THEIR ORIGINAL STATE.
7. ALL PITS SHOULD HAVE CRAUSHED-ROCK AND SUMP AREAS TO CLEAR GROUNDWATER AND WATER USED TO CLEAN THE CASINGS. PITS SHALL BE LINED WITH FILTER FABRIC WHEN GROUNDWATER IS FOUND AND PUMPING IS REQUIRED.
8. TEMPORARY TYPE-K RAILING SHALL BE PLACED AT A 20:1 TAPER OR AS OTHERWISE DIRECTED BY THE CALTRANS' REPRESENTATIVE TO MAINTAIN THE INTEGRITY OF THE ADJACENT TRAVEL LANE.

ELECTRIC LEGEND

- (M) METER
- ⤵ CIRCUIT BREAKER
- ⊥ SERVICE GROUND
- WIRED CONNECTION
- ⊕ GFI OUTLET, WATERPROOF

At all services & grounding trenches, provide "WARNING" tape at 12" below grade.

**CALL**  
"CALL BEFORE YOU DIG"  
811  
NATIONWIDE UNDERGROUND SERVICE ALERT

UTILITY SERVICE NOTE

CONTRACTOR SHALL COORDINATE NEW ELECTRICAL SERVICE DROP & TELCO SERVICE EXTENSION TO SITE COMPLETE FROM SERVICE APPLICATIONS TO TURN ON OF (N) SERVICES, INCLUDING PROVISION & INSTALLATION OF ALL CUSTOMER-PROVIDED MATERIALS & INSTALLATIONS, INSPECTIONS BY UTILITIES AND/OR JURISDICTIONS, ETC. NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCIES WITH THESE PLANS AS SOON AS POSSIBLE.

PANEL SCHEDULE

NAMEPLATE : PANEL A		SC LEVEL : 10,000		VOLTS: 120V/240V, 1φ				
LOCATION : INSIDE				BUS AMPS: 100A				
MOUNTING : WALL				MAIN CB: 100A				
ØA	ØB	LOAD DESCRIPTION	BKR AMP/POLE	CIRCUIT NO	BKR AMP/POLE	LOAD DESCRIPTION	LOAD VA	LOAD VA
2100		(N) HVAC #1	35/2	1 2	15/1	LIGHTS	450	
	2100	" "	-	3 4	20/1	(N) INTERIOR RECEPTACLES		180
180		(N) INTERIOR RECEPTACLES	20/1	5 6	20/1	(N) INTERIOR RECEPTACLES	180	
	180	(N) INTERIOR RECEPTACLES	20/1	7 8	20/1	(N) INTERIOR RECEPTACLES		180
180		(N) INTERIOR RECEPTACLES	20/1	9 10	20/1	(N) INTERIOR RECEPTACLES	180	
	180	(N) INTERIOR RECEPTACLES	20/1	11 12	20/1	(N) ROOF TOP RECEPTACLES		180
180		(N) INTERIOR RECEPTACLES	20/1	13 14	-	SPARE		
		SPARE	-	15 16	-	" "		
		" "	-	17 18	-	" "		
		" "	-	19 20	-	" "		
		" "	-	21 22	-	" "		
		" "	-	23 24	-	" "		
		" "	-	25 26	-	" "		
		" "	-	27 28	-	" "		
		" "	-	29 30	-	" "		
		" "	-	31 32	-	" "		
		" "	-	33 34	-	" "		
		" "	-	35 36	-	" "		
		" "	-	37 38	-	" "		
		" "	-	39 40	-	" "		
		" "	-	41 42	-	" "		
2640	2460	PHASE TOTALS				PHASE TOTALS	810	540
TOTAL VA =	6450	TOTAL AMPS =	27					

AIR QUALITY MONITORING STATION

BERKELEY AQUATIC PARK  
91 BOLIVAR DR  
BERKELEY, CA 94710

ISSUE STATUS

Δ	DATE	DESCRIPTION	BY
	10/11/13	CLIENT REV	R.M.
	12/19/13	CLIENT REV	A.M.
	03/20/14	CLIENT REV	J.S.
	04/04/14	CLIENT REV	J.S.
	07/09/14	CLIENT REV	M.L.
	07/11/14	CLIENT REV	V.C.

DRAWN BY: H. HOANG  
CHECKED BY: J. GRAY  
APPROVED BY: J. ANDERSON  
DATE: 07/11/14

**Streamline Engineering**  
and Design, Inc.

8445 Sierra College Blvd, Suite E Granite Bay, CA 95746  
Contact: Kevin Sorensen Phone: 916-660-1930  
E-Mail: kevin@streamlineeng.com Fax: 916-660-1941

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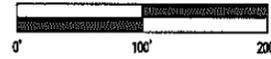


**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

989 ELLIS ST  
SAN FRANCISCO, CA 94109

SHEET TITLE:  
ELECTRICAL PLAN

SHEET NUMBER:  
**E-1**



**FD AMPS = 2,074**

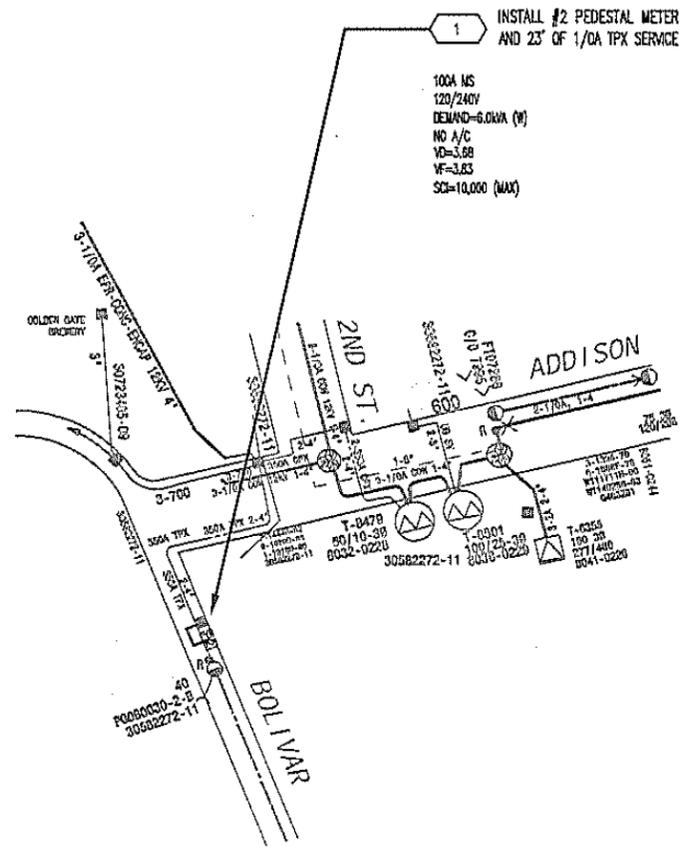
**FOREMAN NOTES:**

INSTALL #2 PEDESTAL METER AND 23" OF 1/OA TPX SERVICE CABLE

BTA / LTA, NEED TO POST NO PARKING SIGNAGE

CUSTOMER TO DO ALL TRENCHING.

Estimator - Chris Nyberg (510) 231-3814  
ADE - Terry Allen (510) 231-2845



**LEGEND**

INSTALL	DESCRIPTION
	PEDESTAL METER
	23" 1/OA TPX SERVICE
EXISTING	DESCRIPTION
	JOINT POLE
	PG&E SOLELY POLE
	1# OH TRANSFORMER
	1# OH TRANSFORMER
	CUT OUTS
	STREETLIGHT
	J BOX



AA Insulation District  
Severe Corrosion  
Class 3 Voltage Area

Dist. Map: E-04-18  
Cir. Map: D-3-D-12KV  
Tie Map:  
Feeder: OAKLAND D 1106  
S.S. Device: J5192  
Thomas Bros:

CO:	
SD:	NOTIF.: 106887317
OTHER:	
SHT:	1 of 2 SHEETS
PM:	31003173

**Electric Construction Drawing**  
**INSTALL PEDESTAL METER AND 23" OF 1/OA SERVICE**  
 91 Bolivar Drive - Berkeley  
 NB - 16H  
**PACIFIC GAS AND ELECTRIC COMPANY**

EST:	Chris Nyberg
ADE:	Terry Allen
SUPV:	Jeff Reid
REP:	Cedric Dennis
PLNR:	
SCALE:	1" = 100'
DATE:	7/1/2013

**AIR QUALITY MONITORING STATION**

**BERKELEY AQUATIC PARK**  
91 BOLIVAR DR  
BERKELEY, CA 94710

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DRAWN BY: H. HOANG  
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**BAY AREA AIR QUALITY MANAGEMENT DISTRICT**

989 ELLIS ST  
SAN FRANCISCO, CA 94109

**SHEET TITLE:**  
PG&E  
POWER DESIGN

**SHEET NUMBER:**  
**E-2**

**Surface Mount Electrical Conduit**  
**Vandalism Deterrent for**  
**Berkeley Aquatic Park Electrical Run**

